



## PROFESSIONAL SERVICE AGREEMENT

American Association of Airport Executives



## PROFESSIONAL SERVICE AGREEMENT

American Association of Airport Executives

This **PROFESSIONAL SERVICE AGREEMENT** (the “**Agreement**”), dated as the final signature of this Agreement (the “**Effective Date**”) is between **Milwaukee County**, a Wisconsin municipal body corporate, represented by its **Milwaukee Mitchell International Airport** (the “**County**”) and the **American Association of Airport Executives** (the “**Contractor**”), combined to be considered the Parties to this Agreement (“**Parties**”).

### RECITALS

1. Milwaukee County and Contractor wish to enter into a professional services relationship for the provision of interactive employee training videos.
2. Due to the nature of this contract, it falls under Chapter 56.30 of the Milwaukee Code of Ordinances, “Professional Services.” This Professional Service Agreement is entered into following all requirements stated in Chapter 56.30 as modified by Wisconsin state statutes.

**ACCORDINGLY**, intending to be legally bound, the Parties agree as follows:

#### 1. Definitions.

Terms defined in the preamble and recitals of this Agreement have their assigned meanings, terms defined throughout this Agreement have their assigned meanings, and the following terms have the meanings assigned to them:

“**Deliverables**” mean any item in Contractor’s Scope of Work that is first developed or created by the Contractor for the County’s use as a result of Services provided under this Agreement. Deliverables include training documents, reports, analysis, and/or other documentation related to the Services provided under this Agreement. Deliverables do not include Contractor’s copyrighted materials and documentation, or other work product in existence prior to the commencement of this Agreement, or first created by the Contractor in any manner not in connection with the Services provided in this Agreement.

“**MCCO**” means the Milwaukee County Code of Ordinances in its most current and updated form, including legislation which has been enacted, but not yet codified. A codified version of the MCCO is available at:

[https://library.municode.com/wi/milwaukee\\_county/codes/code\\_of\\_ordinances](https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances)

“**Services**” mean the professional services provided under this Agreement by Contractor and/or its identified staff.

#### 2. Order of Precedence.

The Agreement includes the following documents, incorporated by reference, in the following order of precedence, which will be followed in resolving any inconsistencies between the terms of the Agreement and the terms of any Exhibits, Attachments, or Amendments to the Agreement:

- a. This Professional Service Agreement;
- b. Contractor's Proposal ("Scope of Work") (Attachment 1);

### **3. Scope of Services.**

Contractor shall specifically perform the services as identified in Attachment 1. Contractor's Deliverables shall include (i) completed training courses as described in Attachment 1 that County will use in connection with Contractor's subscription-based training platform and (ii) all underlying training content including but not limited to scripts, videos, and training curricula in a generally usable non-subscription format as mutually agreed by the Parties.

### **4. Staffing.**

#### **a. Qualification.**

Contractor represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including the availability of sufficient personnel with the necessary qualifications, to perform the services required by this Agreement. Contractor shall provide, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be the employees of, or have any other contractual relationship with, the County.

#### **b. Replacement.**

Any replacement of personnel shall be by persons of equal qualifications, which shall be attested to by Contractor. County may require Contractor to remove and/or replace any such personnel upon fifteen (15) days' written notice to Contractor. Without limitation to the foregoing, and when Contractor's personnel are on County's premises, Contractor will immediately remove and replace any Contractor personnel if County determines that such personnel violated, or may have violated, County's policies or work rules, or any other rule, regulation, statute, or law. Upon County's prior written consent, Contractor will also replace personnel when necessary and appropriate in County's opinion. Contractor agrees to maintain a consistent skill level among all replacement personnel, whether Contractor or County instigated the replacement.

#### **c. Subcontracting and Contractor's Agents.**

Contractor shall have a written and enforceable agreement in place with each of its subcontractors that will enable Contractor to perform its obligations under this Agreement. Agents used or supplied by Contractor in the performance of any Services are employees or agents of Contractor, and under no circumstances are such individuals to be considered employees of County. Contractor shall have the sole responsibility for the conduct of its personnel and agents, and for payment of

its personnel's and/or agent's entire compensation, including salary, withholding of income and social security taxes, workers' compensation, employee and disability benefits and the like. Contractor shall be responsible for all employer obligations toward all of its personnel and/or agents under all applicable laws and all of County's policies.

- d. Provision of Workspace and Materials.** Contractor shall provide all materials needed by Contractor's personnel in connection with the performance of Services under this Agreement at no additional expense to County.

**5. Term and Termination.**

**a. Term.**

Notwithstanding anything to the contrary in Section 2 of Attachment 1 ("Term"), the Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for 2 years.

**b. Termination.**

The Parties may terminate this Agreement as detailed in this Section. Upon termination of this Agreement for any reason, the County shall retain any and all fully vested rights that exist on the effective date of that termination.

**i. Termination by Contractor.**

Contractor may, at its option, terminate this Agreement upon the failure of the County to pay any amount that may become due hereunder for a period of sixty (60) days following submission of appropriate, undisputed billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination, including any retainage.

**ii. Termination by County for Violations by Contractor.**

If the Contractor fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, the County shall there upon have the right to terminate it by giving thirty (30) days written notice of termination of Agreement, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Agreement.

**iii. Unrestricted Right of Termination by County.**

The County further reserves the right to terminate the Agreement at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination and upon receipt of notice of termination, the Contractor shall reduce its activities hereunder as mutually

agreed to by the Parties. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of any services under the Agreement.

**iv. County's Retention of Rights.**

County shall retain any and all fully vested rights that exist on the effective date of termination. In the event that County terminates this Agreement, County's liability and Contractor's exclusive remedy will be limited to County paying Contractor for Services and Deliverables completed in accordance with the terms of this Agreement, provided, however, that such payment will not exceed the unpaid amounts due under the Scope of Work.

**6. Compensation.**

**a. Fees & Payments.**

Contractor acknowledges that Milwaukee County will not pre-pay for services or deliverables and agrees to accept payment in accordance with this section and following delivery to the County of complete and accurate invoices for completed services or deliverables.

County shall compensate Contractor for work performed as a fixed fee in three installments. Notwithstanding anything to the contrary in Section 3 of Attachment 1 ("Payment"), the fixed fee installments shall be invoiced by the Contractor following below milestones:

	Fixed Fee	Milestone
1 <sup>st</sup> Installment:	\$53,400	Following script approval
2 <sup>nd</sup> Installment:	\$44,675	Following the later of (i) delivery of completed and accepted training courses or (ii) January 1, 2025
3 <sup>rd</sup> Installment	\$44,675	Following January 1, 2026

The total compensation to Contractor for Services performed under the Agreement shall not exceed **\$142,750** unless agreed to by the County in writing.

**b. Invoicing.**

Contractor shall submit invoices to the County which include the following information:

1. A reference to this Agreement, including the Effective Date;
2. The name and address of the Contractor;
3. An invoice number and invoice date;
4. Remittance name and address;
5. Name, title, and phone number of Contractor's contact for notification in the event of a defective or inaccurate invoice;

6. Deliverables billed for, referencing the Scope of Work;
7. The date due; and
8. The amount billed.

Invoices must be submitted to:

Milwaukee Mitchell International Airport  
ATTN: Jim Grava  
5300 S. Howell Ave.  
Milwaukee, WI 53207

**c. Cost of Performance of Obligations.**

Contractor is responsible for all charges, costs, and fees incurred as a result of performing its obligations and rendering its services under this Agreement, unless otherwise indicated.

**d. State Prompt Pay Law Exemption.**

State Prompt Pay Law, Section 66.285, does not apply to this Agreement.

**e. Late Payment.**

As a matter of practice, the County attempts to pay all invoices within 30 days of receipt of an accurate invoice from Contractor and County's acceptance of the corresponding services that comply with the terms of this Agreement. If no disputes arise, and an invoice has not been paid 60 days after it was received by the County, the Contractor may file a claim for 12% (annual rate) on amounts not paid after the 60<sup>th</sup> day. **Invoices must be sent by mail or e-mail as indicated in provision 6(c) above to be considered received by the County.**

**f. Fees, Permits, Taxes, and Licenses.**

Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor must be without such taxes; billings including such taxes will be rejected.

Contractor shall be responsible for all federal, state, and local permits, licenses, and fees, together with all governmental filing related to such permits, licenses, and fees, which arise out of Contractor's performance of services under this Agreement, or which arise as a result of any compensation paid to Contractor under this Agreement.

**7. Ownership of Data.**

Upon completion of the work or upon termination of the Agreement, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Agreement shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by

Contractor under this Agreement shall not be made available to any individual or organization by Contractor without the prior written approval of County.

No reports or documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

Contractor will retain sole and exclusive ownership of all right, title and interest in Contractor's work papers, proprietary information, processes, methodologies, know-how and software ("Contractor Property"), including such information as existed prior to the delivery of the Services. To the extent Contractor's Deliverables to County contain Contractor Property, Contractor grants County a perpetual, non-exclusive, royalty-free license to use such Contractor Property in connection with the Deliverables, provided such use is in accordance with the use contemplated by this Agreement.

**8. County Rights of Access and Audit.**

The Contractor, Lessee, or other party to the Agreement, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as "**Designated Personnel**") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the Agreement, related to the terms and performance of the Agreement for a period of up to three years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the Agreement, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of Ordinances ("**MCCO**").

**9. Affirmative Action.**

The Contractor assures that it will undertake an affirmative action program as required by MCCO 56.17(1d), to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCO 56.17(1d). The Contractor assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCO 56.17(1d), to the same effect.

**10. Targeted Business Enterprise Goals.**

- a. Contractor shall comply with all provisions imposed by or pursuant to MCCO Chapter [42](#) as regards Targeted Business Enterprise ("**TBE**") participation on County projects, when and where applicable, and as said Ordinance may be

amended. The County shall notify Contractor in the event that new ordinances are issued.

- b. Contractor shall adhere to the approved TBE Participation Plan contained in this Agreement, which assures that a required minimum participation percentage of the Agreement be attributed to a firm certified by the County or an entity whose certification is recognized by the County throughout the term of this Agreement. Approval must be obtained from the County prior to making any change(s) to the approved TBE Participation Plan.

**The parties agree that no TBE goal has been established and no goal is required under this Agreement.**

#### **11. Non-Discrimination, Equal Employment Opportunity, and Affirmative Action.**

In the performance of work or execution of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. The Contractor will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the Agreement without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the Agreement.

The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Agreement, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The Contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

The Contractor agrees that it will strive to implement the principles of active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of participation of target enterprise firms.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any

person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Agreement, County may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Agreement, or it may permit Contractor to complete the Agreement, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

## **12. Indemnity.**

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Workers' Compensation Laws, or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Agreement.

Contractor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computers programs involved in the performance of the tasks and services covered by this Agreement.

## **13. Insurance.**

Every contractor and all parties furnishing services or product to the County or any of its subsidiary companies must provide the County with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the Agreement. All parties shall, at their sole expense, maintain the following insurance:

### **a. Commercial General Liability Insurance including contractual coverage:**

The limits of this insurance for bodily injury and property damage combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

### **b. Business Automobile Liability Insurance:**

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

### **c. Workers' Compensation Insurance:**



Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

**d. Employers Liability Insurance:**

Such insurance shall provide limits of not less than \$500,000 policy limit.

**e. Professional Liability/Errors and Omissions:**

This insurance shall insure the professional services of the Contractor for the scope of services to be provided under this Agreement. Such insurance shall provide limits of not less than \$1,000,000 per occurrence.

**f. Excess/Umbrella Liability Insurance:**

Such insurance shall provide additional limits of not less than \$5,000,000 per occurrence in excess of the limits stated in (a), (b), and (d) above.

**g. Additional Requirements:**

- i. Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, subcontractors shall also comply with the additional requirements listed below.
- ii. The insurance specified in (a), (b) and (e) above shall: (a) name Milwaukee County, including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.
- iii. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. The County may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
- iv. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against Milwaukee County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
- v. Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide Milwaukee County with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- or better.

**Mail to:**

Milwaukee County Risk Management  
633 Wisconsin Ave. Ste. 750  
Milwaukee, WI 53203

#### **14. Confidentiality.**

Contractor agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this Agreement on behalf of the County department, below, and not any other person or entity, including any other County employee or official. Contractor further agrees that, aside from obligations under the public records law as more fully described in Section 19 of this Agreement and as determined in cooperation with the County, Contractor shall maintain all materials and communications developed under or relating to this Agreement as confidential and shall disclose them only to or as directed by the individual who is signing this Agreement on behalf of the County department, below. Contractor understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for the County and may require Contractor to indemnify County as provided in Section 12 of this Agreement.

#### **15. Prohibited Practices.**

##### **a. Conflict of Interest.**

During the period of this Agreement, the Contractor shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of the Contractor, has a conflict of interest.

##### **b. Code of Ethics.**

Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part,

*"No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee."*

Additionally, the Contractor shall ensure all subcontractors and employees are familiarized with the statement above.

##### **c. Non-Conviction for Bribery.**

The Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, partners, or employees directly involved in obtaining contracts have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.

##### **d. Debarment or Suspension.**

The Contractor hereby declares and affirms that, to the best of its knowledge and

belief, that its principles, owners, officers, shareholders, key employees, directors, and/or member partners:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- ii. Have not, within a three-year period preceding the date of execution of this Agreement, been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or governmental transaction or contract under a public or governmental transaction, violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses stated in section ii, above; and
- iv. Have not, within a three-year period preceding the date of execution of this Agreement, had one or more public or governmental transactions terminated for cause or for default.

**16. Compliance with County's Policies.**

- a. **Safety and Security Policies.** Contractor agrees to use all commercially reasonable efforts to cause any of its employees who provide services under this Agreement on County's premises to comply with County's safety and security policies that County communicates to the extent that such policies are applicable to the site where Contractor's employees are providing services. Notwithstanding the above, such standard safety and security policies shall not include policies related to drug testing.
- b. **Drug Use Policies.** Unless conflicting to any laws where the services are being provided, in which case this section is not enforceable, Contractor will advise any Contractor employee who provides services under this Agreement on County's premises of County's right to require an initial drug screen prior to the commencement of the assignment and, further, to require a drug screen at any time during the assignment either:
  - i. If County believes, in good faith, that the Contractor's employee is under the influence of an illegal substance, or
  - ii. As a consequence of an accident caused by or involving the Contractor's employee on County's premises during the performance of this Agreement



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American Association of Airport Executives



and likely to have been related to Contractor’s employee’s use of an illegal substance.

Drug screening (unless provided by the County) shall be performed by Contractor at Contractor’s expense, and Contractor will address any positive results and handle accordingly. Contractor’s employee will not be permitted to perform the services if a positive result of the drug screen is determined.

**17. Notices.**

All notices with respect to this Agreement shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

**To Contractor:**

American Association of Airport Executives (AAAE)

ATTN: Ben Hubbard  
601 Madison Street, Suite 400  
Alexandria, VA 22314

ben.hubbard@aaae.org

**To County:**

Milwaukee Mitchell International Airport

ATTN: Brian Dranzik  
5300 S Howell Ave  
Milwaukee, WI 53207

bdranzik@mitchellairport.com

*With a Copy to:*

Milwaukee County Corporation Counsel  
901 N. 9th Street, Room 303  
Milwaukee, WI 53233

[Margaret.Daun@milwaukeecountywi.gov](mailto:Margaret.Daun@milwaukeecountywi.gov)

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

**18. Public Records.**

Both parties understand that the County is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon the contractor shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability

under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this agreement.

**19. Independent Contractor.**

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Nothing contained in this Agreement shall give Contractor any authority to supervise, manage, and/or direct County employees.

**20. Electronic Documents Considered Writing.**

Any document properly transmitted by computer access will be considered a “writing” delivered in connection with this Agreement. Electronic documents will be considered signed by a Party if they contain an agreed-upon electronic identification symbol or code as required by law. Electronic documents will be deemed received by a Party when accessible by the recipient on the computer system.

**21. Compliance with Laws.**

The Contractor agrees to comply with all applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards, and regulations of any accreditation agencies or bodies. The Contractor agrees to hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of any such laws, rules, regulations, policies, procedures, standards, or ordinances.

**22. Choice of Law.**

This Agreement shall be governed, interpreted, construed, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation over the enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County.

**23. Assignment Limitation, Subcontracts.**

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other. Assignment of any portion of the work by subcontract must have the prior written approval of County.

**24. Severability.**

If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Agreement, unless the Agreement so construed fails to meet the essential business purposes of the Parties as manifested herein.

**25. Modification and Waiver.**

This Agreement may not be modified and none of its terms may be waived, except in writing and signed by authorized representatives of both Parties. To the extent that any term in any document, other than a writing signed by both Parties that expressly purports to amend this Agreement, is contrary to, or conflicts with this Agreement, the terms of this Agreement shall control. A waiver by a Party of any default shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this Agreement. The failure of a Party to enforce, or the delay by a Party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement.

**26. Entire Agreement.**

This Agreement and all properly executed Statements of Work constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any and all prior agreements and negotiations, whether oral, written, or implied. No change, addition, or amendment shall be made except by written agreement signed by a duly authorized representative of each Party.

**27. Authorization.**

The County has executed this Agreement pursuant to action taken by its Board of Supervisors on [Insert Date Action was Taken], Resolution File No. [Insert Resolution File #].

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# Proposal

## Interactive Employee Training (IET)

Part 139 Series & Customer Service Training



**Prepared For:**

Milwaukee Mitchell International  
Airport

**October 3, 2023**



October 3, 2023

James Grava, ACE  
Airport Operations Manager  
Milwaukee Mitchell International Airport  
5300 S Howell Ave  
Milwaukee, WI 53207  
(414) 747-5575  
[jgrava@mitchellairport.com](mailto:jgrava@mitchellairport.com)

Dear Jim,

The American Association of Airport Executives (AAAE) is pleased to provide Milwaukee Mitchell International Airport (MKE) with our proposal for Part 139 Series & Customer Service Training. Founded in 1928, AAAE is the world's largest professional organization for airport executives, representing thousands of airport management personnel at public-use commercial and general aviation airports. AAAE's members represent some 850 airports and hundreds of companies and organizations that support airports. AAAE serves its membership through results-oriented representation in Washington, D.C. and delivers a wide range of industry services and professional development opportunities including training, meetings and conferences, and a highly respected accreditation program.

Training within the airport environment is highly specialized, regulated, and complex. AAAE leads our industry in providing innovative products and services to meet the dynamic needs of your operation and can customize solutions for MKE.

Please find below additional information regarding our IET-LS training platform, our project team, and our price proposal. Pricing is valid through March 31, 2024.

We look forward to supporting Milwaukee Mitchell International Airport.

Sincerely,

A handwritten signature in blue ink that reads "Ben Hubbard".

Ben Hubbard, C.M.  
Director, Compliance Services  
AAAE  
601 Madison Street, Suite 400  
Alexandria, VA 22314  
Email: [ben.hubbard@aaae.org](mailto:ben.hubbard@aaae.org)  
Telephone: (771) 215-7394

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Statement of Confidentiality: All rights reserved. This document is intended for certain Milwaukee Mitchell International 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 Milwaukee Mitchell International 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.





## **INTERACTIVE EMPLOYEE TRAINING SERVICES AGREEMENT**

This American Association of Airport Executives services agreement (“Agreement”) is made and entered into by and between (i) the American Association of Airport Executives (“AAAE”), and (ii) Milwaukee Mitchell International Airport an entity organized under the laws of the State of Wisconsin (“Airport”), who, intending to be legally bound, hereby agree as follows:

### **RECITALS**

AAAE is the owner of the Interactive Employee Training Learning System (IET-LS) software (the “Software”), and the Airport uses the software to deliver compliance-based training courses. The Airport also desires the production of training courses for delivery through the Software. AAAE desires to produce these courses for the Airport subject to the terms and conditions set forth in this agreement. The scope of services and the parties’ responsibilities are as defined in Exhibit A attached hereto and by this reference made a part hereof.

### **1: USE OF SOFTWARE AND OWNERSHIP**

**Use of Software:** The Airport may access and use the Software. AAAE retains all right, title, and interest in and to the Software as its sole property, subject to the Airport’s rights specified in this agreement. The Airport will use the Software for compliance training requirements only, and it will not use reproduce or modify the Software in any manner not specifically set forth herein.

**Ownership of the Work:** Airport and AAAE agree that AAAE shall own the entire right, title, and interest, including patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by AAAE in the performance of the project, and developed using AAAE’s facilities or personnel. Airport and AAAE agree that Airport shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived and developed by Airport’s facilities or personnel. Work that is jointly developed using both Airport and AAAE personnel and facilities shall be jointly owned.

**Ownership of Training Data:** The Airport shall maintain ownership and control of the training result data (Data) throughout the Agreement period and in perpetuity. AAAE shall have the right to use the Data solely to perform work under the Agreement with the Airport. AAAE may not use the Data, a subset of the Data, and/or a summary of the Data, or cause or permit the Data, a subset and/or a summary thereof, to be used by any third party, outside the Scope of this Agreement without the express written consent of the Airport. AAAE warrants that throughout all operational and maintenance activities the accuracy of the Data will be preserved.

### **2: TERM**

The initial term of this Agreement will be three (3) years. This Agreement shall commence on January 1, 2024 and end on January 1, 2026.

### **3: PAYMENT**

AAAE shall submit an invoice to the Airport in the amount of \$53,400 upon execution of this Agreement. AAAE shall submit an invoice to the Airport in the amount of \$44,675 on January 1, 2025, and AAAE shall submit an invoice to the Airport in the amount of \$44,675 on January 1, 2026. The Airport shall pay such invoice within thirty (30) calendar days of receipt.

### **4: CHANGES IN SPECIFICATIONS**

If at any time, Airport desires to make any changes or variations from the course script(s), or from any material or work in progress, and such changes result in additional costs to AAAE, AAAE agrees to notify the Airport of the amount before any such additional costs are incurred and AAAE shall proceed only after receiving approval (written



or oral) from Authorized Representative, approval by Airport shall be binding and incorporated into the terms of this Agreement. Reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment.

## 5: WARRANTY

AAAE warrants that the software and training courses at the time of installation shall materially conform to the specifications agreed-upon. In case of a nonconformance, Airport shall promptly notify AAAE. AAAE shall correct any nonconformance after notification within a reasonable time by the means it determines to be the most appropriate, whether by telephone instructions, the issuance of updating documentation, corrective code, hardware replacement or modification, or other methods.

Notwithstanding the warranties outlined above, AAAE makes no other warranties, express or implied, oral or written, and makes no representation or guarantees to Airport whatsoever and specifically disclaims all other warranties.

## 6: MISCELLANEOUS

1. **Relationship.** This Agreement does not create any partnership, joint venture, franchisor-franchisee or employer-employee relationship between the parties hereto. Neither party hereto is granted any express or implied right or authority to bind the other party hereto in any manner whatsoever.
2. **No Third-Party Beneficiaries.** There are no third-party beneficiaries entitled to enforce any provisions of this Agreement.
3. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, contains the entire agreement and understanding of the parties hereto with respect to the matters herein set forth, and all prior agreements, negotiations and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement.
4. **Amendment.** This Agreement may not be modified except in writing, signed by both of the parties hereto.
5. **Waiver.** Any party may waive compliance by the other party with any of the provisions of this Agreement. No waiver of any provision shall be construed as a waiver of any other provision or the same provision in a subsequent instance. Any waiver must be in writing.
6. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No assignment of this Agreement or of any contractual rights or obligations hereunder may be made by either party (by operation of law or otherwise) without the prior written consent of the other party hereto, which shall not be unreasonably withheld, and any attempted assignment without the required consent shall be null and void.
7. **Cooperation.** Each party hereto shall take all such steps and measures as may be requested by the other party hereto in order to effectuate the purposes of this Agreement.
8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
9. **Headings.** The section headings and other descriptions contained in this Agreement are for reference purposes only and shall not affect any way the meaning or interpretation of this Agreement.
10. **Further Assurances.** Each party hereto shall do and perform or cause to be done and performed all further acts and things and shall execute and deliver all such other certificates, instruments and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.



IN WITNESS WHEREOF, this Agreement has been duly executed by or on behalf of each of the parties hereto as of the date first above written.

**American Association of Airport Executives**

**Airport**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Exhibit A

### Interactive Employee Training Solutions Statement of Work

AAAE will provide Computer Based Training to the Airport consisting of a customized, web-based training solution. AAAE's web-based system, the Interactive Employee Training Learning Suite (IET-LS), is airport-specific, scalable and has cloud-based capabilities.

#### AAAE will provide the following services for the development of IET-LS:

Advance consultation on custom videotaping	Narration and Audio mixing
Custom content / scenario development	All graphics and graphic artwork
Story boarding and visual development	Interactive script development and branching
On-site videotaping, to include site survey	Integration of custom video into interactive course
Visualization and scene layouts	Programming interactive assessments for IET-LS
Dramatization and scenario development	A review version of the interactive course
Pre-production meetings for role playing development	Packaging of approved interactive program
Directing and production of scenarios	Final interactive program loaded on each unit
Overseeing scene treatment and continuity	Installation and On-site testing
Non-linear editing and postproduction	Quality assurance

#### AAAE's obligations are as follows:

AAAE will be directly involved in all aspects of the project and is responsible for planning and execution. AAAE's team consists of a Project Manager who will be the Airport's primary point of contact, and several team members who are assigned to deliver their tasks according to the project schedule or timeline. On large projects, some team members may serve as Team Leads, providing task and technical leadership. The Project Manager will be responsible for overseeing the day-to-day activity and coordinate all functions and workflows.

At initiation of the project, the Project Manager will schedule a kickoff meeting to review development phases and approval cycles. The courses and their content will be provided to the Airport for review, and the Airport will have time to review course material. The Project Manager will provide the Airport with a project timeline and scope of work. If at any time, the Airport desires to make any changes or variations from the script(s) or storyboard(s) or from any material or work in progress, and such changes result in additional costs to AAAE, AAAE agrees to notify the Airport of the amount before any such additional costs are incurred and AAAE shall proceed only after receiving approval (written or oral) from Authorized Representative, approval by Airport shall be binding and incorporated into the terms of this Agreement. Reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment.

#### The Airport's obligations are as follows:

Course Script Approval. Those authorized to review and approve course scripts from the Airport will have ten (10) business days to make editing comments upon delivery from a Project Manager. If no comments or edits are received after ten (10) business days from delivery, AAAE will assume the Airport has accepted and approved the script as delivered and proceed to the next phase of production. If Airport makes changes to the approved script after the commenting period is complete, then a change order will be initiated at a rate of \$175 per hour charged to the Airport.

Course Video Production Approval. Those authorized to review and approve course video production will have seven (7) business days to make editing comments upon notification from a Project Manager. If no comments or edits are received after seven (7) business days from delivery, AAAE will assume the Airport has accepted and approved the production as delivered and proceed to the next phase of the project. If the Airport makes changes to the approved video production after the commenting period is complete, then a change order will be initiated at a rate of \$175 per hour charged to the Airport.

User Acceptance Testing. Those authorized to conduct user acceptance testing for the Airport will have seven (7) business days to make comments upon delivery from the AAAE. If no comments are received after seven (7) business days from delivery, AAAE will assume the Airport has accepted and approved the delivered courses and complete the project. If the Airport makes changes to the courses after the user acceptance period is complete, then a change order will be initiated at a rate of \$175 per hour charged to the Airport.



## Exhibit B

### Fees and Payment

Airport shall pay the fees set forth in this Exhibit for the Services performed by AAAE as outlined in the Agreement.

#### **Fees for development of IET-LS Courses and Software**

COURSE	DESCRIPTION	PRICE
<b>Customer Service (Customized)</b>	This course, which can also be used as a new employee orientation, can include a welcome from the CEO, interviews with enthusiastic employees, professional voice talent and right/wrong scenarios that are designed to demonstrate how to bring out the best in people. A motivational music track is also available along with professional motion graphics and high-definition content that will communicate a sense of world class service. Video length is up to 15 minutes.	\$14,000
<b>Total: Training Course Production</b>		<b>\$14,000</b>

COURSE	DESCRIPTION	PRICE
<b>Part 139 Course Initial Training</b>	This course covers general information about Federal Aviation Regulation (FAR) Part 139 which establishes certification requirements for airports serving scheduled air carrier (commercial service) operations. FAR Part 139 is divided into four subparts. This course contains 20 modules based on the four subparts. The entire video production content is approximately 4.5 hours. Graphics, animation and select footage used from AAAE library; Portions of course filmed at Milwaukee Mitchell International Airport for custom appearance.	<b>\$120,000</b>
PART 139 MODULES	DESCRIPTION	TYPE
Module 01 (Subpart A)	Description of airport certification and operation, including applicability and delegation of authority. This module also contains a definition of terms used in FAR Part 139.	Non-Custom
Module 02 (Subpart B)	Covers the requirements for driving on the Non-Movement Area; maintaining vehicle safety; definitions and causes of incidents and accidents; and all Non- Movement Area signage, marking and lighting.	Non-Custom
Module 03 (Subpart C)	Requirements, airport certification manual (ACM) contents, and ACM amendment process.	Non-Custom



Module 04 (139.301 Records and 139.303 Personnel)	Maintaining records for required training at the airport and requirements to provide training to ensure airport personnel are proficient and qualified to comply with the Airport Certification Manual (ACM). 139.301/303 Records and Personnel is an element of FAR Part 139 Subpart D (Operations).	Non-Custom
Module 05 (139.305 Paved Areas and 139.307 Unpaved Areas)	Combines two related elements, 139.305 Paved Areas and 139.307 Unpaved Areas. It gives a general description of the requirements to maintain and promptly repair the pavement, of each runway, taxiway, loading ramp, and parking area on the airport that is available for air carrier use. 139.307 Unpaved Areas is included since it is a part of FAR Part 139. 139.305 Paved Areas and 139.307 Unpaved Areas are elements of FAR Part 139 Subpart D (Operations).	Non-Custom
Module 06 (139.309 Safety Areas)	General description of the safety area requirements an airport must provide and maintain for each runway and taxiway available for air carrier use. 139.309 Safety Areas is an element of FAR Part 139 Subpart D (Operations).	Customized
Module 07 (139.311 Marking, Signs, and Lighting)	Requirements to provide and maintain pavement marking, signs, and lighting systems, and wind cones for air carrier operations. 139.311 Marking, Signs, and Lighting is an element of FAR Part 139 Subpart D (Operations).	Customized
Module 08 (139.313 Snow and Ice Control)	Description of the preparing, maintaining, and carrying out of the airport's snow and ice control plan. 139.313 Snow and Ice Control is an element of FAR Part 139 Subpart D (Operations).	Customized
Module 9 - ARFF (139.315 ARFF Index Determination 139.317 ARFF Equipment and Agents 139.319 ARFF Operational Requirements)	Combines three related elements: 139.315 ARFF Index Determination, 139.317 ARFF Equipment and Agents, and 139.319 ARFF Operational Requirements. The module gives a general description of the airport's ARFF index, minimum requirements of ARFF equipment and agents, and ARFF capabilities. 139.315 ARFF Index Determination, 139.317 ARFF Equipment and Agents, and 139.319 ARFF Operational Requirements are elements of FAR Part 139 Subpart D (Operations).	Customized
Module 10 (139.321 Handling and Storage of HAZMAT)	Establishing and maintaining procedures for the protection of persons and property during the handling and storing of hazardous material. 139.321 Handling and Storage of HAZMAT is an element of FAR Part 139 Subpart D (Operations).	Customized
Module 11 (139.323 Traffic and Wind Direction Indicators)	Procedures for establishing and maintaining traffic and wind direction indicators. 139.323 is an element of FAR Part 139 Subpart D (Operations).	Non-Custom
Module 12 (139.325 Airport Emergency Plan)	Developing and maintaining of an airport emergency plan designed to minimize the possibility and extent of personal injury and property damage in an emergency. 139.325 Airport Emergency Plan is an element of FAR Part 139 Subpart D (Operations).	Customized
Module 13 (139.327 Self-Inspection Program)	Requirements for inspecting the airport to ensure compliance with FAR Part 139. 139.327 Self-Inspection Program is an element of FAR Part 139 Subpart D (Operations).	Non-Custom
Module 14 (Movement Area) (139.329 Pedestrians and Ground Vehicles)	General description of limiting the access to movement and safety areas, safe and orderly access to and operation in movement and safety areas, communication with the tower. 139.329 Pedestrians and Ground Vehicles is an element of FAR Part 139 Subpart D (Operations).	Customized



Module 15 (139.331 Obstructions)	Ensuring that each object determined to be an obstruction is removed, marked, or lighted. 139.331 Obstructions is an element of FAR Part 139 Subpart D (Operations).	Non-Custom
Module 16 (139.333 Protection of NAVAIDS)	Ensuring that the construction of facilities not interfere with electronic or visual NAVAIDS. 139.333 Protection of NAVAIDS is an element of FAR Part 139 Subpart D (Operations).	Non-Custom
Module 17 (139.335 Public Protection)	Ensuring that safeguards prevent inadvertent entry into the movement area, reasonable protection of persons and property from aircraft blast, and fencing that meets FAA and TSA security regulations. 139.335 Public Protection is an element of FAR Part 139 Subpart D (Operations).	Non-Custom
Module 18 (139.337 Wildlife Hazard Management)	Description of actions to alleviate wildlife hazards when they are detected and conduct wildlife hazard assessments. 139.337 Wildlife Hazard Management is an element of FAR Part 139 Subpart D (Operations).	Customized
Module 19 (139.339 Airport Condition Reporting)	Providing for the collection and dissemination of airport condition information to air carriers and the appropriate use of the NOTAM system. 139.339 Airport Condition Reporting is an element of FAR Part 139 Subpart D (Operations).	Non-Custom
Module 20 (139.341 Identifying, Marking, and Lighting Construction and Other Unserviceable Areas and 139.343 Non-Complying Conditions)	Combines two related elements: 139.341 Identifying, Marking, and Lighting Construction and Other Unserviceable Areas and 139.343 Non-Complying Conditions. Gives a general description of appropriately marking and lighting construction or unserviceable areas and determining if uncorrected unsafe areas exist on the airport. 139.341 Identifying, Marking, and Lighting Construction and Other Unserviceable Areas and 139.343 Non-Complying Conditions are elements of FAR Part 139 Subpart D (Operations).	Non-Custom
Travel for Production Crew	AAAE prefers to film all courses at one time. Should more than one trip be required, the following per trip expense will be applied.	\$8,750
<b>Total: Course Production</b>		<b>\$128,750</b>

## TOTAL COSTS FOR DEVELOPMENT OF IET-LS

IET-LS Course Production: Customer Service (Customized)	\$14,000
IET-LS Course Production: Part 139 Series	\$128,750
<b>TOTAL</b>	<b>\$142,750</b>