

ORDINANCE #65410
Board Bill No. 272

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis (the "City") to enter into and execute on behalf of the City a "Third Amendment" to the Lambert-St. Louis International Airport (the "Airport") Contract Service Agreement for Employee Shuttle Services between the City and Huntleigh Transportation Services, LLC (the "Contractor") dated May 4, 1994 (the "Agreement") which was ratified and approved under Ordinance 63767 approved April 29, 1996, as amended by the "First Amendment" dated June 10, 1996, authorized by Ordinance 63767 approved April 29, 1996, and the "Second Amendment" dated June 14, 2000, authorized by Ordinance 64939 approved May 24, 2000; the Third Amendment, approved by the Airport Commission and the Board of Estimate and Apportionment, which is attached hereto as **ATTACHMENT "A"** and made a part hereof, extends the term of the Agreement as previously amended by six (6) months to end June 30, 2002, and makes other changes more fully described in Section One of this Ordinance; and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Director of Airports and the Comptroller are hereby authorized and directed to enter into and execute on behalf of the City of St. Louis (the "City"), a "Third Amendment" to the Lambert-St. Louis International Airport (the "Airport") Contract Service Agreement for Employee Shuttle Services between the City and Huntleigh Transportation Services, LLC. (the "Contractor") dated May 4, 1994 (the "Agreement") which was ratified and approved under Ordinance 63767 approved April 29, 1996, as amended by the "First Amendment" dated June 10, 1996, authorized by Ordinance 63767 approved April 29, 1996, and the "Second Amendment" dated June 14, 2000, authorized by Ordinance 64939 approved May 24, 2000; the Third Amendment, approved by the Airport Commission and the Board of Estimate and Apportionment is to read in words and figures as set out in **ATTACHMENT "A"**, which is attached hereto and made a part hereof.

SECTION TWO. This being an Ordinance for the preservation of public peace, health, or safety, it is hereby declared an emergency measure as designed in Article IV, Section 20 of the City Charter and shall become effective immediately upon its approval by the Mayor of the City.

AIRPORT NUMBER AL-104

THIRD AMENDMENT
TO
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
CONTRACT SERVICE AGREEMENT
FOR
EMPLOYEE SHUTTLE SERVICES

THIS THIRD AMENDMENT, entered into this _____ day of _____, _____ ("Third Amendment"), by and between the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri ("City"), and Huntleigh Transportation Services, LLC. (the "Contractor").

WITNESSETH THAT:

WHEREAS, City and Contractor are parties to a Contract Service Agreement dated May 4, 1994 (the "Agreement"); to a First Amendment to the Agreement, authorized by Ordinance 63767, approved April 29, 1996; and to a Second Amendment to the Agreement, authorized by Ordinance 64939, approved May 24, 2000;

WHEREAS, the Agreement was originally entered into by Contractor and City for a three year period, and subsequently the Contractor and City agreed to a three year extension, and subsequently the Contractor and City agreed to a one year and seven month extension to provide employee shuttle bus services at Lambert-St. Louis International Airport ("Airport");

WHEREAS, Airport is changing and consolidating employee parking facilities;

WHEREAS, Airport is in process of considering alternate arrangements for employee shuttle transportation;

WHEREAS, City and Contractor desire to amend the Agreement as previously amended 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 as follows:

Section 1. Section 2 of the Agreement as amended is deleted in its entirety and the following is substituted in its place:

Section 2. Schedules. Employee shuttle bus operations will be scheduled to begin from the Employee Parking Lot(s) on a continual run basis. Maximum allowable headways from the Employee Parking Lot(s) to the Main Terminal are every fifteen (15) minutes twenty-four hours a day, except during shift change times when the maximum allowable headways are every five (5) minutes. Schedules are to be submitted to the Airport Director, or his/her designated representative, for approval in writing.

Total vehicle hours of operations will initially be based on a minimum of one hundred forty-six (146) hours of operations per day. Upon relocation of employee parking from Lot C to the new Springdale Lot, vehicle hours of operations will initially be based on a minimum of one hundred fifty-seven (157) hours of operations per day. The Airport Director, or his/her designated representative, shall have the sole right to schedule the buses and revise said schedule, including without limitation the number of vehicle hours of operations per day, routes and stops without any liability or loss of any kind whatsoever, including without limitation loss profits, consequential, incidental, or special damages.

Section 2. Section 3, subsection A of the Agreement as amended is deleted in its entirety and the following substituted in its place.

A) The term of this Agreement shall consist of eight (8) years and one (1) month, commencing on June 1, 1994 and ending on June 30, 2002, unless sooner terminated in accordance with other provisions of this Agreement.

Section 3. Section 4 of the Agreement as amended is deleted in its entirety and the following substituted in its place.

Beginning June 1, 1994, the base payment due hereunder shall be at the rate of \$20.85 per vehicle hour of operation.

Beginning June 10, 1996, the base payment due hereunder, for vehicles meeting the specifications set forth in Section 7 of the Agreement, shall be at the rate of \$23.00 per vehicle hour of operation.

Beginning June 1, 2000, the base payment due hereunder shall be at the rate of \$25.25 per vehicle hour of operation.

Beginning June 1, 2001, the base payment due hereunder shall be at the rate of \$25.75 per vehicle hour of operation.

Beginning January 1, 2002, the base payment due hereunder shall be at the rate of \$35.35 per vehicle hour of operation.

Beginning June 1, 2000, should the average price of diesel fuel paid by Contractor (as documented in monthly fuel statement from their fuel supplier) reach \$1.40 then the base per vehicle of operation hourly rate shall be increased by \$.20 (zero and 20/100 dollars). For each average price per gallon increase of \$.10 (zero and 10/100 dollars), the hourly rate shall increase \$.20 (zero and 20/100 dollars). Should the average price per gallon of fuel decrease by \$.10 (zero and 10/100 dollars), the hourly rate shall decrease \$.20 (zero and 20/100 dollars), but not below the base hourly rate of \$25.25 from June 1, 2000 through May 31, 2001 and \$25.75 from June 1, 2001 through December 31, 2001. This adjustment clause will be limited to a cumulative maximum increase of \$1.60 during the term of the extension. From June 1, 2000 through May 31, 2001 the maximum per vehicle hour of operation payment is \$26.85. From June 1, 2001 through December 31, 2001 the maximum per vehicle hour of operation payment is \$27.35.

Beginning January 1, 2002, should the average price of diesel fuel paid by Contractor (as documented in monthly fuel statement from their fuel supplier) reach \$1.50 then the base per vehicle of operation hourly rate shall be increased by \$.20 (zero and 20/100 dollars). For each average price per gallon increase of \$.10 (zero and 10/100 dollars), the hourly rate shall increase \$.20 (zero and 20/100 dollars). Should the average price per gallon of fuel decrease by \$.10 (zero and 10/100 dollars), the hourly rate shall decrease \$.20 (zero and 20/100 dollars), but not below the base hourly rate of \$35.35. This adjustment clause will be limited to a cumulative maximum increase of \$1.60 during the term of the extension. From January 1, 2002 through June 30, 2002 the maximum per vehicle hour of operation payment is \$36.95.

