

Addendum No. 1
December 19, 2019

- 1. Do you have a recruiter now and is there a copy of that agreement or previous proposal available to look at?**

Yes! Below is a copy of the fourth amendment to the original contract and the Exhibit A, the scope of tasks.

- 2. Do you have a current list of companies you are working with to relocate or expand into Spokane?**

No

- 3. What does success look like and how is it benchmarked by the Board?**

At this time, the evaluation criteria as set forth in the Request for Proposals.

Please see the fourth amendment to the original contract and the Exhibit A documents on the following pages.

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
For
Aerospace Business Development Services Contract with ICF International #16-49-003

This Fourth Amendment to the Professional Services Agreement (“Third Amendment”) is made and entered into effective as of February 21, 2019, to amend the Professional Services Agreement referenced below by and between SPOKANE AIRPORT (the “Airport”) and ICF SH&E, Inc. (the “Consultant”) (together the “Parties”).

RECITALS

WHEREAS, the Parties entered into that certain Professional Services Agreement (For Aerospace Business Development Services Contract with ICF International #16-49-003) dated February 16, 2016 (the “Agreement”), and amended March 9, 2016 (the “First Amendment”), April 20, 2017 (the “Second Amendment”), and April 26, 2018 (the “Third Amendment”);

WHEREAS, Consultant and Airport desire to amend the Agreement as specifically set forth herein to memorialize the performance of a revised and amended Scope of Work – Exhibit A and increase in the compensation to be paid to Consultant; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree for themselves, their successors and assigns as follows effective February 21, 2019:

AGREEMENT

A. Exhibit A, Scope of Work, dated February 21, 2019 and as amended, is hereby revised and amended as set forth on the Exhibit A, dated February 21, 2019, attached hereto and made a part hereof. Said Exhibit A has been amended to remove work or services (“Tasks”) not performed by Consultant, include additional Tasks to be performed by the Consultant, and to restate certain Tasks that were previously approved but not yet performed by Consultant.

B. Paragraph 3 the Agreement, identified as “COMPENSATION,” shall be amended in its entirety so that as amended, it now reads:

COMPENSATION: The Airport will pay Consultant per the Scope of Work – Exhibit A, dated February 21, 2019. The fee for all services performed or to be performed under this Agreement shall be an amount not to exceed \$495,700.

The Consultant agrees that any work identified as outside the Scope of Work shall be discussed with the Airport prior to execution of such work. A separate written scope and fee will be prepared and forwarded to the Airport for consideration. Any work completed by Consultant outside of the Scope of Work without express written prior approval from the Airport shall be considered incidental.

C. Except as set forth in this Fourth Amendment, all other provisions of the Agreement shall be unchanged and remain in full force and effect and references in the Agreement to "this Agreement", "hereunder", "herein", "hereof", and words of like effect shall mean the Agreement as so amended by the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment.

D. This Fourth Amendment may be executed in one or more counterparts and/or by facsimile, each of which shall be deemed an original and all of which signed counterparts, taken together, shall constitute one instrument.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto the day and year first above written:

SPOKANE AIRPORT BOARD

Signature:

Lawrence J. Krauter
Lawrence J. Krauter
Chief Executive Officer

APPROVED AS TO FORM:

By

Brian M. Werst
Brian M. Werst
General Counsel

ICF SH&E, INC

Signature:

Victoria J. White
Title: Sr. Contracts Administrator
Date: 19 March 2019

Scope of Spokane Airport Aerospace Marketing Implementation Support

ICF will provide support services to Spokane Airport (“Client”) related to the on-going Aerospace Marketing Initiative.

Marketing implementation support will consist of market intelligence, conduct analysis, arrange meetings, attend marketing meeting, and prepare and present marketing information as requested by the Client.

Task 1: ICF will support Client marketing effort at the Association of Washington Business’ Trade Mission to Tokyo, Japan (March 18-22, 2019) Jointly with the Client, ICF will support Client in Target/Stakeholder recruitment meetings during the Mission, arrange meetings with targets, develop focused marketing presentations for each target, present marketing material to target and make follow up arrangements for further dialog with the client. *\$35,000*

Task 2: ICF will support Client marketing effort at the Hamburg Interiors Show (April 2019). Jointly with the Client, ICF will develop a target list for the Show, arrange meetings with targets, develop focused marketing presentations for each target, present marketing material to target and make follow up arrangements for further dialog with the client. ICF will arrange meetings at the Airshow with up to 6 target prospects. *\$35,000*

Task 3A: ICF will support Client marketing effort at the Paris Airshow (June 2019). Jointly with the Client, ICF will develop a target list for the Airshow, arrange meetings with targets, develop focused marketing presentations for each target, present marketing material to target and make follow up arrangements for further dialog with the client. ICF will arrange meetings at the Airshow with up to 6 target prospects. *\$35,000*

Task 3B: ICF will support Client marketing effort to companies after the Paris Airshow (June 2019). Jointly with the Client, ICF will develop a target list for the post-Airshow visits, arrange meetings with targets, develop focused marketing presentations for each target, present marketing material to target and make follow up arrangements for further dialog with the client. ICF will arrange meetings after the Airshow with up to 3 target prospects. *\$17,500*

Task 4: ICF will support Client in presentations to major U.S. and global Aerospace manufacturers and/or significant aerospace suppliers, including arranging meetings, develop focused marketing presentations, presenting materials, and follow up arrangements for further dialogue with the client. \$5.5K for each engagement, plus relevant travel expenses not to exceed \$2,500, total: *\$44,000*

Task 5: ICF will support Client in developing a proposal to bring Boeing NMA work to Spokane: develop an initial proposal specification, map target stakeholders, network at Boeing and in the supply chain, and finalize the proposal specification. ICF will also develop a strategy to promote the proposal through additional stakeholder mapping (as necessary) and developing a promotions plan. ***\$45,000***

Task 6: ICF will support Client with specific communications and engagement actions necessary to execute the proposal promotion plan including creative services, written communications, visuals, social media, and traditional media. ***\$30,000***

Task 7: ICF will support Client Board Meeting c. February 21, 2019 in Spokane, WA. ICF will develop materials outlining the development of the aerospace cluster strategy, discuss the recruitment efforts to date, and outline the current and upcoming support activities, including the development of a "NMA" proposal to Boeing. \$5,500 for the engagement + travel not to exceed \$2,500. ***\$8,000***

The above reference services will be provided on a task order basis for a fixed price basis to include professional fees, expenses, and administrative charges. The fees presented above are exclusive of sales and withholding taxes, which are the responsibility of Spokane International Airport. The fees proposed are also based upon an assumption that ICF's reasonable and timely requests for information are fulfilled clearly, in a timely manner and completely. ICF reserves the right to adjust its fees should unanticipated work be required due to late, inadequate, and/or incomplete information provided.

\$249,500 Total of all 8 Tasks