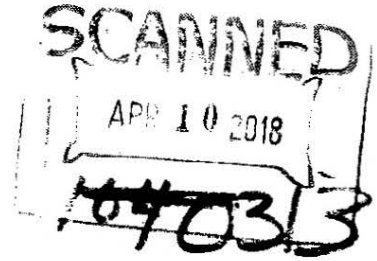




**ST. LOUIS LAMBERT
INTERNATIONAL AIRPORT.**



CITY OF ST. LOUIS
SERVICE AGREEMENT FOR
COMPUTER LICENSING AND SOFTWARE MAINTENANCE SERVICES AT
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

CONTRACT NO: 72777

CONTRACT NOT-TO-EXCEED AMOUNT: \$11,200.00

CONTRACTOR: Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, California 92373-8100

FEDERAL I.D. #: 95 - 2775732

ESTIMATED ANNUAL ENCUMBRANCES:

FY 2018 \$11,200.00

AUTHORIZED BY: **ORDINANCE NO.:** 70540
BUDGET ACCOUNT: 5635

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
ST. LOUIS, MISSOURI

CITY OF ST. LOUIS
SERVICE AGREEMENT FOR
COMPUTER LICENSING AND SOFTWARE MAINTENANCE SERVICES AT
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

This Agreement, made and entered into this 3rd day of April, 2018 (the "**Agreement**" or "**License Agreement**"), by and between The City of St. Louis, a municipal corporation of the State of Missouri (the "**City**," "**Licensee**," or "**Customer**") and Environmental Systems Research Institute, Inc. (the "**Contractor**" or "**ESRI**").

WITNESSETH THAT:

WHEREAS, City owns and operates St. Louis Lambert International Airport (the "**Airport**"); and

WHEREAS, City seeks to contract with the Contractor for certain services 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, covenants, and conditions hereinafter set forth.

Note: Software, data, web services, and documentation are provided under the terms of the Master License Agreement 2010MLA7737, which is attached hereto as Exhibit 1 and incorporated herein. In addition, Exhibit 2 entitled "General License Terms & Conditions" and Exhibit 3 entitled "Scope of Use" are attached hereto and incorporated herein by this reference.

1.0 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 Contractor, shall, 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 Contractor shall 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 “4”** entitled “Affidavit”. Contractor’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 Contractor shall promptly and timely deliver to the City a fully executed original of the Affidavit (see Exhibit “4”) including any required documentation in accordance with the Missouri Unauthorized Aliens Law prior to performing any work under this Agreement.

**esri**380 New York Street
Redlands, CA 92373
Phone: 888-377-45757972

Quotation

Date: 01/30/2018**Quotation Number:** 25829648St. Louis Lambert International Air
Airport
IT Dept AOB
P.O. Box 10212
Saint Louis MO 63145-0212**Send Purchase Orders To:**Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100

Attn: Melissa Mulcahy

**Please include the following remittance address
on your Purchase Order:**Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076**Customer Number:** 232413

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 05/01/2018 End Date: 04/30/2019	3,000.00	3,000.00
1010	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 05/01/2018 End Date: 04/30/2019	1,500.00	1,500.00
2010	1	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 05/01/2018 End Date: 04/30/2019	1,200.00	1,200.00
3010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 05/01/2018 End Date: 04/30/2019	500.00	500.00
4010	1	161328	5,000.00	5,000.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Melissa Mulcahy**Ext:** 7972

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/972

Quotation

Page 2

Date: 01/30/2018

Quotation Number: 25829648

Item	Qty	Material#	Unit Price	Extended Price
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ArcGIS Enterprise Standard Up to Four Cores Maintenance

Start Date: 05/01/2018

End Date: 04/30/2019

Item Subtotal	11,200.00
Estimated Tax	0.00
Total	USD 11,200.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Confidential
garvinm@stlouis-mo.gov
2020-01-16 13:32:24 +0000

[CSBATCHDOM]



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Redlands, CA 92373
Phone: 888-377-4575/7972

Quotation

Page 3

Date: 01/30/2018 Quotation No: 25829648 Customer No: 232413

Item	Qty	Material#	Unit Price	Extended Price
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IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/e300.pdf> and your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions and product specific scope of use, found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this Quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy , GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

[CSBATCHDOM]

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

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.

ATTEST:

By: [Signature] 2-27-2018
Signature Date
Timothy Brazeal
Manager, Commercial & Government Contracts

[Signature] 2/27/2018
Signature Date

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

The foregoing Agreement was approved on this 7th day of March, 2018,
by the Airport Commission.

By: [Signature] 3/15/18
Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its
meeting on March 14, 2018.

[Signature] 3/15/2018
Secretary Date
Board of Estimate & Apportionment

APPROVED AS TO FORM BY:

COUNTERSIGNED BY:

[Signature] 3/15/18
City Counselor Date

[Signature] 3/23/18
Comptroller Date

ATTESTED TO BY:

[Signature] 4-3-18
Register Date

COMPTROLLER'S OFFICE
72777

EXHIBIT “1”

Master License Agreement

Confidential
garvinm@stlouis-mo.gov
2020-01-16 13:32:24 +0000



MASTER LICENSE AGREEMENT

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 924-795-2269 • FAX 924-795-6938

Agreement No. 2010MLA7737

This Master License Agreement ("License Agreement") is between the licensee printed below ("Licensee") and Environmental Systems Research Institute, Inc. ("ESRI"). The License Agreement includes (i) this signature page, (ii) the General License Terms and Conditions, and (iii) the Exhibit 1 listed below. The parties acknowledge that they have read and understood this License Agreement and agree to be bound by the terms and conditions hereof.

This License Agreement may be executed in duplicate by the parties. An executed License Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or e-mail, and reflects the signing of the document by any party. Duplicates are valid and binding even if an original paper document bearing each party's original signature is not delivered. This License Agreement may also be executed in counterparts, all of which, when together, shall be deemed one (1) original document.

This License Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter, and any terms on Licensee's purchase order. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed and effective as of the last date written below:

CITY OF ST. LOUIS AT
LAMBERT ST. LOUIS INTERNATIONAL AIRPORT

(Licensee)

By: Craig Bobbs
Authorized Signature

Printed Name: Craig Bobbs

Title: Dea Processing Manager

Date: 12/16/10

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(ESRI)

By: Chris Williams
Authorized Signature

Printed Name: Chris Williams

Manager, Domestic Contracts

Title: _____

Date: MAR 11 2011

Licensee Contact Information

Contact: Craig Bobbs

Telephone: (314) 551-5009

Address: Po Box 14212

Fax: (314) 551-5011

City, State, ZIP: StL, Mo 63145

E-mail: cybobbs@jlystl.com

General License Terms and Conditions E200

ESRI Exhibit 1 E300

EXHIBT “2”

General License Terms & Conditions

Confidential
garvinm@stlouis-mo.gov
2020-01-16 13:32:24 +0000



GENERAL LICENSE TERMS AND CONDITIONS
(E200 04/19/2010)

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

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Definitions. The terms used are defined as follows:

- a. "Beta" means any alpha, beta, or prerelease Software, Data, Documentation, or Web Services.
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9.4 No Implied Waivers. The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

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EXHIBIT “3”

Scope of Use

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EXHIBIT 1
SCOPE OF USE
(E300 10/15/2010)

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

The scope of use for the Software, Data, Web Services, and Documentation identified below is described in the applicable footnotes identified in parentheses.

Software

- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS API for iOS, Windows Phone, or Android (1, 16, 25, and 33)
- ArcGIS Desktop
 - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iOS (1, 25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
- ArcGIS Server
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - > Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
 - ArcGIS Server Geoportal Extension (either 3, 4, or 5 and 7 and 52)
 - ArcGIS Server Image Extension (7, 8, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
 - Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, 35, and 53)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
- ArcLogistics
 - Desktop (either 1 or 2 and 25)
 - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
 - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
 - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)

- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
- Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6, 16, 25, 33, 35, 55, and 56)
- Esri Business Analyst Server
 - Workgroup (either 3, 4, or 5 and 8, 9, 21, 25, 28, 29, 31, 33, 39, 40, 45, and 48)
 - Enterprise (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 39, 40, 45, and 48)
- Esri Business Analyst Server Developer (3, 6, 25, 33, 35, and 51)
- Esri Defense Mapping (either 1 or 2)
- Esri Developer Network (BDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
- Esri Nautical Solution (either 1 or 2)
- Esri Production Mapping (either 1 or 2)
- Geoportal Clients for ArcGIS (7, 20, and 52)
- MapIt (11, 25, 31, 33, 35, 49, and 50)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MOLA (1)
- NetEngine Internet (5)
- Tracking Server (either 4 or 5 and 31)

Web Services

- ArcGIS Online Services (6, 25, 33, 34, and 35)
- Business Analyst Online (6, 25, 33, 48, 56, 57, and 58)

Data

- ArcGIS Data Appliance (6, 23, 25, and 41)
- Esri Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Esri Data & Maps (either 1, 2, 3, 4, or 5 and 23 and 37)
- Esri Data (either 1, 2, or 5 and 25 and 48)
 - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Sourcebook America (1 and 21)
- StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)
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EXHIBIT “4”

**Affidavit
(Missouri Unauthorized Aliens Law)**

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STATE OF California)
)SS.
COUNTY OF San Bernardino)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared Timothy Brazeal (Name of Affiant) who, by me being duly sworn, deposed as follows:

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

Manager, Commercial & Environmental Systems
I am the Government Contracts (Position/Title) of Research Institute, Inc.
(Contractor).

I have the legal authority to make the following assertions:

- Environmental Systems**
1. **Research Institute, Inc.** (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with Services Agreement for Computer Licensing and software Maintenance services at St. Louis Lambert International Airport (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, Environmental Systems Research Institute, Inc. (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.


Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal
this 27 day of February, 20 18.

See attached
Notary Public

My Commission Expires:

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
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Signature of Document Signer No. 1

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me

on this 27 day of February, 2018,
by Date Month Year

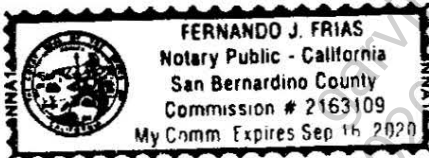
(1) Timothy Brazeal

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

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