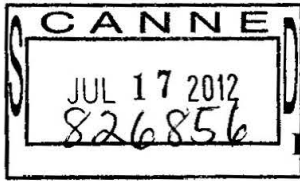


**CITY OF ST. LOUIS**

**SERVICE AGREEMENT FOR**

**VEST DISPOSAL SERVICES**



**LAMBERT- ST. LOUIS INTERNATIONAL AIRPORT®**

**CONTRACT NO.:** **64322**

**CONTRACT NOT-TO- EXCEED AMOUNT:** N/A

**CONTRACTOR:** **Fiber Brokers International, LLC**  
**289 Cooper Avenue**  
**Brent, Alabama 35034**

**FEDERAL I.D.** **#26 - 1480791**

**ESTIMATED ANNUAL ENCUMBRANCES:** N/A

**CONTRACT AUTHORIZED BY:** **ORDINANCE NO.** N/A  
**BUDGET ACCOUNT:** N/A

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

**CITY OF ST. LOUIS**  
**SERVICE AGREEMENT FOR**  
**VEST DISPOSAL SERVICES**  
**LAMBERT- ST. LOUIS INTERNATIONAL AIRPORT®**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 (“**Agreement**”), by and between the City of St. Louis, a municipal corporation of the State of Missouri (the “**City**” or “**Customer**”) and Fiber Brokers International, LLC (“**Contractor**” or “**Company**”).

**WITNESSETH THAT:**

**WHEREAS**, City owns and operates Lambert-St. Louis International Airport® (the “**Airport**”); and

**WHEREAS**, City seeks to contract with the Contractor for Vest Disposal Services as more fully described herein.

**NOW, THEREFORE**, in consideration of the payments, terms, conditions, agreements, hereinafter set forth, to be made and performed by City, the Contractor hereby promises and agrees that it will faithfully perform all the services called for by this Agreement, in the manner and under the terms, covenant, and conditions hereinafter set forth.

**Note:** The term of this agreement shall be 7/1/12 – 6/30/15.

289 Cooper Ave.  
Brent, AL 35034



205-413-4499  
Fax: 205-316-0001

### ENROLLMENT, RECEIPT AND DESTRUCTION RECORD ("SBDR")

Agency Name: City of St. Louis, Lambert-St. Louis International Airport®  
Agency Address: P.O. Box 10212  
Agency City/State: St. Louis, Missouri 63145  
Agency Contact: Sandra Nelson Phone #: 314-426-8091

Thank you for participating in our Secure Ballistic Disposal and Recycling Program. Your participation is subject to the attached terms and conditions. By signing this record, you affirm your acceptance of those terms.

In order to assist us in maintaining a chain of custody over the products until they are properly destroyed, please fill in the information below and return a copy to us with the your shipment.

Number of vest panels: \_\_\_\_\_ (Note here only if removed from carriers)  
Number of complete vests: \_\_\_\_\_ (Note here only if still in carriers)  
Number of Boxes: \_\_\_\_\_ (Complete for all shipments)

**At your discretion, you can include a manifest of the vest panels included with the shipment, but note that Fiber Brokers will complete an independent assessment of the material to track serial numbers once it arrives to ensure all material is received and destroyed properly.**

Please note the method of shipment that has been arranged for this shipment on the form. Include relevant tracking numbers prior to faxing a copy of this document to our office.

Carrier Name: \_\_\_\_\_ (ex. FedEx, Old Dominion, etc)  
Shipment Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Tracking Number: \_\_\_\_\_

Agency Cont (See attached signature page)  
(Signature)

Print Name: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
289 Cooper Ave.  
\_\_\_\_\_  
Brent, AL 35034



205-413-4499  
Fax: 205-316-0001  
\_\_\_\_\_

***ACKNOWLEDGEMENT OF RECEIPT***

The Company hereby acknowledges the receipt of the packages described on the attached enrollment form. The material was received by the Company on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at the Company's location in Brent, Alabama by \_\_\_\_\_ [Name] \_\_\_\_\_ [Title].

FIBER BROKERS INTERNATIONAL, LLC.

Company Representative Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

***CERTIFICATION OF DESTRUCTION OF PRODUCTS***

Company hereby represents and certifies to Customer that the products were destroyed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FIBER BROKERS INTERNATIONAL, LLC.

Company Representative Signature: \_\_\_\_\_  
Title: \_\_\_\_\_



## TERMS AND CONDITIONS OF PARTICIPATION

### ENGAGEMENT OF COMPANY

By shipping the used or spent ballistic products (described on the face hereof) (the "Products") Customer hereby agrees to engage Fiber Brokers, LLC. ("the Company") pursuant to the terms and procedures of the Company's Secure Ballistic Disposal and Recycling Program ("SBDR") and upon the terms and subject to the conditions contained herein. The Company hereby agrees to receive the Products and to dispose of them pursuant to the terms and procedures of SBDR and upon the terms and subject to the conditions herein contained.

### TRANSFER OF TITLE

In consideration for the Company receiving and disposing of the Products, Customer agrees to transfer title to the Products to the Company free and clear of all liens, encumbrances or claims whatsoever. The Company shall accept title to, and assume the risk of loss of, the Products when they are received by the Company at its facility in Brent, Alabama and such receipt is acknowledged by the Company pursuant to this Agreement. Customer shall not receive any additional compensation for the Products.

### PACKAGING AND SHIPPING

Customer hereby agrees to package the Products into boxes labeled pursuant to the Company's instructions and the SBDR and to load and deliver the boxes to the Company's facility in Brent, Alabama. Unless otherwise agreed to in writing by Company, Customer shall be solely responsible for all shipping costs associated with the shipping and delivery of the Products to the Company's facility in Brent, Alabama.

### REPRESENTATIONS OF CUSTOMER

Customer represents and warrants to the Company that (i) Customer has title to the Products free and clear of all liens, encumbrances or claims whatsoever and was in lawful possession of the Products, at the time they were delivered to Company pursuant to the terms hereby; (ii) Customer has lawful authority to transfer title to the Company; (iii) Customer has taken all the necessary and appropriate actions and procedures under Customer's applicable policies and under all applicable federal, state and local laws and regulations, to dispose of the Products; (iv) Customer has taken all necessary and appropriate action to authorize the disposition and delivery of the Products to the Company; (v) the person/persons executing and delivering this Agreement and all instruments and documents contemplated hereby are authorized to do so on behalf of Customer; and, (vi) the execution, delivery and performance of this Agreement and all instruments and documents contemplated by this Agreement do not and will not require any consent or approval which has not been obtained.

### GOVERNING LAW AND CHOICE OF FORUM

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state of Missouri with reference to conflict of law principles. All disputes arising under this Agreement shall be resolved in a court of competent jurisdiction in the City of St. Louis, Missouri and each party agrees to submit to the personal jurisdiction and proper venue of such court(s).

### INDEMNIFICATION

DELETED

### COMPLETE AGREEMENT

This Agreement (including its exhibits), contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous discussions, negotiations, representations, or agreements relating to the subject matter of this Agreement. No changes to this Agreement shall be made or be binding on any party unless made in writing and signed by each party to this Agreement.

### SUCCESSORS

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and assigns of each party to this Agreement.

### LEGAL EFFECT

Nothing in this Agreement shall confer upon either party any proprietary interest in or subject either party to any liability for the business, assets, profits, losses or obligations of the other. Neither party shall be deemed a partner of, or agent for, the other. The Company and its personnel shall perform all services under this Agreement as an independent contractor, and nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or employer and employee between the Company and its personnel and Customer, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

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

FIBER BROKERS INTERNATIONAL, LLC      ATTEST:

BY: Alice Breland 5/14/12  
Date

BY: Patricia Galhoun 5/14/12  
Date

THE CITY OF ST. LOUIS, MISSOURI, OPERATING  
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®:

The foregoing Agreement was approved on this 6th day of June, 2012, by authority of a resolution adopted by the Airport Commission at its meeting on August 4, 1993.

BY: [Signature]  
Director of Airports      Date

6-6-12

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on June 21, 2012.

BY: [Signature] 6-21-12  
Secretary      Date  
Board of Estimate & Apportionment

APPROVED AS TO FORM BY:

COUNTERSIGNED BY:

[Signature] 6/7/12  
City Counselor      Date

[Signature] 6/29/12  
Comptroller      Date

ATTESTED TO BY:

[Signature] JUL 17 2012  
Register      Date

COMPTROLLER'S OFFICE  
DOCUMENT NUMBER 64322