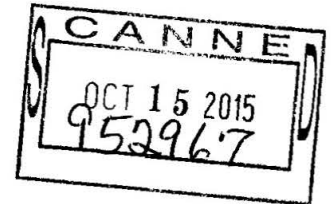


CITY OF ST. LOUIS
FIRST AMENDMENT TO THE SERVICE AGREEMENT FOR
INTERACTIVE EMPLOYEE TRAINING SYSTEMS MAINTENANCE SERVICES
AT LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®

AGREEMENT NO: 67554

CONTRACT NOT-TO-EXCEED AMOUNT: \$88,000.00



CONTRACTOR: American Association of Airport Executives
601 Madison Street
Suite 400
Alexandria, Virginia 22314

FEDERAL ID: 06 - 8697523

ESTIMATED ANNUAL ENCUMBRANCES:

	Original	1 st Amendment
FY 2014 - 2015	\$ 22,000.00	
FY 2015 - 2016	\$ 22,000.00	
FY 2016 - 2017		\$ 22,000.00
FY 2017 - 2018		\$ 22,000.00

CONTRACT AUTHORIZED BY: **ORDINANCE NO.:** 69154
 BUDGET ACCOUNT: 5635

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

CITY OF ST. LOUIS
FIRST AMENDMENT TO THE SERVICE AGREEMENT FOR
INTERACTIVE EMPLOYEE TRAINING SYSTEMS MAINTENANCE SERVICES
AT LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT entered into this ____ day of _____, 2015 ("**First Amendment**"), by and between the City of St. Louis, a municipal corporation of the State of Missouri ("**City**") and American Association of Airport Executives ("**AAAE**" or "**Contractor**") is an amendment to the Interactive Employee Training Systems Maintenance Services Agreement dated October 6, 2014 ("**Agreement**").

WITNESSETH, THAT:

WHEREAS, the City and Contractor are parties to the Agreement; and

WHEREAS, the City and Contractor desire to amend the Agreement to their mutual benefit.

NOW, THEREFORE, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and the Contractor agree that the Agreement shall be amended as follows:



American Association of Airport Executives

The Barclay Building, 601 Madison Street Suite 400, Alexandria, VA 22314. (703)824-0500 FAX (703) 797-9018

FEIN: 51-0094939

DUNS: 068697523

If the address listed below is incorrect, please write your correct address on the back of this Invoice Remittance.

046679 - AR

Invoice

Invoice ID: 703760

Invoice Date: 06/16/2015

Mr. Steve Shoemaker
City of St. Louis
Lambert St. Louis Int'l Airport
PO Box 10212, 10701 Lambert Int'l Blvd.
St. Louis, MO 63145-1000

QUANTITY	DESCRIPTION	UNIT COST	EXTENDED COST
	IETSERV - IET Service Renewal 01/01/2016 - 12/31/2017 Category: STL		44,000.00
Payment Due In US Dollars Upon Receipt of Invoice. Thank You.		PLEASE PAY	\$44,000.00

PLEASE DETACH AND REMIT WITH YOUR PAYMENT

046679 - AR Mr. Steve Shoemaker
City of St. Louis
Lambert St. Louis Int'l Airport
PO Box 10212, 10701 Lambert Int'l Blvd.
St. Louis, MO 63145-1000

Invoice ID: 703760Sub

Invoice Date: 06/16/2015

Please Charge My Visa Mastercard or Amex

Account # _____ Exp. _____

Signature: _____

Service Agreement Details

Service Package	Start Date	End Date	Service Level Annual Cost	Allowance Amount
Level 2	1/1/16	12/31/17	\$44,000	\$0

The service descriptions, terms and conditions will depend on the service package selected using the Service Level Comparison Chart in page 5. The service package coverage is for all licensed IET training systems.

See Provision on following page.

~~Upon the expiration of the Initial Term, this Agreement shall be renewed automatically for successive Renewal Terms equivalent in duration of one (1) month or one (1) year unless terminated by either Party by providing one (1) month written notice of its intention not to renew this Agreement prior to the end of the Initial Term or any current Renewal Term.~~

Approved and accepted:

STL- Lambert St. Louis Int'l Airport

American Association of Airport Executives

Signature:

Signature:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

June 16, 2015

Please sign above and return executed copy to: AAAE, attn. IET Support Team
601 Madison Street Alexandria VA 22314 or email to: IEThelpdesk@aaae.org

Statement of Confidentiality: All rights reserved. This document is intended for certain subject Airport employees ONLY. ~~No part of this document may be reproduced, stored in, or introduced into a database or retrieval system, or transmitted, in any form or by any means, (electronic, mechanical, photocopying, recording, or otherwise) without the prior written permission of AAAE.~~ AAAE reserves all rights in the confidential information and intellectual property contained in this document. This document contains information relating to a potential business, commercial, financial and technical relationship activity between AAAE and subject airport. This information is intended for the sole use of the recipient only and the disclosure of this information to a third party would expose AAAE to considerable disadvantage. The products or architecture names mentioned in this document are registered trademarks and trade names of their respective owners. **Notwithstanding the foregoing, AAAE acknowledges the City's records, including this Agreement, are subject to the Missouri Sunshine Law.**

This Agreement is made and entered into in the State of Missouri, and Missouri law, the City's charter and ordinances, as they may be amended from time to time, will govern and apply to the Agreement. Any cause of action, claim, suit, demand or other case or controversy arising out from or related to the Agreement, must be brought only in a federal or state court in the City of St. Louis, Missouri. AAAE and the City hereby admit and consent to the jurisdiction and venue of such courts. This provision survives the expiration or early termination of the Agreement.

Confidential
garvinm@stlouis-mo.gov
2020-01-15 19:03:56 +0000

SECTION 1

The Effective Date of this First Amendment shall be January 1, 2016.

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

The term of the Agreement is hereby extended by 24 months so that the Agreement shall now end on December 31, 2017.

SECTION 4

The total Contract Not To Exceed Amount of the Agreement will be increased from Forty-Four Thousand Dollars (\$44,000.00) to Eighty-Nine Thousand Dollars (\$88,000.00).


SECTION 5

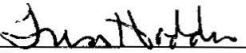
All other terms and conditions of the Agreement not inconsistent with this First Amendment are unchanged and are hereby ratified and approved and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals as set forth below:

AMERICAN ASSOCIATION
OF AIRPORT EXECUTIVES

ATTEST:

BY:  8-18-15
Signature Date

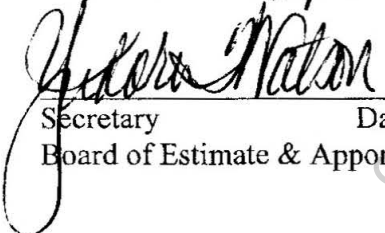
BY:  8-18-15
Signature Date

THE CITY OF ST. LOUIS, MISSOURI, OWNER AND OPERATOR OF
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT:

The foregoing First Amendment was approved on this 2nd day of
September 2015, by the Airport Commission.

By:  9-2-15
Director of Airports Date

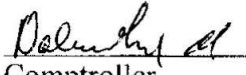
The foregoing First Amendment was approved by the Board of Estimate and Apportionment at
its meeting on September 23, 2015.

 9-23-15
Secretary Date
Board of Estimate & Apportionment

APPROVED AS TO FORM BY:

COUNTERSIGNED BY:

 9/2/15
City Counselor Date

 10/8/15
Comptroller Date

ATTESTED TO BY:

 OCT 14 2015
Register Date

67554

Exhibit A

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garvinm@stlouis-mo.gov
2020-01-15 19:03:56 +0000

Service Level Comparison Chart

Airport:	STL- Lambert St. Louis Int'l Airport			
				Service Allowance - A monetary allowance that can be used for such services as hardware repair/replacement that is not covered under the manufacturer's warranty, video or interactive course changes, new course production, etc. See the pricing chart for the amount that is included in your package. The contracted allowance expires 12 months after the contract inception, if not used. (\$15,000 Max)
8AM - 8PM EST M-F Phone Support	✓	✓	✓	
Database Support	✓	✓	✓	
Help Desk Ticketing System	✓	✓	✓	
Automated Hardware Monitoring	✓	✓	✓	
Live Online Tech Diagnostic Session	✓	✓	✓	
System Updates and Patches	✓	✓	✓	
Live Online Remote Tech Support		✓	✓	
Interactive Course Changes		✓	✓	
Onsite System Service Annually		✓	✓	
Train the Trainer (Annually)		✓	✓	
Custom Content/Video Changes		✓	✓	
Service Allowance \$1500 Per Workstation			✓	Total Allowance (Level 3 Only)
Per Workstation	\$1,300	\$2,200	\$3,700	\$0
Number of Workstations	10	10	10	
Total Cost	\$13,000	\$22,000	\$37,000	Service Period 1/1/16 - 12/31/17

COMPTROLLER'S OFFICE
TAX VERIFICATION FORM

DATE 8/18/15

TO: **COLLECTOR OF REVENUE**
ROOM 410, CITY HALL

LICENSE COLLECTOR
ROOM 104, CITY HALL

FROM: DEPARTMENT SKHH Properties Division
ROOM NO./BUILDING Terminal 1 RTN 2501 TELEPHONE NO./EXT. 426-5154
CITY CONTACT PERSON (PLEASE PRINT) Gigi Glasper

CONTRACT INFORMATION

BUSINESS NAME American Association of Airport Executives
OCCUPATION/PROFESSION Software
BUSINESS ADDRESS 601 Madison Street #408 CITY Alexandria STATE VA ZIP 22304
F.I.D./S.S.N. 06-8697523 TELEPHONE NO. 703-525-0500
TYPE OF CONTRACT ☐ SALES ☒ SERVICES ☐ BOTH
TYPE OF PRODUCT OR SERVICE Software
IF SERVICE RENDERED, PERFORMANCE WILL BE ☐ INSIDE CITY LIMITS ☒ OUTSIDE CITY LIMITS
DOES VENDOR DELIVER PRODUCT OR MAKE SALES/SERVICE CALLS IN THE CITY? ☐ YES ☒ NO

COLLECTOR OF REVENUE ROOM 410, CITY HALL

Date Received 8-18-15

TAX DELINQUENCIES

- ☐ Earnings Tax Withholding _____ Year _____ Quarter _____
- ☐ Annual E-234 _____ Year _____
- ☐ Payroll Expense Tax _____ Year _____ Quarter _____
- ☐ Reconciliation Report (W-3 Form) _____ Year _____
- ☐ Personal Property Tax _____ Year _____
- ☐ Not on current Earnings Tax Rolls
- ☐ Not on current Personal Property Tax Rolls
- ☒ **APPROVED** Date 8-18-15 By [Signature]
- ☐ **REJECTED** Date _____ By _____

LICENSE COLLECTOR ROOM 104, CITY HALL

Date Received 8/18/15

	PAID	EXEMPT	DELINQUENT	NEEDS LICENSE
Manufacturer's Tax				
Business License				
Other				

Remarks NO LICENSE NEEDED
@ this time

APPROVED BY [Signature]
(Please Sign)

REJECTED BY _____
(Please Sign)

Date 8/18/15