



Parking Services Agreement  
Between  
ALEX-Alternative Experts, LLC and  
ABM Aviation

This Agreement is made this 1<sup>st</sup> day of October 2017, between ALEX-Alternative Experts, LLC (ALEX), a Limited Liability Company organized and existing under the Laws of the Commonwealth of Virginia, with offices located at 4443 Brookfield Corporate Drive, Suite 110, Chantilly, Virginia, 20151, and ABM Aviation (ABM), located at St. Louis Lambert International Airport is for Parking Services provided for the Transportation Security Administration (TSA) National Employee Parking Assistance Program (EPAP) Enrollees at St. Louis Lambert International Airport (STL).

Whereas, ALEX and ABM acknowledge that ALEX was awarded a contract from the Transportation Security Administration (HSTS01-16-C-PRO036) on September 30, 2016 with an initial period of performance for nine (9) months effective September 30, 2016 and expiring on June 29, 2017, with one (1) three-month Option Period, and four (4) Options of twelve (12) months each, with the first such Option Year beginning on September 30, 2017, and the last such Option Year ending on September 29, 2021. This contract award authorizes ALEX to perform as the prime contract holder for the TSA National Employee Parking Assistance Program, commonly referred to as the Employee Parking Assistance Program (EPAP); and

Whereas ALEX, as the prime contract holder, is required to provide TSA EPAP Enrollees with parking in the employee parking lot at STL; and

Whereas ABM Aviation operates parking services for STL,

Whereas, ALEX wishes to enter into a Parking Services Agreement with ABM Aviation covering payment for the use of the parking lot at STL by TSA Employees enrolled in EPAP.

NOW, THEREFORE, for and in consideration of the mutual promises and conditions contained herein, and the mutual benefits derived therefrom, this letter contract is executed and the parties agree as follows:

1. **Term:** The term of this agreement will be for a period of twelve (12) months, beginning on October 1, 2017 and continuing through and expiring on September 30, 2018. This agreement may be extended to cover the following twelve (12) month option periods: October 1, 2018 -September 30, 2019; October 1, 2019 - September 30, 2020; October 1, 2020 - September 29, 2021, upon mutual agreement in writing executed by both parties. Either party may terminate this agreement by giving the other party thirty (30) days written notice of same.



- 2. Access to Employee Parking Facilities for TSA Employees "Enrolled in EPAP" or TSA Employees deemed as "otherwise paid":** During the term of this agreement, the ABM Aviation will allow those TSA employees "Enrolled in EPAP" to access and park in the Terminal 1 Garage, Red Level. "Enrolled in EPAP" means, for any given calendar month, a TSA employee which is, as of the first day of such month, enrolled by ALEX in the EPAP Program at STL, such that ALEX collects a monthly fee from such employee for the right to use the employee parking lot at STL.
- 3. Payment:** For and during the term of this agreement, ALEX will pay the ABM one hundred and fifty-five (\$155.00) dollars per calendar month for each TSA employee that, for that month either: (a) is "Enrolled in EPAP"; or (b) has been determined by the ABM to have used the STL employee parking lot. By the fifteenth day of each such month, ALEX will submit a report to the Authority listing the number of TSA employees "Enrolled in EPAP" for that month and identifying each such TSA employees "Enrolled in EPAP" by name, along with the payment due the ABM for such employees for that month. By the fifteenth day of the following calendar month, the ABM will provide ALEX with a list of any TSA employees which were not on ALEX's list of TSA employees "Enrolled in EPAP" but which were determined by the ABM to have used the STL employee parking lot during the subject month, and will concurrently and subsequently invoice ALEX for such TSA employees, and payment of such invoices shall be due within 30 days of invoice.
- 4. No Waiver:** To the extent consistent and authorized by the agreement between ALEX and TSA (HSTS01-16-C-PRO036), ALEX is recognized by the ABM to represent and make collections and payments for TSA employees utilizing STL Employee Parking Facilities provided by the ABM for the term of this Agreement.

Nothing in this Agreement will be construed as a waiver of the ABM's right to enforce any and all provisions of its leases or any other agreements with the United States of America's General Services Administration (GSA), known or unknown by ALEX.

ALEX makes no representations on behalf of any agency (TSA or GSA) other than those outlined in Contract HSTS01-16-C-PRO036 which authorizes ALEX to represent those TSA employees which are actively enrolled in EPAP.

**5. Description of Parking Facility and Service:**

- The parking facility has been reviewed by TSA and determined to be acceptable.
- Parking services have been negotiated between TSA and ABM/STL without ALEX's involvement.
- ALEX is solely responsible for payment of the parking fees for TSA employees who are enrolled in EPAP and have utilized the parking facility.



6. **Governing Law and Venue:** This Agreement is governed by the laws of the State of Missouri. Venue for any legal action arising under this Agreement is in federal or state court in the City of St Louis, Missouri.
7. **Third Party Beneficiary:** The parties acknowledge and agree that the City of St. Louis, the owner and operator of St. Louis Lambert International Airport™ is a third-party beneficiary to this Agreement.
8. **Points of Contact:**  
Individuals designated as Points of Contact for ALEX, the Authority, and TSA, respectively, are listed below:

ALEX-Alternative Experts, LLC  
4443 Brookfield Corporate Drive,  
Suite 110  
Chantilly, VA 20151  
Attn: Dan Brown, Program Manager  
(703) 547-1654  
dbrown@alexinc.com

ABM Aviation  
P.O. Box 10306  
St. Louis, MO. 63145  
Attn: Gregory Luckett  
(314) 890-2800  
gregory.luckett@abm.com

TSA  
701 S 12TH STREET  
Arlington VA 20598  
Attn: Scott Ellis, COR  
(571) 227-4527  
scott.a.ellis@tsa.dhs.gov

In Witness Whereof, this Agreement has been executed below by persons who are properly authorized to legally bind these respective organizations. Each party acknowledges that it has read the Agreement, understands it, and agrees to be bound by its terms.

Approved By:

  
Authorized Client Signature


GREGORY LUCKETT  
Representative's Name

G.M.  
Representative's Title / Position

9/27/17  
Date of Acceptance

Accepted By:

ALEX- Alternative Experts, LLC

  
Digitally signed by Sarah Holman  
Date: 2017.09.28 11:37:36 -04'00'  
Authorized Signature

Sarah Holman  
Representative's Name

Contracts Manager  
Representative's Title / Position

9/28/2017  
Date of Acceptance

*Liz*