



ST. LOUIS LAMBERT
INTERNATIONAL AIRPORT™

CITY OF ST. LOUIS

**FIRST AMENDMENT TO THE OPERATING AGREEMENT FOR
MANAGEMENT & OPERATION OF PARKING FACILITIES SERVICES
AT ST. LOUIS LAMBERT INTERNATIONAL AIRPORT**

AGREEMENT NO: AL-267/67760

CONTRACT NOT-TO-EXCEED AMOUNT: N/A

CONTRACTOR: ABM Aviation, Inc.
4151 Ashford Dunwoody Road
Suite 600
Atlanta, Georgia 30319

FEDERAL ID: 58 - 2654157

**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
ST. LOUIS, MISSOURI**

SECTION 1

The Effective Date of this First Amendment shall be February 1, 2018.

SECTION 2

Page one (1) of the Agreement is hereby deleted in its entirety and replaced with page 1 of this First Amendment, excluding the words "First Amendment To" from page 1 of this First Amendment.

SECTION 3

Wherever the words "ABM Parking Services, Inc." appear, delete and substitute in their place the following: "ABM Aviation, Inc.".

SECTION 4

The new Section 1332 entitled "FAA Non-Discrimination" shown below, is hereby incorporated into the Agreement:

"1332 FAA Non-Discrimination"

The Operator for itself, personal representatives, successor in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

A. in the event facilities, structures or improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a FAA activity, facility or program is extended or for another purpose involving the provision of similar services or benefits, the Operator will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations such that no person on the grounds of race, color, or national origin, will be excluded from participating in, denied the benefits of, or otherwise subjected to discrimination in the use of the Premises;

B. no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Premises or the facilities, structures or improvements within the Premises;

C. in the construction of any improvements on, over, or under the Premises, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation, denied the benefits of, or otherwise be subject to discrimination,

D. the Operator will use the Premises or facilities, structures, or improvements within the Premises in compliance with the Acts and Regulations; and

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)
All other terms and conditions of the Agreement not inconsistent with this First Amendment are unchanged and are hereby ratified and approved and shall remain in full force and effect.”

SECTION 5

All other terms and conditions of the Agreement not inconsistent with this First Amendment are unchanged and are hereby ratified and approved and shall remain in full force and effect.

Confidential
garvinm@stlouis-mo.gov
2020-01-15 17:38:27 +0000



WHEREAS, the City of St. Louis (the "City") is the owner and operator of St. Louis Lambert International Airport (the "Airport");

WHEREAS, the City entered into a Management & Operation of Parking Facilities Services Operating Agreement AL-267 with ABM Parking Services, Inc. ("ABM") dated December 10, 2014 (Contract Number 67760) ("**Agreement**") that the City authorized pursuant to Ordinance No. 69024, approved October 14, 2014;

WHEREAS, Article X of the Agreement requires the City to approve any assignment of the Agreement;

WHEREAS, ABM Parking Services, Inc. has submitted to the City for approval the “Assignment Agreement” between ABM Parking Services, Inc. (the “Assignor”) and ABM Aviation, Inc. (the “Assignee”) dated August 23, 2017 (“Assignment Agreement”), which is attached hereto and incorporated herein and;

WHEREAS, the Assignment Agreement is subject to the terms, covenants, and conditions of the Agreement;

NOW, **THEREFORE**, by its signatures hereto, the City does hereby consent to the assignment of the Agreement from ABM Parking Services, Inc. to ABM Aviation, Inc. pursuant to City Ordinance No. 70734 approved March 12, 2018.

Approved by the Airport Commission at its meeting on 6th day of December, 2017.

[Signature] 4/21/18
Commission Chairman
and Director of Airports

Approved by the Board of Estimate and Apportionment at its meeting on 20th day of December, 2017.

Stephanie M. Green
(for Carlotta Blair) 4/24/2018
Secretary Date
Board of Estimate and Apportionment

ABM PARKING SERVICES, INC.

ABM AVIATION, INC.

By: RDM

By: J.M.W.

Its: VP Tax

Its: ASSISTANT SECRETARY

Date: 8/23/17

Date: 8/23/17

CONSENTED TO BY:

CITY OF ST. LOUIS

By: _____

Its: _____

Date: _____

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21 Parking Facilities Services AL-267 at Lambert St. Louis International Airport, dated December 10,
22 2014 and authorized by Ordinance 69824, approved December 5, 2014. The Consent to Assignment
23 was approved by the City's Airport Commission and is to read in words and figures substantially as
24 set out in ATTACHMENT "1" which is attached hereto and made a part hereof.

25 SECTION TWO. The Director of Airports and the Comptroller of the City of St. Louis (the
26 "City"), owner and operator of the St. Louis Lambert International Airport® (the "Airport") are hereby
27 authorized and directed to enter into and execute on behalf of the City the First Amendment to the
28 Operating Agreement for Management & Operation of Parking Facilities Services AL-267 ("First
29 Amendment") to the Agreement. The First Amendment was approved by the City's Airport
30 Commission and is to read in words and figures substantially as set out in ATTACHMENT "2"
31 which is attached hereto and made a part hereof.

32 SECTION THREE. The sections or provisions of this Ordinance or portions thereof are
33 severable. In the event that any section or provision of this Ordinance or portion thereof is held invalid
34 by a court of competent jurisdiction, such holding will not invalidate the remaining sections or
35 provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance
36 are so essentially and inseparably connected with, and so dependent upon, the illegal, unconstitutional
37 or ineffective section or provision that it cannot be presumed that the Board of Aldermen would have
38 enacted the valid sections or provisions without the illegal, unconstitutional or ineffective sections or
39 provisions or unless the court finds that the valid sections or provisions, standing alone, are incomplete
40 and incapable of being executed in accordance with the legislative intent.

41 SECTION FOUR. This being an Ordinance for the preservation of public peace, health, or

Board Bill #210

BOARD BILL FISCAL NOTE

Preparer's Name Jeanine TiemannPhone Number or Email Address (will be available publicly) jntiemann@flystl.comBill Sponsor Alderwoman Marlene Davis

Bill Synopsis:	City of St. Louis Consent to Assignment and First Amendment to the Agreement with ABM Parking Services, Inc.
Type of Impact:	N/A - No financial or operational impact to original Agreement.
Agencies Affected:	Airport Authority

SECTION A

Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? ___ Yes ☒ No.
- An undertaking of a new service for which no funding is provided in the current adopted city budget? ___ Yes ☒ No.
- A commitment of city funding in the future under certain specified conditions? ___ Yes ☒ No.
- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? ___ Yes ☒ No.
- An execution or initiation of an activity as a result of federal or state mandates or requirements? ___ Yes ☒ No.
- A capital improvement project that increases operating costs over the current adopted city budget? ___ Yes ☒ No.
- A capital improvement project that requires funding not approved in the current adopted budget or that will require funding in future years? ___ Yes ☒ No.

If the answer is yes to any of the above questions, then a fiscal note must be attached to the board bill. Complete Section B of the form below.

AMANO McGANN

LAMBERT—ST. LOUIS
INTERNATIONAL AIRPORT
PROJECT CLOSE-OUT

01 August 2017

A. Appendix-A Project Close-Out Approval

Requires signatures from those listed to complete this document

B. Appendix-B Amano Service Call Procedure

Outlines the process for submitting and resolving service requests related to the PARCS equipment covered by Appendix-C NowCare Agreement.

C. Appendix-C NowCare Premium Contract

The NowCare agreement must be signed and returned as part of the Project Close Out, and before the agreement becomes effective.

6 INFORMATION DISTRIBUTION & ARCHIVE

Amano has delivered all project documentation, schedules, surveys, status reports, checklists as might have been required by the project Scope. Amano will archive the project within the Project Management Office (PMO).

Appendix—A: Project Close-Out Approval

The undersigned acknowledge they have reviewed the Project Close-Out Form and agree with the approach it presents. Any changes to this Project Close-Out Form will be coordinated with and approved by the undersigned or their designated representatives.

Signature:



Date:

9/20/2017

Print Name:

Rob Salarano

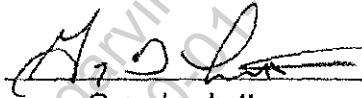
Title:

Manager, Properties Division

Role:

Project Sponsor

Signature:



Date:

9/6/17

Print Name:

Greg Lockett

Title:

General Manager, ABM

Role:

Contract Owner / Stakeholder

Signature:

Date:

Print Name:

Jay Kurtz, Amano

Title:

Sr. Project Manager, Amano

Role:

Project Manager

AMANO

Service Call- Standard Operating Procedure St. Louis Lambert Airport

Service Call Expectations – Answered by AMI Answering Service

1. Service Call notification is taken by Answering service.
2. Within 30 minutes to an hour, an AMI Staff Member will call client to notify the client that the message was received and get additional clarification of the service need.
3. This starts the inception of a service call and is the initial branch contact for service.
4. When possible, the AMI employee will inform the client when EJ Linzie, St. Louis Lambert Airport's dedicated technician, will arrive at their location.
5. When it is unknown, at the time of service phone call, EJ Linzie, St. Louis Lambert Airport's dedicated technician will be available, the client will be notified.
6. Amano will report to the Supervisor or Manager that initiated the request that the client come down and accept the ticket for the work completed. The work order ticket must be signed by a Supervisor or Manager. If replacement equipment is required, Amano will attempt to return in the same business day to replace the defective device. The client will be notified when the parts are unavailable.
7. When the EJ Linzie is dispatched to the service location. The client will receive a notification call that a he is on his way.
8. If the service call comes in before 3:30pm CST and the service call will not be completed on the same day, then the client will be called the next morning no later than 10am CT with a notification of when the Service Technician will be arriving.
8. If the call is received after 3:30pm CST, the client will be informed that if the service calls takes place on the same day that it will be an after-hours service call. This will be charged at 1.5 times the regular hourly market service rate. This is discounted as part of the NowCare service.

Lambert--St. Louis Airport Project Close-Out Appendix--C

Amano McGann, Inc. NowCare Premium Support Agreement

This NOWCARE PREMIUM SUPPORT AGREEMENT is made and entered into this 1st day of August, 2017 by and between Amano McGann, Inc. (herein referred to as "AMI") and St. Louis Lambert International Airport/ABM Parking Services (herein referred to as "Customer"), covering all software and host computer components listed on Exhibit A – Software Application List and Host Computer Components (herein referred to as "The Software and Equipment"), and Revenue/ Lane Equipment listed on Exhibit B – Equipment List for the property located at 10701 Lambert International Blvd., St. Louis, MO 63145. AMI will provide the NowCare Premium Support Services listed below for the time period 8/1/17 through 7/31/22 for the sum of \$287,370.00. Customer will be invoiced in full and paid prior to AMI providing any contracted services.

Coverage for any non-peak (defined as after 5:00 pm and weekends and holiday) the labor billed at a rate of \$175.00 per hour with a two-hour minimum. Payment for contracted services will be due and payable prior to AMI providing any contracted service. Default provisions are outlined in section 17 of the agreement's terms and conditions.

Customer requests that all invoices for services covered under this agreement be generated and mailed to the following address:

St. Louis Lambert International Airport
P.O. Box 10306
St. Louis, MO 63145

ATTN: Gregory Luckett, ABM Parking Services

Main Contact Phone Number: 314-890-2900

Agreement covers support of The Software via telephone or email, during AMI's regular business hours, 7:30AM to 4:30PM Local Time Monday through Friday excluding AMI company holidays and weather or emergency related closings, plus repair of malfunctions of the Equipment, including all parts and labor, for Host Hardware Components and Revenue/Lane Equipment during AMI's regular business hours, 7:30AM to 4:30PM Local Time Monday through Friday excluding AMI company holidays and weather or emergency related closings and subject to the following Terms and Conditions:

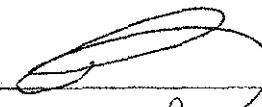
1. PRIORITY RESPONSE – Customer will receive top priority and will be scheduled ahead of all other service work.
2. UPDATES/UPGRADES – Customer will receive all commercially released software updates and upgrades applicable to their system at no additional cost. Amano McGann agrees to provide modifications to the MasterPar for counts as requested at No Charge to St. Louis Lambert International Airport at no charge to the airport during the warranty period at a list price value of \$1,500.00 per modification.
3. TECHNICAL SUPPORT – Technical experts will provide unlimited assistance to Customer with operational questions, troubleshooting and general how-to questions.
4. EQUIPMENT INSPECTION – On a monthly basis, the Revenue/Lane Equipment will be inspected and cleaned as indicated on Exhibit C (PM Checklist) for proper operation, and worn parts will be replaced in the course of AMI's regular service work.
5. UNAUTHORIZED REPAIRS – AMI is not responsible for any repair work performed by non-AMI personnel without the express written consent of AMI. Any work required to correct unauthorized repairs will be invoiced at AMI's applicable labor rates.
6. GUARANTEED RESPONSE TIME – Customer's support calls are prioritized ahead of other calls to insure timely answers to mission critical software questions. Most calls are taken immediately, with a 30 minute response time during peak hours and a 2-hour response guaranteed off peak hours.
 - * Calls received after 3:30PM Local Time may be returned the next business morning by 10:00AM. If a call is not returned within the guaranteed response time Customer will receive a \$75.00 credit for future support services. Failure to contact Customer due to unavailability at the Main Contact Phone Number provided above is not considered non-responsive. AMI does not guarantee a resolution to the call within the guaranteed time but rather a response to the request.
7. CONTINUING EDUCATION – Customer will receive email invitations to AMI web conferencing and real-time interactive software demonstration sessions along with access to the secure customer website and any applicable newsletters and technical bulletins.

19. NON-SOLICITATION – Customer agrees not to directly or indirectly, initiate or be engaged in any solicitation for employment of any employee of AMI for a period of two years after the termination of the Agreement.
20. HOLD HARMLESS – The sole obligation of AMI under this agreement is to make necessary repair of the equipment and to provide support for the software. Customer hereby agrees that there are no warranties, express or implied, which would impose upon AMI any other obligation or liability. AMI shall not be responsible for incidental or consequential injury, damages or loss of revenue resulting from the equipment repair and/or software support provided under this agreement.
21. INSOLVENCY/BANKRUPTCY – In the event Customer is found to be insolvent through an involuntary bankruptcy proceeding or initiates an action for protection through the Bankruptcy Court, this agreement will be null and void immediately. AMI will have no further obligations under this agreement, and the Customer will need to negotiate a new agreement for contract services beyond the date of filing for protection.
22. GOVERNING LAW/VENUE – This agreement will be governed by and construed in accordance with the laws of the State of Minnesota. Customer agrees to be subject to personal jurisdiction in all courts and venues in Minnesota, and waives any jurisdictional or inconvenient forum objections to such.
23. ENTIRE AGREEMENT – This Agreement constitutes the entire agreement between AMI and Customer concerning the NowCare Premium Support Agreement and may not be altered, modified, amended, or changed, in whole or in part, except by a written document executed by both parties.

By signing this agreement, the parties acknowledge they have read and understand the agreement as written and have the authority to bind their respective company to this agreement by their signature below.


Agreed to and Accepted by:

Customer

By: 
Title: Airport Properties Manager
Date: 9/20/17

Agreed to and Accepted by:

Amano McGann, Inc.

By: 
Title: Branch Sales Manager
Date: August 1, 2017

AMANO MCGANN
PARKING SOLUTIONS

Corporate Headquarters
651 Taft Street NE
Minneapolis, MN 55413
Tel: (612) 331-2020
www.amanomcgann.com

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ARTICLE I

DEFINITIONS

Section 101. Definitions. The following words, terms and phrases wherever used in this Agreement will for the purpose of this Agreement have the following meaning

“Agreement”	This contract and any amendments thereto, duly approved by the City.
“Airport”	This will mean Lambert-St. Louis International Airport, which is owned by the City and is operated for the City by the Airport Authority of the City of St. Louis (“Authority”), a department of the City.
“Airport Concession Disadvantaged Business Enterprise (ACDBE) ”	This will mean a concession: (1) that is a for-profit small business concern that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
“Airport Director” or “Director”	This will mean the Director of Airports of the City of St. Louis or her/his authorized or designated representative(s).
“Airport Properties Department”	That department of the Airport Authority of the City of St. Louis that has as its primary responsibility the administration of all tenants, operators, concessions, and other premises at the Airport, and will be the Operator’s point of contact with the Airport on all issues pertaining to this Agreement.
“Annual Operating Budget”	As is established in Section 407 below.
“City”	This will mean the City of St. Louis, owner and operator of Lambert-St. Louis International Airport.
“Commencement Date”	The first day of the term of the Agreement, December 1, 2014.

"Non-Reimbursable Operating Expenses"	As established in Section 403, below.
"Operator"	As stated in the preamble hereof.
Operating Budget" or "Annual Operating Budget"	A line item annual budget with separate amounts budgeted for each category of parking operations expense. The Operating Budget is described further in Section 407 this Agreement.
"Provision"	This means all of the terms, covenants, warranties, conditions, and provisions of this Agreement.
"Reimbursable Capital Expenditures"	As established in Section 404, below.
"Reimbursable Operating Expenses"	As established in Section 402, below.
"Resident Manager"	As defined and established in Section 504.B of this Agreement.
"Revenue Control Systems"	The mechanical, electronic, and/or computerized equipment provided and owned by the City to control, monitor, and record entry/exit transactions, account for revenue collections and assist in the administration and management of the Facilities. This includes, but is not limited to, detector loops, barrier gates, ticket dispensers, Automatic Vehicle Identification (AVI) devices, fee computers, fee displays, traffic lane lights, computerized data management systems and any other management systems existing or to be established related thereto.
"Rules and Regulations"	Those lawful, reasonable, and not unjustly discriminatory rules and regulations, including ordinances and operating directives, promulgated by the Airport Director, the Airport Commission, or the City from time to time for the orderly operation of the Airport.
"Term"	As established in Article III, Section 301, below.

ARTICLE III

TERM

Section 301. Term. The "**Term**" of this Agreement begins on December 1, 2014 (the "**Commencement Date**") and ends on November 30, 2019 (the "**Expiration Date**") unless extended or sooner terminated in accordance with other terms of this Agreement. This Agreement is subject to the City's Charter and ordinances and will not become effective or binding on the City until fully executed by all signatories of the City.

Section 302. Surrender of Operation. No notice to quit operation at the expiration date of the Term of this Agreement will be necessary. The Operator warrants, covenants and agrees that at the expiration date of the Term of this Agreement, or at the earlier termination hereof, it will peaceably surrender operation of the Facilities and vehicles in good condition as they exist at the time of the Operator's initial entry upon the Facilities or acceptance of the vehicles under this Agreement, reasonable wear and tear, acts of God, and other casualties excepted, and the City will have the right to take operation of the Facilities with or without due process of law.

Operator warrants, represents and agrees that it will, at the expiration or early termination of the Term of this Agreement, promptly turn over to the City all of the City's property or equipment including, without limitation, all Revenue Control Systems, vehicles and any other equipment and keys; the operating and maintenance manuals for the Revenue Control Systems, vehicles and any other equipment, materials, parts, and supplies used by the Operator; documents, files, logs, plans, manuals, schedules, maps, records provided by or paid for by the City, all keys for the parking office, maintenance facility, cashier booths and any other areas kept locked by the Operator.

ARTICLE IV

FINANCIAL

Section 401. Management Fee.

A. The City, subject to the Provisions of this Agreement, will pay to Operator an annual "**Management Fee**" as set out below for each Contract Year to be paid in monthly installments of 1/12th of the annual Management Fee then in existence. The monthly Management Fee will be paid within fifteen (15) days from receipt of the statements of Gross Receipts and Reimbursable Operating Expenses as submitted to the Airport's Accounting Department. The City has the right without notice to deduct from any requested reimbursement amount for Reimbursable Operating Expenses and/or the Management Fee any unpaid amounts due or owed the City from the Operator under this Agreement.

- D. Insurance deductibles;
- E. Uninsured losses;
- F. Personal long distance telephone charges of the Operator's Airport employees.
- G. Charitable and political contributions except as approved in advance by the Director;
- H. Penalties and fines paid or owed by the Operator or the Operator's employees, agents, contractors, or invitees, including but not limited to any amounts due because of lost Airport identification badges;
- I. Damages owed to the City;
- J. Late payment charges owed to a vendor;
- K. Late payment charges owed to the City;
- L. Repair of damage to City or others property caused by the Operator's employees, agents, contractors, independent contractors, licensees, or invitees, or for which the Operator is responsible under this Agreement;
- M. Interest on money borrowed or other financing costs;
- O. Internal audits; and
- P. Liabilities, losses, suits, claims, litigation costs, legal fees, judgments, fines or demands that Operator is responsible for under Section 906 titled Indemnification.

Section 404. Reimbursable Capital Expenditures. In addition to the Reimbursable Operating Expenses, the City may, at its sole and absolute discretion, pay the Operator for capital items in advance of or in lieu of reimbursement. Such capital items ("**Reimbursable Capital Expenditures**") may include but are not limited to, purchase of vehicles and modifications to the Facilities unless otherwise excluded from reimbursement pursuant to this Agreement.

Section 405. Deposit of Gross Receipts. The Operator warrants, represents and agrees that it will collect, hold in trust for the City, account for, and deposit in a bank account designated by the City, and in the name of the City each day's Gross Receipts from the operations hereunder. Deposits must be made each day that the bank designated by the City is open. The amount shown on the deposit slip and/or cash deposit summary must be equal to the amount shown on the detailed daily report forms referred to in Section 413. All Gross Receipts derived from the operation of the Facilities will belong to the City and will be held in trust by the Operator while the funds are in its custody and/or control. Should any Gross Receipts be lost, stolen or otherwise removed without the authorization of the City from the custody and control of the Operator prior to their deposit in the bank account designated by the City, the Operator will be responsible therefor and will deposit in said account like sum of monies within forty-eight (48) hours of such loss, theft or removal. Should said loss, theft or removal be insured or otherwise secured by the Operator, any payments made to the City on account thereof will, if appropriate,

month for the previous month of operation. Said statement must be accompanied by such proof of disbursements in a form acceptable to the Director, as the City requires. The City will reimburse the Operator for expenditures authorized pursuant to this Agreement within a reasonable period of time from receipt of said statements and proof of disbursements. The Director may adjust the frequency of reimbursement as operating conditions may warrant, but in no case less than monthly. In the event the City questions the eligibility of any expense submitted by the Operator for reimbursement, the Director will request in writing, and the Operator will submit, additional documentation or clarification in support of the eligibility of such disputed item. The Director's determination as to the eligibility of any expense submitted by the Operator for reimbursement is final.

Any expense item(s) that the Airport's accounting staff questions, or needs additional information must not delay the payment of those expense items that have been approved. Any expense item(s) in dispute may be withheld from that month's reimbursement request with payment for the approved expenses to be paid in a timely manner. Once the disputed item has been resolved, payment on that expense item(s) will be included in the following month's reimbursement.

Section 410. Operating Fund. On or before the first business day of the first month of the Term of this Agreement, the City will deliver to the Operator an amount equal to 1/6 of the approved Annual Operating Budget. These funds will be used by the Operator only for payment of costs authorized by the approved Annual Operating Budget. On or before the fifteenth (15th) day of the month following the expiration or early termination of this Agreement, the Operator will deliver to the Airport, a certified or cashier's check in an amount equal to the amount delivered to the Operator under this Section at the beginning of the Term of this Agreement. The Operator may not credit this amount against any amounts due the Operator from the City. The City will not pay the Operator any amounts due the Operator for the final month of the Term of this Agreement until the requirements of this Section are complied with in full.

Section 411. Equipment Provided by City. The City will provide and pay for the following capital equipment:

- A. All Revenue Control Systems; and
- B. All other capital equipment, which in the sole opinion of the Director, is necessary for the operation of the Facilities.

The Director may require the Operator to purchase the above mentioned equipment pursuant to Section 404 above.

Section 412. Title to Equipment, supplies, and Data. Title to all equipment used or collected by the Operator in conjunction with this Agreement, whether purchased pursuant to the approved Annual Operating Budget, as a capital expenditure, or directly by the City, vests in the City upon purchase.

Section 413. Reports. The Operator will provide the Director, in a form and detail satisfactory to the Director, regular operational reports including but not necessarily limited to the following:

such audits or an outside representative engaged by the City. The City or its designee may conduct such audits or inspections throughout the Term of this Agreement and for a period of three years after final payment or longer if required by law.

The Operator's "**records**" as referred to in this Contract include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily, diaries, operating reports, drawings, receipts, and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the Contract. Such records subject to audit also include, but be not limited to, those records necessary to evaluate and verify direct and indirect costs as they apply to cost associated with this contract. Such records include all records that may have a bearing on matters of interest to the City for the City to adequately evaluate and verify the following:

- Operator's compliance with the requirements of this Agreement and,
- Compliance with policies and operating procedures concerning Gross Receipts, Reimbursable Operating Expenses and Reimbursable Capital Expenditures, as submitted by the Operator.

The City' authorized representative or designee will have reasonable access to the Operator's facilities, will be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement, and will be provided adequate and appropriate work space, in order to conduct such audits in compliance with this Section.

If an audit inspection or examination in accordance with this article disclose overpricing or overcharges by the Operator to the City, the Operator will pay such funds due to the City within 15 days after the completion of the audit and written notice by the Director or his designee. If disclose overpricing of overcharges by the Operator are in excess of one-half of one percentage (.5%) of the total contract billings, the reasonable actual costs of the City' audit will be reimbursed to the City by the Operator. Any adjustments or payments which must be made as a result of any such audit or inspection of the Operator's invoices or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Operator.

Section 417. Secondary Audits. The Operator will conduct quarterly internal audits of the operation. The scope of such audits will be reviewed and approved by the Director in writing prior to each audit being conducted. The Director's determination as to the scope of such audits is final. The results of such internal audits will be sent to the Director within thirty (30) days of the internal audit.

Section 418. Parking Rates. The Operator will charge users of the Facilities only those rates, which are established from time to time in writing by the City and will permit only such complimentary use of parking space as may be established by the City. The City has the sole and unrestricted right from time to time as it considers necessary or advisable, to revise the parking rates. Should additional parking lots be made available at the Airport for parking the

Section 503. Hours of Operation. The Operator will, pursuant to a staffing plan prepared by the Operator and approved by the Director, have appropriate attendants on duty at the Facilities twenty-four (24) hours per day each day of the year and at all times provide adequate personnel to meet all reasonable demands of the public.

Section 504. Personnel.

- A. The Operator will employ and train all persons necessary to operate the Facilities, including supervisory personnel, cashiers, clerical staff, and all other personnel necessary for compliance with the provisions of this Agreement.
- B. The Operator will employ a full-time, qualified and experienced "**Resident Manager**", who must be approved by the Director, whose sole duty will be to supervise and be responsible for all aspects of this Agreement and whose office must be on the Airport. If the choice of resident manager is in dispute, the Director's decision is final. Said resident manager, or a qualified and experienced assistant responsible for acting in the absence of said resident manager, must be on duty at all times at the Airport.
- C. The Operator will be responsible for the neat appearance, courtesy, efficiency and conduct of all Operators' personnel at all times. Such personnel will be non-discriminatory with regard to services rendered and polite under all circumstances, and under no circumstances will they be loud, boisterous or noisy or use profane or abusive language in or about the Facilities.
- D. The Operator will, within twenty-four (24) hours written notice by the Director, remove and keep removed from the Facilities any employee who participates in illegal acts in the Facilities, who violates Airport Rules and Regulations or the provisions of this Agreement, or who, in the opinion of the Operator or at the sole discretion of the Director is determined to be otherwise detrimental to the public interest at the Airport. The Director's decision is final.
- E. The Operator's employees will wear while on duty nametags and uniforms approved by the Director.

Section 505. Supplies & Equipment. The Operator will procure all supplies and equipment paid for from the approved Annual Operating Budget. Parking tickets will be purchased by the Operator, paid for from the approved Annual Operating Budget, but must be delivered by the manufacturer to the Office of the Director.

Section 506. Parking Charges & Collection of Monies.

- A. The Operator will collect and hold in trust for and on behalf of the City all monies collected from parking customers in accordance with the rate structure established by the City and it will deposit all such monies in the bank account to be designated by the City and in the name of the City, as provided in Section 405.
- B. The Operator will charge users of the Facilities only those rates which are established from time to time in writing by the City, as provided in Section 418, and will permit only such

- A. Shuttle Bus service must be available twenty-four (24) hours a day, seven (7) days a week. The Operator will schedule service in a flexible manner so that all required service is provided. A goal that no passenger will be required to wait more than six (6) minutes for the Operator's shuttle bus operation during day time and evening hours (5:30 a.m. to 10:30 p.m.) nor more than ten (10) minutes during night hours (10:30 p.m. to 5:30 a.m.) is established by this Section.
- B. The routing and scheduling for the shuttle bus service may require changes from time to time for the purpose of a more efficient operation. These changes must first be approved by the Director in writing. The Operator is required to operate the shuttle bus according to any schedule change directed by the Airport.
- C. The Operator will be responsible for fully maintaining shuttle vehicles in clean, safe, and good running order in accordance with a maintenance schedule prepared by the Operator and approved by the Director in writing.
- D. The Operator will be solely responsible for all damage to the shuttle vehicles resulting from acts of god (normally covered under a standard automobile insurance policy), the acts of third parties or the negligent acts, intentional or unintentional, of the Operator, its employees, agents, contractors and independent contractors, and any expenses incurred herein will not be reimbursable under this Agreement. Any expenses resulting from routine or normal maintenance or routine or normal repairs will be considered an Operating Expense under this Agreement, unless otherwise excluded pursuant to this Agreement or otherwise insured pursuant to Article IX of this Agreement.
- E. The Operator will have a dispatcher (or an employee with supervisory capability) at the Airport at all times. Said dispatcher will have two-way communication with all the vehicles and will be responsible for compliance with scheduling (or any changes needed to meet demands for service).
- F. The Operator will employ sufficient drivers and relief drivers to meet the requirements of this Section. All drivers must be uniformed, clean and neat in appearance, and courteous at all times.
- G. All drivers and dispatchers will be properly licensed under the laws of the State of Missouri.
- H. Drivers will be trained to give announcements to passengers and prospective passengers on the locations of airport and airline facilities and on safety precautions; drivers will be required to advise dispatchers on needs for additional service.
- I. Employees of the Operator will make no charge to the members of the public for use of the shuttle bus operation and will not solicit gratuities.

Section 513. Support Vehicles. The City, at its sole and absolute discretion, may provide support vehicles to the Operator for the safe and efficient operation of the Facilities and shuttle service. The Operator will operate and maintain such support vehicles in accordance with the

strategic marketing program, the approved Annual Operating Budget will be amended accordingly, to account for all operating expenses in conjunction with the strategic marketing program.

Section 519. Non-Compete. The Operator warrants, represents, stipulates and agrees that no officer, director, owner, partner, affiliate or ACDBE partner of the Operator or business organization owned wholly or partially by the Operator or its directors, officers, owners, affiliates, partners or ACDBE partners will own, operate or have a financial interest in any parking operation which would be in competition with the Airport or its Facilities during the Term of this Agreement or any extension thereof.

Section 520. Additional Responsibilities of Operator. The Operator warrants, represents, covenants, stipulates, and agrees that the Operator will:

- A. Comply with the most recent and applicable municipal codes and ordinances and state and federal laws and regulations as they may be amended from time to time.
- B. Not subcontract, assign or otherwise transfer any of the services or work to be performed under this Agreement without the prior written consent of the City, and any failure to do so will be deemed cause for termination of this Agreement. (See Article X entitled, "Assignment, Subletting, & Subcontracting").
- C. Be responsible for the employment and supervision of its own staff to carry out its obligations under the Agreement and be responsible for the performance and payment of professional services that it may hire for, subject to the provisions of this Agreement, in addition to the Consultant's regularly employed staff. (See Article X entitled, "Assignment, Subletting, & Subcontracting").
- D. Be responsible for the professional quality, technical accuracy, and coordination of information and materials utilized to implement the services provided under the Agreement. The Operator will, without any additional compensation, correct or revise any errors or deficiencies for which it is responsible in the course of providing its services under this Agreement as determined by the Manager.
- E. Treat all knowledge of the City's intentions, operations or procedures, and business as confidential and at no time divulge such information without the prior written consent of the Airport Director, unless otherwise required by a court order or subpoena. Operator will timely inform the City of any such order or subpoena prior to releasing said confidential information.
- F. Provide personal attention to and prompt services for all assignments. The Operator understands and agrees that the City does not waive any rights or bases for any cause of action by the virtue of its review, approval, acceptance, or payment of any services provided by the Operator under this Agreement.
- G. Provide the following ancillary services as required:
 - 1. Compressed Natural Gas Station Maintenance: Operator will be responsible for the repair, maintenance and preventative maintenance of the Compressed Natural Gas fueling system located at Lot C.

B. Surface Lots:

1. Pavement;
2. Fencing;
3. Lighting and relamping; and
4. Sidewalk surface and curbing.

C. Buildings (including but not limited to the office building and maintenance building):

Structural components.

Any of the maintenance items listed above will be considered reimbursable as an operating expense if the City approves the Operator performing said maintenance.

Section 703. Maintenance by the Operator. The Operator will provide maintenance services for the designated Facilities including but not limited to the following:

A. Terminal 1 Garage and Terminal 2 Garage:

1. Signage;
2. Cashier booths;
3. Sweeping, oil and fuel spills;
4. Janitorial service;
5. Snow and ice removal;
6. Electrical System;*
7. HVAC;*
8. Plumbing;*
9. Striping;*
10. Janitorial service for stairs, stairwells, terminal entry ways; and
11. Revenue control equipment.

***The Operator will first notify the City of necessary maintenance or repair. The City has the first right to perform required maintenance, or the City will inform the Operator to maintain or repair such item.**

B. Surface Lots:

1. Cashier booths;

Section 704. Right to Enter, Inspect and Make Repairs. The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives have the right (at such times as may be reasonable under the circumstances and with as little interruption of the Operator's operations as is reasonably practicable) to enter upon and in the Facilities for the following purposes:

- A. To inspect such Facilities to determine whether Operator has complied and is complying with the terms, covenants and conditions of this Agreement.
- B. To perform maintenance and make repairs in any case where the Operator is obligated, but has failed to do so, after the City has given the Operator notice so to do, in which event the Operator will reimburse the City for the cost thereof plus a charge of 15% for overhead promptly upon demand. (Such maintenance or repair will not be reimbursable under this Agreement.)
- C. To gain access to the mechanical, electrical, utility and structural systems of the Airport for the purpose of maintaining and repairing such systems.
- D. To make inspections, testings, reports, surveys, environmental inspections, studies, environmental remediation, and assessments as City in its sole and absolute discretion may determine to make.

Section 705. Utilities. The City will pay directly for all utilities required other than telephone utilities.

Section 706. Shutdown of Services. The City through its Director will have the absolute right to take over the operation of the Facilities or any part or portion thereof, either by the City or through others, in the event that any portion or all of the Facilities should remain closed, or the service materially or substantially interrupted, for any period of time by reason of the Operator being unable or unwilling, for any reason whatsoever, to employ, maintain in its employ, or adequately provide for the personnel necessary to keep the entire Facilities open for public patronage or for any other reason the Operator is unable or unwilling to keep the entire Facilities open for public patronage.

During any such period that the City takes over, the Management Fee will be reduced on a pro rata basis for each day the City operates the Facilities.

ARTICLE VIII

PERFORMANCE AND PAYMENT BOND

Section 801. Performance and Payment Bond. Operator agrees to furnish a Performance and Payment Bond in a form acceptable to City in the principal amount equal to Two Million, Five Hundred Thousand Dollars (\$2,500,000.00) prior to execution of this Agreement. Such bond or other form of security agreed to by the City, must remain in full force and effect throughout the Term, and must extend at least one hundred eighty (180) days following the expiration or early

sufficient to cover Operator's indemnity obligation hereunder. St. Louis County, City, its officers, employees and agents have no liability for any premiums charged for such coverage, and the inclusion of St. Louis County, City and its Board of Aldermen, Airport Commission, officers, employees and agents as Additional Insured is not intended to, and does not, make St. Louis County, City, its officers, employees and agents a partner or joint venture partner with Operator in its operations hereunder. Each such insurance policy must provide primary coverage of the St. Louis County, City, its officers, employees, and agents and must provide primary coverage to the City when any policy issued to the City provides duplicate or similar coverage and in such circumstances, the City policy will be excess over the Operator's policy.

Section 902. Vehicle Insurance. The Operator will provide comprehensive and collision vehicle insurance coverage for all City-owned or leased vehicles used by the Operator.

Section 903. Workers' Compensation. The Operator will maintain Worker's Compensation and Employer's Liability Insurance at least at the statutory requirement and in accordance with Missouri laws and regulations. Operator will require that all of its subcontractors or licensees similarly provide such coverage. The City, its officers, employees, or agents will not be liable or responsible for any claims or actions occasioned by Operator's failure to comply with the provisions of this subsection. The indemnification provisions of this Agreement apply to this subsection. It is expressly agreed that the employees of the Operator are not employees of the City for any purpose, and that employees of the City are not employees of the Operator.

Section 904. Crime Insurance. Operator will maintain a commercial crime insurance policy(ies) protecting against loss due to employee dishonesty; forgery or alteration; theft, disappearance and destruction; premise theft and outside robbery; computer fraud; robbery and safe burglary, money and securities; and securities deposited with others. Such coverage must be written on a Contract blanket basis, in an amount of not less than \$5,000,000 per loss. Such insurance must name the City as joint payee.

Section 905. Evidence of Insurance. Certificates, or other evidence of insurance coverage required of Operator in this Article, must be delivered to the Director in form and content satisfactory to the City.

At least fifteen (15) days prior to the expiration of any such policy, Operator will submit to the Director a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, Operator will within fifteen (15) days after the date of such written notice from the insurer of such cancellation or reduction in coverage, file with the Director, a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

All policies of insurance herein must be in a form and in a company or companies approved by the City, and qualified to do insurance business in the State of Missouri. Each such policy must provide that the policy may not be materially changed, altered or canceled by the insurer during its term without first giving thirty (30) days written notice to the Director.

Section 906. Indemnifications.

A. Indemnification - Operator will protect, defend, and hold St. Louis County, the City, its Board

Agreement. The Operator will provide notice of this waiver of subrogation to its insurer(s).

ARTICLE X

ASSIGNMENT, SUBLETTING AND SUBCONTRACTING

Section 1001. Assignment. The Operator will not assign this Agreement. Any such transfer or assignment will constitute a default on the part of the Operator under this Agreement. No action or failure to act on the part of any officer, agent or employee of the City will constitute a waiver by the City of this provision of the Agreement.

Section 1002. Subletting. The Operator will not sublet the Facilities.

Section 1003. Subcontracting. The Operator will not subcontract this Agreement or any portion of the Facilities or services included in this Agreement without the prior written approval of the City. At least sixty (60) days prior to any contemplated subcontracting of this Agreement or any portion thereof, the Operator must submit in writing a request to the Director. This request must include a copy of the proposed subcontract. Any subcontract must have the prior written approval of the Director whose approval may be withheld without justification. Any such subcontract must require at a minimum: (1) strict compliance with all applicable provisions of this Agreement; (2) a provision that the subcontractor will use the Facilities solely for the purposes identified in this Agreement; (3) a provision ensuring that all services are available during the hours of operation required in Section 503 of this Agreement and that the term of the subcontract will expire no later than the expiration or early termination of this Agreement. No subcontract will be effective until such time as the Director a fully executed copy of the approved subcontract.

The parties understand and agree that the Operator is responsible for the performance of its subcontractors under this Agreement. The Operator agrees to initiate and promptly take whatever corrective action is necessary should a contractor fail to comply with its contract with the Operator or any provision of this Agreement. Any subcontract without the prior written consent of the City, as provided for above, will constitute a default on the part of the Operator under this Agreement. No action or failure to act on the part of the City or any of its officers, employees, agents, or representatives will constitute a waiver by the City of this provision.

ARTICLE XI

TERMINATION OF AGREEMENT IN ENTIRETY

Section 1101. City's Right to Terminate. The City, acting by and through its Director, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof, upon the happening of any one or more of the following events. By example, but not by way of limitation, the following acts or omissions will constitute a default.

A. Failure to deposit Gross Receipts as required in Section 405, as provided herein

- C. In the event of destruction of all or a material portion of the Airport or the Airport facilities, or in the event that any agency or instrumentality of the United States Government or any state or local government occupies the Airport or a substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action, of normal civilian traffic at the Airport, continuing for a period in excess of sixty (60) days.
- D. If the City has failed in the performance of any material Provision within the control of the City and herein required to be performed by the City.

Section 1103. Procedures for Termination. No termination declared by either party will be effective unless and until not less than forty-five (45) days have elapsed after notice by either party to the other specifying the date upon which such termination will take effect, and the cause for which this Agreement is being terminated; and no such termination will be effective if such cause of default by its nature cannot be cured within such forty-five (45) day period, and if the party at default commences to diligently correct such default within said forty-five (45) days and corrects the same as promptly as is reasonably practicable. Notwithstanding the foregoing, the effective date for termination will be thirty (30) days after written notice by the City to Operator for failure to make any payments or deposits when due, or failure to provide the security for performance as specified in Article VIII or for failure to provide or preserve coverage as specified in Article IX unless cured in said 30 days after written notice from the City to the Operator.

In the event that suit is instituted by the City upon the failure to deposit Gross Receipts as provided herein or any other default or breach of any Provision of this Agreement, then the Operator agrees also to pay all reasonable attorneys' fees and litigation costs incurred by the City.

Section 1104. Rights Cumulative. It is understood and agreed that the rights and remedies of the City and the Operator specified in this Article are not intended to be, and are not exclusive of one another or exclusive of any common law right of either of the parties hereto.

ARTICLE XII

AIRPORT OPERATOR DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

Section 1201. Compliance.

- A. An ACDBE race conscious participation goal has not been established for this contracting opportunity. Operator agrees as a condition hereunder, to meet minimum ACDBE participation goal of not less than **three point two percent (3.02%)** participation in the ownership, management and control of the business by the methods of participation allowed by DOT 49 CFR Part 23. The goal will be measured as a percentage of total Gross Receipts. The goal remains in effect throughout the Term of the Agreement and credit toward the

above covenants, the City will have the right to terminate this Agreement and/or seek other remedies at law or inequity.

G. The City will use the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 23. The City has available several remedies to enforce the ACDBE requirements contained in its contracts, including but not limited to breach of contract action, pursuant to the terms of the contract. In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the ACDBE program, including, but not limited to the remedies of 49 CFR 23, Section 23.11. The City will implement the following additional monitoring and compliance procedures. Operators or contractors will be required to submit quarterly gross receipts earned by ACDBEs. Operators or contractors will be required to submit, for review and approval, a written notification of any material change in the duties, functions and responsibilities of ACDBEs prior to implementing the change. Operators or contractors will be required to list the specific duties, functions and responsibilities that ACDBEs will perform.

H. The City will perform periodic reviews, including site visits, each year to confirm ACDBEs are performing listed duties, functions, and responsibilities. The City will request from Operator any expenditures made with ACDBEs in performing services and supplying goods. Those expenditures will be reported quarterly to the City. The City will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 49 CFR Part 26, Section 26.107. The City will consider similar action under its own legal authorities, including responsibility determinations in future contracts. The City will have all remedies available to the City at law or in equity in the event of non-compliance with the ACDBE regulations herein.

J. Quarterly ACDBE Activity Reports. Operator will be required to submit to the City by the 15th day following each calendar quarter (January 15th, April 15th, July 15th, and October 15th) an accurate statement of ACDBE utilization (if applicable). Operator will document, in a manner satisfactory to the Director, the specifics of all Gross Receipts attributable to ACDBEs in addition to purchases from certified ACDBEs. This statement must be certified accurate by an officer of the Operator. Operator will submit quarterly ACDBE activity reports to the City in a form approved by the Director.

K. ACDBE Documentation. Operator will keep and make available to the City, such records (copies of subcontracts, paid invoices, documentation or correspondence) as are necessary for the City to determine compliance with the ACDBE participation goal (if applicable). These records must be retained for a minimum of three (3) years after the termination of this Agreement. The City reserves the right to investigate, monitor, or review records for compliance.

- B. The Operator agrees that in performing under this Agreement, neither he nor anyone under its control will permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, sex, age, disability, national origin or ancestry. The Operator will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, age, disability, national origin or ancestry. Such action must include, but will not be limited to action to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. The Operator will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of the Operator state that all qualified applicants must receive meaningful consideration for employment without regard to race, creed, color, religion, sex, national origin or ancestry. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". The Operator will not make inquiry in connection with prospective employment, which expresses directly or indirectly any limitation, specification or discrimination because of race, creed, color, religion, sex, age, disability, national origin or ancestry.
- D. The Operator agrees that should it be determined by the Operator or the City that he will be unable to conform to his approved positive employment program submitted to determine eligibility under the fair employment practices provisions of the City Code, he will notify the Fair Employment Practices Division of the Civil Rights Enforcement Agency (CREA) within ten (10) days of such determination, as to the steps to be taken by the Operator to achieve the provisions of his program.
- E. The Operator will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices. The Operator further agrees that these clauses (B through E) covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by the Operator in all contracts or agreements it enters into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.
- F. Whenever the Operator is sued by a subcontractor, vendor, individual, group or association as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, the Operator will notify the City Counselor in writing of such suit or threatened suit within ten (10) business days.
- G. In event of the Operator's noncompliance with nondiscrimination clauses of this Agreement, or to furnish information or permit his books, records and account to be inspected within twenty (20) days from date requested, this Agreement may be canceled, terminated or suspended, in whole or in part subject to Article XI above, and the Operator may be declared ineligible for further City contracts for a period of one year by option of the City, provided, further, if this Agreement is canceled, terminated or suspended for failure to comply with fair employment practices, the Operator will have no claims for any damages or loss of any kind

Section 1307. Operation and Maintenance of Airport. The City will at all times operate the Airport properly and in a sound and economical manner; and the City will use reasonable effort to maintain, preserve and keep the same or cause the same to be maintained, preserved and kept, with the appurtenances in good repair, working order and condition, and will from time to time use reasonable effort to make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Airport may be properly and advantageously conducted in conformity with standards customarily followed by municipalities operating airports of like size and character.

Section 1308. Title to Site. The Facilities from the date hereof until the expiration or early termination of this Agreement will be owned in fee simple title by the City or in such lesser estate as in the opinion of the City Counselor is sufficient to permit the use thereof by the City as herein provided for the full Term provided in this Agreement.

Section 1309. Subordination to Agreements with the United States. This Agreement is subject and subordinate to any existing or future agreements between the City and the United States of America or governmental authority, relating to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds or the approval to impose and use Passenger Facility Charges (14 C.F.R. Part 158) ("PFCs") for the improvement or development of the Airport. Neither Operator nor any subcontractor will cause the City to violate any assurances made by the City to the United States of America in connection with the granting of federal funds or the approval of such PFCs.

This Agreement is also subordinate to the rights of the United States of America to operate all of the Airport, or any part thereof, during time of war or national emergency. Such rights will supersede any provisions of this Agreement inconsistent with the operation of the Airport by the United States of America.

Section 1310. Modifications to Maintain Federal Compliance. In the event that the FAA requires, as a condition precedent to granting of funds for the improvement, development, or expansion of the Airport, modifications or changes to this Agreement or determines this Agreement to be inconsistent with City's grant assurances, current or future, Operator agrees to consent to such reasonable amendments, modifications, or changes to this Agreement as may be required to enable the City to obtain said funds or comply with the City's grant assurances.

Section 1311. Governing Law/Compliance/Venue. This Agreement is deemed to have been made in, and be construed in accordance with the laws of the State of Missouri and is subject to the City's Charter laws and ordinances, as may be amended from time to time. The parties will perform and comply in all material respects with laws, rules, orders, ordinances, regulations, Environmental Laws, Environmental Permits, decrees, judgments and requirements now or hereafter enacted or promulgated which are applicable. It is agreed by the parties hereto that any action at law, suit in equity, claim, demand or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, will be instituted only in a federal or state court in the City of St. Louis, Missouri. Operator and the City hereby admit and consent to the jurisdiction and venue of such courts. The provisions of this section will survive the expiration or termination of this Agreement

review the applicable agreements and by reasonable interpretation thereof determine the rights of each party, and the Operator agrees to be bound by such decision. All determinations by Director are final and binding.

Section 1323. Time is of the Essence. The parties hereto expressly agree that time is of the essence in this Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, relieves the other party, without liability, of any obligation to accept such performance.

Section 1324. Acknowledgment of Terms and Conditions. The parties affirm each has full knowledge of the Provisions contained in this Agreement. As such, the Provisions of this Agreement will be fairly construed and the usual rule, of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, will not be employed, in the interpretation construction of this Agreement or any amendments, modifications or exhibits thereto.

Section 1325. Required Approvals. When the consent, approval, waiver, or certification ("Approval") of other party is required under the terms of this Agreement, such approval must be in writing and signed by the party approving. Whenever the Approval of the City or the Director is required, the Approval must be from the Director or his/her authorized or designated representative. The City and the Operator agree that extensions of time for performance may be made by the written mutual consent of the Director and the Operator or its designee.

Section 1326. Entire Agreement. This Agreement, together with all exhibits attached hereto or other documents incorporated by reference herein, constitutes the entire agreement between the parties hereto and all other representations or statements heretofore made, verbal or written are merged herein and this Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto. In the event of any inconsistency or conflict between the terms of the Agreement, the inconsistency will be resolved by giving preference in the following order:

- a. Agreement
- b. Exhibits and Attachments to Agreement
- c. Other documents incorporated by reference

Section 1327. Environmental Notice. The Operator will promptly notify the Director of (1) any change in the nature of the Operator's operation on the Facilities or the Airport that will materially or substantially change the City's or Operators' potential obligations under the environmental laws, or (2) the commencement of any governmental entity of a formal administrative proceeding before an administrative law judge or a civil or criminal action before a judicial tribunal alleging a violation of environmental law in connection with the Operator's operation on the Facilities or the Airport.

Section 1328. Counterparts. This Agreement and any companion documents or instruments contemplated or referred to herein may be executed in any number of counterparts, each of which will be original, but all of which together will constitute one document or instrument.

Section 1329. Facsimile Signatures. This Agreement and any companion documents or notices required or contemplated herein may be executed or signed via facsimile and the

Section 1404. Posting. Operator will post the Living Wage Bulletin, together with a “Notice of Coverage,” in English, Spanish, and other languages spoken by a significant number of the Operator’s employees, in a prominent place in a communal area of each worksite covered by this Agreement.

Section 1405. Subcontractors. Operator hereby agrees to require Subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors. Operator will include these Living Wage Compliance Provisions in any contract with such Subcontractors.

Section 1406. Term of Compliance. Operator hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to this Agreement is being performed by Operator’s employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.

Section 1407. Reporting. Operator will provide the Annual Reports and attachments required by the Ordinance and Regulations.

Section 1408. Penalties. Operator acknowledges and agrees that failure to comply with any provision of the Ordinance or Regulations may result in penalties specified in the Ordinance or Regulations, which penalties may include, without limitation, suspension or termination of this Agreement, forfeiture, and/or repayment of City funds disbursed, and/or the payment of liquidated damages, as provided in the Ordinance and Regulations.

Section 1409. Acknowledgements. Operator acknowledges receipt of a copy of the Ordinance and Regulations.

ARTICLE XV

MISSOURI UNAUTHORIZED ALIENS LAW

Section 1501. Missouri Unauthorized Aliens Law. As a condition precedent for the award of this Agreement and prior to performing any work or services under this Agreement, the Operator, will, pursuant to the applicable provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the “**Missouri Unauthorized Aliens Law**”), by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The Operator will also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the Missouri Unauthorized Aliens Law. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as **Exhibit “B”** entitled “Affidavit”. Operator’s failure to comply at all times with the Missouri Unauthorized Aliens Law or the Provisions of this Agreement related to the Missouri Unauthorized Aliens Law may result in the termination of this Agreement by the City and/or the City seeking other remedies available to the City at law or in equity. In addition, the State of Missouri may impose penalties or remedies for violations of the Missouri Unauthorized Aliens Law as set forth therein. The Operator will promptly and timely

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement the day and year first above written.

The City Of St. Louis, Missouri, Owner And Operator Of Lambert-St. Louis International Airport:

The foregoing Agreement was approved by the Airport Commission at its meeting on the 2nd day of July, 2014.

[Signature]
Commission Chairman
and Director of Airports

12-2-14

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on the 16th day of July, 2014.

[Signature] 12/5/14 approved as BB #97
Secretary Date
Board of Estimate & Apportionment

Approved As To Form By:

Countersigned By:

[Signature] 12/3/14
City Counselor Date
City of St. Louis

[Signature] 12/4/14
Comptroller Date
City of St. Louis

Attest:

[Signature] DEC 10 2014
Register Date
City of St. Louis

COMPTROLLER'S OFFICE
REC'D BY NO. 188 67760

ABM PARKING SERVICES, INC.

By:

Attest:

[Signature] 6/15/14
Date

[Signature] 6/18/14
Asst. Secretary Date

Title: Vice President

Shuttle Repair

Costs for all mechanical and interior repairs to the vehicle fleet, which includes the shuttles, trucks, sweeper trucks and vans. This account to be used for the cost of items such as brakes, hoses, oil changes, alternators, generators, tires, antifreeze, seats step treads and A/C repairs.

Revenue Control Maintenance

Cost used for the purchase of emergency parts and labor to maintain and repair all revenue control equipment.

Signs

Costs to purchase, make, and install all parking operation directional signs, rate signs, informational signs, "thank you" signs and signs to promote and market the Airport's parking facilities.

General Maintenance

Costs related to maintain the parking facilities with cleaning supplies, nails and screws, mops and brooms, caulking, janitorial supplies such as paper towels, toilet tissue, window cleaner, toilet seat covers, and air freshener.

Radio Repairs

Costs for bus radio repairs and general maintenance of the operator's two-way radios, the purchase of two-way radios and if necessary any FCC license requirements.

Vehicle Rental

When the operator experiences mechanical breakdowns with the shuttles, support vehicles or a supervisor's vehicle and when the existing shuttles cannot handle the volume of parkers, then the costs to rent additional vehicles is charged to this line.

Repairs & Maintenance

Costs of re-stripping the garages and surface lots charged to this line item along with other garage and surface lots repairs made by the operator.

Miscellaneous

Items purchased in which the frequency of the purchase item is low or the dollar amount is small and the description of the type of item or service purchased does not fit in with any other line item.

DOT Testing

This line item is for the costs of drug testing as well as physicals for our drivers as required by the Missouri Department of Transportation (MODOT). Also, charged to this line are drug tests of any employee that was involved in an auto accident.

Recruiting Expense

This line item to be used for cost of recruiting new employees. These costs would include the expense of "help wanted" ads in newspaper and journals, and the costs to run background checks of prospective employees.

Customer Refunds

Customers that receive a return of their paid parking fees will have that refund charged to this line item.

Postage & Freight

This line item is used for all postage including general letters, certified mail, FED EX shipments and solicitation for bid letters.

Associate Incentive Award

Cost of any bonus or incentive program as per the terms and conditions of the Agreement will be charged to this line item. Items such as service pins, gift certificates for employment anniversaries, and awards for outstanding levels of service to the public are to be charged to this line item.

CNG Contract

Costs to maintain the CNG dispensing equipment on the Cypress parking lot.

Cash Difference

Any cash over or shorts that operator's cashiers have are charged to this item.

Landscaping

Expenses incurred by any landscaping subcontractors hired by the operator to maintain and improve the lawns, shrubs and plants at the parking lots are charged to this line item.

STATE OF California)
)SS.
COUNTY OF Los Angeles)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared D. Scott Hutchison (Name of Affiant) who, by me being duly sworn, deposed as follows:

My name is D. Scott Hutchison (Name of Affiant), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the Vice President (Position/Title) of ABM Parking Services (Operator).


I have the legal authority to make the following assertions:

1. ABM Parking Services (Operator) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with Lambert-St. Louis International Airport Management & Operation of Parking Facilities Services (the "Agreement"), as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, ABM Parking Services (Operator) does not knowingly employ any person who is an unauthorized alien in connection with the Agreement.


Affiant

6/18/14

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 47th day of March, 20 .


Notary Public

My Commission Expires:

NOTARY CERTIFICATE IS ATTACHED

Exhibit C

ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2014

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance ("Ordinance") and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$12.37** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are not provided to the employee, the living wage rate is **\$16.18** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$3.81** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2014**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.mwdbe.org> or obtained from:

City Compliance Official
Lambert-St. Louis International Airport
Certification and Compliance Office
P.O. Box 10212
St. Louis, Mo 63145
(314) 426-8111

Dated: March 10, 2014