



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

**AGREEMENT NO: 67554**

**CONTRACT NOT-TO-EXCEED AMOUNT: \$253,000.00**

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

**FEDERAL ID: 06 - 8697523**

**ESTIMATED ANNUAL ENCUMBRANCES:**

	<b>Original</b>	<b>1<sup>st</sup> Amendment</b>	<b>2<sup>nd</sup> Amendment</b>
<b>FY 2015</b>	<b>\$ 22,000.00</b>		
<b>FY 2016</b>	<b>\$ 22,000.00</b>		
<b>FY 2017</b>		<b>\$ 22,000.00</b>	
<b>FY 2018</b>		<b>\$ 22,000.00</b>	<b>\$121,000</b>
<b>FY 2019</b>			<b>\$22,000.00</b>
<b>FY 2020</b>			<b>\$22,000.00</b>

**CONTRACT AUTHORIZED BY:** **ORDINANCE NO.:** 69154, 70540  
**BUDGET ACCOUNT:** 5635

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

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

**THIS SECOND AMENDMENT** entered into this 5<sup>th</sup> day of December, 2017 ("Second 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 Services Agreement dated October 6, 2014 as amended by the First Amendment dated October 14, 2015 ("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:

## Maintenance Support / Service Plans

Level 1 Service	Description
8AM - 8PM EST Monday-Friday Phone Support	Includes technical telephone support between the hours of 8AM & 8PM EST Monday – Friday (except Federal holidays).
Database Support	Includes complete maintenance of the database and 24/7 availability of all user data. AAAE ensures data integrity by using overlapping Internet service providers (ISPs), firewall protection for the on-site and remote servers and the daily back up of all data.
Helpdesk Ticketing System	AAAE implements a helpdesk ticketing system to improve the quality of service, accountability, and customer satisfaction.
System Updates and Patches	Includes all operating and video-quality system updates and patches developed by AAAE with remote installation.
Live Online Tech Diagnostic Session	This service allows an in-house technician to remotely take control of a system, following physical authorization on the user end (for security purposes). The tech remotely can diagnose issues.
Live Online Tech Remote Support	This service allows an in-house technician to remotely take control of a system, following physical authorization on the user end (for security purposes). The tech remotely can diagnose issues, download and replace files, and in many cases have the system operational again without having to dispatch an onsite technician.
<b>Level 1 Total</b>	<b>\$13,000.00 per year</b>
Level 2 Service (Includes Level 1 Plus)	Description
Interactive Course Changes	Includes periodic editing of test questions and other interactive modifications that can be accomplished in the AAAE studio/edit facilities. This package comes with a standard allowance of 40 hours per year of labor. Each additional hour of labor over the maximum amount will be billed at a rate of \$150/hour.
Train the Trainer	Includes an annual on-site visit for the purpose of introducing our IET training system to new staff or to hold a Q&A session for staff that are familiar with IET. Our hands on approach will also be an opportunity for us to demonstrate any new tools or features of IET.
Regulatory Requirements	Package includes updates to course material and videos to remain compliant with federal regulatory changes.
Custom Content/Video Changes	Allows for periodic changes/additions to a custom or Value-Added video course that can be accomplished in the AAAE studio/edit facilities. This package comes with a standard allowance of 40 hours per year of labor. Each additional hour of labor over the maximum amount will be billed at a rate of \$150/hour.
Software Enhancements and Updates	Includes periodic Learning Suite and Player enhancements AAAE will make to the IET-LS platform to increase efficiency and automation of the software and training operation.
<b>Level 2 Total</b>	<b>\$22,000.00 per year = Current Plan</b>
Level 3 Service (Includes Level 1 & 2 Plus)	Description
\$15,000.00 Allowance Fund	Includes monetary allowance, which can be used for such services as hardware repair/replacement not covered in manufacturer's warranty, video or interactive course changes, new course production, etc. Unused contracted allowance expires 24 months after contract inception.
<b>Level 3 Total</b>	<b>\$37,000.00 per year (Level 2 plus \$15,000.00 allowance fund)</b>

**TOTAL Project Cost for IET-LS Platform, ICE Integration and New Driver Movement Course**

IET-LS Course / Software Cost	\$55,000.00
IET-LS Hardware, Configuration and Installation Cost	\$24,537.00
IET-LS Integration with Intellisoft ICE	\$11,250.00
<b>Total Project Cost – One Time Cost</b>	<b>\$90,787.00</b>
<b>Total Project Cost with Recurrent Course –One Time Cost</b>	<b>\$97,287.00</b>

**Annual Service Plan – Level 2**

01/01/2018 – 12/31/2018	\$22,000.00
01/01/2019 – 12/31/2019	\$22,000.00
01/01/2020 – 12/31/2020	\$22,000.00

Statement of Confidentiality: All rights reserved. This document is intended for certain Lambert St. Louis International Airport (STL) 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 STL. 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 Laws.

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.

Notwithstanding anything to the contrary herein, it is expressly understood by the parties that this Agreement will terminate immediately upon the failure of budgetary appropriations with no resulting liability to the City (Airport).

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2020-01-16 13:34:22 +0000

## **SECTION 1**

The Effective Date of this Second Amendment shall be January 1, 2018.

## **SECTION 2**

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

## **SECTION 3**

The term of the Agreement is hereby extended by 36 months so that the Agreement shall now end on December 31, 2020.

## **SECTION 4**

The total Contract Not To Exceed Amount of the Agreement will be increased from Eighty-Eight Thousand Dollars (\$88,000.00) to Two Hundred and Fifty-Three Thousand Dollars (\$253,000.00).

## **SECTION 5**

All other terms and conditions of the Agreement not inconsistent with this Second 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: [Signature] 9/18/17  
Signature Date

BY: [Signature] 9/18/17  
Signature Date

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

The foregoing Second Amendment was approved on this 1<sup>ST</sup> day of  
November 2017, by the Airport Commission.

By: [Signature] 10/26/17  
Director of Airports Date

The foregoing Second Amendment was approved by the Board of Estimate and Apportionment  
at its meeting on November 15, 2017.

[Signature] 11/15/17  
Secretary Date  
Board of Estimate & Apportionment

**APPROVED AS TO FORM BY:**

**COUNTERSIGNED BY:**

[Signature] 10/30/17  
City Counselor Date

[Signature] 11/17/17  
Comptroller Date

**ATTESTED TO BY:**

[Signature] 12-5-17  
Register Date

**Exhibit A**

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2020-01-16 13:34:22 +0000



## Service Level Comparison Chart

Airport:	STL – ST. Louis Lambert International Airport			
IET Service Level Cost Comparison				
IET Service Plan	Level 1 Package	Level 2 Package	Level 3 Package	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 24 months after the contract inception, if not used. (\$15,000 Max)
SAM - SPM 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)		✓	✓	
Regulatory Requirements		✓	✓	
Custom Content/Video Changes		✓	✓	
Service Allowance - \$1,111 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 1/01/18 – 12/31/20

## Service Descriptions, Terms and Conditions

### 8AM - 8PM ET M-F PHONE SUPPORT

Level 1—Includes technical telephone support between the hours of 8AM & 8PM EST Monday—Friday (except Federal holidays).

Level 2—Same.

Level 3—Same.

### DATABASE SUPPORT

Level 1—Includes complete maintenance of the database and 24/7 availability of all user data. AAAE ensures data integrity by using overlapping Internet service providers (ISPs), firewall protection for the on-site and remote servers and the daily back up of all data.

Level 2—Same.

Level 3—Same.

### HELP DESK TICKETING SYSTEM

Level 1—AAAE implements a help desk ticketing system to improve the quality of service, accountability, and customersatisfaction.

Level 2—Same.

Level 3—Same.

### AUTOMATED HARDWARE MONITORING

Level 1—AAAE will provide daily, automated hardware monitoring of the hardware systems to verify basic system function and connectivity. Any irregularities will be reported to the designated IET training coordinator.

Level 2—Same.

Level 3—Same.

### SYSTEM UPDATES & PATCHES

Level 1—Includes all operating and video-quality system updates and patches developed by AAAE with telephone support for installation.

Level 2—Includes all operating and video-quality system updates and patches developed by AAAE with onsite installation (included as part of the Level 2/Level 3 maintenance visits).

Level 3—Same as Level 2.

### LIVE ONLINE TECH DIAGNOSTIC SESSION

Level 1—This service allows an in-house technician to remotely take control of a system, following physical authorization on the user end (for security purposes). The tech remotely can diagnose issues.

Level 2—Same as Level 1

Level 3—Same as Level 1

### LIVE ONLINE TECH REMOTE SUPPORT

Level 1—Not eligible

Level 2—This service allows an in-house technician to remotely take control of a system, following physical authorization on the user end (for security purposes). The tech remotely can diagnose issues, download and replace files, and in many cases have the system operational again without having to dispatch an onsite technician.

Level 3—Same as Level 2.

## Service Descriptions, Terms and Conditions (continued)

### INTERACTIVE COURSE CHANGES (Excludes VIDEO)

Level 1 – Includes periodic editing of test questions and other interactive modifications that can be accomplished in the AAAE studio/edit facilities. This package comes with a standard allowance of 1 hour of free labor per each contracted system (up to a maximum of 10 systems / 10 hrs of labor). Each additional hour of labor over the maximum amount will be billed at a rate of \$150/hour.

Level 2 – Same as Level 1 except the standard labor allowance included is 2 hours of free labor per contracted system (up to a maximum of 10 systems / 20 hrs of labor).

Level 3 – Same as LEVEL 2 except any labor charges over the maximum amount will be billed against the remaining balance in the Level 3 maintenance allowance.

### ON-SITE MAINTENANCE VISIT YEARLY

Level 1 – Not eligible.

Level 2 – Includes an annual on-site visit for preventive maintenance services, plus on-site maintenance or technical meetings, as required.

Level 3 – Same as Level 2.

### TRAIN THE TRAINER

Level 1 – Not eligible.

Level 2 – Includes a web-based session for the purpose of introducing our IET training system to new staff, discussing common issues you might experience, or to hold a Q&A session for staff that are familiar with IET. Our hands on approach will also be an opportunity for us to demonstrate any new tools or features of IET.

Level 3 – Same as Level 2.

### REGULATORY REQUIREMENTS

Level 1 – Not eligible.

Level 2 – Package includes updates to course material and videos to remain compliant with regulatory changes.

Level 3 – Same as Level 2.

### CUSTOM VIDEO CHANGES

Level 1 – Available at an hourly rate of \$150.

Level 2 – Allows for periodic changes/additions to a custom or Value-Added video course that can be accomplished in the AAAE studio/edit facilities. This package comes standard with 2 hours of free labor per each contracted system (up to a maximum of 10 systems / 20 hrs of labor). Each additional hour of labor over the maximum amount will be billed at a rate of \$150/hour.

Level 3 – Same as LEVEL 2 except any labor charges over the maximum amount will be billed against the remaining balance in the Level 3 maintenance allowance.

#### SERVICE ALLOWANCE

Level 1—Not eligible.

Level 2—Not eligible.

Level 3—Includes 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 24 months after the contract inception if not used.

#### VOIDING OF MAINTENANCE COVERAGE

Any unauthorized changes, modifications, repairs or additions to the computer hardware, course software, operating system or the system settings, without the prior consent of an authorized IET Maintenance technician, may void the system coverage under this agreement and any hardware warranties that exist.

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### Hardware / Training Room Computers

AAA will configure, QC and ship hardware for STL's training room at the following rates:

Hardware	Description	Price per Unit	Total Cost
Lenovo "All-in- One" touch computers	Technical Specifications: Quad-Core i5 / 3.2 GHZ; Ram 4 GB (upgrade up to 32 GB); HDD 500 GB 7200 rpm Intel HD Graphics 530; GigE Network WLAN : 802.11b/g/n; Bluetooth 4.0; Windows 7; Monitor : LED 23.8" 1920 x 1080 (Full HD) Multi-Touch	\$1,799 @ 13	\$23,387
Shipping and Handling	AAA ships units to STL for installation	\$50 @ 13	\$650
On-Site Installation & "Go Live" Support	AAA technician provides on-site installation support in coordination with local IT department	\$500 @ 1	\$500
<b>Total: Hardware</b>	<i>All fees are a one-time charge</i>		<b>\$24,537.00</b>

### AAA IET-LS Integration with Intellisoft ICE

AAA will create web services for consumption by Intellisoft ICE platform at the following rates:

Software Integration	Description	Price per Unit	Total Cost
Developer Hours	Labor required to develop, integrate and quality control (test) links between IET-LS and middleware providers or other network services requiring API's	\$150.00 per hour @ 75 hours	\$11,250
Annual Support Plan	Supports WSDL Configuration (Included with Level 2 & Level 3 Service Plan)		No Charge Level 2 & 3

### Upgrade Software to IET-LS Platform with Current Courses

AAAE will convert STL's course curriculum to play on the IET-LS platform at the following rates:

COURSE	DESCRIPTION	PRICE
Conversion of Current Courses	Airfield Safety & Incursion Prevention (ASIP) = \$1,000* SIDA = \$1,000 DTNON = \$1,000 Part 139 Modules = \$4,000	\$7,000*  *If Recurrent Driver Course is created, ASIP is removed.
New -- Movement Area Driver Training  Custom	Covers the requirements for driving on the Movement Area; maintaining vehicle safety; definitions and causes of incidents, accidents and incursions; how to properly communicate with the tower; and all Movement Area signage, marking and lighting.	\$18,000
Option Recurrent Driver Course	Recurrent courses are highly interactive, scenario based and designed to test the application of knowledge existing employees already possess. Questions missed on a specific topic require the employee to retake the initial portion of training on that topic.	Option - \$7,500
Authorized Signatory Non-Custom	This course covers the basic requirements and responsibilities of company employees who are designated according to the SD 1542-04-08 Series as signatory authorities.	No Charge
Insider Threat Non Custom	This training is designed to help badged airport employees recognize behavior and activities which could indicate a threat to airport safety and security. The course defines what an insider threat is, reasons people become threats, behavioral indicators, your security responsibilities and how to make a difference.	No Charge
Active Shooter Non Custom	This non-custom course provides basic information to help airport employees in the event of an active shooter situation. The intended audience is the airport's general population of badged employees (tenants, vendors, contractors, etc.) and the course is designed to apply to all sized airports.	No Charge
Training Records and Reporting System	Learning Suite (LMS) for Training Records and Reporting web-based application	\$15,000
Per device player app fee	\$1,000 per computer @ 15 systems	\$15,000
<b>Total: Software / Courseware</b>	<i>All fees are a one-time charge</i>	<b>\$55,000.00</b>
<b>Total: With Recurrent DTMOVE Option &amp; Remove ASIP Conversion</b>		<b>\$61,500.00</b>





**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 14<sup>th</sup> day of October, 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").

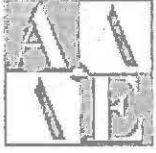
**WITNESSETH, THAT:**

**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](mailto: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.

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2020-01-16 13:34:22 +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 200 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

COMPTROLLER'S OFFICE  
DOCUMENT NUMBER 67554

**Exhibit A**

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## Service Level Comparison Chart

Airport:		STL- Lambert St. Louis Int'l Airport		
	Level 1 Tech Support	Level 2 Tech Support	Level 3 Tech Support	<b>Service Allowance - A</b> 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. <b>(\$15,000 Max)</b>
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			✓	<b>Total Allowance (Level 3 Only)</b> \$0
Per Workstation	\$1,300	\$2,200	\$3,700	
Number of Workstations	10	10	10	
Total Cost	\$13,000	\$22,000	\$37,000	<b>Service Period</b> 1/1/16 – 12/31/17

**CITY OF ST. LOUIS**  
**SERVICE AGREEMENT FOR**  
**AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES INTERACTIVE**  
**EMPLOYEE TRAINING SYSTEM MAINTENANCE SERVICES AT**  
**LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®**

**CONTRACT NO: 67554**

**CONTRACT NOT-TO-EXCEED AMOUNT: \$44,000.00**

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

**FEDERAL I.D. #: 06 - 8697523**

**ESTIMATED ANNUAL ENCUMBRANCES:**

<b>FY 2014-2015</b>	<b>\$22,000.00</b>
<b>FY 2015-2016</b>	<b>\$22,000.00</b>

<b>AUTHORIZED BY:</b>	<b>ORDINANCE NO.:</b>	<b>69154</b>
	<b>BUDGET ACCOUNT:</b>	<b>5635</b>

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



**CITY OF ST. LOUIS**  
**SERVICE AGREEMENT FOR**  
**AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES INTERACTIVE**  
**EMPLOYEE TRAINING SYSTEM MAINTENANCE SERVICES AT**  
**LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT**

This Agreement, made and entered into this 6<sup>th</sup> day of October, 2014 (the "**Agreement**"), by and between the City of St. Louis, a municipal corporation of the State of Missouri (the "**City**") and American Association of Airport Executives ("**AAAE**," or "**Contractor**").

**WITNESSETH THAT:**

**WHEREAS**, City owns and operates Lambert-St. Louis 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.



# American Association of Airport Executives

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: 642090

Invoice Date: 05/21/2014

Mr. Steve Shoemaker  
City of St. Louis  
Lambert St. Louis Int'l Airport  
P.O. Box 10212 Lambert Station, 10701 Lambert St. Louis  
Blvd.  
St. Louis, MO 63145

QUANTITY	DESCRIPTION	UNIT COST	EXTENDED COST
	IETSERV - IET Service Renewal 01/01/2014 - 12/31/2015 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  
P.O. Box 10212 Lambert Station, 10701 Lambert  
St. Louis Blvd.  
St. Louis, MO 63145

Invoice ID: 642090Sub

Invoice Date: 05/21/2014

Please Charge My Visa Mastercard or Amex

Account #.

Exp.

Signature:

SEND PAYMENT TO:

**American Association of Airport Executives**

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

Or pay online at: [WWW.AAAE.ORG/e\\_Services/Invoices](http://WWW.AAAE.ORG/e_Services/Invoices)

REMIT AMOUNT

## **Service Descriptions, Terms and Conditions**

### **7AM - 7PM ET M-F PHONE SUPPORT**

Level 1 – Includes technical telephone support between the hours of 7AM & 7PM EST Monday – Friday (except Federal holidays).

Level 2 – Same.

Level 3 – Same.

### **DATABASE SUPPORT**

Level 1 – Includes complete maintenance of the database and 24/7 availability of all user data. AAAE ensures data integrity by using overlapping Internet service providers (ISPs), firewall protection for the on-site and remote servers and the daily back up of all data.

Level 2 – Same.

Level 3 – Same.

### **HELP DESK TICKETING SYSTEM**

Level 1 – AAAE implements a help desk ticketing system to improve the quality of service, accountability, and customer satisfaction.

Level 2 – Same.

Level 3 – Same.

### **AUTOMATED HARDWARE MONITORING**

Level 1 – AAAE will provide daily, automated hardware monitoring of the hardware systems to verify basic system function and connectivity. Any irregularities will be reported to the designated IET training coordinator.

Level 2 – Same.

Level 3 – Same.

### **SYSTEM UPDATES & PATCHES**

Level 1 – Includes all operating and video-quality system updates and patches developed by AAAE with telephone support for installation.

Level 2 – Includes all operating and video-quality system updates and patches developed by AAAE with onsite installation (included as part of the Level 2/Level 3 maintenance visits).

Level 3 – Same as Level 2.

### **LIVE ONLINE TECH DIAGNOSTIC SESSION**

Level 1 – This service allows an in-house technician to remotely take control of a system, following physical authorization on the user end (for security purposes). The tech remotely can diagnose issues.

Level 2 – Same as Level 1

Level 3 – Same as Level 1

### **LIVE ONLINE TECH REMOTE SUPPORT**

Level 1 – Not eligible

Level 2 – This service allows an in-house technician to remotely take control of a system, following physical authorization on the user end (for security purposes). The tech remotely can diagnose issues, download and replace files, and in many cases have the system operational again without having to dispatch an onsite technician.

Level 3 – Same as Level 2.

## **Service Descriptions, Terms and Conditions (continued)**

### **INTERACTIVE COURSE CHANGES (Excludes VIDEO)**

Level 1 – Includes periodic editing of test questions and other interactive modifications that can be accomplished in the AAAE studio/edit facilities. This package comes with a standard allowance of 1 hour of free labor per each contracted system (up to a maximum of 10 systems / 10 hrs of labor). Each additional hour of labor over the maximum amount will be billed at a rate of \$150/hour.

Level 2 – Same as Level 1 except the standard labor allowance included is 2 hours of free labor per contracted system (up to a maximum of 10 systems / 20 hrs of labor).

Level 3 – Same as LEVEL 2 except any labor charges over the maximum amount will be billed against the remaining balance in the Level 3 maintenance allowance.

### **ON-SITE MAINTENANCE VISIT YEARLY**

Level 1 – Not eligible.

Level 2 – Includes an annual on-site visit for preventive maintenance services, plus on- site maintenance or technical meetings, as required.

Level 3 – Same as Level 2.

### **TRAIN THE TRAINER**

Level 1 – Not eligible.

Level 2 – Includes an annual on-site visit for the purpose of introducing our IET training system to new staff or to hold a Q&A session for staff that are familiar with IET. Our hands on approach will also be an opportunity for us to demonstrate any new tools or features of IET.

Level 3 – Same as Level 2.

### **CUSTOM VIDEO CHANGES**

Level 1 – Available at an hourly rate of \$150.

Level 2 – Allows for periodic changes/additions to a custom or Value-Added video course that can be accomplished in the AAAE studio/edit facilities. This package comes standard with 2 hours of free labor per each contracted system (up to a maximum of 10 systems / 20 hrs of labor). Each additional hour of labor over the maximum amount will be billed at a rate of \$150/hour.

Level 3 – Same as LEVEL 2 except any labor charges over the maximum amount will be billed against the remaining balance in the Level 3 maintenance allowance.

### **SERVICE ALLOWANCE**

Level 1 – Not eligible.

Level 2 – Not eligible.

Level 3 – Includes 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.

### **VOIDING OF MAINTENANCE COVERAGE**

Any unauthorized changes, modifications, repairs or additions to the computer hardware, course software, operating system or the system settings, without the prior consent of an authorized IET Maintenance technician, may void the system coverage under this agreement and any hardware warranties that exist.

## Service Agreement Details

Service Package	Start Date	End Date	Service Level Annual Cost	Allowance Amount
Level 2	1/1/14	12/31/15	\$22,000	\$0

2 year service agreement requested. Total cost \$44,000 (\$22,000/yr) x 2 yrs = \$44,000

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.

~~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.~~

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.

Approved and accepted:

STL - Lambert - St. Louis Int'l Airport

Date



July 8, 2014

AAAE - IET Sales Director

Date

Please sign above and return executed copy to: AAAE, attn. Sergio Gonzales  
601 Madison Street, Suite 400 Alexandria VA 22314 or email to: [SGonzales@aaae.org](mailto:SGonzales@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.

## 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 A** 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 A) including any required documentation in accordance with the Missouri Unauthorized Aliens Law prior to performing any work under this Agreement.



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

**AMERICAN ASSOCIATION  
OF AIRPORT EXECUTIVES**

**ATTEST:**

By: [Signature] 8/12/14  
Signature Date

[Signature] 8/12/14  
Signature Date

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

The foregoing Agreement was approved on this 3rd day of September, 2014,  
by the Airport Commission.

By: [Signature] 9-3-14  
Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its  
meeting on September 24, 2014.

[Signature] 9/24/14  
Secretary Date  
Board of Estimate & Apportionment

**APPROVED AS TO FORM BY:**

**COUNTERSIGNED BY:**

[Signature] 9/3/14  
City Counselor Date

[Signature] 10/3/14  
Comptroller Date

**ATTESTED TO BY:**

[Signature] OCT 06 2014  
Register Date

COMPTROLLER'S OFFICE  
DOCUMENT NUMBER 67554

**EXHIBIT A**

**Affidavit  
(Missouri Unauthorized Aliens Law)**

Confidential  
garvinm@stlouis-mo.gov  
2020-01-16 13:34:22 +0000



STATE OF VIRGINIA )  
City )SS.  
COUNTY OF ALEXANDRIA )

AFFIDAVIT

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

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

I am the JET Director of Sales (Position/Title) of AAAE (Contractor).

I have the legal authority to make the following assertions:

1. AAAE (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with Service Agreement (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, AAAE (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

[Signature]  
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 12 day of AUGUST, 2014.

[Signature]  
Notary Public

My Commission Expires:



**Exhibit B**

**Service Level Comparison Chart**

Confidential  
garvinm@stlouis-mo.gov  
2020-01-16 13:34:22 +0000

## Service Level Comparison Chart

Airport:	STL - Lambert - St. Louis Int'l Airport			
IET Service Level Cost Comparison				
IET Service Plan	Level 1 Package	Level 2 Package	Level 3 Package	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)
7AM - 7PM 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	2 yr service period
Total Cost	\$13,000	<del>\$22,000</del>	\$37,000	Service Period 1/1/14 - 12/31/15

SG

2 year service agreement requested. Total cost \$44,000  
 (\$22,000/yr) x 2 yrs = \$44,000