

January 27th Board Meeting

Dan McClure Auditorium East
6000 Airport Circle
Sarasota, FL 34243



SARASOTA
BRADENTON
INTERNATIONAL

January 27, 2025 01:00 PM

Agenda Topic	Presenter	Page
1. Call to Order, Invocation, and Pledge to Flag	Chairman Biter	
2. Introduction of New Employees	Anita Eldridge	
3. Approval: Minutes of Regular Meeting of November 19, 2024	Chairman Biter	3
4. Public Comments - Items on the Agenda	Chairman Biter	
Members of the public who wish to speak on a topic, whether on the agenda or not, are asked to fill out a Citizen's Comment card and present it to the Board Secretary. This is the time for anyone wishing to speak on ANY agenda item, even those that may involve a contract in excess of the \$500,000 threshold amount. A later item on the agenda is set aside for those wishing to speak on items NOT on the agenda.		
5. Communication: Plante Moran Audited Fiscal Year 2024 Financials	Fredrick J. Piccolo	
6. Items Needing Action	Fredrick J Piccolo	11
6.1 Approval: Resolution 2025-01 Authorizing President, CEO to Execute Certain Leases, Contracts, Grant Agreements and Utility Easements	FJP	11
6.2 Public Hearing for Approval: Resolution 2025-02 - Amending Fiscal Year 2025 Budget to Establish Fees for Fire and Emergency Medical Technician Services	FJP	
6.3 Approval: Resolution 2025-02 to Establish Fees for Fire and Emergency Medical Technician Services	FJP	15
6.4 Award for Tenant Rental Car Concession and Lease Agreement & Agreement of Lease - Land Rental Car Service Facility to SIXT RENT A CAR, LLC	FJP	34
6.5 Request for Approval: Automatic Bi-Part Doors for Terminal	FJP	132
7. Items Needing Action - Over \$500,000 Threshold	FJP	133
The following item(s) involve a contract in excess of the threshold of \$500,000 and pursuant to Section 332.0075(3)(b) F.S., a reasonable opportunity for public comment must be offered before their approval, award, or ratification.		
7.1 Request for Approval: Loading Bridge Replacement 60 Ton PCA Units	FJP	133

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9.	Attorney Presentations	C. Dan Bailey	
10.	Old/New Business	Chairman Biter	
11.	Public Comments - Items Not on the Agenda	Chairman Biter	
	Anyone wishing to speak on items not on the agenda must complete a Citizen's Comment card and present it to the Board Secretary. Comments are limited to five minutes per person. No individual may give their time to another speaker.		
12.	Comments by Commissioners	Chairman Biter	
13.	Adjournment	Chairman Biter	

Proceedings of this public meeting will be digitally recorded. Copies may be purchased from the SMAA executive assistant at 941-359-2770, ext. 4216. Anyone wishing to appeal a decision made by the Airport Authority concerning any matter considered at this public meeting will need a record of the proceedings and must ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based.

Minutes for November 19, 2024 Board Meeting

11/19/2024 | 01:00 PM

Dan McClure Auditorium

Attendees – Board:

Jesse Biter; Doug Holder; Kristin Incrocci; Robert Spencer

Attendees – Staff:

Fredrick Piccolo; Lionel Guilbert; Kent Bontrager; Pamela Kantor; Mark Stuckey; Evan Knighting; C. Dan Bailey, Jr., Airport Counsel; Zack Buffington; Andrea Scheck, Executive Assistant

Agenda

Item 1. Call to Order, Invocation and Pledge to Flag

Chairman Spencer called the meeting to order at 1:00 p.m. and Commissioner Holder gave the invocation and led the pledge.

Mr. Piccolo showed the Board The Sandies Award the airport won from the Lakewood Ranch Business Alliance for the Company Community Champion. This award is an opportunity to recognize an organization that has been a steadfast leader in our community during times of hardship.

Item 2. Election of Officers

Mr. Bailey took nominations from the Board for Chairman, Vice Chairman, and Secretary. He advised the positions should be rotated between the counties each year; therefore, this year's Chairman will be from Sarasota County, with the Vice Chairman and Secretary from Manatee County.

Mr. Bailey took nominations from the Board and declared by acclamation the following new officers of the Board, to serve from November 2024 to November 2025:

Jesse Biter, Chairman

Kristin Incrocci, Vice Chairman

Carlos Beruff, Secretary

Item 3. Presentation of Plaque to Chairman Spencer

Newly elected Chairman Biter presented a plaque to Commissioner Spencer in appreciation of his services as the past Board Chairman.

Item 4. Introduction of New Employees

Pam Kantor, Executive VP, CFO introduced a new employee, Nickolas Brisett, Communications Specialist. Pam Kantor mentioned in addition to Nickolas, we also welcomed a Firefighter/Paramedic for ARFF. In the Facilities Department we have a new Fleet Mechanic, a Maintenance Technician, a Maintenance Intern from the Sarasota Military Academy and a Floor Maintenance Technician.

Item 5. Presentation from Chief Hackley for the ARFF Department

Chief Hackley took us through a Power Point presentation which explains the growth of the ARFF Department. Increased passengers, increased travel brings increased emergencies. The ARFF Department is adding to their expertise, skills and professionalism with bringing on more staff and training. They are transitioning to an Advanced Life Support system (ALS) from a Basic Life Support system (BLS). The ARFF Department has increased 220% in their call volume from 2020 until now. Chief Hackley informed us how he has streamlined the Inspection Process for both Manatee and Sarasota Counties and purchased a Plane Skate which saves time fixing plane flat tires.

Item 6. Approval: Minutes of Regular Meeting of September 30, 2024

The Board unanimously approved the minutes of the Regular Meeting of September 30, 2024.

Item 7. Public Comments - Items on the Agenda

There were no public comments regarding items on the agenda.

Item 8. Items Needing Action

8.1 Public Hearing to Approve: Resolution No. 2024-08 SMAA Employee and Tenant Employee Parking Policy

Commissioner Biter opened the Public Hearings and Andrea Scheck, Notary Public, administered the oath to staff members taking part in the Public Hearing. Mr. Piccolo stated we are updating the SMAA Employee and Tenant Parking Policy. Access is for Based Employees and must present a valid Airport I.D. badge to the Authority. The ID

badge will be programmed

by the ID Badge Office to open the parking lot gates. No vehicle shall remain in the lot for more than 30 consecutive days. Based Employees of airport tenants shall pay a fee equal to \$10.00 per month or \$60 for each six-month period.

THE PUBLIC HEARING WAS CLOSED.

8.2 Request to Approve Resolution No. 2024-08, SMAA Employee and Tenant Employee Parking Policy

Resolution 2024-08 SMAA Employee and Tenant Employee Parking Policy

MOTION: Commissioner Spencer motioned to approve Resolution 2024-08 as presented. Commissioner Incrocci seconded.

MOTION PASSED UNANIMOUSLY (4-0)

8.3 Public Hearing to Approve: Resolution No. 2024-09 SMAA Flight Crew Parking Policy

Commissioner Biter opened the Public Hearings and Andrea Scheck, Notary Public, administered the oath to staff members taking part in the Public Hearing. Mr. Piccolo noted the purpose of this policy is to provide the conditions under which vehicular parking will be made available at the Sarasota Bradenton International Airport (SRQ) to airline employees who work from SRQ. The Shaded lot, Overflow A and Overflow D parking lots, shall be made accessible to active terminal airline tenant employees who are not based at SRQ, such as commuting flight crew members, provided they are permanent residents of the airport's service area consisting of Sarasota, Manatee, Pinellas, Hillsborough, Polk, Hardee, Desoto, and Charlotte Counties ("Non-based Employees"). No vehicle shall remain in the lot for more than 30 consecutive days. Non-based employees shall pay a pay-per-use fee of \$2 per day, when using the parking lots. Non-based Employees may only pay parking fees by registering a credit card on-line at <https://hb.usa.skidata.com/ecom/portal/home/sarasotaairport/#/main>.

THE PUBLIC HEARING WAS CLOSED.

8.4 Request to Approve Resolution No. 2024-09, SMAA Flight Crew Parking Policy

Resolution 2024-09 SMAA Flight Crew Parking Policy

MOTION: Commissioner Spencer motioned to approve Resolution 2024-09 as presented. Commissioner Incrocci seconded.

MOTION PASSED UNANIMOUSLY (4-0)

8.5 Request to Approve Resolution No. 2024-10, SMAA Employee Vacation Buy Back Policy

Mr. Piccolo noted since the crews have been so busy, it was necessary to reduce the number of hours to accumulate for vacation buy back time. Full-time employees accruing a minimum of 80 vacation hours or Full-time firefighter employees accruing a minimum of 143 vacation hours at the beginning of the calendar year, who have taken at least 40 hours (71 for firefighters) of vacation in the calendar year, may request to receive up to 40 hours (71 for firefighters) vacation in the first pay in January. Requests must be a minimum of 10 hours (18 for firefighters). The Authority will pay Vacation hours at the employee's base rate at the time of the buyback. No other changes to the policy are requested.

Resolution 2024-10, SMAA Employee Vacation Buy Back Policy

MOTION: Commissioner Spencer motioned to approve Resolution 2024-09 as presented. Commissioner Incrocci seconded.

MOTION PASSED UNANIMOUSLY (4-0)

8.6 Proposed Schedule of Calendar Year 2025 SMAA Board Meeting Dates

Staff requested Board approval of the following schedule of SMAA Board meeting dates for 2025:

Monday, JANUARY 27 (preceded by workshop for the Parking Plan consultant and the financials for the rest of the construction projects)

Monday, MARCH 31

Monday, MAY 19 (preceded by workshop to evaluate the President/CEO)

Monday, AUGUST 25 (preceded by the budget workshop)

Monday, SEPTEMBER 29

Monday, NOVEMBER 17

According to the bylaws, if necessary, the Board will schedule a second budget workshop for the first Wednesday after Labor Day, September 3, 2025.

MOTION: Commissioner Spencer motioned to approve Resolution 2024-09 as presented. Commissioner Incrocci seconded.

MOTION PASSED UNANIMOUSLY (4-0)

8.7 Proposed Schedule of Calendar Year 2025 Employee Holidays

Staff requested approval of the proposed employee holidays for 2025:

New Years Day 2025	January 1
Martin Luther King, Jr. Day	January 20
Memorial Day	May 26
Independence Day	July 4
Labor Day	September 1
Veteran's Day	November 11
Thanksgiving Day	November 27
Day after Thanksgiving	November 28
Christmas Eve	December 24
Christmas Day	December 25
Two Floating Holidays	Not Designated

MOTION: Commissioner Spencer motioned to approve Resolution 2024-09 as presented. Commissioner Incrocci seconded.

MOTION PASSED UNANIMOUSLY (4-0)

8.8 Request for Approval: Purchase of Manatee County Parcel No. 6680300008

Mr. Piccolo noted this is a home behind Sam Ash Music on US 41 in the noise zone. The fair purchase price is for \$500,000 with an FDOT grant for 50% covering the cost which leaves the purchase price at \$250,00 which is reasonable. This home could provide temporary housing for the new airport director.

MOTION: Commissioner Spencer motioned to approve Resolution 2024-09 as presented. Commissioner Incrocci seconded.

MOTION PASSED UNANIMOUSLY (4-0)

8.9 Request for Approval: Construction Phase Services amendment to C&S Companies for the GA FIS

Mr. Piccolo noted this request is to perform the actual inspections only of the GA FIS project.

MOTION: Commissioner Holder motioned to approve Resolution 2024-09 as presented. Commissioner Incrocci seconded.

MOTION PASSED UNANIMOUSLY (4-0)

8.10 Request for Approval: Construction Phase Services amendment to PRIME Engineering for the Vehicle Storage/Air Cargo Mods

Mr. Piccolo noted this request is to accommodate the move for Allegiant Airlines to relocate their operations to the new Ground Boarding Facility in January 2025. This request is also to perform the actual inspections only of the Vehicle Storage/Air Cargo project.

MOTION: Commissioner Holder motioned to approve Resolution 2024-09 as presented. Commissioner Incrocci seconded.

MOTION PASSED UNANIMOUSLY (4-0)

8.11 Request for Approval: FPL Easement for Dolphin Aviation (Johnson Laux)

Mr. Piccolo noted that Hawthorne Aviation (formerly Dolphin Aviation) installed a new fire pump and enclosure to provide fire protection to the new hangars located on Hawthorne Aviation's site. To provide power to the fire pump and enclosure, a new pole was set and underground electric service was installed by FPL. A 10-foot easement is required by FPL to allow them to service their equipment.

MOTION: Commissioner Spencer motioned to approve Resolution 2024-09 as presented. Commissioner Incrocci seconded.

MOTION PASSED UNANIMOUSLY (4-0)

Item 9. Items Needing Action - Over \$500,000 Threshold

9.1 Approval: Construction Contract award to Magnum Builders for the ARFF HVAC Renovations (\$1,866,954.00)

MOTION: Commissioner Spencer motioned to approve Resolution 2024-09 as presented. Commissioner Holder seconded.

MOTION PASSED UNANIMOUSLY (4-0)

Mr. Piccolo noted that the ARFF Building Renovations project will repair water damage that occurred in the facility and correct the sources of the water intrusion. The project was advertised, and one bid was received for the ARFF Building Renovations project on October 31, 2024. The bid was evaluated by the Airport's consultant and was determined to be

responsive. The projected cost was initially \$4 million. The bid now is for \$2,053,650 which is considerably lower.

9.2 Approval: Construction Contract award from Rycon Development for the GA FIS (\$8,875,053.00)

Mr. Piccolo noted currently all international general aviation and commercial aviation traffic arrive at gate B-8 where they are processed through US Customs and Border Protection (CBP) in the existing FIS. This project would relocate the general aviation traffic to a new location in the Northquid Development. This relocation of general aviation traffic would increase access at gate B-8 to domestic commercial service and maintain access for international commercial service. This project was initially bid in 2023, however bids were above available funds for the project, requiring staff to reject all bids. The project was modified and rebid in 2024. The low responsive bid of \$9,174,174.75 is within the budget estimate. We had estimated the projected cost at about \$12 million. The contract duration for the construction is 365-calendar days. Staff has received an FDOT grant to fund up to half of the construction costs.

MOTION: Commissioner Holder motioned to approve Resolution 2024-09 as presented. Commissioner Incrocci seconded.

MOTION PASSED UNANIMOUSLY (4-0)

9.3 Ratification: Construction Contract award to Low Responsive Bidder Stellar Development, Inc. For the Vehicle Storage Expansion and Air Cargo Building Projects

Mr. Piccolo noted this is a request for ratification. At the September 2024 Board meeting, the Board approved Staff's request that provided authority to the CEO-President to approve the low responsive bidder and execute the necessary contracts. This request is to ratify the selection of low responsive bidder, Stellar Development, Inc. for \$3,623,307.00.

MOTION: Commissioner Holder motioned to approve Resolution 2024-09 as presented. Commissioner Spencer seconded.

MOTION PASSED UNANIMOUSLY (4-0)

Item 10. Department Reports Accepted

- 10.1 Financial Statements
- 10.2 Investment Portfolio

- 10.3 Finance & Administration
- 10.4 Real Estate Development & Properties
- 10.5 ARFF, Operations & Police
- 10.6 Development/Community Relations & Activity Report
- 10.7 Engineering, Planning & Facilities
- 10.8 Internal Audit & Investment Compliance
- 10.9 Information Technology
- 10.10 Search Firm Update & Procedural Plan - Michael Bell is the lead recruiter with Korn Ferry the firm in charge of the search for the airport's new director. Mr. Piccolo's contract runs out on 6.30.25 as President with him being an advisor for six months after that date. Mr. Piccolo thanked the Board for everything and noted they have been the best Board in the country to work with and thanked them for the support over the years. Commissioner Spencer noted how much professionalism Mr. Piccolo has brought to the airport, re-organized finances, brought profitability and developed long term plan for enticing the airlines back here to SRQ.

Item 11. Attorney Presentations

There were no attorney presentations.

Item 12. Old/New Business

There was no old/new business.

Item 13. Public Comments - Items Not on the Agenda

There were no comments regarding items not on the agenda.

Item 14. Comments by Commissioners

Commissioner Spencer added an educational fund will be set up as a scholarship in Mr. Piccolo's name with the Manatee Education Foundation. This scholarship will provide the educational opportunity for young people interested in aviation schools and aerospace.

Item 15. Adjournment

The meeting was adjourned at 2:39 p.m.

ATTEST:

APPROVE:

Carlos Beruff, Secretary

Jesse Biter, Chairman

AGENDA ITEM 6.1

SARASOTA MANATEE AIRPORT AUTHORITY

**JANUARY 27, 2025 REGULAR MEETING
STAFF NARRATIVE**

**APPROVAL: RESOLUTION NO. 2025-01; AUTHORIZING PRESIDENT/CEO TO EXECUTE
CERTAIN LEASES, CONTRACTS, GRANT AGREEMENTS AND UTILITY EASEMENTS**

EXECUTIVE SUMMARY: Proposed Resolution No. 2025-01 would renew Resolution No. 2024-01 by authorizing the President/CEO to execute certain short leases, contracts, and grant agreements without prior Board approval. It would also add development applications and utility easements to that list.

NARRATIVE: Some years ago, the Authority adopted a resolution authorizing the President/CEO to execute routine documents such as short-term leases, contracts and grant agreements without prior Board approval. This has enabling him to carry on the Airport's day-to-day business in the two-month interval between Board meetings. The resolution has also served to inform those in the outside world of his authorization, especially since the Authority is not a conventional business organization. An FDEP official recently questioned the Authority's legal status as it not listed on the state's Division of Corporations website (www.Sunbiz.org). There is of course a good reason for that: the Authority is not regulated under the business organization statute; rather it is an independent special district created by act of the Legislature and regulated under Ch. 189, F.S.

Each January, the Authority is asked to renew the resolution so its date will not appear to be "stale". Attached is proposed Resolution No. 2025-01 that would effect that renewal. This year, we suggest adding development applications and utility easements to the list, as follows:

- any application for approval of a development permit by the U.S. Army Corps of Engineers, the Southwest Florida Water Management District (SWFWMD), the Florida Department of Environmental Regulation (FDEP), FDOT, Sarasota County, Manatee County, the City of Sarasota, or authorities having jurisdiction (AHJ) for enforcement the Florida Fire Prevention Code as required by Chapter 633.202, F.S., for the improvement of lands owned by the Authority, including on such lands as may be under lease to a tenant of the Authority; or\
- any easement granted by the Authority to Florida Power & Light Company (FPL), Manatee County, Sarasota County, or the City of Sarasota in order to secure utility service to improvements on lands owned by the Authority, including on such lands as may be under lease to a tenant of the Authority.

We also propose to add a statement clarifying that the Authority *"is an independent special district pursuant to Chapter 189, Part III of the Florida Statutes;..."* rather than a conventional business entity.

In past years, the resolution has concluded with a statement saying: *"Provided, however, that nothing herein shall authorize the execution of a Lease, Contract or Grant Agreement to which the Authority may not otherwise legally bind itself."* But, in hindsight, if the resolution is intended to assure the outside world that the President/CEO has authority to execute documents, the latter statement would seem to undermine that assurance. So, we have eliminated the statement from the proposed resolution.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority approve the attached Resolution No. 2025-01 and authorize the Chairman to execute it.

8797040.v1

RESOLUTION 2025-01

SARASOTA MANATEE AIRPORT AUTHORITY

Resolution No. 2025-01

AUTHORIZING PRESIDENT, CHIEF EXECUTIVE OFFICER TO EXECUTE CERTAIN LEASES, CONTRACTS, GRANT AGREEMENTS AND UTILITY EASEMENTS

WHEREAS, the Sarasota Manatee Airport Authority (the "Authority") is a body politic and corporate created by Chapter 2003-309, Laws of Florida, as amended (the Enabling Act") and is an independent special district pursuant to Florida Statutes Chapter 189, Part III; and

WHEREAS, the Authority owns and operates the Sarasota Bradenton International Airport (the "Airport"); and

WHEREAS, pursuant to subsections 5. (5) and (6) of the Enabling Act, the Authority is authorized and empowered to enter into certain leases ("Leases") as lessor of any airport facilities; and

WHEREAS, pursuant to subsection 5. (13) of the Enabling Act, the Authority is authorized and empowered to make and enter into all contracts and agreements ("Contracts") necessary or incidental to the performance of its duties and the execution of its powers under the Enabling Act; and

WHEREAS, pursuant to subsection 5.(14) of the Enabling Act, the Authority is authorized and empowered to accept grants ("Grant Agreements") for materials or property of any kind for any airport facilities from any federal or state agency, political subdivision, or other public body or from any private agency or individual, upon such terms and conditions as may be imposed, and to enter into contracts and grant agreements with the Federal Aviation Administration, or any successor or successors thereof, and with the State of Florida or any of its agencies, in the capacity of sponsor or cosponsor of any airport development project involving the acquisition, construction, reconstruction, improvement, extension, enlargement, or equipment or any airport facilities owned or operated by the Authority, pursuant to any federal or state law providing for aid to airports; and

WHEREAS, the Authority desires to delegate to its executive director, who is designated as "President, Chief Executive Officer," or, in his absence, the Executive Vice President/Chief of Staff, of the Airport, the authority and power to execute on behalf of the Authority, certain documents, provided that the document is one to which the Authority may otherwise legally bind itself.

NOW, THEREFORE, BE IT RESOLVED that the **Sarasota Manatee Airport Authority** hereby authorizes and empowers the President/CEO, or, in his absence, the Executive Vice President/Chief of Staff, of the Sarasota Bradenton International Airport to execute, on behalf of the Authority:

- (1) any Lease in which the Authority will be the landlord, and which has a term that does not exceed one year;
- (2) any Contract whose primary purpose is to generate income to the Authority, and which has a term of one year or less;
- (3) any Lease or Contract intended to generate less than \$50,000 in income to the Authority, and which has a term that does not exceed five years;

- (4) any Contract for the procurement by the Authority of commodities, contractual services, or construction works having a value of less than \$250,000;
- (5) any Contract for interagency coordination among law enforcement agencies or emergency responders;
- (6) any Grant Agreement whereby the Federal Aviation Administration (FAA); the Transportation Security Administration (TSA); the State of Florida Department of Transportation (FDOT); the Southwest Florida Water Management District (SWFWMD); Manatee or Sarasota Counties; or any other governmental agency offers to pay the allowable costs of any airport improvement project ("Project") including, without limitation, such agreement that imposes a monetary obligation on the Authority to participate in the costs of the Project, under the following conditions:
 - a. The Project is listed in the Authority's current capital projects budget or joint automated capital improvements plan, or the Project has otherwise been authorized by prior Board action; and the official executing the agreement provides the granting agency with a separate certificate attesting to the same; and
 - b. The form and standard terms and conditions of the grant offer do not differ materially from those previously accepted by the Board.
- (7) any application for approval of a development permit by the U.S. Army Corps of Engineers, the Southwest Florida Water Management District (SWFWMD), the Florida Department of Environmental Regulation (FDEP), FDOT, Sarasota County, Manatee County, the City of Sarasota, or authorities having jurisdiction (AHJ) for enforcement the Florida Fire Prevention Code as required by Chapter 633.202,F.S., for the improvement of lands owned by the Authority, including on such lands as may be under lease to a tenant of the Authority; or\
- (8) any easement granted by the Authority to Florida Power & Light Company (FPL), Manatee County, Sarasota County, or the City of Sarasota in order to secure utility service to improvements on lands owned by the Authority, including on such lands as may be under lease to a tenant of the Authority.

PASSED AND ADOPTED this 27th day of January 2024.

SARASOTA MANATEE AIRPORT AUTHORITY

Jesse Biter, Chairman

ATTEST:

Carlos M. Beruff, Secretary

8795675.v1

SARASOTA MANATEE AIRPORT AUTHORITY RESOLUTION 2025-02

AMENDING RESOLUTION 2024-07, THE FISCAL YEAR 2025 BUDGET, TO ESTABLISH FEES FOR FIRE AND EMERGENCY MEDICAL TECHNICIAN SERVICES.

WHEREAS, the SARASOTA MANATEE AIRPORT AUTHORITY (hereinafter called "Authority") is an independent special district created by Chapter 2003-309, Laws of Florida, as amended (hereinafter called the "Enabling Act:") and is the owner and operator of the Sarasota Bradenton International Airport ("hereinafter called the "Airport"); and

WHEREAS, the Authority maintains an Airport Rescue and Firefighting (ARFF) department that provides daily aircraft fire protection and airport medical services, 24 hours per day, employing Florida Certified Firefighters/Emergency Medical Technicians (EMTs)/Paramedics to assist the traveling public, airport tenants and employees when any emergency or medical need may arise; and

WHEREAS, Sec. 5.(22) of the Enabling Act, as amended by Ch. 2015-185, Laws of Florida, authorizes and empowers the Authority to act at the Authority Having Jurisdiction (AHJ) to enforce the Florida Fire Prevention Code within the Enclave of the Airport, which, pursuant to Sec. 2.(4) thereof, consists of those lands owned by the Authority in unincorporated Manatee County, including the air operations area and various tenant parcels, which are not within the boundaries of the Cedar Hammock Fire Control District and not within the boundaries of the Southern Manatee Fire Control District; and

WHEREAS, pursuant to that certain Inter-Governmental Agreement between the Authority and Sarasota County dated March 29, 2022, the Authority's Fire Marshall is designated as the AHJ to enforce the Florida Fire Prevention Code within those portions of unincorporated Sarasota County within the boundaries of the Airport, including but not limited to the ticket and baggage wings, and adjacent apron areas; the southern six gates of Airside B; the curbside areas; and rental car and passenger short-term parking areas and all tenant improvements; and

WHEREAS, on September 30, 2024, the Authority adopted Resolution 2024-07 which approved the Fiscal Year 2025 Budget and established various rates and charges for Airport users; and

WHEREAS, the Authority now wishes to amend Resolution 2024-07 by adding a new subsection 14 to establish fees for fire and EMT services.

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. Section 14 of Resolution 2024-07 is revised to read:

SECTION 14. Fire and Emergency Medical Technician Services shall be as follows:

A. Fire Protection System related services

a. Fire Protection System Submission	\$250 plus \$0.01/per sf over 5,000 sf
b. Consultation/Pre-Construction review/Courtesy review	\$100
c. Each plan re-submittal (incomplete application or previously denied plan)	\$150
d. Work conducted without a permit (in addition to initial review)	\$500
e. Initial system field acceptance test	(No Charge)
f. Each system field acceptance re-test (must be paid prior to scheduling)	\$150
g. Fire Hydrant flow data require field testing or witnessed flow test-site visit	\$100
 B. Certificate of Occupancy Related Services	
a. Initial CO final inspection	(No Charge)
b. Each re-inspection of a failed initial CO final inspection	\$500
c. Occupancy prior to issuance of CO (in addition to re-inspection fees)	\$500
 C. Standby Services (required and requested standbys)	
a. Equipment costs -	Current F.E.M.A. Schedule of Equipment Rates
b. Personnel cost -	Perm ARFF employee pay and benefits rates
c. Supply cost -	Actual replacement cost for any supplies
 D. False Alarms	
a. False alarm fee 1-2 (occurring in any given 12 month period)	No charge
b. False alarm fee 3+	\$250
E. EMT Lift Services	\$150
F. Basic Life Support (BSF)	\$718
G. Advanced Life Support, Level 1 (ALS 1)	\$820

H. Advanced Life Support, Level 2 (ALS 2)	\$846
I. Emergency Response Requested, Patient Non-Transport	\$179
J. Hospital Wait Time Fees	\$154 after 1 st 30 minutes/\$77 per each 30 minutes thereafter
K. Team Equipment Fee	\$226
L. Stat/Interfacility Transport Fee Plus Mileage Fee	\$1,538
M. Patient Transport Mileage	\$14 per mile
N. Rescue Unit Standby Rate	\$62 per hour
O. Paramedic/EMT Standby Rate	\$51 per hour

SECTION 2. Former Section 14 of Resolution 2024-07 is renumbered "Section 15" and restated.

Adopted this 27th day of January, 2025

SARASOTA MANATEE AIRPORT AUTHORITY

Jessie Biter, Chairman

ATTEST:

Secretary

8839560.v1

AGENDA ITEM 6.3

SARASOTA MANATEE AIRPORT AUTHORITY

**JANUARY 27, 2025 REGULAR MEETING
STAFF NARRATIVE**

**APPROVAL: RESOLUTION NO. 2025-02; AMENDING RESOLUTION 2024-07, THE 2025
BUDGET, TO PROVIDE FEES FOR FIRE & EMERGENCY SERVICES**

EXECUTIVE SUMMARY: Proposed Resolution No. 2025-02 would amend Resolution 2024-07, the 2025 Budget, to provide fees for Fire and Emergency Services.

NARRATIVE: As reported at the November 19, 2024, Authority governing board meeting, the ARFF department anticipates an increase in the volume of construction plans review, inspections, and medical transports. To recover some of the costs of these services, ARFF proposes the adoption of a uniform fee schedule that is consistent with that adopted by the Manatee County Fire Chiefs' Association. The fees cover such services as review of construction plans, permits and inspections; demolition of structures; standby services; basic and advanced life support; and medical transport. The Authority has traditionally enacted rentals, charges, and fees through the adoption of the annual budget, most recently memorialized in Resolution 2024-07. Accordingly, it is proposed that that resolution be amended to adopt the following additional fees:

- | | | |
|---|--|-------------|
| A. Fire Protection System related services | | |
| a. Fire Protection System Submission | \$250 plus \$0.01/per sf over 5,000 sf | |
| b. Consultation/Pre-Construction review/Courtesy review | | \$100 |
| c. Each plan re-submittal (incomplete application or previously denied plan) | | \$150 |
| d. Work conducted without a permit (in addition to initial review) | | \$500 |
| e. Initial system field acceptance test | | (No Charge) |
| f. Each system field acceptance re-test (must be paid prior to scheduling) | | \$150 |
| g. Fire Hydrant flow data require field testing or witnessed flow test-site visit | | \$100 |
| B. Certificate of Occupancy Related Services | | |
| a. Initial CO final inspection | | (No Charge) |

b. Each re-inspection of a failed initial CO final inspection	\$500
c. Occupancy prior to issuance of CO (in addition to re-inspection fees)	\$500
C. Standby Services (required and requested standbys)	
a. Equipment costs -	Current F.E.M.A. Schedule of Equipment Rates
b. Personnel cost -	Perm ARFF employee pay and benefits rates
c. Supply cost -	Actual replacement cost for any supplies
D. False Alarms	
a. False alarm fee 1-2 (occurring in any given 12 month period)	No charge
b. False alarm fee 3+	\$250
E. EMT Lift Services	\$150
F. Basic Life Support (BSF)	\$718
G. Advanced Life Support, Level 1 (ALS 1)	\$820
H. Advanced Life Support, Level 2 (ALS 2)	\$846
I. Emergency Response Requested, Patient Non-Transport	\$179
J. Hospital Wait Time Fees	\$154 after 1 st 30 minutes/\$77 per each 30 minutes thereafter
K. Team Equipment Fee	\$226
L. Stat/Interfacility Transport Fee Plus Mileage Fee	\$1,538
M. Patient Transport Mileage	\$14 per mile
N. Rescue Unit Standby Rate	\$62 per hour
O. Paramedic/EMT Standby Rate	\$51 per hour

To impose and collect certain of the foregoing fees, it will be necessary to enter into interlocal agreements with Manatee County, as well as an agreement with a private ambulance service billing company. Those agreements will be presented for approval at a future board meeting.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority approve the attached Resolution No. 2025-02 and authorize the Chairman to execute it.

ATTACHMENTS: Resolution No. 2025-02, amending Resolution 2024-07, the 2025 Budget, to provide fees for Fire and Emergency Services

8853372.v1

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into by and between Manatee County, Florida, a political subdivision of the State of Florida ("COUNTY"), and Sarasota Manatee Airport Authority, an Independent Special District of the State of Florida ("SMAA").

WHEREAS, Section 163.01, Florida Statutes (2014), the Florida Interlocal Cooperation Act of 1969, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, Paragraph 125.01(1)(p), Florida Statutes (2014), provides that the legislative and governing body of a county shall have the power to carry on county government, including the power to enter into agreements with other governmental agencies for performance by one (1) unit of either agencies authorized functions on behalf of the other unit; and

WHEREAS, the SMAA is an independent special district created by Chapter 2003-309, Laws of Florida, as amended (hereinafter called the "Enabling Act:") and is the owner and operator of the Sarasota Bradenton International Airport ("hereinafter called the "Airport"); and

WHEREAS, the SMAA maintains an Airport Rescue and Firefighting (ARFF) department that provides daily aircraft fire protection and airport medical services, 24 hours per day, employing Florida Certified Firefighters/Emergency Medical Technicians (EMTs) to assist the traveling public, airport tenants and employees when any emergency or medical need may arise; and

WHEREAS, Sec. 5.(22) of the Enabling Act, as amended by Ch. 2015-185, Laws of Florida, authorizes and empowers the Authority to act at the Authority Having Jurisdiction (AHJ) to enforce the Florida Fire Prevention Code within the Enclave of the Airport, which, pursuant to Sec. 2.(4) thereof, consists of those lands owned by the Authority in unincorporated Manatee County, including the air operations area and various tenant parcels, which are not within the boundaries of the Cedar Hammock Fire Control District and not within the boundaries of the Southern Manatee Fire Control District; and

WHEREAS, Subsection 5.(10) of Chapter 2003-309(11), Laws of Florida, empowers the SMAA to fix and revise from time to time and collect rates, fees, and other charges for the use of or for the services furnished by any airport facilities; and

WHEREAS, Subsection 5.(13) of Chapter 2003-309(11), Laws of Florida, empowers the SMAA to make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under the act; and

WHEREAS, on January 27, 2025, the governing board of the SMAA adopted Resolution 2025-02 establishing a schedule of user service fees for plan reviews and inspections; and

WHEREAS, the SMAA desires to provide for enhanced customer service through the collection of the SMAA's user service fees by the COUNTY; and

WHEREAS, the Board of Commissioners of the COUNTY desires to provide enhanced customer service for owner/applicant involved in construction projects within Manatee County by streamlining the plan review process and collecting the SMAA's user services fees at one location in conjunction with the COUNTY's collection of COUNTY user fees from owner/applicant; and

WHEREAS, the COUNTY is willing to collect and pay user service fees for certain plan reviews and inspections conducted the SMAA in accordance with the schedule provided for in Resolution 2025-02, as may be amended from time to time, for projects located in the unincorporated areas of Manatee County, Florida, subject to the terms and conditions set forth in this Interlocal Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. USER SERVICE FEE SCHEDULE. The SMAA shall charge a user service fee for the plan review services provided by the SMAA for projects submitted to Manatee County Building and Development in accordance with the fee schedule set forth in Resolution 2025-02. Resolution 2025-02 is attached hereto and incorporated herein as Exhibit C. The SMAA reserves the right to amend and adjust the user service fee schedule set forth in Exhibit C from time to time. In the event that the governing board of the SMAA amends such user service fee set forth in Resolution 2025-02 by the adoption of a superseding or amending resolution, the SMAA shall notify the COUNTY of the adoption of such resolution and shall forward a copy of such resolution at least thirty (30) days in advance of such resolution's effective date. The COUNTY shall collect the SMAA's user service fees pursuant to the SMAA's resolution, unless this agreement is otherwise terminated as provided for herein.

SECTION 3. USER SERVICE FEES COLLECTION PROCEDURES. The SMAA's Resolution 2025-02 shall set forth the applicable user fee for all plan reviews conducted by the SMAA associated with: planning and development activities, and construction plan reviews.

A. Planning and Development Activities. The COUNTY shall collect the SMAA plan review user service fee for the SMAA's review of general development/site plan submissions and development of regional impact ("DRI") submissions in the amount set forth in Resolution 2025-02. The applicable SMAA user service fee for development applications shall be collected by the COUNTY from the

owner/applicant at the time of the submittal of the application to the COUNTY's Building and Development Services Department. In accordance with Resolution 2025-02, general development and site plan review by the SMAA shall include, but not be limited to, the SMAA's review of general development plans, preliminary site plans, final site plans, administrative permits, special permits, and off-street parking permits.

- B. Construction Plan Review. The amount of the SMAA plan review fees payable from the owner/applicant for construction plan review shall be determined by the frequency and number of reviews required of SMAA personnel during the course of the construction plan review process. Accordingly, the SMAA shall advise the COUNTY of the appropriate amount of construction plan review user fees payable and due to the SMAA through the transmittal of letter(s) as described herein and, to the extent feasible, through the use of a shared computer software program that allows the SMAA to directly input the SMAA's review fee information into COUNTY's electronic construction review program for all development and construction activities within Manatee County. During the course of the owner/applicant's construction plan review process, the SMAA shall provide a letter to the owner/applicant for each phase of the construction plan review conducted by the SMAA, with a copy to the COUNTY's Building and Development Services Department, specifying the user service fee applicable for the plan review associated with the owner/applicant's plan submittal. Concurrently with the issuance of such letter, and to the extent the SMAA has the program, the SMAA shall enter the applicable review fees into the compatible computer software program shared by the SMAA and COUNTY. All letters issued by the SMAA to the owner/applicant shall include the following statement:

The user service fees for your plan submittal dated _____ have been calculated by the SMAA to be \$ _____. If you have any questions regarding your user service fees please contact the SMAA. The SMAA may charge additional review fee(s) for each subsequent plan submittal that requires SMAA review.

The COUNTY shall collect the total amount of the user service fees as specified by the SMAA in the above referenced computer program, if available, and within the SMAA's letter(s) directed to the owner/applicant. The amount of construction plan review user fee(s) payable to the SMAA by the owner/applicant shall be collected by the COUNTY prior to the issuance of a Certificate of Inspection and/or Certificate of Completion for the building permit. Notwithstanding the foregoing, in the event that the COUNTY does not collect the total construction plan review fee calculated as owed to the SMAA, nothing herein shall prevent the SMAA from independently pursuing the collection of such outstanding amounts due from the owner/applicant for the applicable user service fee.

- C. Fees not to Exceed Costs. Notwithstanding the foregoing, in no event shall the SMAA establish or charge user service fees in excess of its reasonable administrative costs incurred for review of applications.
- D. Collection and Payment of User Service Fees. The COUNTY shall collect user service fees for the SMAA's plans reviews of projects located in unincorporated Manatee County within the boundaries of the Airport. The COUNTY shall verify the location of each project according to the address on the application. The COUNTY shall collect the applicable user service fees from the owner/applicant according to Resolution 2025-02. The COUNTY shall deposit all user service fees collected into a separate account established for the user service fees of the SMAA and maintained by the Clerk of the Circuit Court. The COUNTY shall deposit all administrative costs collected for the user service fees into the General Fund of the COUNTY. The first of each month, the COUNTY shall submit to the Clerk of the Circuit Court a request for payment of the amount of the user service fees collected by the COUNTY within the SMAA for the previous month. Concurrently with such submittal, the COUNTY shall also transmit a copy of said request issued to the Clerk of the Circuit Court to the SMAA. The request for payment shall contain all necessary documentation, including a list itemizing the amount of the SMAA's user service fees collected according to Resolution 2025-02, the names of the owner/applicant, the addresses of the project, parcel number of property, and the building permit/case numbers of the project. The Clerk of the Circuit Court shall remit to the SMAA the amount of the user service fees collected by the COUNTY along with an itemized list prepared by the COUNTY.
- E. Administrative Costs. The COUNTY shall not charge the SMAA for administrative costs associated with the collection and processing of the owner/applicant's payments of the SMAA's user service fees.
- F. Questions Regarding User Service Fees. Any questions from the owner/applicant of a project relating to user service fees, adjustments or credits, shall be referred to the SMAA for assistance. The SMAA shall resolve any such questions in a timely manner.

SECTION 4. INDEMNIFICATION AND RELEASE. To the extent permitted by applicable Florida law and without waiving sovereign immunity, the SMAA shall indemnify and hold harmless the COUNTY, its Board of Commissioners, officers, employees and agents, from and against any and all claims, damages, liabilities, demands, losses and expenses, including attorneys' fees and costs, arising out of, resulting from, or connected with any act, omission, failure to act, negligence or fault relating to the SMAA's acts and responsibilities provided for in this Interlocal Agreement. To the extent permitted by applicable Florida law and without waiving sovereign immunity, the COUNTY shall indemnify and hold harmless the SMAA, its Board of

Fire Commissioners, officers, employees and agents, from and against any and all claims, damages, liabilities, demands, losses and expenses, including attorneys' fees and costs, arising out of, resulting from, or in any way connected with any act, omission, failure to act, negligence or fault relating to the COUNTY's actions and responsibilities provided for in this Interlocal Agreement. Such mutual indemnifications and hold harmless provisions shall include but not be limited to any and all claims, actions, causes of action, suits, judgments, damages, liabilities, demands, costs and expenses based on or relating to the collection, processing, payments and administration of the fire user fees, the adoption of Resolution 2025-02, the adoption or amendment of any Resolution enacting the fire plan review user fees, calculation, accounting or reporting of fire plan review user fees, use or expenditure of fire plan review user fees, notice of fire plan review user fees, and/or compliance with or failure to comply with Chapters 125, 189 and 191, Florida Statutes, or any applicable laws, rules or regulations.

SECTION 5. EFFECTIVE DATE. Pursuant to Subsection 163.01(11), Florida Statutes (2014), this Interlocal Agreement shall become effective upon approval and execution by both parties and the filing with the Clerk of the Circuit Court of Manatee County, Florida. The user service fees adopted by Resolution 2025-02, with respect to the fees covered by this agreement, shall become effective at the same time.

SECTION 6. AMENDMENTS. This Interlocal Agreement may be amended by mutual written agreement of the parties, approved and executed by the parties with the same formality as this Interlocal Agreement. Pursuant to Subsection 163.01(11), Florida Statutes (2014), any amendments to this Interlocal Agreement shall become effective upon approval and execution by both parties and filing with the Clerk of the Circuit Court of Manatee County, Florida.

SECTION 8. TERMINATION. This Interlocal Agreement may be terminated by mutual written consent of the parties or upon ninety (90) days prior written notice by the COUNTY or the SMAA to the other party.

SECTION 9. NOTICES. All notices required to be given by either party under this Interlocal Agreement shall be in writing, addressed to the other party as follows, and delivered by certified mail, return receipt requested, or by hand delivery:

A. COUNTY: County Administrator Manatee County
Post Office Box 1000
Bradenton, Florida 34206

With copy to: Director
Building Department
Manatee County
Post Office Box 1000
Bradenton, Florida 34206

B. SMAA Fredrick J. Piccolo, AAE, President, CEO
Sarasota Mantee Airport SMAA
6000 Airport Circle, Third Floor
Sarasota, FL 34243-2105
fredrick.piccolo@fly-srq.com

Either party may, by written notice to the other party as provided above, change the address for any subsequent notice.

SECTION 10. SEVERABILITY. Should any term, provision, covenant, condition, section, paragraph, sentence or portion of this Interlocal Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms, provisions, covenants, conditions, sections, paragraphs, sentences and portions shall, nevertheless, remain in full force and effect.

SECTION 11. ENTIRE AGREEMENT. Except as specifically provided in Section 7 of this Interlocal Agreement, this agreement and Exhibits A, B and C, as referenced herein set forth all covenants, promises, agreements and understandings between the parties concerning the subject matter of this Interlocal Agreement, and there are no covenants, promises, agreements or understandings, either oral or written, between the parties except as herein set forth.

SECTION 12. GOVERNING LAW; VENUE. This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

IN WITNESS WHEREOF, the parties hereunto have executed this Interlocal Agreement, by and through their fully authorized representatives, on the respective dates below.

COUNTY

MANATEE COUNTY, a political
subdivision of the State of Florida

By: its Board of County Commissioners

By:

Chairperson

Date:

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

By:

Deputy Clerk

SMAA
SARASOTA MANATEE AIRPORT AUTHORITY,
an Independent Special District of the State
of Florida

By:
Chair

Date:

Approved as to form and legality:

By:
General Counsel

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**INTERLOCAL AGREEMENT
BETWEEN
MANATEE COUNTY, FLORIDA
AND
SARASOTA MANATEE AIRPORT SMAA**

Emergency Medical Services

THIS INTER-GOVERNMENTAL AGREEMENT, hereinafter "Agreement" is made and entered into as of the date of execution by both parties, by and between the **SARASOTA MANATEE AIRPORT SMAA** (the "SMAA"), an Independent Special District of the State of Florida; and **MANATEE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida ("Manatee County"), hereinafter collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Manatee County is empowered pursuant to s. 125.01(1)(d), Florida Statutes to provide fire protection; and

WHEREAS, the SMAA is a body politic and corporate empowered pursuant to Ch. 2003-309, Laws of Florida, as amended, to acquire and operate any airport facilities within the Counties of Sarasota and Manatee, and, as such is the owner and operator of the Sarasota Bradenton International Airport (the "Airport"); and

WHEREAS, the SMAA maintains an Airport Rescue and Firefighting (ARFF) Department which provides daily aircraft fire protection and airport medical services, 24 hours per day, and which employs Florida State Certified Firefighters/Emergency Medical Technicians (EMT's) who are ready to assist the traveling public, airport tenants and employees when any emergency or medical need may arise; and

WHEREAS, The ARFF Department is linked to all surrounding emergency agencies which operate under a mutual aid condition should additional services be required on or off the Airport; and

WHEREAS, Section 163.01, Florida Statutes, permits governmental agencies to enter interlocal agreements for shared use of powers and resources for mutual advantages; and

WHEREAS, the jurisdictional boundaries of the Parties are shared and provide opportunities for efficient use of shared powers and resources for mutual advantages; and

WHEREAS, the Parties believe that it is mutually advantageous and in the best interest of the health, safety, and welfare of the public to share the use of powers and resources to provide emergency medical services across their jurisdictional boundaries.

NOW THEREFORE, for and in consideration of the terms, covenants, and conditions set forth herein, the Parties hereto agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are correct and true and are incorporated herein as part of this Agreement.
2. **DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply.
 - a. Automatic Aid. Automatic Aid shall be defined as emergency medical personnel and equipment automatically dispatched across jurisdictional boundaries by the Responding Party (defined here below) closest to the scene of the emergency within the Receiving Party's jurisdiction responding on behalf of or with the Receiving Party.
 - b. Mutual Aid. Mutual Aid shall be defined as personnel and equipment that is dispatched, upon request, across jurisdictional boundaries, by the Responding Party, upon arrival at the scene of the emergency or thereafter, to provide resources and services for benefit of the Receiving Party (defined here below).
 - c. Receiving Party. The Receiving Party is the Party to which Mutual Aid is being rendered pursuant to this Agreement.
 - d. Responding Party. The Responding Party is the Party providing Mutual Aid pursuant to this Agreement.
3. **JURISDICTION.** This Agreement shall apply solely to emergencies occurring within the jurisdictional boundaries of protection of the Parties. This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person or jurisdiction, nor shall this Agreement be deemed to confer any rights, express or implied, upon any other third person or jurisdiction.
4. **TERM OF AGREEMENT.** This Agreement shall commence upon the date of the last signatory hereto ("Commencement Date") and shall be renewed annually for one-year terms unless terminated by either Party as provided herein. Either Party may terminate this Agreement with or without cause and without penalty, upon ninety (90) days written notice to the other Party.
5. **SCOPE OF SERVICES.** Automatic Mutual Aid shall be provided by Manatee County to the SMAA and by the SMAA to Manatee County as requested by either Party during the Term of this Agreement, subject to the terms, covenants and conditions stated herein. Generally, the type and amount of Automatic Mutual Aid provided by the Responding Party shall be proportionate to the type and amount of personnel and equipment deployed in its own jurisdiction for similar sized emergencies of a like kind. The specific scope of Automatic Mutual Aid provided shall be determined by written agreement executed by the Parties that results in the immediate response of emergency personnel and equipment by the Responding Party to the scene of the emergency, which written agreement, as may be amended from time to time by the Parties, shall be attached to and incorporated as a part

of this Agreement, within Ninety (90) days following the Commencement Date of this Agreement.

6. **OFFICER IN CHARGE.** While providing Automatic Mutual Aid, each Party shall designate a paramedic officer in charge (“Officer in Charge” or “Paramedic in Charge”) for each emergency event who shall have the SMAA to make immediate decisions regarding the Mutual Aid being provided and the Mutual Aid being received including, but not limited to, the strategic and tactical allocation and deployment of personnel and equipment during the emergency. Each designated Officer in Charge shall remain in charge throughout the duration of each emergency event through to completion of the emergency, including the treatment and transfer of victims, if any.
7. **OPERATIONAL PLAN.** The designated Officers in Charge shall meet with each other as often as necessary to before and after an emergency event to document, modernize and keep inform all participating paramedic personnel regarding existing and revised policies, procedures and approved operating plans required to administer this Agreement (“Operating Plan”), which Operating Plan, as may be amended from time to time by the Parties, shall be effective upon the written approval of each Officer in Charge and promptly distributed to all participating paramedic personnel.
8. **LIABILITY AND EXPENSES.** No Party to this Agreement is an agent, representative or partner of the other Party. Neither Party shall have any right, power or SMAA to enter into any agreement for, or on behalf of, or incur any obligation of liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

Neither the SMAA or Manatee County will receive payment or reimbursed from the other Party for any fees or expenses incurred that are attributable to rendering Mutual Aid pursuant to this Agreement. When Mutual Aid services rendered by either Party include billable services, the Party rendering said services shall be solely responsible for all billing and collections attributable to said services, if any. Nothing herein shall prevent either Party from requesting or receiving reimbursements from any state or federal agency.

Any third-Party fees required to cover the costs of any inspections, review of plans and specifications, or the administration of this Agreement may be established by resolution of the Manatee County, except to the extent such services are provided by the SMAA rather than Manatee County. Such reduction in fees for services provided by the SMAA shall be provided by resolution of the Manatee County Board. However, there shall be no reduction in fire services special assessment due and payable by the SMAA.

9. **NOTICES.** In the event either Party hereunder desires or is required to provide any notice to the other Party, the Party desiring or required to provide such notice shall provide all notices in writing by US Postal Service, by national courier, or by hand delivery, to the other Party at the address listed below:

If to Manatee County

Charlie Bishop
County Administrator
Manatee County Government
1112 Manatee Avenue West
Bradenton, FL 34205

If to Sarasota Manatee
Airport SMAA

Fredrick J. Piccolo, AAE, President, CEO
Sarasota Mantee Airport SMAA
6000 Airport Circle, Third Floor
Sarasota, FL 34243-2105
fredrick.piccolo@fly-srq.com

Either Party may update its notice address at any time upon written notice to the other Party.

10. **INDEMNIFICATION.** The SMAA, as a political subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, and agrees to indemnify Manatee County up to the statutory tort limits for any damages caused by said acts or omissions. Nothing contained herein shall be construed to be a waiver by the SMAA or any protections under sovereign immunity Section 768.28 Florida Statutes, or any other similar provisions of law. Nothing contained herein shall be construed to be a consent by the SMAA to be sued by third parties in any matter arising out of this or any other agreement.

Equally, Manatee County, as a political subdivision defined in Section 768.28, Florida Statutes, shall be solely responsible to the limits set forth in such statute for its own negligent acts or omissions. Nothing contained herein shall be a waiver by Manatee County of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provisions of law. Nothing contained herein shall be construed to be a consent by Manatee County to be sued by third parties in any matter arising out this or any other agreement.

11. **DISPUTE RESOLUTION.** In the event of a dispute between SMAA and County regarding the delivery of services under this Agreement, the SMAA's Fire Marshal and the County Emergency Services Director shall negotiate a mutually acceptable resolution. The decision of the SMAA's Fire Marshal and County Emergency Services Director shall be final. In the event the SMAA Fire Marshal and County Emergency Services Director are unable to agree on a mutually acceptable resolution, the matter shall be referred to the County Administrator and SMAA President, CEO, for review. If they are unable to agree on a mutually acceptable resolution, either Party may terminate this Agreement. The parties expressly waive the provisions of Chapter 164, Florida Statutes.

12. **WAIVER OF TRIAL BY JURY.** Each Party hereby knowingly, voluntarily and intentionally waive the right to a trial by jury regarding any litigation arising out of or in connection with this Agreement.
13. **VENUE.** This Agreement shall be interpreted under the laws of the State of Florida without giving effect to the conflict of laws, except where specifically preempted by federal law. The Parties mutually agree that the exclusive venue with respect to any litigation in connection with this Agreement shall be in the State Courts in and for Manatee County, Florida.
14. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of all terms, covenants, and conditions now or hereinafter agreed to by the Parties. This Agreement may only be modified or amended by mutual written consent of the Parties.
15. **SEVERABILITY.** Should any section, sentence or clause of this Agreement be deemed unlawful by a court of competent jurisdiction, no other provision hereon shall be affected, and all other provisions of this Agreement shall continue in full force and effect to the extent permitted by law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date written below.

**MANATEE COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Chair

ATTEST:

Clerk of the Circuit Court of The Board of
County Commissioners of Manatee County, Florida

By: _____ Date Signed: _____
Clerk

Approved as to form and legality:

By: _____ Date Signed: _____
County Attorney

SARASOTA-MANATEE AIRPORT SMAA

By:

Chair

Approved as to form and legality:

By:

General Counsel

Date Signed:

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AGENDA ITEM NO. 6.4

**SARASOTA MANATEE AIRPORT AUTHORITY
JANUARY 27, 2025, REGULAR MEETING
STAFF NARRATIVE**

**REQUEST FOR AWARD
TENANT RENTAL CAR CONCESSION AND LEASE AGREEMENT AND
AGREEMENT OF LEASE - LAND RENTAL CAR SERVICE FACILITY TO SIXT RENT A CAR, L.L.C.**

EXECUTIVE SUMMARY: Request to Award Tenant Rental Car Concession and Lease Agreement and Agreement of Lease - Land Rental Car Service Facility to Sixt Rent a Car, L.L.C.

NARRATIVE: In an effort to provide additional rental car services at the Airport, on September 30, 2024, Sarasota Manatee Airport Authority issued Request for Proposals No. P-250002, "New Entrant Tenant RAC Concession" at Sarasota-Bradenton International Airport (hereinafter the "RFP"), for the award of an additional Tenant Rental Car Concession and Lease Agreement, and Agreement of Lease - Land Rental Car Service Facility, each as amended, expiring on September 30, 2027 (the "Agreements"), to provide an additional proven RAC brand not currently serving the Airport.

The Agreements include an existing Concession Fee of ten percent (10%) of annual gross revenues or a Minimum Annual Guarantee (MAG), subject to annual adjustment based on prior year gross revenues, and extend the existing RAC land, vehicle ready return, and terminal building rental rates for approximately 400 SF of terminal baggage claim area for customer service counter, 77,000 SF of Land and improvements for vehicle services center, and 25,200 square feet of paved vehicle parking area for vehicle ready return, as shown on the attached exhibits.

The RFP was posted on Demand Star and on the Authority's website for over 60 days, direct invitations were sent to several potentially interested firms, including Ace Rent a Car, Advantage Rent a Car, Fox Rent a Car, Sixt Rent a Car, and Zip Car, over 100 firms viewed the RFP online, three firms downloaded the RFP online, and one proposal was received by the Authority from Sixt Rent a Car, L.L.C. (hereinafter "Sixt").

Sixt has proposed an initial MAG of \$400,000.00 and an initial minimum capital investment of \$807,500.00. Staff has reviewed the proposal from Sixt and found the proposal to be responsive and responsible. Based on the proposal received, Staff's assessment of the proposal, and the proven brand established by Sixt at over 100 airports nationwide, the President and CEO recommends that the Airport Authority Board approve the award of the Tenant Rental Car Concession and Lease Agreement, and the Agreement of Lease - Land Rental Car Service Facility, each as amended, to Sixt Rent a Car, L.L.C., and authorize the Chairman to execute the appropriate Agreements.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority approve the award of the Tenant Rental Car Concession and Lease Agreement and Agreement of Lease - Land Rental Car Service Facility, each as amended, to Sixt Rent a Car, and authorize the Chairman to execute the appropriate Agreements.

ATTACHMENTS: 1) Tenant Rental Car Concession and Lease Agreements and Amendments No. 1, 3, 4, 5, 6, and 7 thereto, with Sixt Rent a Car, L.L.C., dated January 27, 2025; and 2) Agreement of Lease - Land Rental Car Service Facility and Amendments No. 1 and 7 thereto, with Sixt Rent a Car, L.L.C., dated January 27, 2025.



SARASOTA BRADENTON INTERNATIONAL AIRPORT

**TENANT RENTAL CAR CONCESSION
AND LEASE AGREEMENT**

Concessionaire

SIXT RENT A CAR, L.L.C.

Authority

SARASOTA MANATEE AIRPORT AUTHORITY

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Exhibit B	Sworn Statement Pursuant to Section 287.133(3)(a) Florida Statutes, on Public Entity Crimes

TENANT RENTAL CAR CONCESSION AND LEASE AGREEMENT

This Tenant Rental Car Concession and Lease Agreement (hereinafter referred to as "Agreement"), made and entered into this 27th day of January 2025 by and between the **SARASOTA MANATEE AIRPORT AUTHORITY**, an Independent Special District, existing under the laws of the State of Florida (hereinafter referred to as the "Authority"), and **SIXT RENT A CAR, L.L.C.**, a corporation existing under the laws of the State of Delaware and authorized to do business in the State of Florida (hereinafter referred to as the "Concessionaire"), collectively hereinafter referred to as the "Parties".

WITNESSETH:

Whereas the Legislature of the State of Florida created the Authority as a body politic and corporate, granting it powers and authority to perform and regulate certain essential governmental functions related to the operation of airport facilities to serve the transportation and other needs of the traveling public in Sarasota and Manatee Counties; and

Whereas the Legislature has granted to Authority broad power to adopt regulations, enter contracts, lease property, fix and collect rates, fees, and other charges for the use of or for services furnished by Airport facilities or for the privilege of providing services to Airport passenger and exercise and perform all powers and prerogatives conferred upon political subdivisions by Chapter 333, Florida Statutes; and

Whereas Authority finds the provision and regulation of ground transportation services to Airport passengers to be in the public interest and to be essential to operation of the aviation facilities owned by and under the jurisdiction of Authority; and

Whereas Authority finds that businesses providing ground transportation service to Airport passengers derive a special economic benefit from Authority's ongoing airport operation, such that it is reasonable to raise fund to support the continued and ongoing operation of Authority through fees imposed for the privilege of doing business with customers who use Airport facilities (hereinafter referred to as "Airport") under Authority's jurisdiction; and

Whereas Concessionaire desires to enter into a concession agreement (hereinafter referred to as "Agreement") for the purpose of operating a car rental business to serve Airport passengers.

Now, therefore, Authority and Concessionaire agree as follows:

ARTICLE 1
Nature of Payments and Rights Conferred

1.1 Concessionaire Fee

As consideration for the concession granted by Authority and as an exaction by Authority based on the economic benefit conferred upon Concessionaire because of the continued operation of the Airport service Sarasota and Manatee counties, concessionaire shall pay the fees described in Section 6.2 below. Authority declares that the concession fee is not rent but is a franchise charged for the privilege of providing transportation services to airline passengers arriving in Sarasota and Manatee Counties, the provision of such services being essential to the public purposes for which Authority has been created. It is the intent and understanding of the parties that the concession fee is paid for intangible rights and is not consideration for the use or occupancy of any real property owned by Authority. Payment of the concession fee does not confer upon Concessionaire any right to use or occupy any real property owned by Authority.

1.2 Rental Payments

In addition to the concession fee payment, Concessionaire, as tenant, shall pay rent to Authority in the amount specified in Section 6.1 below for the lease of rental car counters inside the Airport terminal and for parking spaces for ready car operations adjacent to the Airport terminal.

1.3 Use of Public Roads for Transportation Purposes

Authority currently does not impose any toll or other fee for the use of its public roads by rental car companies for transportation purposes (i.e., picking up or dropping off airline passengers). Authority further represents that it has no present intention of imposing any such fee. If in the event Authority decides to impose a fee/charge for the use of its roads, streets, alleys, and other public thoroughfares, Concessionaire shall be exempt from such charges and fees.

ARTICLE 2
Premises

Authority agrees to lease space to as many as six (6) tenant concessionaires for ticket counters and offices within the terminal, and space for ready car parking, hereinafter referred to as the "Premises". Concessionaire also agrees to lease land from Authority under a separate land lease agreement for use as a rental car service, maintenance and storage facility area. Reference to Concessionaire in its Reference to Tenant Concessionaire, collectively with the other five tenant concessionaires, shall be use of the term "Tenant Concessionaires".

2.1 Terminal Ticket Counter Space

Authority shall make available for use by tenant concessionaires up to six (6) ticket counters which include both counter and office space located within the baggage claim wing of the terminal building identified as spaces one (1) through six (6), or as otherwise depicted on Exhibit A which is attached hereto and made a part

hereof. The dimensions of the ticket counter and total square foot area for each ticket counter space office, hallway, and queuing area are as follows:

<u>Space</u>	<u>Dimensions</u>	<u>Counter</u>	<u>Office</u>	<u>Hallway</u>	<u>Queuing</u>	<u>Total</u>
See EXHIBIT A attached.						

Selection of ticket counter space shall be based on the total proposed minimum annual guarantee (MAG) for the five (5) year period of the Agreement. Concessionaire with the highest five (5) year MAG shall select its ticket counter space first. Concessionaire with the second highest five (5) year MAG shall select second, similarly the selection process shall continue through the remaining four (4) ticket counter spaces. All tenant concessionaires shall be required to operate and maintain ticket counter space throughout the term hereof subject to all terms and conditions hereof.

2.2 Ready Car Spaces

Authority shall make available space to park a minimum of two hundred fifty (250) vehicles in the terminal complex area within walking distance (approximately 600 feet) of the terminal. said spaces hereinafter referred to as "ready car parking spaces". Initially, Authority shall allocate ready car parking spaces among tenant concessionaires according to the pro-rata share of the first year's Minimum Annual Guarantee to be paid by each concessionaire. Beginning in the month of November 2006 and annually thereafter in the month of November throughout the term hereof Authority shall reallocate ready car spaces among all such tenant concessionaires on a percentage of the then total gross revenues (market share) of all such concessionaires at the Airport during the immediately preceding fiscal year (October 1 – September 30). Authority shall determine and assign ready car space configuration a least ~~an~~ allocation.

In the event a parking garage is constructed, the Airport shall be authorized under this Paragraph 2.2 to relocate the ready car parking spaces to another area of the Airport which may be further than 600 feet from the Main Terminal. Authority will relocate the ready car parking spaces in a configuration which it determines best meets the needs of the rental car customer and commercial functions of the Airport after consultation with the tenant concessionaires.

2.3 Service Facility Area

Tenant Concessionaire agrees to lease land at a fair market value for the term of the Rental Car Concession Agreement, under a separate land lease agreement, from the Authority within the airport ground for use as a rental car service, maintenance, and storage facility area. This facility will include as a minimum (but not limited to) a building to house the management personnel, clerical and office functions of the Concessionaire; one wash bay with water reclaiming capability.

~~and underground fuel tanks; paving on those portions of the site which are subject to substantial traffic or which are used for employee parking; grading of all areas not paved; on-site drainage inlets, piping, curb and gutter and lighting and all other on-site utilities (underground).~~

2.4 Pick Up and Return

Concessionaire shall not make any arrangements, not permit or allow its employees to make any arrangements, with any customer of Concessionaire which would allow the customer to pick up or drop off a rental vehicle on Airport property other than at an appropriate ready car parking space or other location approved by Authority. In the event Concessionaire desires to use courtesy shuttle vehicles to transport customers between the Terminal and any such other approved location, Concessionaire shall obtain advance approval by Authority and comply with all conditions specified by Authority.

ARTICLE 3

Term

This Agreement shall be for a term beginning at 12:01 a.m. on January 27, 2025 (the "Effective Date") and ending at Midnight on September 30, 2027.

ARTICLE 4

Nonexclusive Concession and Restrictions

4.1 Grant of Nonexclusive Concession

In exchange for payment of the Concession Fee described in Section 6.2 below, Authority hereby authorizes Concessionaire to operate a rental car business serving airline passengers arriving in Sarasota and Manatee Counties through operation of the Airport. This concession is nonexclusive, and Authority reserves the right to grant similar concessions to no more than six tenant concessionaires and to as many non-tenant concessionaires as Authority finds, in its sole discretion, to be in the public interest.

4.2 Use and Rights

The rights granted hereunder are expressly limited to the operation of a rental car concession pursuant to the terms of this Agreement, including the rental of cars or taking of reservations for the rental of cars for delivery at other locations. Concessionaire shall also be entitled to sell or offer insurance incidental to the rental of its cars. The words "cars," "automobiles," and "vehicles," when used herein, in the singular or plural shall include, but not be limited to automobiles and vans. The word "rental" includes leasing.

4.3 Restrictions

Concessionaire agrees as follows:

- A. Concessionaire shall not solicit passengers for hire or transport passengers on specific trips, nor for specified destinations, nor otherwise engage in the taxicab business, nor render

the type of service to patrons or passengers, which is customarily performed by taxi and limousine services.

- B. Concessionaire shall not provide valet parking services nor a park and busing service for a fee from Concessionaire's place of business for passengers other than Concessionaire's customers.
- C. Concessionaire shall not enter any business activity regulated by Authority than permitted herein.
- D. Concessionaire shall not divert, or cause to be diverted, any car rental business from the Airport.
- E. Concessionaire's sale of fuel shall be limited to its rental car customers.
- F. It is further understood and agreed that passengers of airlines using the Terminal may freely contract non-concessionaire car rental companies by public telephone or phone boards leased to a non-concessionaire car rental company, and that non-concessionaire car rental companies must use the Taxi and Limousine Loading Area at the Terminal and lease display advertising space from the Authority's advertising and exhibit display concessionaire.

ARTICLE 5 **Signage and Improvements**

Except at the sole discretion and prior written approval of Authority, the Tenant Concessionaire shall not make any improvements or erect, maintain or display any signs or any advertising at or on the exterior parts of the Premises or in the Premises to be visible from outside the Premises.

5.1 Signs

Tenant Concessionaire shall have the right to install identification sign(s) on its Premises pertaining to customer information normally needed for day-to-day operations. Such sign(s) shall be at locations, in the number and of types, sizes and designs approved in writing in advance by Authority. Signs, advertising, signs stating "cars available" or similar meaning, promotional materials and credit card applications display devices, and the like area specifically prohibited on the tops of rental sales and counters under all circumstances. If Tenant fails to promptly remove such unauthorized signs after written notice from Authority, Authority reserves the right to terminate the use by Tenant Concessionaire of any facility within which the Tenant Concessionaire may be in violation this Article 5.1 or at its option, require the payment of an advertising fee of one hundred dollars (\$100.00) per day per square foot or part thereof space occupied by the material or device not authorized in writing by Authority or to cause removal of the unauthorized material or device, without liability to Authority.

Upon the expiration or termination of the Agreement, the Tenant Concessionaire shall remove, obliterate or paint out, as Authority may direct, all signs and advertising on the Premises and, in connection therewith, shall restore the portion of the Premises affected but such sign or advertising to the same conditions as the same existed prior to the placing thereon of such signs or advertising. In the event of a failure on the part of the Tenant Concessionaire to remove, obliterate or paint out each sign or advertising and to restore the Premises and the Airport Authority may perform the necessary work, and the Tenant Concessionaire shall pay the costs thereof to Authority.

6.2 Improvement

Tenant Concessionaire shall construct at its sole expense counter and office improvements as illustrated on Exhibit A, attached hereto. In addition, Tenant Concessionaire shall have the right, at its sole expense, to install or erect upon the Premises provided hereunder such improvements and facilities as may be required consistent with the terms of this Agreement and Tenant Concessionaire's operations hereunder, including but not limited to, computer terminals, storage drawers and racks, reservation display racks, modesty screening and the like. No such improvements(s) shall be made or installed by Tenant Concessionaire without the prior written approval of Authority. Tenant Concessionaire covenants and agrees prior to the installation or making of any such improvements, to submit for approval of Authority a plan acceptable to Authority, depicting design and character of proposed improvements.

ARTICLE 6**Rents, Fees and Payments****6.1 Premises Rental**

As consideration for Tenant Concessionaire's use of the Premises, Tenant Concessionaire shall pay Authority rent throughout the term of this Agreement (hereinafter referred to as "Premises Rental") at a rate of \$50.00 per square foot per annum for each square foot of counter and office space identified on Exhibit "A" attached hereto. The square footage of said space shall be verified at completion of construction by Tenant Concessionaire. Such rental shall be payable in equal monthly payments, every month in advance during the term of this Agreement.

In addition, Tenant Concessionaire agrees to pay to Authority a ready car parking fee of one hundred eighty dollars (\$180) per annum per allocated parking space payable in equal monthly installments of fifteen dollars (\$15) per each such space. The number of ready car spaces made available by Authority may vary from year to year and be adjusted or relocated at the sole discretion of Authority but in no event will the number be less than eighty-four (84).

6.2 Concession Fee Payments

As consideration for the privilege of doing business with Airport passengers and the grant of intangible concession rights conferred hereunder, Concessionaire agrees to pay Authority a concession fee equal to the greater of ten percent (10%) of annual gross revenues or a Minimum Annual Guarantee (MAG) for the term of the Agreement.

<u>Year</u>	<u>Minimum Annual Guarantee</u>
1	\$400,000.00

The MAG for each year shall be paid in equal installments payable in advance and without demand on or before the first day of every month during the term of this Agreement.

Concessionaire shall submit to the Airport by the 20th day of the second and each succeeding month of the term hereof one copy of an accurate statement of Gross Revenues for the preceding month, and simultaneously therewith shall pay the Airport an amount by which 10% of the Gross Revenues of the preceding month exceeds one-twelfth (1/12) of the MAG. This statement shall be certified by a manager properly authorized to provide and certify the statement on behalf of Concessionaire.

If, at the end of each year of the contract term, the aggregate payments made shall exceed the greater of the MAG of 10% of the Gross Revenues during such year, the excess balance shall be credited to Concessionaire's account and applied against the next succeeding monthly payment as determined in Article 7.4 Upon expiration of this Agreement, any credit balance due shall be reimbursed to Concessionaire.

6.3 Concession Pass-Through

Authority will not prohibit Concessionaire from charging its customers a proportionate share of the concession fee paid by Concessionaire to Authority. The charge shall be collected as a percentage (not to exceed 10%) of all items leased or sold by the customer that fall within the definition of items comprising "Gross Revenues" as defined in Article 6.4. Authority does not require or endorse this practice but will not prohibit it if Concessionaire meets ALL the following conditions:

- A. Fee shall be titled "Concessionaire Recoupment Fee."
- B. Fee shall not be included, associated with, or implied as a tax on the Airport customer invoice.
- C. Fee assessed to the customer shall not exceed the percentage fee paid by Concessionaire to Authority.
- D. Fee shall not be identified, implied, or referred to as a tax or an Authority imposed charge by anyone employed by or associated with Concessionaire, including counter personnel and reservation agent.

Failure to comply with the above rules at all times will result in Concessionaire losing its right to impose this charge during the term of this Agreement.

6.4 Definition of Gross Revenues

- A. "Gross Revenues" as used herein shall mean the total amount charged to the customers arriving through operations of the Airport prior to leasing a vehicle, after discounts whether for cash or credit or whether collected or uncollected by Concessionaire for or in connection with the use of the vehicle and any additional services including but not limited to:
 - (1) All insurance services charge to customer including personal Accident Insurance.
 - (2) Concessionaire pass-through charges as stated in Article 6.3.
 - (3) All charges for LDW and LCW that exceed \$7.00/day on limited coverage and \$10.00/day for full coverage on LDW and LCW as allocated to national rental accounts.

For purposes of calculating Gross Revenues, it shall be conclusively presumed that all customer's leasing vehicles at Tenant Concessionaire's Premises arrived through operations of the Airport prior to leasing the vehicle.

Gross revenues may not be reduced by promotional or other discounts not given directly to the customer arriving through the airport operations renting a vehicle (i.e. Promotional discounts given to other entities at a certain volume of customers participating in a program).

8. "Gross Revenues" shall not include:

- (1) the amounts of any federal, state, or county sales taxes and Florida State surcharge separately stated on the rental agreement and collected from the customers of Concessionaire now or hereafter levied or imposed and paid to the appropriate taxing excluded from Concessionaire income); or
- (2) any sums received by Concessionaire from customers from damage to automobiles or Concessionaire's property, or loss, conversion, or abandonment of such automobiles; or
- (3) any sums received by reason of Concessionaire's disposal of capital assets and/or trade fixtures.
- (4) any sums received by concessionaire for LOW and/or LDW charges that are separately stated and charged to Concessionaire's customer in their sales contract.
- (5) All charges for LDW and LCW up to and including \$7.00/day on limited coverage and \$10.00/day for full coverage on LDW and LCW as allocated to national rental accounts.
- (6) Any sums billed and paid by customers for fueling or refueling services.

It is understood and agreed that all taxes, or chargebacks are to be borne solely by Concessionaire and that Authority is to be paid on the Gross Revenue without charge or reduction for cost or losses.

6.5 Interest of Late Rentals, Fees or Charges

In the event Concessionaire fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Agreement within ten (10) days after same shall become due and payable, interest at the maximum rate allowed by law or 1½% per month, whichever is the lesser, shall accrue against the delinquent payment from the date due until the date payment is received by Authority. The foregoing shall in no way be construed as a waiver of any right granted Authority in Article 11 below, nor shall this provision be construed to prevent Authority from terminating this Agreement for cause or from exercising any other right or from enforcing any other provision contained herein or implied by law.

6.6 Service Charge for Worthless Check

In the event Concessionaire delivers a worthless check or draft to Authority in payment of any obligations arising under this Agreement, Concessionaire shall incur a service charge of Twenty Dollars (\$20.00) or five percent (5%) of the face amount of such check, whichever is greater, or, if Florida State §832.07 is amended, such other fee as shall be set by said statute.

6.7 Revenue Reports and Payments

Concessionaire shall pay all rents (in its capacity as Tenant Concessionaire), fees, charges, and billings required by this Agreement to the following address:

Sarasota-Manatee Airport Authority
6000 Airport Circle, Third Floor
Sarasota, Florida 34243

All reports and other correspondence should be addressed as indicated in the Article hereof entitled, "Notices and Communications."

6.8 Security Fee

In accordance with Resolution 03-01 of the Sarasota Manatee Airport Authority, a Security Fee in the amount of Two Dollars (\$2.00) per rental car transaction at the Airport is charged to recover costs associated with installation and maintaining in height restriction bars as well as additional security patrols and random vehicles inspections by Airport Police in the rental car return lot. This fee is excluded from the definition of Gross Revenues.

**ARTICLE 7
Accounting Records and Audits**

7.1 Books and Records

Concessionaire shall maintain during the term of this Agreement all books of account and records for the Sarasota, Florida business location customarily used in this type of business operation, in conformity with generally accepted accounting principles, and for such period thereafter as provided herein, unless otherwise approved by Authority. Authority or its authorized representative shall be permitted to audit and examine all such books of account and records at any time during normal business hours, including federal and state tax returns relating to Concessionaire's operations hereunder and including franchisee/licensee records and audits of all business transactions and records of sale at any business locations of Concessionaire within a one-mile radius of Airport property. Concessionaire agrees that records and instruments will be available to Airport for at least two (2) years after the close of the agreement period. Concessionaire shall maintain a record of each rental agreement written at the Airport, including a copy of each original agreement signed by concessionaire's customer. The rental agreement shall be identified to indicate that Sarasota Bradenton International Airport is the originating location. Accountability for the numerical sequence of contracts issue and unissued shall be maintained. Accounting records of Concessionaire shall be stored sequentially or in such other manner approved by Authority, to provide reasonable and expeditious access for audit purposes hereunder.

7.2 Audit

Within ninety (90) days after each anniversary of the commencement date of this Agreement, Concessionaire shall provide, at its sole cost and expense, and audit by an independent certified public accountant, licensed in the State of Florida and acceptable to Authority, of monthly Gross Revenues, as defined under Article 6.4. There may be no limitation on the scope of the examination that would hinder the auditor in expressing his opinion as to the correctness and completeness of the reported

revenues. The examination shall include a schedule of Gross Revenues and concession fees per month of Concessionaire's operations under this Agreement, prepared in accordance with the comprehensive basis of accounting defined under terms of the Agreement and reported in format acceptable to Authority. The auditor shall consider in determining scope, the appropriateness of classification of rental revenues for rental agreements being written at remote airport or Concessionaire locations that fall within the definition of Gross Revenues under Article 6.4. The examination shall also comprehend compliance procedures to determine whether accounting records and reports are being maintained in accordance with this Article 7. The auditor shall report such procedures and finding in a corporate letter to Authority. Any changes in scope from that described above shall be included in the report. The first such examination shall cover twelve (12) full calendar months from the date of commencement of this Agreement. Each subsequent annual report shall cover successive twelve-month periods. The last such report shall include the last day of operations. Any unreported revenues determined by the certified report are considered due by the fifteenth (15) day of the month following the month during which the Gross Revenues were received or accrued. Delivery of an audit report containing a qualified opinion, and adverse opinion, or a disclaimer of opinion as defined in the Statements on Auditing Standards, or as same may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, or any successor board or agency thereto, shall be deemed to be a material breach of this Agreement.

7.3 Special Audit:

Notwithstanding the annual audit by Concessionaire requirement of this Article, Authority or its representative may at any time perform special audits of all or selected operations performed by Concessionaire under the term of this Agreement. Within Sixty (60) days after receipt of a written request from Authority for a special audit, Concessionaire shall provide, at its sole cost and expense, the books of account and records requested by Authority for the special audit. If the books of account and records are kept at locations other than the Airport, Concessionaire shall arrange for them to be brought to a location convenient to the auditors for Authority for Authority to conduct the special audit as set forth in this article, or Concessionaire may at its option transport Authority audit team to Concessionaire's headquarters for purposes of undertaking said audit. In such event, Concessionaire shall pay reasonable cost of transportation, food and lodging for Authority's audit team.

A special audit report will be issued by Authority or its representative and made available to Concessionaire. There may be no limitations in the scope of the examination that would hinder Authority or its authorized representation in testing the accuracy and completeness of the reported revenue. Failure to maintain books of account and records as defined in Article 7.1 herein or as scope limitation that hinder testing the accuracy and correctness of report revenue shall be deemed to be a material breach of this agreement. Concessionaire shall have thirty (30) calendar days to comment in writing on the special audit report. Failure of Concessionaire to submit such written comments shall constitute acceptance of the special audit report as issued.

7.4 Reconciliation of Concession Fee Payments

Following receipt of the report required in Subsection 7.2, Airport shall prepare and submit to Concessionaire a statement showing the latest Gross Revenues for the applicable period; if the sums paid by Concessionaire during said period exceed the Minimum Annual Guarantee or 10% of the Gross Revenues, whichever is greater, Authority will issue a credit memo indicating that said overpayment shall be credited to the fees next thereafter due from Concessionaire. If Concessionaire has underpaid the Minimum Annual Guarantee or 10% of the gross Revenues, Authority will invoice Concessionaire for the sums due. Said invoice shall be due and payable in twenty (20) days after the date of such invoice.

ARTICLE 8

Waiver and Reduction of Minimum Annual Guarantee

In the event one of the following conditions exists during the term hereof, the Minimum Annual Guarantee as contained in Article 6 shall be abated or reduced for the period the condition continues to exist, at the election of Concessionaire, as follows:

8.1 Inability to Provide Automobiles

If the operations of Concessionaire's car rental business is affected by shortages beyond its control in the supply of automobiles, gasoline or other petroleum products necessary for the operation thereof, resulting in material diminution such that Concessionaire's gross revenue from the rental of automobiles is less than seventy-five percent (75%) of that for the same month during the preceding year of this Agreement, for a duration of thirty (30) or more consecutive days, then the Minimum Annual Guarantee shall be abated for the same length of time the condition continues to exist upon receipt of Concessionaire's written request and supporting documentation.

8.2 Extreme reduction in number of airline passengers

In the event the number of departing passengers arriving at the airport on regularly scheduled flights is less than seventy-five (75%) of the number of such departing passengers during the same calendar month of the base, which for purposes of this provision will be 2024, the related Minimum Annual guaranteed payment shall be reduced by the total percentage decrease in such departing passengers.

8.3 Continue Payments

In the event of an abatement or a reduction of the Minimum Annual Guarantees as set forth above, concessionaire shall continue to pay to Authority the Premises Rentals, ready car parking space fees, and percentage concession fees as provided in Article 6 of this Agreement.

ARTICLE 9
Security for Payment

9.1 Security Options

To provide security for the rentals, fees, charges, and performance required hereunder, Concessionaire shall comply with either of the following two (2) options.

- A. Post with Authority a surety bond to be maintained throughout the term of this Agreement in an amount equal to fifty percent (50%) of the first year's Minimum Annual Guarantee as set forth in the Agreement. Such bond shall be issued by a surety company acceptable to Authority and authorized to do business in the State of Florida and shall be in the form and content prescribed by Authority.
- B. Deliver to Authority an irrevocable letter of credit drawn in favor of Authority upon a bank which is satisfactory to Authority, and which is authorized to do business in the State of Florida. Said irrevocable letter of credit shall be in an amount equal to fifty percent (50%) of the first year's Minimum Annual Guarantee as set forth in this Agreement, shall be kept in force throughout the term of this Agreement and shall be in the form and content prescribed by Authority.

9.2 Satisfactory Performance

The refund of the surety bond or irrevocable letter of credit required pursuant to this Article 9 shall be conditioned on the satisfactory performance of all terms, conditions, and covenants contained herein throughout the entire term of this Agreement.

ARTICLE 10
Service Standards

10.1 Quality of Service

Concessionaire shall furnish good, prompt, efficient and courteous service, adequate to reasonably meet all advertised services and holiday, seasonal and other reasonable demands for automobile rental service at the Airport, including the providing of devices to make available rental car service to persons with disabilities consistent with state and federal law. Concessionaire shall maintain close supervision over all employees to ensure maintenance of a high quality of service and courtesy to the public, and prudent, safe use of the Airport roadway system. Concessionaire shall within reason, control the conduct, demeanor and appearance of its employees, invitees, and of those doing business with it and, upon objection from Authority concerning the conduct, demeanor and appearance of any such persons, shall immediately take all reasonable steps necessary to remove the cause of objection. The performance or nonperformance of all obligations stated in this paragraph is to be determined at the sole discretion of Authority.

10.2 Condition of Automobiles

Concessionaire shall furnish rental automobiles in good operative order, free from known mechanical defects and in clean, neat and attractive condition inside and outside and as advertised for rental to its potential customers. Said automobiles shall be late models manufactured not more than two (2) years prior to the rental thereof. The purpose of this provision is to ensure Concessionaire maintains a fleet of late model vehicles for rent.

10.3 Period of Operation

The facilities to be provided by Concessionaire hereunder for the purpose of providing automobile rental services shall remain open for such periods during each day and such days during each week as may be necessary to meet seasonal, holiday and other reasonable demand for automobile rental services. Terminal rental sales counters shall be staffed with at least one (1) Concessionaire representative from thirty (30) minutes prior to the earliest scheduled air carrier arrival or departure through the last scheduled arrival or departure during any calendar day, each day of each year through the term hereof.

10.4 Personnel

Personnel performing services hereunder shall be neat, clean and courteous and uniformed in a manner acceptable to Authority. Concessionaire shall not permit its agents, servants, or employees so engaged to solicit tips, to drive in an unlawful or reckless manner, to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, to solicit business outside its own rental sales counter space(s) in any manner whatsoever, or to offer any service not directly authorized or related to the rental of automobiles hereunder.

10.5 Payment of Obligations

Tenant Concessionaire shall pay all applicable sales taxes on rentals and ad valorem taxes and any other taxes or assessments against the Premises. Tenant Concessionaire reserves the right to contest any such taxes and without payment of such taxes, so long as the nonpayment of such taxes does not result in a lien against the Premises or the direct liability on the part of Authority. Concessionaire shall notify Authority in writing when contesting such taxes.

10.6 Maintenance of Premises

Tenant Concessionaire shall keep clean, repair and maintain in good order and condition the facilities from which it operates its concession business as well as its signs, furniture, fixtures and equipment install therein and thereon. If not so cleaned, repaired and maintained, after reasonable notice, Authority reserves the right to enter the Premises of Tenant Concessionaire and perform required repair, maintenance and cleaning; and Tenant Concessionaire shall be liable for one hundred and fifty percent (150%) of Authority's labor and material costs.

10.7 Nationwide Reservation System

Throughout the term hereof, Concessionaire shall participate in a national reservations system. The purpose of this requirement is to ensure that any member of the traveling public can pre-reserve a rental vehicle for use upon arrival at this Airport from any major city in the continental United States.

10.8 Service Facility Lease

Tenant Concessionaire has entered a Service Facility Lease with Authority for the operation of remote maintenance facilities at the Airport. It is a requirement of this Agreement that Tenant Concessionaire shall remain in good standing under such Service Facility Lease.

ARTICLE 11
Default and Termination

11.1 Authority's Rights of Termination

Authority, in addition to any other right of termination herein given to it or any other right to which it may be entitled by law or in equity or otherwise, may cancel this Agreement by giving Concessionaire at least thirty (30) days' advance written notice of such termination, to be served as hereinafter provided, upon or after the happening of any one or more of the following events (Events of Default):

- A. if Concessionaire fails to make due and punctual payment of any rents, fees or charges payable hereunder on the date specified for such payments and such default shall continue for a period of fifteen (15) business days after receipt of written notice from Authority of such nonpayment.
- B. the filing by Concessionaire of a voluntary petition in bankruptcy or any assignment for benefit of creditor of all or substantially all of Concessionaire's assets.
- C. any institution of proceeding in bankruptcy against Concessionaire and continuation thereof for a period of ninety (90) days.
- D. the taking of jurisdiction by a court of competent jurisdiction of Concessionaire or its assets pursuant to proceeding brought under the provisions of any federal reorganization act.
- E. the appointment of receiver or trustee of Concessionaire's assets by a court of competent jurisdiction or by a voluntary agreement with Concessionaire's creditors.
- F. the abandonment by Concessionaire of the Premises or the conduct of its business with the Airport passengers and, in the connection, suspension of operations for a period of ten (10) days will be considered abandonment in the absence of a labor strike in which Concessionaire is directly involved.
- G. if Concessionaire is prevented for a period of thirty (30) days, from conducting its business with the airport passengers, or it is so prevented from conducting any business at the Airport either by:
 - (1) reason of the United States or any agency thereof, acting directly or indirectly, taking possession of, in whole or substantial part, the Premises or premises required for the actual operation of Concessionaire's business at the Airport, or
 - (2) if all or a substantial part of the Premises shall be acquired through the process of eminent domain.
- H. the failure of Concessionaire to use the Premises in accordance with the terms and conditions of this Agreement.
- I. the failure of Concessionaire within thirty (30) days after receipt of written notice from Authority, to keep perform or observe any term, covenant or condition of this Agreement to be kept, performed or observed by Concessionaire; provided, however, that if by its nature such default cannot be cured within such thirty (30) day period, then such default shall not constitute an Event of Default if Concessionaire commences to cure or remove such default within said thirty (30) days period and thereafter pursues the curing or removal of such default with due diligence.
- J. if Concessionaire shall fail to provide the Contract Security in accordance with Article 9 or to renew or replace such Contract Security on or before the date on which the same is required hereunder; or

- K. The intentional diversion, through direct or indirect means, of rental car revenues from the inclusion in gross revenues as defined in this Agreement. A shortage of rental cars at the Airport while having rental cars available at other locations within one (1) mile of the Airport and renting such cars to a potential customer that arrived at the Airport and not including the resulting rental car revenue in the gross revenues defined in this Agreement shall constitute such an intentional diversion. The taking of a reservation, advising or suggesting to a potential customer arriving through operations of the Airport that the customer rent a car at another location of Concessionaire within five miles of Airport regardless of the reason and not including the rental car revenue resulting from such transaction in gross revenues, as defined in this Agreement, shall constitute an intentional diversion. The performance of any other acts that could reasonably be construed as diversion of potential Airport rental car revenues from gross revenues as defined in this Agreement shall constitute an intentional diversion.
- L. Non-Compliance with Florida Statute 287.133 – Concerning Criminal Activity on Control with Public Entities.

11.2 No Waiver of Default

The failure by Authority to take any authorized action upon default by Concessionaire of any of the terms, covenants or conditions required to be performed, kept and observed by Concessionaire shall not be construed to be or act as a waiver of said default or of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Concessionaire.

11.3 Payment after Default

The acceptance of rentals, fees or charges by Authority from Concessionaire for any period or periods after a default by Concessionaire of any of the terms, covenants and conditions herein required to be performed, kept and observed by Concessionaire shall not be deemed a waiver or estoppel of any right on the part of Authority to cancel this Agreement for failure by Concessionaire to so perform, keep or observe any of said terms, covenants or conditions.

11.4 Termination and Retelling

Should there occur an early termination of this Agreement pursuant to the terms of 11.1 thereof, Authority shall have the right to reenter the Premises of Tenant Concessionaire, make repairs necessary, and enter into another agreement for lease of the Premises, or any part thereof, for the remainder of the term hereof. In the event of such early termination, Concessionaire shall remain liable to Authority for the full amount of all fees and charges, except the percentage fee under Article 6.2, and shall continue to pay the same or such part thereof that remains unpaid after the application of the fees and charges collected by Authority from such other agreement for the Premises and privileges of any part thereof. Concessionaire shall remain liable for such payments whether another agreement is entered into, Authority's responsibility being in mitigation of damages provided herein.

11.5 Concessionaire's Right of Termination

In addition to any other right of cancellation herein given to Concessionaire or any other rights to which it may be entitled by law, as long as Concessionaire is not in default in payment to Authority of any amounts due Authority under this or any other agreement, Concessionaire may terminate this Agreement by given Authority thirty (30) days advance written notice, to be serve as hereinafter provided, upon or after the happening of the following event;

- A. the permanent abandonment of passenger airline operations at the Airport.
- B. the default by Authority of any of the covenants or conditions contained herein and the failure of Authority to remedy such default for a period of sixty (60) days after its receipt from Concessionaire of written notice to remedy the same.
- C. Concessionaire shall be prevented for a period of thirty (30) days, after exhausting or abandoning all appeals, by an action of any government authority, board, agency or offices having jurisdiction thereof, from conducting its business with airline passengers arriving at the Airport or it is so prevented from conducting any business at the Airport by reason of a taking of possession of the Premises by the U.S. Government.

ARTICLE 12

Authority's Right to Replace Concessionaire

In the event Concessionaire fails to perform under the terms of this Agreement, and this Agreement is terminated, Authority reserves the right to replace Concessionaire utilizing any means considered to be in the best interest of Authority. In such event, the new concessionaire, if replacing a tenant concessionaire, shall be placed last in ranking for space assignment purposes without regard to the financial consideration under terms and conditions no more favorable than those contained herein. Additionally, Authority shall have the right to assign to such new concessionaire a number of ready car spaces not to exceed the number of spaces allotted to the replaced concessionaire spaces until such time as that new concessionaire can participate in the pro rata allocation based upon a full calendar year's dollar volume of business as contained in Article 2.2.

ARTICLE 13

Title to Improvements

All permanent improvements of whatever kind of nature, including but not limited to, all buildings and all equipment installed therein which under the laws of the State of Florida, are part of a realty, heating and air conditioning equipment, interior and exterior light fixtures, fencing, landscaping, paving and all other permanent improvements which become part of the realty placed upon the Premises, with or without consent of Authority, shall become and be deemed to be a part of the Premises and shall become the property of Authority, upon expiration or default of this Agreement and shall remain on the Premises at the expiration of the term hereof unless otherwise agreed to in writing. Title to all personal property, furnishing and trade fixtures shall be and remain with Tenant Concessionaire and may be removed from the Premises at any time, provided Tenant Concessionaire is not then in default thereunder, and further provided Tenant Concessionaire exercises care in the removal of same and repairs any damages to the Premises caused by said removal.

ARTICLE 14
Construction Lien

Authority's interest in said Premises shall not be liable for or subject to any construction lien whether Authority has given its written approval for the improvements or otherwise; Tenant Concessionaire shall sever and hold harmless Authority and its interest in the Premises from any such lien or purported lien. Within fifteen (15) days of filing of any lien, Tenant Concessionaire shall cause same to be satisfied or shall bond off the lien. At the request of Authority, Tenant Concessionaire will execute a memorandum of Agreement reciting the basic terms of this Agreement, including this provision, which memorandum, at Authority's option, may be recorded in the Public Records of Sarasota and Manatee Counties, Florida.

ARTICLE 15
Taxes, Permits, Licenses

Tenant Concessionaire shall bear, at its own expense, all costs of operating its equipment and business, including any and all taxes assessed against its leasehold interest in the Premises, including any sales tax imposed on the rental and concession fee payments, furnishings, equipment or stocks of merchandise and supplies and shall obtain and pay for all permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at said Airport. Tenant Concessionaire shall have the right to challenge all taxes assessed against its leasehold interest at its own expense.

ARTICLE 16
Insurance

During the life of the Agreement, Concessionaire shall provide, pay for, and maintain with insurance carriers satisfactory to Authority, the types of insurance described herein. All insurance shall be from responsible companies duly eligible to do business in the State of Florida. All Liability Policies of Concessionaire under this Agreement shall also provide the Severability of Interest Provision. The insurance coverages and limits required shall be evidenced by properly executed Certificates of Insurance. The Certificate shall be signed by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. The required policies of insurance shall be performable in Sarasota and Manatee Counties, Florida and shall be construed in accordance with the laws of the State of Florida.

Thirty (30) days' prior written notice by registered or certified mail shall be given Authority of any cancellation, intent not to renew, or reduction in the policies' coverages except in the application of the Aggregate Limits Provisions. In the event of a reduction in any Aggregate Limit, Concessionaire shall take immediate steps to have it reinstated. If at any time Authority requests a written statement from the insurance company as to any impairments to the Aggregate Limit, Concessionaire shall promptly authorize and have delivered such statement to Authority. Concessionaire shall make up any impairment when known to it. Concessionaire authorizes Authority and its Insurance Consultant to confirm all information furnished Authority, as to its compliance with its Insurance Requirements, with Concessionaire's insurance agents, brokers, and insurance carriers. All insurance coverages of

Concessionaire shall be primary to any Insurance or self-insurance program carried by Authority for this Agreement.

The acceptance of delivery to Authority of any Certificate of Insurance evidencing the Insurance coverages and limits required does not constitute approval or agreement by Authority that the Insurance requirements have been met or that the Insurance policies shown in the Certificates of Insurance comply with the Agreement Insurance Requirements.

The Certificate of Insurance evidencing compliance with the Insurance requirements outlined therein must be filed with and approved by Authority prior to any activity being performed at Sarasota Bradenton International Airport by Concessionaire.

The Insurance coverages and limits required of Concessionaire are designed to meet the minimum requirements of Authority. They are not designed as a recommended insurance program for Concessionaire. Concessionaire alone shall be responsible for the sufficiency of its own Insurance program. Concessionaire and Authority understand and agree that the minimum limits of the insurance herein required may become inadequate, and Concessionaire agrees that it will increase such minimum limits upon receipt of written notice. Such notices to change shall in general, be issued with no more frequency than every third (3rd) year of the term hereof, however, increases in the minimum limits of the Insurance requirements may be required at any time in accordance with commercially reasonable levels and indemnification awards being granted by the courts:

If any General Liability Insurance required herein is to be issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (Tail Coverage) shall be unlimited.

All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein. The Sarasota-Manatee Airport Authority shall be named as an additional insured and same shall be indicated on the certificate. Thirty (30) days' advance written notice of cancellation, intent not to renew any policy or any change that will reduce the Insurance coverages required except for the application of the Aggregate Limits Provisions shall be given to:

Vice President, Chief Financial Officer
Sarasota Manatee Airport Authority
6000 Airport Circle, Third Floor
Sarasota, Florida 34243

Renewal Certificates of Insurance shall be provided to Authority a minimum of ten (10) days prior to expiration of current coverages so that there shall be no interruption in the operations of Concessionaire due to lack of proof of insurance coverages required of Concessionaire in this Agreement.

Authority may terminate or suspend this Agreement should Concessionaire, in the opinion of Authority's Insurance Consultant, fail to provide or maintain: (1) the insurance coverages required in this Agreement, or (2) an acceptable self-insurance program evidenced by documentation acceptable to Authority or a surety bond from a corporate surety authorized to do business in the state of Florida, acceptable to Authority, guaranteeing Concessionaire's financial responsibility in complying with the general insurance requirements of this Agreement. Such bond shall be in the amount of \$1,000,000 and protect Authority from any claims, debts, demands, liabilities, or causes of action as well as the cost of defense including attorney fees, and other fees, costs and expenses resulting from the operations of Concessionaire under this Agreement. The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) policies, forms and endorsements or broader where applicable. Notwithstanding the foregoing, the wording of all policies, forms and endorsements must be acceptable to Authority.

1. Workers' Compensation and Employers' Liability insurance shall be maintained in force during the term of the Agreement for all employees engaged in the operations of Concessionaire, in accordance with the laws of the State of Florida. Employers' Liability Insurance shall also be maintained with limits of not less than:

Workers' Compensation	Florida Statutory Requirements
Employers' Liability	\$500,000 Limit Each Accident
	\$500,000 Limit Disease Aggregate
	\$500,000 Limit Disease Each Employee

2. Commercial General Liability Insurance shall be maintained by Concessionaire. Coverages shall include Premises & Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Broad Form Property Damage including Completed Operations.

Limits of Coverage shall not be less than:
 \$1,000,000 Combined Single Limit Each Occurrence
 Bodily Injury, Personal Injury, and Property Damage Liability
 \$1,000,000 Each Occurrence and Aggregate for liability
 associated with all operations under this specific Agreement.
 The Aggregate limits shall be separately applicable to this specific Agreement.

Should Concessionaire's General Liability Insurance be written or renewed on the Comprehensive General Liability Form, then the limits of coverage required shall not be less than:

\$1,000,000 Combined Single Limit Each Occurrence
 Bodily Injury & Property Damage Liability

3. Automobile Liability Insurance shall be maintained by Concessionaire as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles to be used on Authority's Premises with limits of not less than:

Bodily Injury Liability	\$1,000,000 Limit Each Person
	\$1,000,000 Limit Each Accident
Property Damage Liability	\$1,000,000 Limit Each Accident
OR, Bodily Injury and	
Property Damage Liability	\$1,000,000 Combined Single Limit Each Occurrence

4. Umbrella Liability Insurance or Excess Liability Insurance, used to reach the limits of Liability required, shall not be less than \$1,000,000 Each Occurrence and Aggregate. The limits of Primary Liability Insurance for the General Liability and Employers Liability Insurance Coverages required in this section shall be not less than \$500,000 Combined Single limit Each Occurrence and Aggregate where applicable for Bodily Injury, Personal Injury, & Property Damage Liability.

ARTICLE 17 **Indemnification**

Concessionaire agrees to protect, defend, reimburse, indemnify and hold Authority, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from Authority by reason of any damage to property or the environment, including any contamination of Airport property such as the soil or storm water by fuel, gas, chemicals or other substances deemed by the EPA to be environmental contaminants at the time this Agreement is executed or as may be redefined by the appropriate regulatory agencies in the future, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whosoever, or any governmental agency, arising out of or incident to or in connection with Concessionaire's performance under this Agreement. Concessionaire's use or occupancy of the Premises, Concessionaire's acts, omissions or operations hereunder or the performance, nonperformance or purported performance of Concessionaire or any breach of the terms of this Agreement. Concessionaire recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges that it is an express condition of this Agreement. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements as attached hereto shall not relieve Concessionaire of its liability or obligation to indemnify Authority as set forth in this Article.

ARTICLE 18 **Casualty**

In the event the Premises or a portion thereof is rendered untenantable by fire or other casualty, Authority shall have the option of terminating this Agreement or rebuilding or relocating the Premises, and in the event of such casualty written notice of the election by Authority shall be given to Tenant Concessionaire within thirty (30) days after the occurrence of such casualty. In the event Authority elects to rebuild the Premises, the Premises shall be restored to its former condition within a reasonable time, during which time the Premises Rental shall be payable only for the portion of the Premises which remains tenantable (on a pro rata square footage basis). In the event Authority elects to terminate this Agreement, the Premises Rental shall be paid to and adjusted as of the date of such casualty, and the term of this Agreement shall then expire, and this Agreement shall be of no further force or effect and Authority shall be entitled to sole possession of the Premises. In the event Authority elects to relocate the Premises, the rent shall continue.

ARTICLE 19

Compliance with Laws, Regulations, Ordinances, Rules

Lessee shall at all times comply with applicable federal, state and local laws and regulations, Airport Rules and Regulations, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state or local government, Authority or Airport Management including but not limited to permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. This shall include, but not be limited, to Lessee precluding its employees, agents, customers or invitees from entering upon any restricted area of the Airport as noted in procedures, rules or regulations of Authority or CFR Parts 1540 and 1542 of the United States Department of Transportation as currently exists or as revised, modified or amended from time to time. In addition to other remedies provided hereunder, any violation of Airport procedures or CFR Parts 1540 and 1542 shall subject Lessee to an administrative damages payment of five hundred dollars (\$500.00) (in consideration for the administrative processing required by Authority to process and to respond to a violation) and to damages equal to the greater of (1) one thousand dollars (\$1,000) per occurrence (in consideration for damages which might be suffered by Authority in the form of fines or administrative procedures resulting from such violation), or (2) the civil fine imposed by the Department of Homeland Security upon Authority as a result of the violation. This amount must be paid by Lessee within ten (10) days of written notice, or this Lease shall be terminated by Authority.

ARTICLE 20

FAA Approval

This Agreement may be subject to approval of the Federal Aviation Administration. If the FAA disapproves the Agreement, either party may rescind the Agreement by providing written notice.

ARTICLE 21

Environmental Regulations

21.1 Environmental Representations

Notwithstanding any other provisions of this Agreement, Concessionaire acknowledges that certain properties and uses of properties within the Airport are subject to environmental regulations. Concessionaire agrees to observe and abide by said regulations as applicable to its use of the Airport, and in addition to all other Agreement requirements, and any other covenants and warranties of Concessionaire, Concessionaire hereby expressly warrants, guarantees, and represents to Authority, upon which Authority expressly relies that:

- A. Concessionaire is knowledgeable of all federal, state, regional and local governmental laws, ordinances, regulations, orders and rules, without limitation which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in anyway resulting from, the conduct by Concessionaire of its operations pursuant to or upon the Premises. Concessionaire agrees to keep informed of future changes in environmental laws, regulations and ordinances.

- B. Concessionaire agrees to comply with all applicable federal, state, regional and local laws, regulations and ordinances protecting the environmental and natural resources, and all rules and regulations promulgated or adapted as some may from time to time be amended and accepts full responsibility and liability for such compliance.
- C. Concessionaire shall secure all permits, and properly make all necessary notifications as may be required by all governmental agencies having jurisdiction over parties or the subject matter hereof.
- D. Concessionaire, its employees, agents, contractors, and all persons working for, or on behalf of Concessionaire, have been fully and properly trained in the handling and storage of all such hazardous and toxic waste materials and other pollutants and contaminants; and such training complies with any and all applicable federal, state and local laws, ordinances, regulations, rulings, orders, and standards which are now or are hereinafter promulgated.
- E. Concessionaire shall provide Authority satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required.
- F. Concessionaire agrees to cooperate with any investigation, audit or inquiry by Authority or any governmental agency regarding possible violation of any environmental law or regulation.

21.2 Generator of Hazardous Waste

If Concessionaire is deemed to be a generator of hazardous waste, as defined by state, federal, or local law, Concessionaire shall obtain an Environmental Protection Agency (EPA) identification number and the appropriate generator permit and shall comply with all federal, state, regional and local requirements imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with the law.

21.3 Inventory List

Provisions shall be made by Tenant Concessionaire to have an accurate inventory list (including quantities) of all such hazardous, toxic and other contaminated or polluted materials, whether stored, disposed of or recycled, available all times for inspection at any time on the Premises by Authority officials and also by Fire Department Officials or regulatory personnel having jurisdiction over the Premises, for implementation of proper storage, handling and disposal procedures.

21.4 Notification and Copies

Notification of all hazardous waste activities by Concessionaire shall be provided on a timely basis to Authority or such other agencies as Authority may from time to time designate. Concessionaire agrees that upon requests of Authority a twenty-four (24) hour emergency coordinator and phone number shall be furnished to Authority and to such state and county officials as are designated by Authority, in case of any spill, leak or other emergency involving hazardous, toxic, flammable and/or other pollutant/contaminated materials. Designation of this emergency coordination may be required by existing federal, state, regional or local regulations which require such designation regardless of such request by Authority.

Concessionaire agrees to provide Authority copies of all permit application materials, permits, monitoring reports, environmental response plan, and regulated materials storage and disposal plans, within ten (10) days of their required submittal to regulatory agencies having jurisdiction over such matters.

21.5 Violation

Any agency Notice of Violation or similar enforcement action or notice of noncompliance shall be provided by Concessionaire to Authority within twenty-four (24) hours of receipt by Concessionaire or Concessionaire's agent. Violation of any part of the provisions of this Article or disposition by Concessionaire of any sanitary waste, pollutants, contaminants, hazardous waste, toxic waste, industrial cooling water, sewage or any other materials in violation of the provisions of this section of this Agreement shall be deemed to be a default under this Agreement and, unless cured within ten (10) days of receipt of notice from Authority shall be deemed to be a material breach as provided for under this Agreement, and shall be grounds for termination of this Agreement, and shall also provide Authority grounds for taking whatever other action it may have in addition to termination based upon default as provided for under the Agreement.

ARTICLE 22

Federal Storm Water Regulations

Notwithstanding any other provisions or terms of the Agreement, Concessionaire acknowledges that certain properties and uses of properties within the Airport or on Authority owned land are subject to Federal storm water regulations as set forth in 40 CFR Part 122. Concessionaire agrees to observe and abide by said regulations as applicable to its property and use. If needed, Concessionaire agrees to participate in any Authority-organized task force or other work group established to coordinate storm water activities at the Airport.

ARTICLE 23

Americans with Disabilities Act

Concessionaire shall comply with the requirements of "The Americans with Disabilities Act" (ADA) as published in the Federal Register, Volume 56, No. 144 and the State of Florida Accessibility Requirements Manual (ARIM) as it applies to Concessionaire's facilities and operations at the Airport.

ARTICLE 24

Affirmative Action

Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, 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 14 CFR Part 152, Subpart E. Concessionaire 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. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE 25
Nondiscrimination

Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; and (2) that Concessionaire shall use the Airport premises, in compliance with all requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate the Agreement.

ARTICLE 26
Disadvantaged Business Enterprise

This Agreement is subject to the requirements of Authority's approved Disadvantaged Business Enterprise (DBE) program submitted in compliance with the U.S. Department of Transportation's regulations, 49 CFR Part 23, subpart F. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, subpart F. Concessionaire will include the provisions of this Article in any authorized subcontract and cause subcontracts to similarly include such provisions in further subcontracts.

26.1 Compliance with DBE Goal

An important consideration for this Agreement is the requirement that Concessionaire, to the maximum extent possible, engage the participation of certified DBEs as defined in 49 CFR Part 23, Section 23.89, in the conduct of its business and operations at the Airport. Additionally, if regulations are issued by the U.S. Department of Transportation (DOT) implementing Section 511 (h) of the Airport and Airway Improvement Act (AAIA) of 1982, as amended, Authority shall notify Concessionaire as to what additional methods for continuing participation will be allowed. Concessionaire agrees that for each twelve (12) month period during the term of this Agreement, its DBE participation will equal, or exceed, a goal of fifteen percent (15%). The goal shall be measured as a percentage of the total estimated gross receipts earned by the Concession for the same twelve (12) month period. DBE participation may be in the form of any legal arrangement meeting the eligibility standards in 49 CFR Part 23 and shall be counted toward the goal as set forth in those regulations.

Concessionaire shall be required to comply with other appropriate provisions of 49 CFR Part 23 implementing Section 511 (h) of the AAIA. Concessionaire shall submit such reports as may be required by Authority in the form specified by Authority for the purpose of demonstrating compliance with this section.

To ensure compliance, Concessionaire agrees to the following:

- (1) On or before November 1, 2005, Concessionaire will furnish to Authority the program it will be utilizing which would verify its good faith efforts toward its DBE compliance, including the names of the DBEs it plans to utilize so that they can be considered for certification by Authority.
- (2) Within ninety (90) days after each twelve (12) month period during the term hereof, Concessionaire will furnish Authority with a verified report prepared and signed by an authorized management officer of Concessionaire showing the total amount of revenue earned by DBEs on this Agreement during that previous twelve (12) month period.
- (3) Should the report show that Concessionaire did not meet the fifteen percent (15%) goal, Concessionaire shall furnish with the report a detailed description as to why the goal was not met along with documentation of Concessionaire's good faith efforts as provided herein in subsection 26.2.
- (4) Authority reserves the right, at Authority's expense, to audit Concessionaire's books and records of receipts at any time for purposes of verifying Concessionaire's percentage of DBE participation. If, as a result of such audit it is established that Concessionaire has overstated the amount of DBE participation by three percent (3%) or more, and in so doing, has failed to meet the fifteen percent (15%) minimum participation requirement, the entire expense of said audit shall be borne by Concessionaire and Concessionaire shall also pay any additional fees due to failure to meet the fifteen percent (15%) minimum. In addition, any firm that willfully and knowingly provides false statements or violates other Federal criminal statutes, may be subject to delinquent in accordance with Section 23.67, of 49 CFR Part 25.

26.2 Good-Faith Effort

"Good faith efforts" are those efforts that could reasonably be expected to result in DBE goal attainment. Concessionaire shall actively seek to obtain DBE participation and shall document those efforts. Efforts that are merely "pro forma" are not considered "good faith efforts" in meeting DBE goals. Efforts to obtain DBE participation are not good faith efforts to meet the goals, if, given all circumstances, the efforts could not reasonably be expected to produce a level of DBE participation sufficient to meet the goals. In determining whether Concessionaire has made such good faith efforts, some of the factors Authority will consider are the following:

- (1) Whether Concessionaire provided written notice by certified mail to a reasonable number of specific DBEs that their interest in the Agreement was being solicited.
- (2) Whether Concessionaire followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested.
- (3) Whether Concessionaire identified reasonable services to be performed by DBEs to increase the likelihood of meeting the good faith efforts.
- (4) Whether Concessionaire provided interested DBEs with adequate information about the requirements of the Agreement.
- (5) Whether Concessionaire negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

- (6) Whether Concessionaire made efforts to assist Interested DBEs in obtaining bonding, lines of credit or insurance required by Authority.
- (7) Whether Concessionaire effectively used the services of available minority community organizations; minority advisory groups; local, state and federal minority business assistance offices; and other organizations that aid in the recruitment and placement of DBEs.
- (8) Whether the scope of work submitted by Concessionaire to any DBE concessionaire, DBE contractor, DBE subcontractor, or DBE supplier, either directly or indirectly, was intended to achieve, in whole or in part the specified DBE participation.
- (9) Whether the replies or quotes from DBEs in response to scopes of work submitted to them by Concessionaire, either directly or indirectly, were fair and responsive.
- (10) Whether Concessionaire recontacted Authority's DBE liaison officer for assistance in meeting Authority's DBE goals.
- (11) Whether Concessionaire identified and utilized any other efforts deemed acceptable by Authority.

26.3 Concessionaire's Certification as a DBE

If Concessionaire is a verified DBE, then the participation goal shall be deemed to be met. Any changes in Concessionaire's certification or status shall be reported to Authority at once. If Concessionaire is de-certified as a DBE, then Authority reserves the right to require compliance with the goal of fifteen (15%) DBE participation.

ARTICLE 27 Rights Reserved to Authority

Rights not specifically granted to Concessionaire by this Agreement are expressly and independently reserved to Authority. Authority expressly reserves the right to prevent any use of the described Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

ARTICLE 28 Right to Entry

Authority, through its President, CEO, shall have the right to request from Concessionaire and to be provided entry to the Premises assigned herein to Concessionaire, for the purposes and to the extent necessary to protect Authority's rights and interest, to provide for periodic inspection of said Premises from the standpoint of safety and health, and to check Concessionaire's compliance with the terms of this Agreement. Access shall be upon forty-eight (48) hours' notice and jointly with a representative from Concessionaire. No notice shall be required in the event of emergency.

ARTICLE 29
Right of Flight

It shall be a condition of this Agreement that Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by Authority, together with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport.

ARTICLE 30
Property Rights Reserved

This Agreement shall be subject and subordinate to all the terms and conditions of any instruments and documents under which Authority acquired the land or improvements thereon, of which said Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Concessionaire understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 31
Quiet Enjoyment

Authority covenants that Tenant Concessionaire shall and may peaceably and quietly have, hold and enjoy its leased Premises and all parts thereof for the term hereby granted, subject to the terms and provisions hereof.

ARTICLE 32
No Mortgage Rights of Concessionaire

The Tenant Concessionaire shall not have the right to mortgage the Premises or any of its leasehold interest for the purpose of securing a loan from any lender.

ARTICLE 33
Rentals and Fees as a Separate Covenant

Concessionaire shall not for any reason withhold or reduce Concessionaire's required payments of rent and other fees and charges provided in this Agreement, it being expressly understood and agreed by the parties that the payment of rents, fees and charges is a covenant by Concessionaire that is independent of the other covenants of the parties hereunder.

ARTICLE 14
Construction Lien

Authority's interest in said Premises shall not be liable for or subject to any construction lien whether Authority has given its written approval for the improvements or otherwise; Tenant Concessionaire shall save and hold harmless Authority and its interest in the Premises from any such lien or purported lien. Within fifteen (15) days of filing of any lien, Tenant Concessionaire shall cause same to be satisfied or shall bond off the lien. At the request of Authority, Tenant Concessionaire will execute a memorandum of Agreement reciting the basic terms of this Agreement, including this provision, which memorandum, at Authority's option, may be recorded in the Public Records of Sarasota and Manatee Counties, Florida.

ARTICLE 15
Taxes, Permits, Licenses

Tenant Concessionaire shall bear, at its own expense, all costs of operating its equipment and business, including any and all taxes assessed against its leasehold interest in the Premises, including any sales tax imposed on the rental and concession fee payments, furnishings, equipment or stocks of merchandise and supplies and shall obtain and pay for all permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at said Airport. Tenant Concessionaire shall have the right to challenge all taxes assessed against its leasehold interest at its own expense.

ARTICLE 16
Insurance

During the life of the Agreement, Concessionaire shall provide, pay for, and maintain with insurance carriers satisfactory to Authority, the types of insurance described herein. All insurance shall be from responsible companies duly eligible to do business in the State of Florida. All Liability Policies of Concessionaire under this Agreement shall also provide the Severability of Interest Provision. The insurance coverages and limits required shall be evidenced by properly executed Certificates of Insurance. The Certificate shall be signed by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. The required policies of insurance shall be performable in Sarasota and Manatee Counties, Florida and shall be construed in accordance with the laws of the State of Florida.

Thirty (30) days' prior written notice by registered or certified mail shall be given Authority of any cancellation, intent not to renew, or reduction in the policies' coverages except in the application of the Aggregate Limits Provisions. In the event of a reduction in any Aggregate Limit, Concessionaire shall take immediate steps to have it reinstated. If at any time Authority requests a written statement from the Insurance company as to any impairments to the Aggregate Limit, Concessionaire shall promptly authorize and have delivered such statement to Authority. Concessionaire shall make up any impairment when known to it. Concessionaire authorizes Authority and its Insurance Consultant to confirm all information furnished Authority, as to its compliance with its Insurance Requirements, with Concessionaire's insurance agents, brokers, and insurance carriers. All insurance coverages of

Concessionaire shall be primary to any insurance or self-insurance program carried by Authority for this Agreement.

The acceptance of delivery to Authority of any Certificate of Insurance evidencing the insurance coverages and limits required does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance comply with the Agreement Insurance Requirements.

The Certificate of Insurance evidencing compliance with the insurance requirements outlined therein must be filed with and approved by Authority prior to any activity being performed at Sarasota Bradenton International Airport by Concessionaire.

The insurance coverages and limits required of Concessionaire are designed to meet the minimum requirements of Authority. They are not designed as a recommended insurance program for Concessionaire. Concessionaire alone shall be responsible for the sufficiency of its own insurance program. Concessionaire and Authority understand and agree that the minimum limits of the insurance herein required may become inadequate, and Concessionaire agrees that it will increase such minimum limits upon receipt of written notice. Such notices to change shall in general, be issued with no more frequency than every third (3rd) year of the term hereof, however, increases in the minimum limits of the insurance requirements may be required at any time in accordance with commercially reasonable levels and indemnification awards being granted by the courts.

If any General Liability Insurance required herein is to be issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (Tail Coverage) shall be unlimited.

All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein. The Sarasota Manatee Airport Authority shall be named as an additional insured and same shall be indicated on the certificate. Thirty (30) days' advance written notice of cancellation, intent not to renew any policy or any change that will reduce the insurance coverages required except for the application of the Aggregate Limits Provisions shall be given to:

Vice President, Chief Financial Officer
Sarasota Manatee Airport Authority
6000 Airport Circle, Third Floor
Sarasota, Florida 34243

Renewal Certificates of Insurance shall be provided to Authority a minimum of ten (10) days prior to expiration of current coverages so that there shall be no interruption in the operations of Concessionaire due to lack of proof of insurance coverages required of Concessionaire in this Agreement.

Authority may terminate or suspend this Agreement should Concessionaire, in the opinion of Authority's Insurance Consultant, fail to provide or maintain: (1) the insurance coverages required in this Agreement, or (2) an acceptable self-insurance program evidenced by documentation acceptable to Authority or a surety bond from a corporate surety authorized to do business in the state of Florida, acceptable to Authority, guaranteeing Concessionaire's financial responsibility in complying with the general insurance requirements of this Agreement. Such bond shall be in the amount of \$1,000,000 and protect Authority from any claims, debts, demands, liabilities, or causes of action as well as the cost of defense including attorney fees, and other fees, costs and expenses resulting from the operations of Concessionaire under this Agreement. The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) policies, forms and endorsements or broader where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to Authority.

1. Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of the Agreement for all employees engaged in the operations of Concessionaire, in accordance with the laws of the State of Florida. Employers' Liability Insurance shall also be maintained with limits of not less than:

Workers' Compensation	Florida Statutory Requirements
Employers' Liability	\$ 500,000 Limit Each Accident
	\$ 500,000 Limit Disease Aggregate
	\$ 500,000 Limit Disease Each Employee

2. Commercial General Liability Insurance shall be maintained by Concessionaire. Coverage shall include Premises & Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Broad Form Property Damage including Completed Operations.

Limits of Coverage shall not be less than:
 \$1,000,000 Combined Single Limit Each Occurrence
 Bodily Injury, Personal Injury, and Property Damage Liability
 \$1,000,000 Each Occurrence and Aggregate for liability
 associated with all operations under this specific Agreement
 The Aggregate limits shall be separately applicable to this specific Agreement.

Should Concessionaire's General Liability Insurance be written or renewed on the Comprehensive General Liability Form, then the limits of coverage required shall not be less than:

\$1,000,000 Combined Single Limit Each Occurrence
 Bodily Injury & Property Damage Liability

3. Automobile Liability Insurance shall be maintained by Concessionaire as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles to be used on Authority's Premises with limits of not less than:

Bodily Injury Liability	\$1,000,000 Limit Each Person
	\$1,000,000 Limit Each Accident
Property Damage Liability	\$1,000,000 Limit Each Accident
OR, Bodily Injury and Property Damage Liability	\$1,000,000 Combined Single Limit Each Occurrence

4. Umbrella Liability Insurance or Excess Liability Insurance, used to reach the limits of Liability required, shall not be less than \$1,000,000 Each Occurrence and Aggregate. The limits of Primary Liability insurance for the General Liability and Employers' Liability Insurance Coverages required in this section shall be not less than \$500,000 Combined Single Limit Each Occurrence and Aggregate where applicable for Bodily Injury, Personal Injury, & Property Damage Liability.

ARTICLE 17 **Indemnification**

Concessionaire agrees to protect, defend, reimburse, indemnify and hold Authority, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from Authority by reason of any damage to property or the environment, including any contamination of Airport property such as the soil or storm water by fuel, gas, chemicals or other substances deemed by the EPA to be environmental contaminants at the time this Agreement is executed or as may be redefined by the appropriate regulatory agencies in the future, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Concessionaire's performance under this Agreement. Concessionaire's use or occupancy of the Premises, Concessionaire's acts, omissions or operations hereunder or its performance, nonperformance or purported performance of Concessionaire or any breach of the terms of this Agreement. Concessionaire recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges that it is an express condition of this Agreement. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements as attached hereto shall not relieve Concessionaire of its liability or obligation to indemnify Authority as set forth in this Article.

ARTICLE 18 **Casualty**

In the event the Premises or a portion thereof is rendered untenable by fire or other casualty, Authority shall have the option of terminating this Agreement or rebuilding or relocating the Premises, and in the event of such casualty written notice of the election by Authority shall be given to Tenant Concessionaire within thirty (30) days after the occurrence of such casualty. In the event Authority elects to rebuild the Premises, the Premises shall be restored to its former condition within a reasonable time, during which time the Premises Rental shall be payable only for the portion of the Premises which remains tenable (on a pro rata square footage basis). In the event Authority elects to terminate this Agreement, the Premises Rental shall be paid to and adjusted as of the date of such casualty, and the term of this Agreement shall then expire, and this Agreement shall be of no further force or effect and Authority shall be entitled to sole possession of the Premises. In the event Authority elects to relocate the Premises, the rent shall continue.

ARTICLE 19

Compliance with Laws, Regulations, Ordinances, Rules

Lessee shall at all times comply with applicable federal, state and local laws and regulations, Airport Rules and Regulations, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state or local government, Authority or Airport Management including but not limited to permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. This shall include, but not be limited, to Lessee precluding its employees, agents, customers or invitees from entering upon any restricted area of the Airport as noted in procedures, rules or regulations of Authority or CFR Parts 1540 and 1542 of the United States Department of Transportation as currently exists or as revised, modified or amended from time to time. In addition to other remedies provided hereunder, any violation of Airport procedures or CFR Parts 1540 and 1542 shall subject Lessee to an administrative damages payment of five hundred dollars (\$500.00) (in consideration for the administrative processing required by Authority to process and to respond to a violation) and to damages equal to the greater of (1) one thousand dollars (\$1,000) per occurrence (in consideration for damages which might be suffered by Authority in the form of fines or administrative procedures resulting from such violation), or (2) the civil fine imposed by the Department of Homeland Security upon Authority as a result of the violation. This amount must be paid by Lessee within ten (10) days of written notice, or this Lease shall be terminated by Authority.

ARTICLE 20

FAA Approval

This Agreement may be subject to approval of the Federal Aviation Administration. If the FAA disapproves the Agreement, either party may rescind the Agreement by providing written notice.

ARTICLE 21

Environmental Regulations

21.1 Environmental Representations

Notwithstanding any other provisions of this Agreement, Concessionaire acknowledges that certain properties and uses of properties within the Airport are subject to environmental regulations. Concessionaire agrees to observe and abide by said regulations as applicable to its use of the Airport, and in addition to all other Agreement requirements, and any other covenants and warranties of Concessionaire, Concessionaire hereby expressly warrants, guarantees, and represents to Authority, upon which Authority expressly relies that:

- A. Concessionaire is knowledgeable of all federal, state, regional and local governmental laws, ordinances, regulations, orders and rules, without limitation which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by Concessionaire of its operations pursuant to or upon the Premises. Concessionaire agrees to keep informed of future changes in environmental laws, regulations and ordinances.

- E. Concessionaire agrees to comply with all applicable federal, state, regional and local laws, regulations and ordinances protecting the environmental and natural resources, and all rules and regulations promulgated or adapted as some may from time to time be amended and accept full responsibility and liability for such compliance.
- G. Concessionaire shall secure all permits, and properly make all necessary notifications as may be required by all governmental agencies having jurisdiction over parties or the subject matter hereof.
- C. Concessionaire, its employees, agents, contractors, and all persons working for, or on behalf of Concessionaire, have been fully and properly trained in the handling and storage of all such hazardous and toxic waste materials and other pollutants and contaminants; and such training complies with any and all applicable federal, state and local laws, ordinances, regulations, rulings, orders, and standards which are now or are hereinafter promulgated.
- E. Concessionaire shall provide Authority satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required.
- F. Concessionaire agrees to cooperate with any investigation, audit or inquiry by Authority or any governmental agency regarding possible violation of any environmental law or regulation.

21.2 Generator of Hazardous Waste

If Concessionaire is deemed to be a generator of hazardous waste, as defined by state, federal, or local law, Concessionaire shall obtain an Environmental Protection Agency (EPA) identification number and the appropriate generator permit and shall comply with all federal, state, regional and local requirements imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with the law.

21.3 Inventory List

Provisions shall be made by Tenant Concessionaire to have an accurate inventory list (including quantities) of all such hazardous, toxic and other contaminated or polluted materials, whether stored, disposed of or recycled, available all times for inspection at any time on the Premises by Authority officials and also by Fire Department Officials or regulatory personnel having jurisdiction over the Premises, for implementation of proper storage, handling and disposal procedures.

21.4 Notification and Copies

Notification of all hazardous waste activities by Concessionaire shall be provided on a timely basis to Authority or such other agencies as Authority may from time to time designate. Concessionaire agrees that upon requests of Authority a twenty-four (24)-hour emergency coordinator and phone number shall be furnished to Authority and to such state and county officials as are designated by Authority, in case of any spill, leak or other emergency involving hazardous, toxic, flammable and/or other pollutant/contaminated materials. Designation of this emergency coordination may be required by existing federal, state, regional or local regulations which require such designation regardless of such request by Authority.

Concessionaire agrees to provide Authority copies of all permit application materials, permits, monitoring reports, environmental response plan, and regulated materials storage and disposal plans, within ten (10) days of their required submittal to regulatory agencies having jurisdiction over such matters.

2.15 Violation

Any agency Notice of Violation or similar enforcement action or notice of noncompliance shall be provided by Concessionaire to Authority within twenty-four (24) hours of receipt by Concessionaire or Concessionaire's agent. Violation of any part or the provisions of this Article or disposition by Concessionaire of any sanitary waste, pollutants, contaminants, hazardous waste, toxic waste, industrial cooling water, sewage or any other materials in violation of the provisions of this section of this Agreement shall be deemed to be a default under this Agreement and, unless cured within ten (10) days of receipt of notice from Authority shall be deemed to be a material breach as provided for under this Agreement, and shall be grounds for termination of this Agreement, and shall also provide Authority grounds for taking whatever other action it may have in addition to termination based upon default or provided for under this Agreement.

ARTICLE 22

Federal Storm Water Regulations

Notwithstanding any other provisions or terms of the Agreement, Concessionaire acknowledges that certain properties and uses of properties within the Airport or on Authority owned land are subject to Federal storm water regulations as set forth in 40 CFR Part 122. Concessionaire agrees to observe and abide by said regulations as applicable to its property and use. If needed, Concessionaire agrees to participate in any Authority organized task force or other work group established to coordinate storm water activities at the Airport.

ARTICLE 23

Americans with Disabilities Act

Concessionaire shall comply with the requirements of "The Americans with Disabilities Act" (ADA) as published in the Federal Register, Volume 56, No. 144 and the State of Florida Accessibility Requirements Manual (ARM) as it applies to Concessionaire's facilities and operations at the Airport.

ARTICLE 24

Affirmative Action

Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, 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 14 CFR Part 152, Subpart E. Concessionaire 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. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE 25
Nondiscrimination

Concessionaire, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; and (2) that Concessionaire shall use the Airport Premises in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Enforcement of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate the Agreement.

ARTICLE 26
Disadvantaged Business Enterprise

This Agreement is subject to the requirements of Authority's approved Disadvantaged Business Enterprise (DBE) program submitted in compliance with the U.S. Department of Transportation's regulations, 49 CFR Part 23, subpart F. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, subpart F. Concessionaire will include the provisions of this Article in any authorized subcontract and cause subcontracts to similarly include such provisions in further subcontracts.

26.1 Compliance with DBE Goal

An important consideration for this Agreement is the requirement that Concessionaire, to the maximum extent possible, engage the participation of certified DBEs as defined in 49 CFR Part 23, Section 23.39, in the conduct of its business and operations at the Airport. Additionally, if regulations are issued by the U.S. Department of Transportation (DOT) implementing Section 511 (h) of the Airport and Airway Improvement Act (AAIA) of 1982, as amended, Authority shall notify Concessionaire as to what additional methods for continuing participation will be allowed. Concessionaire agrees that for each twelve (12) month period during the term of this Agreement, its DBE participation will equal, or exceed, a goal of fifteen percent (15%). The goal shall be measured as a percentage of the total estimated gross receipts earned by the Concessionaire for the same twelve (12) month period. DBE participation may be in the form of any legal arrangement meeting the eligibility standards in 49 CFR Part 23 and shall be counted toward the goal as set forth in those regulations.

Concessionaire shall be required to comply with other appropriate provisions of 49 CFR Part 23 implementing Section 511 (h) of the AAIA. Concessionaire shall submit such reports as may be required by Authority in the form specified by Authority for the purpose of demonstrating compliance with this section.

To ensure compliance, Concessionaire agrees to the following:

- (1) On or before November 1, 2005, Concessionaire will furnish to Authority the program it will be utilizing which would verify its good faith efforts toward its DBE compliance, including the names of the DBEs it plans to utilize so that they can be considered for certification by Authority.
- (2) Within ninety (90) days after each twelve (12) month period during the term hereof, Concessionaire will furnish Authority with a verified report prepared and signed by an authorized management officer of Concessionaire showing the total amount of revenue earned by DBEs on this Agreement during that previous twelve (12) month period.
- (3) Should the report show that Concessionaire did not meet the fifteen percent (15%) goal, Concessionaire shall furnish with the report a detailed description as to why the goal was not met along with documentation of Concessionaire's good faith efforts as provided herein in subsection 26.2.
- (4) Authority reserves the right, at Authority's expense, to audit Concessionaire's books and records of receipts at any time for purposes of verifying Concessionaire's percentage of DBE participation. If, as a result of such audit, it is established that Concessionaire has overstated the amount of DBE participation by three percent (3%) or more, and in so doing, has failed to meet the fifteen percent (15%) minimum participation requirement, the entire expense of said audit shall be borne by Concessionaire and Concessionaire shall also pay any additional fees due to failure to meet the fifteen percent (15%) minimum. In addition, any firm that willfully and knowingly provides false statements or violates other Federal criminal statutes, may be subject to debarment in accordance with Section 23.87, of 49 CFR Part 23.

26.2 Good Faith Effort

"Good faith efforts" are those efforts that could reasonably be expected to result in DBE goal attainment. Concessionaire shall actively seek to obtain DBE participation and shall document those efforts. Efforts that are merely "pro forma" are not considered "good faith efforts" in meeting DBE goals. Efforts to obtain DBE participation are not good faith efforts to meet the goals, if, given all circumstances, the efforts could not reasonably be expected to produce a level of DBE participation sufficient to meet the goals. In determining whether Concessionaire has made such good faith efforts, some of the factors Authority will consider are the following:

- (1) Whether Concessionaire provided written notice by certified mail to a reasonable number of specific DBEs that their interest in the Agreement was being solicited.
- (2) Whether Concessionaire followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested.
- (3) Whether Concessionaire identified reasonable services to be performed by DBEs to increase the likelihood of meeting the good faith efforts.
- (4) Whether Concessionaire provided interested DBEs with adequate information about the requirements of the Agreement.
- (5) Whether Concessionaire negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

- (6) Whether Concessionaire made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by Authority
- (7) Whether Concessionaire effectively used the services of available minority community organizations, minority advisory groups, local, state and federal minority business assistance offices, and other organizations that aid in the recruitment and placement of DBEs.
- (8) Whether the scope of work submitted by Concessionaire to any DBE concessionaire, DBE contractor, DBE subcontractor, or DBE supplier, either directly or indirectly, was intended to achieve, in whole or in part, the specified DBE participation
- (9) Whether the replies or quotes from DBEs in response to scopes of work submitted to them by Concessionaire, either directly or indirectly, were fair and responsive.
- (10) Whether Concessionaire contacted Authority's DBE liaison officer for assistance in meeting Authority's DBE goals.
- (11) Whether Concessionaire identified and utilized any other efforts deemed acceptable by Authority.

26.3 Concessionaire's Certification as a DBE

If Concessionaire is a certified DBE, then the participation goal shall be deemed to be met. Any changes in Concessionaire's certification or status shall be reported to Authority at once. If Concessionaire is decertified as a DBE, then Authority reserves the right to require compliance with the goal of fifteen (15%) DBE participation.

ARTICLE 27 **Rights Reserved to Authority**

Rights not specifically granted to Concessionaire by this Agreement are expressly and independently reserved to Authority. Authority expressly reserves the right to prevent any use of the described Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

ARTICLE 28 **Right to Entry**

Authority, through its President, CEO, shall have the right to request from Concessionaire and to be provided entry to the Premises assigned herein to Concessionaire, for the purposes and to the extent necessary to protect Authority's rights and interest to provide for periodic inspection of said Premises from the standpoint of safety and health, and to check Concessionaire's compliance with the terms of this Agreement. Access shall be upon forty-eight (48) hours' notice and jointly with a representative from Concessionaire. No notice shall be required in the event of emergency.

ARTICLE 29
Right of Flight

It shall be a condition of this Agreement that Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by Authority, together with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport.

ARTICLE 30
Property Rights Reserved

This Agreement shall be subject and subordinate to all the terms and conditions of any instruments and documents under which Authority acquired the land or improvements thereon, of which said Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Concessionaire understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between Authority and the United States of America or any of its agencies, relative to the operation or maintenance of the Airport; the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and in any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 31
Quiet Enjoyment

Authority covenants that Tenant Concessionaire shall and may peaceably and quietly have, hold and enjoy its leased Premises and all parts thereof for the term hereby granted, subject to the terms and provisions hereof.

ARTICLE 32
No Mortgage Rights of Concessionaire

The Tenant Concessionaire shall not have the right to mortgage the Premises or any of its leasehold interest for the purpose of securing a loan from any lender.

ARTICLE 33
Rentals and Fees as a Separate Covenant

Concessionaire shall not for any reason withhold or reduce Concessionaire's required payments of rent and other fees and charges provided in this Agreement, it being expressly understood and agreed by the parties that the payment of rents, fees and charges is a covenant by Concessionaire that is independent of the other covenants of the parties hereunder.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate by placing a check (✓) in front of the appropriate statement. (Check only one statement)

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989. However, there was a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY, PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

(Signature) 12/18/24
(Date)

(Printed Name) Thomas Kennedy

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of December, 2024, by THOMAS KENNEDY who is ☒ personally known to me or ☐ has produced _____ as identification.



Signature of Notary Public

Printed Name of Notary Public Jordan Dershow

**FIRST AMENDMENT
TO TENANT RENTAL CAR CONCESSION AND LEASE AGREEMENT
BETWEEN SARASOTA MANATEE AIRPORT AUTHORITY
AND
SIXT RENT A CAR, L.L.C.**

The First Amendment is entered into this 27th day of January 2025, by and between the SARASOTA MANATEE AIRPORT AUTHORITY, an Independent Special District existing under the laws of State of Florida (herein referred to as "Authority"), and SIXT RENT A CAR, L.L.C., a corporation existing under the laws of the State of Delaware and authorized to do business in the State of Florida (herein referred to as "Concessionaire"), collectively hereinafter referred to as the Parties.

RECITALS

- A. The Concessionaire and Authority entered into a Tenant Rental Car Concession and Lease Agreement effective January 27, 2025 (Agreement).
- B. The parties desire to amend the Agreement beginning January 27, 2025 (to match the Authority's October-September fiscal year).
- C. Article 10.5 of that Agreement obligates the Concessionaire to keep rental sales counters open daily from thirty minutes prior to the earliest scheduled air carrier arrival or departure through the last scheduled arrival or departure. The Authority and Concessionaire seek to amend the Agreement providing Authority Staff with the ability to approved request to reduce counter staffing hours.

NOW THEREFORE, in consideration of the premises, mutual covenants and agreements as set forth hereinafter, Authority and Concessionaire agree as follows:

1. Effective January 27, 2025, Article 6.2, Concession Fee Payments, and Article 6.3, Concession Pass Through, of the Agreement are hereby amended to read as follows:

6.2 Concession Fee Payments:

As consideration for the privilege of doing business with Airport passengers and the grant of intangible concession rights conferred hereunder, Concessionaire agrees to pay Authority a concession fee equal to the greater of ten percent (10%) of annual gross revenues or a Minimum Annual Guarantee (MAG) for the term of the Agreement.

"Minimum Annual Guarantee" is an amount equal to ten percent (100%) of eighty-five percent (85.0%) of the prior Agreement Year's Gross Revenues. For each year of the Agreement, following the first Agreement Year, the Minimum Annual Guarantee will be equal to ten percent (100%) of eighty-five percent (85.0%) of the Gross Revenues for the most recent twelve months for which Authority has data.

The MAG for each year shall be paid in equal installments payable in advance and without demand on or before the first day of each month during the term of this Agreement. Concessionaire shall submit to the Authority by the 20th day of the second and each succeeding month of the term hereof one copy of an accurate statement of Gross Revenues for the preceding month, and simultaneously therewith shall pay the Airport an amount by which 10% of the Gross Revenues of the preceding month exceeds one-twelfth (1/12) of the MAG. This statement shall be certified by a manager properly authorized to provide and certify the statement on behalf of Concessionaire.

If at the end of each year of the contract term, the aggregate payments made shall exceed the greater of the MAG or 10% of the Gross Revenues during such year, the excess balance shall be credited to Concessionaire's account and applied against the next succeeding monthly payment as determined in Article 7.4. Upon expiration of this Agreement, any credit balance due shall be reimbursed to Concessionaire.

6.3 Concession Pass-Through

Authority will not prohibit Concessionaire from charging its customers a proportionate share of the concession fee paid by Concessionaire to Authority. The charge shall be collected as a percentage of all items leased or sold by the customer that fall within the definition of items composing "Gross Revenues" as defined in Article 6.4. Authority does not require or endorse this practice but will not prohibit it provided Concessionaire meets ALL the following conditions:

- A. Fee shall be titled "Concession Recoupment Fee"
- B. Fee shall not be included, associated with, or implied as a tax on the Airport customer invoice
- C. Fee assessed to the customer shall not exceed the percentage fee paid by Concessionaire to Authority
- D. Fee shall not be identified, implied, or referred to as a tax or an Authority imposed charge by anyone employed by or associated with Concessionaire, including counter personnel and reservation agents.

Failure to comply with the above rules always will result in Concessionaire losing its right to impose this charge during the term of this Agreement.

- 2. Effective January 27, 2025, Article 8.2, Extreme Reduction in Number of Airline Passengers of The Agreement is hereby deleted.
- 3. Effective January 27, 2025, Article 10, Section 10.3, Period of Operation, of the Agreement is hereby amended to read as follows:

10.3 Period of Operation

The facilities to be provided by Concessionaire hereunder for the purpose of providing automobile rental service shall remain open for such periods during each day and each days during each week as may be necessary to meet seasonal, holiday and other reasonable demands for automobile rental services. Terminal rental sales counters shall be staffed with at least one (1) Concessionaire representative from thirty (30) minutes prior to the earliest scheduled air carrier arrival or departure through the last scheduled arrival or departure during any calendar day, each day of each year, unless otherwise approved by the Authority.

- 4. Except as specifically modified herein, all other terms, conditions, covenants, rights and obligations of the Lease effective January 27, 2025, shall remain in full force and effect.

IN WITNESS HEREOF, Authority and concessionaire have executed this First Amendment to the Tenant Rental Car Concession and Lease Agreement the day and year first written above.

AUTHORITY:
SARASOTA MANATEE AIRPORT AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

WITNESSES as to Authority:

By: _____
Name: _____
Title: _____
Date: _____

CONCESSIONAIRE:
SIXT RENT A CAR, L.L.C.

By: _____
Name: Olivia Clemens
Title: President
Date: 12/18/24

WITNESSES as to Concessionaire:

By: Ryan Horton
Name: Ryan Horton
Title: Sr. Project Relations Analyst
Date: 12/18/24

**THIRD AMENDMENT
TO TENANT RENTAL CAR CONCESSION AND LEASE AGREEMENT BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY AND
SIXT RENT A CAR, L.L.C.**

This Third Amendment is entered into this 27th day of January 2025, by and between the SARASOTA MANATEE AIRPORT AUTHORITY, an independent Special District existing under the laws of the state of Florida (herein referred to as "Authority"), and SIXT RENT A CAR, L.L.C., a corporation existing under the laws of the State of Delaware and authorized to do business in the State of Florida, (herein referred to as "Concessionaire"), collectively herein after referred to as the "Parties".

RECITALS

The Concessionaire and Authority entered into a Tenant Rental Car Concession and Lease Agreement effective January 27, 2025 (Agreement).

NOW THEREFORE, in consideration of the premises, mutual covenants and agreements as set forth hereinafter, Authority and Concessionaire agree as follows:

1. The effective date of this Third Amendment is January 27, 2025.
2. Article 2, Premises Preamble, and Article 2.1, Terminal Ticket Counter Space of the Agreement are hereby amended, as follows:

Article 2, Premises Preamble

Authority agrees to lease space to Tenant Concessionaires for ticket counter and offices within the terminal, and space for ready car parking, herein after referred to as the "Premises". Concessionaire also agrees to lease land from Authority under a separate land lease agreement for use as a rental car service, maintenance and storage facility area. Reference to Concessionaire in its capacity as a tenant of the Premises shall sometimes be referred to as "Tenant Concessionaire". Each parent Tenant Concessionaire may operate 1, 2 or 3 brands at the Airport. Reference to Parent Tenant Concessionaire, collectively with the other Tenant Concessionaires, shall be by the use of the term "Tenant Concessionaires".

2.1 Terminal Ticket Counter Space

All tenant concessionaires shall be required to operate and maintain ticket counter space throughout the term hereof subject to all terms and conditions hereof. Authority shall make available for use by tenant concessionaires ticket counter which includes both counter and office space located within the baggage claim wing of the terminal building identified on Exhibit A which is attached hereto and made a part thereof. The dimensions of the ticket counter and total square foot area for the ticket counter space, office, hallway, and queuing area are as follows:

<u>Concessionaire</u>	<u>Dimensions</u>	<u>Counter</u>	<u>Office</u>	<u>Hallway</u>	<u>Queuing</u>	<u>Total</u>
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See EXHIBIT A, attached.

3. Article 6.2, Concession Fee Payments, of the Agreement shall use the Gross Revenues of all of parent Tenant Concessionaire's brands to compute the Minimum Annual Guarantee.
4. Article 6.4, Definition of Gross Revenues, of the Agreement is hereby amended to read as follows:

Article 6.4 Definition of Gross Revenues

- A. "Gross Revenues" as used herein shall mean the total amount charged to the customers arriving through operations of the Airport prior to leasing a vehicle, after allowable discounts,

whether for cash or credit or whether collected or uncollected by Concessionaire for or in connection with the use of a vehicle and any additional services including but not limited to:

- (1) all insurance services charged to customer;
- (2) Concessionaire pass-through charges as stated in Article 6.3

For purposes of calculating Gross Revenues, it shall be conclusively presumed that all customers leasing vehicles at Tenant Concessionaire's Premises arrived through operations of the Airport prior to leasing the vehicle.

Gross revenues may not be reduced by promotional or other discounts not given directly to the customer leasing arriving through the airport operations renting a vehicle.

B. "Gross Revenues" shall not include:

- (1) the amounts of any federal, state, or county sales taxes and Florida State surcharge separately stated on the rental agreement and collected from the customers of Concessionaire now or hereafter levied or imposed and paid to the appropriate taxing authority (rental fees charged to recover business costs are not taxes and are not excluded from Concessionaire income); or
- (2) any sums received by Concessionaire from customers for damage to automobiles or Concessionaire's property, or loss, conversation, or abandonment of such automobiles; or
- (3) any sums received by reason of Concessionaire's disposal of capital assets and/or trace fixtures.

It is understood and agreed that all losses, or charge backs are to be borne solely by Concessionaire and that Authority is to be paid on the Gross revenues without charge or reduction for costs or losses.

5. Article 6.7, Revenue Reports and Payments, of the Agreement is hereby amended to read as follows:

Article 6.7, Revenue Reports and Payments

Concessionaire shall pay all rents (in its capacity as Tenant Concessionaire), fees, charges and billings required by this Agreement to the following address:

Sarasota-Manatee Airport Authority
6000 Airport Circle
Sarasota, Florida 34243-2100
Attention: Finance Department

All reports and other correspondence should be addressed as indicated in the Article hereof entitled, 'Notices and Communications.'

6. Article 6.9, New Arrangements, of the Agreement is hereby deleted.

7. Article 25, Nondiscrimination and Article 26, Disadvantaged Business Enterprise of the Agreement, are hereby amended to read as follows:

ARTICLE 25
Nondiscrimination

This Agreement is subject to the requirements of the U.S. Department of Transportation's regulation, 49 CFR Part 23. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23. Concessionaire agrees to include the preceding

statements in any subsequent concession agreement or contract covered by 49 CFR part 23 that it enters and to cause those businesses to similarly include the statements in any further agreements.

Concessionaire shall use the Airport premises in compliance with all requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate the Agreement.

ARTICLE 26

Disadvantaged Business Enterprise

This Agreement is subject to the requirements of Authority's Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program developed in compliance with the U.S. Department of Transportation's regulations, 49 CFR Part 23.

26.1 Compliance with ACDBE Goal

An important consideration to this Agreement is the requirement that Concessionaire, to the maximum extent possible, engage the participation of ACDBEs, as defined in 49 CFR Part 23.3 and certified under the Florida Unified Certification Program, in the conduct of this business at the Airport. Concessionaire agrees that for each twelve (12) months period during the term of this Agreement, its ACDBE participation will equal, or exceed, an established goal of two percent. The participation shall be computed as a percentage of the total gross goods and services purchased by the concessionaire for its concession at the Airport during the same twelve (12) month period. ACDBE participation shall be measured as described in 49 CFR Part 23.53.

Concessionaire shall submit such reports as may be required by Authority for the purpose of demonstrating compliance with this section. Such reports shall be submitted quarterly by a date no later than 120 days following the end of each calendar quarter. Such reports shall contain, at a minimum, the following information:

- (1) The total amount of goods and services purchased by Concessionaire for its concession at the Airport during the reporting quarter and the total number of vendors from which those goods and services were purchased.
- (2) The amount of goods and services purchased by Concessionaire from certified ACDBEs for its concession at the Airport during the reporting period quarter, including the name and amount for each respective ACDBE.
- (3) The details of allocations to its concession at the Airport of any purchases, ACDBE or Non-ACDBE, made under national contracts for fleet vehicles or other goods and services during the quarter.

If quarterly reports indicate that the Concessionaire is not on track to meet the annual ACDBE participation goal established by this paragraph, the Concessionaire shall include information describing the Good Faith Efforts (as defined in 49 CFR Part 23.3 and Paragraph 26.2 of this Agreement) made during the reporting quarter to meet the established goal as well as those efforts planned to ensure attainment of the goal for the fiscal year in which the quarter is contained. If concessionaire fails to meet the ACDBE participation goal established by this paragraph for a fiscal year, Concessionaire shall provide Authority with the following:

- (A) A comprehensive report explaining why the established goal was not met for the subject fiscal year.
- (B) A description of the Good Faith Efforts employed by Concessionaire during the subject fiscal year to meet the established goal and
- (C) A description of the Good Faith Effort planned for the ensuing fiscal year to ensure attainment of the established goal in the future.

26.2 Good Faith Efforts

"Good faith efforts" are those efforts that could reasonably be expected to result in ACDBE goal attainment. Concessionaire shall actively seek to obtain ACDBE participation and shall document those efforts. In determining whether Concessionaire has made such good faith efforts, some of the factors Authority will consider are the following:

- (1) Whether Concessionaire analyzed the total complement of good and services purchased for its concession at the Airport and identified the types of business involve in delivering those goods and services.
- (2) Whether Concessionaire reviewed the list of ACDBEs certified under the Florida Unified Certification Program to identify certified ACDBEs that provide the types of goods and services required by its concession at the Airport and communicated with those ACDBEs so identified to determine if the retention of those firms was practical and in the best interest of Concessionaire.
- (3) Whether Concessionaire reviewed the current providers of good and services to its concession at the Airport to determine if any of those providers might potentially qualify for ACDBE certification and communicated with those providers concerning the existence of the ACDBE program and the process for certification.
- (4) Whether Concessionaire negotiated in good faith with prospective ACDBE suppliers, not rejecting ACDBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
- (5) Whether Concessionaire effectively used the services of available minority community organizations; minority advisory groups; local, state and federal minority business assistance offices; and other organizations to assist in the identification of prospective ACDBE suppliers.

26.3 Enforcement

Concessionaire's breach of its obligations under this Section 26 shall constitute a default and shall entitle the Authority to exercise all its resulting contractual and legal remedies, including termination of this Agreement.

8. Except as specifically modified herein, all other terms, conditions, covenants, rights and obligations of the Lease effective January 27, 2025, shall remain in full force and effect.

IN WITNESS WHEREOF, Authority and Concessionaire have executed this Third Amendment to the Tenant Rental Car Concession and Lease Agreement the day and year first written above.

(Continued on next page)


AUTHORITY:
SARASOTA MANATEE AIRPORT AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____


WITNESS as to Authority:

By: _____
Name: _____
Title: _____
Date: _____

CONCESSIONAIRE:
SIXT RENT A CAR LLC

By: 
Name: Thomas C. Kunkel
Title: President
Date: 12/18/24

WITNESS as to Concessionaire:

By: 
Name: Ryan Horton
Title: Sr. Airport Relations Analyst
Date: 12/18/24

**FOURTH AMENDMENT
TO TENANT RENTAL CAR CONCESSION AND LEASE AGREEMENT
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
SIXT RENT A CAR, L.L.C.**

This Fourth Amendment is entered into this 27th day of January 2025, by and between the SARASOTA MANATEE AIRPORT AUTHORITY, an Independent Special District existing under the laws of the state of Florida (herein referred to as "Authority") and SIXT RENT A CAR, L.L.C., a corporation existing under the laws of the State of Delaware and authorized to do business in the State of Florida (herein referred to as "Concessionaire"), collectively hereinafter referred to as the "Parties".

RECITALS

- A. The Concessionaire and authority entered into a Tenant Rental Car Concession and Lease Agreement effective January 27, 2025 (Agreement)
- B. This Fourth Amendment adds a Rental Car Customer Facility Charge and allows the Concessionaire to exclude that amount from Gross Revenues. It also changes the Security Fee to the Security/M&O Fee.

NOW THEREFOR, in consideration of the premises, mutual covenants and agreements as set forth hereinafter, Authority and Concessionaire agree as follows:

1. The effective date of this Fourth Amendment is January 27, 2025.
2. Article 6.2, Concession Fee Payments, of the Agreement is hereby amended by adding the following paragraphs at the end.

A Rental Car Customer Facility Charge (CFC) is imposed to reimburse the Authority for construction of new rental car facilities. The CFC is \$3.00 per rental day (or portion thereof) and may be adjusted from time to time by the Authority. Concessionaire shall pass through the CFC to its customers, and it shall be separately identified on the customer contract as a "Rental Car Facility Charge" and shall accurately reflect the amount of the CFC imposed by the Authority on the Concessionaire for that customer's transaction, without any markup. Concessionaire shall remit all CFC payments to the Authority no later than the twentieth day of the calendar month following the calendar month in which they were collected or accrued.

Concessionaire shall start and stop collecting the CFC on the dates determined by the Authority. Concessionaire will be given at least thirty (30) days advance written notice of those dates. The Authority will provide an annual accounting of the sources and uses of the CFC and a final accounting at the end of the project.

3. Article 6.4, Definition of Gross Revenues, of the Agreement is hereby amended to read as follows:

6.4 Definition of Gross Revenues

A. "Gross Revenues" as used herein shall mean the total amount charged to the customers arriving through operations of the Airport prior to leasing a vehicle, after allowable discounts, whether for cash or credit or whether collected or uncollected by Concessionaire for or in connection with the use of a vehicle and any additional services including but not limited to:

- (1) All insurance services charged to customer;
- (2) Concessionaire pass-through charges as stated in Article 6.3.

For purposes of calculating Gross Revenues, it shall be conclusively presumed that all customers leasing vehicles at Tenant Concessionaire's Premises arrived through operations of the Airport prior to leasing the vehicle.

Gross revenues may not be reduced by promotional or other discounts not given directly to the customer arriving through the airport operations renting a vehicle.

B. "Gross Revenues" shall not include:

- (1) The amounts of any federal, state, or county sales taxes and Florida State surcharge separately stated on the rental agreement and collected from the customers of Concessionaire now or hereafter levied or imposed and paid to the appropriate taxing authority (rental fees charged to recover business cost are not taxes and are not excluded from Concessionaire income); or
- (2) Any sums received by Concessionaire from customers from damage to automobiles or Concessionaire's property, or loss, conversion, or abandonment of such automobiles; or
- (3) Any sums received by reason of Concessionaire's disposal of capital assets and/or trade fixtures; or
- (4) The Rental Car Facility Charge (CFS) and the Security/M&O Fee described in this Article, provided such amounts are separately stated on the customer's contract, collected from the customer by the Concessionaire, and remitted by Concessionaire to the Authority.

It is understood and agreed that all losses or chargebacks are to be borne solely by Concessionaire and that Authority is to be paid on the Gross Revenue without charge or reduction for costs of losses.

4. Article 6.8, Security Fee of the Agreement is hereby amended to read as follows:

6.8 Security/M&O Fee

A Security/M&O Fee in the amount of Two Dollars (\$2.00) per rental car transaction at the Airport is charged to recover costs associated with installation and maintaining of height restriction bars

as well as additional security patrols and random vehicle inspections by Airport Police in the rental car return lot. The Security/M&O Fee will also be used to recover the Authority's costs associated with maintenance of the new rental car facilities; shade structures including fabric replacement, three kiosks, signs and electrical power. The Authority will provide an annual accounting of the sources and uses of the Security/M&O Fee. This Fee is excluded from the Definition of Gross Revenues.

5. Except as specially modified herein, all other terms, conditions, covenants, rights and obligations of the Lease effective January 27, 2025, shall remain in full force and effect.

IN WITNESS WHEREOF, Authority and Concessionaire have executed this Fourth Amendment to the Tenant Rental Car Concession and Lease Agreement the day and year first written above.

AUTHORITY:

SARASOTA MANATEE AIRPORT AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

WITNESS as to Authority:

By: _____

Name: _____

Title: _____

Date: _____

CONCESSIONAIRE:

SIXT RENT A CAR, L.L.C

By: _____

Name: Thomas C. Kennedy

Title: President

Date: 12/18/24

WITNESS as to Concessionaire:

By: Ryan Horton

Name: Ryan Horton

Title: Sr. Airport Relations Analyst

Date: 12/18/24

**FIFTH AMENDMENT
TO TENANT RENTAL CAR CONCESSION AND LEASE AGREEMENT
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
SIXT RENT A CAR, L.L.C.**

This Fifth Amendment is entered into this 27th day of January 2025, by and between the SARASOTA MANATEE AIRPORT AUTHORITY, an Independent Special District existing under the laws of the State of Florida (herein referred to as "Authority"), and SIXT RENT A CAR, L.L.C., a corporation existing under the laws of the State of Delaware and authorized to do business in the State of Florida (herein referred to as "Concessionaire"), collectively hereinafter referred to as the "Parties".

RECITALS

- A. The Concessionaire and Authority entered into a Tenant Rental Car Concession and Lease Agreement effective January 27, 2025 (Agreement).
- B. This Fourth Amendment adds a Rental Car Customer Facility Charge and allows the Concessionaire to exclude that amount from Gross Revenues. It also changes the Security Fee to the Security/M&O Fee.
- C. This Fifth Amendment increases the Rental Car Customer Facility Charge (CFC) from \$3.00 to \$4.50.

NOW THEREFOR, in consideration of the premises, mutual covenants and agreements as set forth hereinafter, Authority and Concessionaire agree as follows:

Article 6.2, Concession Fee Payment, of the Agreement is hereby amended by substituting the following paragraphs at the end:

A Rental Car Customer Facility Charge (CFC) is imposed to reimburse the Authority for construction of new rental car facilities. The CFC is \$4.50 per rental day (or portion thereof) and may be adjusted from time to time by the Authority. Concessionaire shall pass through the CFC to its customers, and it shall be separately identified on the customer contract as a "Rental Car Facility Charge" and shall accurately reflect the amount of the CFC imposed by the Authority on the Concessionaire for that customer's transaction, without any markup. Concessionaire shall remit all CFC payments to the Authority no later than the twentieth day of the calendar month following the calendar month in which they were collected or accrued.

Concessionaire shall start and stop collecting the CFC on the dates determined by the Authority. Concessionaire will be given at least thirty (30) days advance written notice of those dates. The Authority will provide an annual accounting of the sources and uses of the CFC and a final accounting at the end of the project.

Except as specifically modified herein, all other terms, conditions, covenants, rights and obligations of the Lease effective January 27, 2025, shall remain in full force and effect.

IN WITNESS HEREOF, Authority and Concessionaire have executed this Fifth Amendment to the Tenant Rental Car Concession and Lease Agreement the day and year first written above.

(Continued on next page).

AUTHORITY:
SARASOTA MANATEE AIRPORT AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

WITNESS as to Authority:

By: _____
Name: _____
Title: _____
Date: _____

CONCESSIONAIRE:
SIXT RENT A CAR, LLC.

By: _____
Name: Sam C. Lyons
Title: President
Date: 12/12/15

WITNESS as to Concessionaire:

By: _____
Name: Ryan Horton
Title: Sr. Airport Relations Analyst
Date: 12/16/15

**SIXTH AMENDMENT TO TENANT RENTAL CAR CONCESSION AND LEASE AGREEMENT
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
SIXT RENT A CAR, L.L.C.**

This Sixth Amendment is entered into this 27th day of January 2025, by and between the SARASOTA MANATEE AIRPORT AUTHORITY, an Independent Special District existing under the laws of the State of Florida (hereinafter referred to as "Authority"), and SIXT RENT A CAR, L.L.C., a corporation existing under the laws of the State of Delaware and authorized to do business in the State of Florida (hereinafter referred to as "Concessionaire"), collectively hereinafter referred to as the "Parties".

RECITALS

WHEREAS, Authority and Concessionaire entered into a Tenant Rental Car Concession and Lease Agreement, effective January 27, 2025, expiring September 30, 2027 ("Concession Agreement"), and

WHEREAS, this Amendment to the Concession Agreement necessitates the re-establishment of goals for the Participation of Disadvantaged Business Enterprises in Airport Concessions, pursuant to 49 CFR Part 23, and Authority and Concessionaire desire to further define the Compliance obligations required pursuant to 49 CFR Part 23 in the Concession Agreement; and

WHEREAS, Authority and Concessionaire desire to further define the Concession Restriction for Peer to Peer Vehicle Sharing in the Concession Agreement; and

WHEREAS, the Fourth Amendment to the Concession Agreement incorporated a Rental Car Customer Facility Charge (CFC) and allows the Lessee to Exclude the CFC amount from Gross Revenues; and

WHEREAS, the Fifth Amendment to the Concession Agreement increased the CFC from \$3.00 to \$4.50, and Authority and Lessee desire to increase the CFC from \$4.50 to \$5.50; and

WHEREAS, this Sixth Amendment to the Concession Agreement shall amend the Concession Agreement as set forth below.

NOW THEREFOR, in consideration of the premises, mutual covenants and agreements as set forth hereinafter, Authority and Concessionaire agree as follows:

Article 4.3, Restriction, of the Concession Agreement is amended to incorporate the following Paragraph G, at the end of Article 4.3, to read:

Concessionaire shall not conduct "peer to Peer Vehicle Sharing", which shall be defined as arms-length, remote, or web-enabled transactions where a vehicle owner allows a third party to use the vehicle owner's vehicle(s) for a period of time for a fee, without entering into a separate agreement with the

Authority. This includes, but not limited to, online vehicle platforms, that connect vehicle owners with customers seeking to book the vehicle(s), with the vehicle owners either dropping off the vehicle to the customer or picking up the customer anywhere on the Airport.

1. **Article 6.2, Concession Fee Payment** of the Concession Agreement is hereby amended by incorporating the following paragraph at the end of Article 6.2.A. to read:

Effective June 1, 2021, a Rental Car Customer Facility Charge (CFC) is imposed to reimburse the Authority for construction of new rental car facilities. The CFC is \$5.50 per rental day (or portion thereof) and may be adjusted from time to time by the Authority. Concessionaire shall pass through the CFC to its customers, and it shall be separately identified on the customer contract as a "Rental Car Facility Charge" and shall accurately reflect the amount of the CFC imposed by the Authority on the Concessionaire for that customer's transaction, without any markup. Concessionaire shall remit all CFC payments to the Authority no later than the twentieth (20th) day of the calendar month following the calendar month in which they were collected or accrued.

Concessionaire shall start and stop collecting the CFC on the dates determined by the Authority. Concessionaire will be given at least thirty (30) days advance written notice of those dates. The Authority will provide an annual accounting of the sources and uses of the CFC and a final accounting at the end of the project.

2. **Article 26, Disadvantaged Business Enterprise**, of the Concession Agreement shall be deleted in its entirety and replaced to read as follows:

This Agreement is subject to the requirements of Authority's Airport Concessions Disadvantaged Business Enterprise (AC-DBE) Program developed in compliance with the U.S. Department of Transportation's regulations, 49 CFR Part 23.

3. **26.1, Compliance with AC-DBE Goal.**

An important consideration for this Agreement is the requirement that Concessionaire, to the maximum extent possible, engage the participation of AC-DBEs, as defined in 49 CFR Part 23.3 and certified under the Florida Unified Certification Program, in the conduct of its business at the Airport. Concessionaire agrees that for each fiscal year ending September 30 during the term of this Agreement, its AC-DBE participation will equal or exceed the Authority's overall percentage goal for AC-DBE participation by rental car concessionaires in effect for the reporting period. The Authority's overall goal will be established as described in 49 CFR Part 23 Subpart O and in consultation with Concessionaire. The participation shall be computed as a percentage of the total gross goods and services purchased by the Concessionaire for its concession during the same 12-month period. AC-DBE participation shall be measured as described in 49 CFR Part 23.53.

Concessionaire shall submit such reports as may be required by Authority on the form(s) specified by the Authority for the purpose of demonstrating compliance with this section. Such reports shall be submitted quarterly by a date no later than 120 days following the end of each calendar quarter. Such

reports shall contain, at a minimum, the following information:

- (1) The total amount of good and services purchased by Concessionaire for its concession at the Airport during the reporting quarter and the total number of vendors from which those good and services were purchased. This data shall be reported separately for fleet and nonfleet purchases.
- (2) The amount of good and services purchased by Concessionaire from certified AC-DBEs for its concession at the Airport during the reporting quarter, including the name and amount for each respective AC-DBE. This data shall be reported separately for fleet and non-fleet purchases; and
- (3) An explanation of any formulaic allocations used to arrive at any of the data provided pursuant to (1) and (2) above as well as the actual numbers utilized in any formulas used to compute these allocations.

If quarterly reports indicate that the Concessionaire is not on track to meet the annual AC-DBE participation goal established by this paragraph, the Concessionaire shall include information describing the Good Faith Efforts (as defined in 49 CFR Part 23.3 and Paragraph 26.2 of this Agreement) made during the reporting quarter to meet the established goal as well as those efforts planned to ensure attainment of the goal for the fiscal year in which the quarter is contained. If Concessionaire fails to meet the AC-DBE participation goal established by this paragraph for a fiscal year, Concessionaire shall provide Authority with the following:

- (1) A comprehensive report explaining why the established goal was not met for the subject fiscal year.
- (2) A description of the Good Faith Efforts employed by Concessionaire during the subject fiscal year to meet the established goal; and
- (3) A description of the Good Faith Efforts planned for the ensuing fiscal year to ensure attainment of the established goal in the future.

4. 26.2. Good Faith Efforts.

Good faith efforts" are those efforts that could reasonably be expected to result in AC-DBE goal attainment. Concessionaire shall actively seek to obtain AC-DBE participation and shall document those efforts. In determining whether Concessionaire has made such good faith efforts, some of the factors Authority will consider are the following:

- (1) Whether Concessionaire analyzed the total complement of goods and services purchased for its concession at the Airport and identified the types of business involved in delivering those good and services.
- (2) Whether Concessionaire reviewed the list of AC-DBEs certified under the Florida Unified Certification Program to identify certified AC-DBEs that provide the types of goods and services required by its concession at the Airport and communicated with those AC-DBEs so identified to determine if the retention of those firms was practical and in the best interests of Concessionaire.
- (3) Whether Concessionaire reviewed the current providers of goods and services to its concession at the Airport to determine if any of those providers might potentially qualify for AC-DBE certification and communicated with those providers concerning the existence of the AC-DBE program and the process for certification.

- (4) Whether Concessionaire negotiated in good faith with prospective AC-DBE suppliers, not rejecting AC-DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities; and
- (5) Whether Concessionaire effectively used the services of available minority community organizations; minority advisory groups; local, state and federal minority business assistance offices; and other organizations to assist in the identification of prospective AC-DBE suppliers.

5. **26.3. Enforcement**

Concessionaire's breach of its obligations under this Section 26 shall constitute an Event of Default pursuant to Article 11.1 and shall entitle the Authority to exercise all its resulting contractual and legal remedies, including termination of this Agreement.

Except as specifically modified herein, all other terms, conditions, covenants, rights and obligations of this Concession Agreement, effective January 27, 2025, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, Authority and Concessionaire have executed this Fourth Amendment to the Tenant Rental Car Concession and Lease Agreement the day and year first written above.

AUTHORITY:
SARASOTA MANATEE AIRPORT AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

WITNESS as to Authority:

By: _____
Name: _____
Title: _____
Date: _____

CONCESSIONAIRE:
SIXT RENT A CAR, L.L.C.

By: _____
Name: Thomas C. Lewis
Title: President
Date: 12/18/24

WITNESS as to Concessionaire:

By: Ryan Horton
Name: Ryan Horton
Title: Sr. Airport Relations Analyst
Date: 12/18/24

**SEVENTH AMENDMENT
TO
TENANT RENTAL CAR CONCESSION AND LEASE AGREEMENT
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
SIXT RENT A CAR, L.L.C.**

This Seventh Amendment is entered into this 27th day of January 2025, by and between the SARASOTA MANATEE AIRPORT AUTHORITY, an Independent Special District, existing under laws of the State of Florida (herein referred to as "Authority"), and SIXT RENT A CAR, L.L.C., a corporation existing under the law of the State of Delaware, and authorized to do business in the State of Florida (herein referred to as "Corporation"), collectively hereinafter referred to as the "Parties".

RECITALS

WHEREAS, the Parties entered into that certain Tenant Rental Car Concession and Lease Agreement, commencing January 27, 2025, expiring September 30, 2027 (hereinafter the "Concession Agreement"); and

WHEREAS, the Parties anticipate that the results of a Demand Capacity Analysis will provide the basis for planning, design and construction of additional rental car facilities and improvements at the Airport, and the level of funding required for said facilities and improvements at the Airport,

NOW THEREFORE, for and in consideration of the above recitals and the premises, privileges, terms, covenants, and conditions set forth in the Concession Agreement, as previously amended, the Parties hereto agree to further amend the Concession Agreement as follows:

Article 2.1, Terminal Ticket Counter Space, Article 2.1, Terminal Ticket Counter Space, of the Concession Agreement, as amended, is hereby further amended to incorporate the following paragraph at the end of the Article:

In the event additional rental car facilities and improvements are constructed at the Airport, the Authority reserves the right to relocate the Terminal Ticket Counter Space to another area of the Main Terminal or another area of the Airport. The Authority shall relocate the Terminal Ticket Counter Space as it reasonably determines solely for itself to be in the best interest of all Parties.

Article 2.2, Ready Car Spaces and Return Lanes

Relocation of Ready Car Spaces and Return Lanes. In the event a parking garage or other vehicle parking facilities are constructed at the Airport, the Authority reserves the right to relocate the Ready Return Car Spaces and/or Return Lanes to another area of the Airport that may be further away from the Main Terminal. The Authority will reallocate the Ready Car Spaces and/or Return Lanes as it reasonably determines for itself to be in the best interest of all interested parties.

Article 3, Term.

Early Termination. The Authority reserves the right to terminate or otherwise amend the Term of this Agreement at any time following Ninety (90) days advance written notice to the Tenant Concessionaire and to allocate new or alternative Premises to the Tenant Concessionaire, including but not limited to Terminal Ticket Counter Space, Ready Car Spaces, Pickup and Return Space, Return Lanes and Service Facility Area.

Article 6.1 Premises Rental. Article 6.1 Premises Rental, Fees, and Payments, of the Concession Agreement as amended, is hereby deleted in its entirety, and replaced with the following Article:

SMAA-07/252024

As consideration for Tenant Concessionaire's use of the Premises, Tenant Concessionaire shall pay Authority rent throughout the term of this Agreement (hereinafter referred to as "Premises Rental") in an amount equivalent to the Signatory Airlines Ticket Counter/Ticket Office Rate, as determined annually by the Authority, which rate effective January 27, 2025, is Eighty-Three and 00/100 Dollars (\$83.00) per square foot per annum for each square foot of counter and office space identified on Exhibit A attached hereto. Such rent shall be payable in equal monthly installments, every month in advance during the Term of this Agreement.

In addition, Tenant Concessionaire agrees to pay to Authority a Ready Car Space Fee of Two Hundred, Forty and 00/100 Dollars (\$240.00) per annum per Ready Car Space, including each Ready Car Space in each Rotum Lane, payable in equal monthly installments of Twenty and 00/100 Dollars (\$20.00) per Ready Car Space. The number of Ready Car Spaces made available to all Tenants Concessionaires by the Authority may vary from year to year and may be adjusted or reallocated at the sole discretion of the Authority, but in no event shall the total number of Ready Car Spaces be less than Four Hundred (400).

Except as specifically modified herein, all other terms, covenants, and conditions of the Concession Agreement, commencing January 27, 2025 as amended, shall remain unchanged and in full force and effect throughout the Term of the Concession Agreement, as herein amended.

IN WITNESS WHEREOF, Authority and Concessionaire have executed this Seventh Amendment to the Tenant Rental Car Concession and Lease Agreement, commencing January 27, 2025, as previously amended, as of the day and year first written above.

Approve as to Form and
Legal Sufficiency for Authority

SARASOTA MANATEE AIRPORT AUTHORITY
an Independent Special District existing
under the Laws of the State of Florida

Signature

Name

Title

Date

Signature

Name

Title

Date

WITNESS for Concessionaire

**SIXT RENT A CAR, LLC., a Limited Liability
Company existing under the Laws of the State
of Delaware**

Ryan Horton
Signature
Ryan Horton
Name
Sr Airport Relations Analyst
Title
12/18/24
Date

[Signature]
Signature
Thomas C. Kirsch
Name
President
Title
12/18/24
Date



SARASOTA BRADENTON INTERNATIONAL AIRPORT

**AGREEMENT OF LEASE - LAND
RENTAL CAR SERVICE FACILITY**

Lessee

SIXT RENT A CAR, L.L.C.

Authority

SARASOTA MANATEE AIRPORT AUTHORITY

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE, made this 27th day of January, 2026, by and between the SARASOTAMANATEE AIRPORT AUTHORITY, an Independent Special District, existing under the laws of the State of Florida (hereinafter call the "AUTHORITY" or "LESSOR"), and SIXT RENT A CAR, L L C., a corporation existing under the laws of the State of Delaware and authorized to do business in the State of Florida (hereinafter called the "LESSEE"), collectively hereinafter referred to as the "Parties".

WITNESSETH

The AUTHORITY and the LESSEE, for and in consideration of the rents, covenants and mutual agreement hereinafter contained, covenant and agree as follows:

SECTION 1. LETTING

(A) The AUTHORITY hereby lets to the LESSEE and the LESSEE hereby hires and takes from the AUTHORITY, at the Sarasota-Bradenton Airport (hereinafter referred to as the "AIRPORT"), in the County of Sarasota, State of Florida, that certain Premises showed on Exhibit A, attached, consisting of:

- A parcel of land consisting of approximately Seventy-Two Thousand (72,000) square feet on the Southeast section of the Sarasota-Bradenton Airport which land is generally bounded on the North by Cargo Road and on the South by Rental Car Road.
- The exact location to be determined later by survey with legal description mutually acceptable by LESSOR and LESSEE.

(B) The LESSEE agrees to operate the premises leased for the use and benefit of the public; to make available all Airport facilities and services to the public, without unjust discrimination and to refrain from imposing or levying excessive, discriminatory or otherwise unreasonable charges or fees for any Airport service. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act

(C) The AUTHORITY reserves the right to further develop or improve

the landing area of the Airport as it sees fit, regardless of the desires or view of the LESSEE, and without interference or hindrance.

(D) The AUTHORITY reserves the right to take action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the LESSEE from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the AUTHORITY, would limit the usefulness of the Airport or constitute a hazard to aircraft.

(E) This Lease shall be subordinate to the provisions of any existing or future agreement between the AUTHORITY and the UNITED STATES relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

(F) Except to the extent required for the performance of any of the obligations of the LESSEE hereunder, nothing contained in this Agreement shall grant to the LESSEE any right whatsoever in the air space above the premises other than those rights which are subject of Federal Aviation Agency Technical Orders currently or subsequently effective.

(G) The AUTHORITY reserves unto itself, its successors, and assigns the use and benefits of the public, a right of flight for the passage of aircraft in the air space above the surface of the real property hereinafter described together with the right to cause in said air space such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of flight in the said air space, and for said air space for landing on, taking off from or operating on the Airport.

(H) The LESSEE expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulation, Part 77.

(I) The AUTHORITY expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

SECTION 2. CONSTRUCTION BY THE LESSEE

The AUTHORITY shall deliver the premises to LESSEE at rough grade with soil conditions suitable for the intended use under normal construction practices. However, it shall be the sole responsibility of the LESSEE to remove, at its option, any abandoned underground utilities from the site. The AUTHORITY shall also provide the required stormwater management, code required landscaping, sewer, water service and electrical service to the Lease line, access roadway, and one driveway to the Lease line with one manual gate. The LESSEE shall then initially construct on the demised premises LESSEE'S Improvements, defined on Exhibit B, which LESSEE'S Improvements shall include, but not be limited to, the following:

An adequate temporary rental car service, maintenance and storage facility compatible with existing operations and adequate to accommodate a future remote operation, in the event such operation becomes necessary. The Improvements shall include as a minimum, a modular building, customer booth, concrete pad, carport canopy, and one wash bay with water reclaiming capability.

Concurrent with construction of LESSEE'S Improvements, the AUTHORITY shall construct on the premises AUTHORITY'S Improvements, defined on Exhibit C, which AUTHORITY'S Improvements shall include the following:

- A. Removal of abandoned structures from the premises.
- B. Paving and perimeter landscaping of the premises.

The LESSEE covenants and agrees to accept all financial obligations associated with costs for construction of Lessee's Improvements and its proportionate share of the amortized cost of AUTHORITY'S Improvements. Such financial obligations shall include, but not be limited to, the following costs directly related to the construction of the improvements:

- A. Expenses incurred for placement and operation of temporary facilities (if any) used during the construction process.
- B. All materials used on the works whether for temporary or permanent constructions.
- C. All transportation costs on equipment, materials and manpower.
- D. All required permits and licenses duly necessary to comply with the laws of an appropriate governing body, whether it be state, county, city or Airport Authority.

Prior to the commencement of construction of any improvements on the premises, the LESSEE shall submit to the AUTHORITY for the AUTHORITY'S approval (such approval not to be unreasonably withheld)

complete plans and specifications therefore, The AUTHORITY may refuse to grant approval, if, in its reasonable opinion, any of the proposed facilities laid out as indicated by the LESSEE on such plans or the proposed facilities as shown on such plans and specifications (all of which shall be in such detail as may reasonably permit the AUTHORITY to make a determination as to whether the standards hereinafter referred to are met):

- A. will be structurally unsound or unsafe or hazardous for human occupancy, or
- B. are designed for use for purposes other than those permitted under Section 6 hereof,
- C. inadequate in the sole judgement of the AUTHORITY to meet its intended purpose.

Upon approval of such plans and specifications by the AUTHORITY (it being understood that such plans and specifications shall be deemed approved by the AUTHORITY for all purposes hereof if the AUTHORITY shall not have disapproved in writing to the LESSEE any such plans and specifications within thirty (30) days after they have been duly submitted to the AUTHORITY hereunder), the LESSEE may proceed to construct, at its own expense, the facilities for which such plans and specifications have been so approved in accordance therewith.

The initial facilities contemplated herein shall be completed by LESSEE (1) within nine (9) months after the AUTHORITY delivers the demised premises to LESSEE as set forth above. The AUTHORITY may, upon sixty (60) days notice in writing, cancel this agreement if the LESSEE shall not have completed the facilities as hereinabove required within the time specified in the preceding sentence.

All improvements made to the premises and additions and alterations thereto made to the premises by the LESSEE shall be and remain the property of the LESSEE until the expiration of the term of this agreement, as set forth in Section 3, or upon termination of this Agreement (whether by expiration of the term, cancellation, forfeiture, or otherwise, whichever first occurs); at which time the said improvements shall become the property of the AUTHORITY, provided, however, that any trade fixtures, signs and other personal property of LESSEE not permanently affixed to the premises shall remain the property of

LESSEE and shall remain so unless LESSEE shall fail within ten (10) days following the termination of this Agreement to remove its trade fixtures, signs and other personal property of LESSEE not permanently affixed to the premises. In which event, at the option of the AUTHORITY, title to same shall vest in AUTHORITY, at no cost to AUTHORITY, or AUTHORITY may elect to exercise its rights set forth in Section 23 of this Agreement. LESSEE shall be responsible for making repairs at its sole expense for any damage (other than from normal wear and tear) resulting from the removal by LESSEE of its sold furniture, trade fixtures, etc.

LESSEE covenants and agrees that subsequent to the completion of the initial facilities or any facilities constructed thereafter, LESSEE shall furnish AUTHORITY, a statement by a Certified Public Accountant, showing the actual costs expended for the required construction. The AUTHORITY'S interest in the demised premises shall not be subjected to any mechanic's, materialmen, or laborers lien whether the AUTHORITY has given its written approval for the improvements or otherwise; and LESSEE shall save and hold harmless AUTHORITY and its interest in the demised premises from any such lien or purported lien. At the request of AUTHORITY, LESSEE will execute a memorandum of lease reciting the basic terms of this Lease Agreement, including this provision, which memorandum at AUTHORITY'S option may be recorded in the Public Records of Sarasota County, Florida.

SECTION 3. TERM

The term of the letting under this Agreement shall commence on the same day the demised premises are turned over to the LESSEE for construction (as above) and unless sooner terminated, shall expire on September 30, 2027.

SECTION 4. RENTAL

A. The rental for the term of the letting shall be at the rate of Twenty Five cents (.25) per square foot per annum of all developed land in LESSEE'S leasehold; and for undeveloped land in LESSEE'S leasehold one half the Per Square Foot amount paid for development land; provided, however, that for purposes of this rental calculation, at least 60% of the land in LESSEE'S leasehold shall at all times be deemed "developed". For purposes of this discussion, land shall be "developed" if it has been improved in any of

the following manners:

- (i) Installation of any underground improvement, including but not limited to fuel or water storage tanks;
- (ii) Improvement of the surface by the installation of any improved surface, including but not limited to blacktop, concrete, crushed shell, or any surface other than dirt or grass;
- (iii) Development of the site by clearing, adding fill, or installing a slab, or otherwise treating the premises in preparation for future improvements;
- (iv) Construction of improvements on or over the property.

B. **Rental Adjustment.** Subject to amendment by the parties to the Term of this Agreement, beginning on February 1, 2030, and on the like day each fifth lease year thereafter, the rental reserved hereunder shall be adjusted by the same percentage as the adjustment in the cost-of-living index for the immediately preceding month of January as compared to said index for the month of January 2024, which shall be the base figure for all adjustments in rentals. The rental figure so adjusted shall be for the next succeeding five (5) years of this Lease, after which it will again be adjusted in a like manner. In no event shall revised rentals for any five (5) year period exceed by more than 35%, the rental in effect for the preceding five (5) year period, nor shall such revised rentals be less than the rental in effect for such preceding five (5) year period.

C. The cost-of-living index referred to here in shall be the Consumer Price Index for all Urban Consumers, distributed by the Bureau of Labor Statistics of the U.S. Department of Labor. In the event said index ceases to be prepared and published, then the rental shall be adjusted in accordance with the most comparable index then in existence.

D. Rental payments throughout the lease term shall be payable in advance in equal consecutive monthly installments on the first day of the lease term. Payments not received by the 10th of the month will accrue interest from due date at the highest rate permitted by law calculated through the date that the arrearage is made current. The AUTHORITY shall receive all rent free from any charges, assessments, impositions, expenses, or reductions of any kind. In addition to the monthly rental installments, LESSEE will pay to the AUTHORITY the State of Florida sales tax applicable to each such installment.

SECTION 5. ALTERATIONS OF APPROVED FACILITIES

The LESSEE shall not make any additions, alterations, modifications or replacements to any facilities constructed on the demised premises unless the LESSEE shall first have submitted to the AUTHORITY complete plans and specifications covering any proposed additions, alterations, modifications or replacements and the AUTHORITY shall have given written approval of such plans and specifications, provided, however, that if the AUTHORITY shall not have disapproved in writing to the LESSEE any such complete plans and specifications submitted to the AUTHORITY within sixty (60) days from the date of submission thereof, such complete plans and specifications shall be deemed approved by the AUTHORITY. Nothing herein shall obligate the AUTHORITY to grant such approval but such approval shall not be unreasonably withheld.

SECTION 6. RIGHTS AND USES OF LESSEE

The LESSEE in connection with its business may use the premises for the following purposes and for activities reasonably required for such purposes and activities only:

1. Cleaning, repairing, fueling, storage and otherwise caring for automobiles used in connection with a car rental concession conducted at the Terminal Building of the Sarasota-Bradenton Airport, and office activities in connection therewith
2. The facility may be used as a vehicle turnaround facility and a customer busing operation if approved by AUTHORITY, which approval shall not be unreasonably withheld
3. Sale of used company-owned vehicles, but not as a primary, but rather as an ancillary used to its car rental operations. LESSEE shall not advertise or hold out the premises as a "used car sales lot", and shall not utilize banners, streamers, pennants or the like in any way without AUTHORITY'S express consent.

SECTION 7. OBLIGATIONS OF THE LESSEE

(A) The LESSEE covenants and agrees to observe and obey, and to require its officers, employees, guests, invitees and those doing business with it, to observe and obey such reasonable rules and regulations of the AUTHORITY (including amendments and supplements thereto) for the government of the conduct and operations of the LESSEE and others on the premises as may from time to time during the letting be promulgated by the AUTHORITY for reasons of safety, security, health or sanitation and good order. The obligation of the LESSEE to require such observance and obedience on the

part of its guest, invitees, and business visitors shall remain only while such persons are on the premises.

(B) The LESSEE shall conduct its operation hereunder in an orderly and proper manner, considering the nature of such operations so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport.

(C) The LESSEE shall take all reasonable measures:

1. To reduce to a minimum vibration tending to damage any equipment, structure, building or portion of a building or portion of a building which is on the premises or is a part thereof, or it is located elsewhere on the Airport; and
2. To keep the sound level of its operation as low as possible.

(D) The Lessee shall, within reason, control the conduct, demeanor, and appearance of its employees, invitees, and of those doing business with it and, upon objection from the AUTHORITY concerning the conduct, demeanor and appearance of any such persons, shall immediately take all reasonable steps necessary to remove the cause of objection.

(E) The LESSEE shall remove from the Airport or otherwise dispose of in a manner approved by the Executive Director of the Airport all garbage, debris and other waste materials (whether solid or liquid) arising out of its occupancy of the premises or out of its operations. Any of which may be temporarily stored in the open, shall be kept in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers and to be of a design safely and properly to contain whatever material may be placed therein. The LESSEE shall use extreme care when effecting removal of all such waste.

(F) The LESSEE shall commit no unlawful nuisance, waste or injury on the premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or injury on the premises.

(G) The LESSEE shall not create nor permit to be caused or created upon the premises any obnoxious odors or smokes or noxious gases or vapors. The creation of exhaust fumes by the operation of LESSEE'S internal combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this Paragraph (G).

(H) The LESSEE shall not do or permit to be done anything which may

interfere with effectiveness or accessibility of the drainage and sewage systems, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any installed or located on or in the premises.

(I) The LESSEE shall not overload any floor or paved area on the premises and shall repair any floor, including supporting members, and any paved area damaged by overloading.

(J) The LESSEE shall not do or permit to be done any act or thing upon the premises:

1. which will invalidate or conflict with any fire insurance policies covering the premises or any part thereof or other contiguous premises at the Airport; or
2. which may constitute an extra-hazardous condition to increase the risks normally attendant upon the operations permitted by this Agreement.

(K) The LESSEE shall not keep or store during any 24-hour period flammable liquids within any covered and enclosed portion of the premises in excess of the LESSEE'S working requirements during the said 24-hour period. Any such liquids having a flash point of less than 110 degrees F shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

(L) From time to time and as often as reasonably required by the AUTHORITY, the LESSEE shall conduct pressure, water flow, and other appropriate tests of the fire extinguishing system and apparatus which constitutes a part of the premises.

(M) LESSEE will provide frequency protection within the aviation airground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration for the vicinity of the FAA Remote Receiver facility.

(N) LESSEE will pay all applicable sales taxes, ad valorem taxes and any other taxes or assessments against the demised premises or the leasehold estate. LESSEE reserves the right to contest any such taxes and withhold payment of such taxes, so long as the non-payment of such taxes does not result in a lien against the leased premises or a direct liability on the part of the AUTHORITY. The Lease shall be a net lease with the AUTHORITY receiving rentals free of any indebtedness, incumbrances or liens of any nature whatsoever.

(O) LESSEE shall obtain applicable construction permits from

governing entities whether it be City, County, State or Airport Authority, as said construction permits are required.

(P) LESSEE agrees not to contaminate or pollute the soil of the Premises in any way during the term hereof. At or prior to the conclusion of the lease term LESSEE shall have an environmental study and soil analysis conducted upon the Premises which shall reflect if the soil has been contaminated or polluted in any way. If any such contamination or pollution is present it shall be promptly corrected at LESSEES expense. The firm conducting the site inspection or the site cleanup work (in the event of contamination or pollution), shall be reasonably acceptable to AUTHORITY, and the methodology used by such firm shall be consistent with then current engineering practices and methods required by the State of Florida or the U.S. Government. At AUTHORITY'S request LESSEE shall be required to remove from the Premises any underground storage tanks or underground installation of any nature at the conclusion of the lease term. LESSEE understands and agrees that it is strictly liable for any environmental violation or harm, or any contamination to the soil or the water table under the property, occurring during or arising as a result of LESSEES activities during the term of this lease, and in the event of any violation of this Agreement LESSEE agrees to indemnify and hold harmless AUTHORITY, to promptly correct any such condition, and to vigorously and promptly defend any action resulting from a violation hereunder.

SECTION 8. INGRESS AND EGRESS

(A) The LESSEE, its contractors, suppliers of material and furnishers of services, shall have the right of ingress and egress via appropriate public way to be used in common with others having rites of passage within the Airport, provided that the AUTHORITY may at its expense, from time to time, substitute other means of ingress and egress so long as an alternate adequate means of ingress and egress is available.

(B) The AUTHORITY may at any time temporarily or permanently close or consent to or request the closing of any such roadway, and any other area at the Airport presently or hereafter used as such, so long as a means of ingress and egress reasonably equivalent to that provided in Subparagraph (A) above is concurrently made available to the LESSEE. The LESSEE hereby releases

and discharges the AUTHORITY, its successors and assigns, of and from any and all claims, demands or causes of action which the LESSEE may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any street, roadway, or other area used as such, whether within or outside the Airport, provided that the AUTHORITY makes available to the LESSEE a means of ingress and egress reasonably equivalent to that provided in Subparagraph (A) above.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL PROCEDURES

(A) The LESSEE shall comply with all laws and ordinances and governmental rules, regulations and orders now or at any time during the term of this Lease which as a matter of law are applicable to or which effect the operation of the LESSEE at the premises hereunder.

(B) The obligation of the LESSEE to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of person and property on the premises. Such provision is not to be construed as a submission by the AUTHORITY to the applicator itself of such requirements or any of them.

(C) The LESSEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152 Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE 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.

(D) The LESSEE assures it will require its covered suborganizations to provide assurances to the LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

SECTION 10. CARE, MAINTENANCE AND REPAIR BY THE LESSEE

The Lessee shall throughout the term of this Lease assume the entire responsibility and shall relieve the AUTHORITY from all responsibility for all repair and maintenance whatsoever in the premises, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise, and without

limiting the generality hereof, shall:

(A) Keep at all times in a clean and orderly condition and appearance the premises and all the LESSEE'S fixtures, equipment and personal property which are located in any part of the premises which is open to or visible by the general public.

(B) Provide and maintain all obstruction lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinances, resolutions or regulation of any competent authority.

(C) Repair any damage to the paving or other surface of the premises caused by any oil, gasoline, grease lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.

(D) Take such anti-erosion measures, including but not limited to the planting and replanting of grasses with respect to all portions of the premises not paved or built upon.

(E) Be responsible for the maintenance and repair of all utility service lines except common utilities, if any, including but not limited to service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the premises leased to the LESSEE and used by the LESSEE exclusively.

In the event the LESSEE fails in any material respect pursuant to any reasonable request by the AUTHORITY to commence so to maintain, clean, repair, replace, rebuild or paint (1) within a period of sixty (60) days after receipt of a notice from the AUTHORITY specifying the required work to be accomplished by the LESSEE involving maintenance and/or repair other than preventive maintenance; or (2) within a period of one hundred eighty (180) days after receipt of a notice specifying the work to be accomplished by the LESSEE involving preventive maintenance only; or in the event LESSEE fails in any material respect diligently to continue to completion of the repair, replacement, rebuilding or painting of all the premises required to be repaired, replaced, rebuilt or painted by the LESSEE under the terms of this Agreement, the AUTHORITY may, at its option, and in addition to any other remedies which may be available to it, repair, replace, rebuild or paint

all or any part of the premises included in the said notice and the cost thereof shall be payable by the LESSEE upon demand.

SECTION 11. INSURANCE

The LESSEE shall during the term of this Lease insure and keep insured to the extent of not less than eighty (80%) percent of the insurable replacement value thereof, all building, structures, fixtures and equipment (except fixtures and equipment the title to which is not to be vested in the AUTHORITY) on the premises leased to the LESSEE against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida and also against the following hazards and risks:

(A) Sprinkler leakage - by which is meant damage caused by water or any other substance discharge from any part of the fire protection equipment for the LESSEE'S premises or for adjoining premises; collapse or fall of tanks forming part of such fire protective equipment or the component parts or supports of such tanks.

(B) Damage caused by such perils and hazards as may now or in the future be included under any Boiler and Machinery policy filed with and approved by the Insurance Commissioners of the State of Florida, or if there be no such policy so filed, then reasonable coverage against perils and hazards occasioned by the existence and operation of such boilers, provided that the LESSEE shall be required to maintain such insurance only with respect to such building and structures in which boilers are installed.

All policies of such insurance and renewals thereof shall insure the AUTHORITY and the LESSEE as their interest may appear and shall provide that the loss, if any, shall be adjusted with and payable to the AUTHORITY, except as otherwise provided in Section 12 hereof.

In the event the premises or any part thereof shall be damaged by any casualty against which insurance is carried pursuant to this Section, and if such loss is to be adjusted with and payable to the AUTHORITY, the LESSEE shall promptly furnish to the AUTHORITY such information and data as may be necessary to enable the AUTHORITY to adjust the loss.

The LESSEE covenants and agrees to provide and keep in force a Comprehensive General Public Liability and Property Damage Insurance Policy to

include independent Contractors. Such public liability coverage shall not be less than Three Hundred Thousand (\$300,000.00) Dollars for each person and not less than One Million (\$1,000,000.00) Dollars for each accident and property damage coverage of not less than One Hundred Thousand (\$100,000.00) Dollars indemnifying LESSEE and the AUTHORITY as their interests may appear against public liability and property damage claims and to furnish the AUTHORITY at all times with an appropriate certificate from the insurance carrier showing such insurance to be in force.

The foregoing insurance shall be written by companies authorized to do business in the State of Florida.

The policies or certificates representing said insurance shall be delivered by the LESSEE to the AUTHORITY and each policy or certificate delivered shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon and also an endorsement obligating the insurance company to furnish the AUTHORITY thirty (30) days' notice in advance of the cancellation of the insurance evidenced by said policy or certificate. Renewal policies or certificates shall be delivered to the AUTHORITY at least ten (10) days before the expiration of the insurance which such policies are to renew.

When such policies or certificates have been delivered by the LESSEE to the AUTHORITY as aforesaid and at any time or times thereafter, the AUTHORITY may notify the LESSEE in writing that, in the opinion of the AUTHORITY, the insurance represented thereby does not conform to the provisions of this Section 11, either because of the amount or because of the insurance company or for any other reason; and the LESSEE shall have thirty (30) days following the receipt of any such notice from the AUTHORITY in which to amend and correct the policy or certificate and provide a copy of same to AUTHORITY. If no notice is received from AUTHORITY objecting to the form of the policy or certificate, then the insurance represented thereby shall be deemed to be in accordance with the provisions of this Section 11 until such notice is actually given. All certificates are to name AUTHORITY as an additional insured.

SECTION 12. DAMAGE TO OR DESTRUCTION OF PREMISES

(A) Removal of Debris. If the premises or any part thereof shall be

damage by fire, the elements, the public enemy, or other casualty, the LESSEE shall promptly remove all debris resulting from such damage from the premises, and to the extent, if any, that the removal of debris under such circumstances is covered by insurance, the proceeds thereof shall be made available to the LESSEE for such purpose.

(B) Minor Damage. If the premises, or any part thereof shall be damaged by fire, the elements, the public enemy or other casualty but not rendered untenable or unusable, the premises shall be repaired by LESSEE with due diligence in accordance with the plans and specifications for the premises as they existed prior to such damage by and at the expense of LESSEE and, if such damage is covered by insurance, the proceeds thereof shall be made available to the LESSEE for that purpose.

(C) Major Damage to or Destruction of the Premises. If the premises or any part thereof shall be destroyed or so damaged by fire, the elements, the public enemy or other casualty as to be untenable or unusable, then:

1. The LESSEE shall have an option to make the necessary repairs or replacements for the restoration thereof in accordance with the plans and specifications as the same existed prior to such damage or destruction, provided that the LESSEE within forty-five (45) days after the occurrence of such damage or destruction notifies the AUTHORITY in writing that it elects to exercise its option to make the necessary repairs or replacements. If the LESSEE elects to make such repairs or replacements it shall do so with reasonable dispatch and diligently pursue same to its completion and, if such destruction or damage was covered by insurance, the proceeds thereof shall be paid to the LESSEE.
2. If the LESSEE fails to notify the AUTHORITY in writing of its intention to make the necessary repairs or replacements within the forty-five (45) day period provided in Subparagraph (1) of this subdivision (C), or if within said forty-five (45) day period the LESSEE notifies the AUTHORITY in writing that it does not elect to make such repairs or replacements, then the AUTHORITY may at its election make such repairs and replacements provided that the AUTHORITY notifies the LESSEE of its election to do so within thirty (30) days following the expiration of the said forty-five (45) day period. If the AUTHORITY elects to make such repairs or replacements, it shall do so with reasonable dispatch and without cost to the LESSEE, except that if such destruction or damage was covered by insurance, the proceeds thereof shall be paid to the AUTHORITY.
3. In the event that restoration is made pursuant to either Subparagraphs (1) or (2) of the subdivision (C) of Section 12 hereof, the lease shall expire pursuant to Subparagraph 4 of the subdivision (C) of Section 12 hereof, the rent shall abate from the date of the damage or destruction until the premises have been placed in a usable condition. Such abatement shall be made pursuant to Paragraph (A) of Section 31 hereof.
4. In the event that neither of the two parties elect to make such repairs and replacements, then this lease shall terminate on and the expiration of seventy-five (75) days from the

occurrence of such destruction or damage on all the expiration of thirty (30) days following receipt of notice by the AUTHORITY from the LESSEE that the LESSEE does not elect to repair or replace such damage, with the cost of such damage and any subsequent loss of proceeds of insurance applicable to the damage or destruction (other than the proceeds applicable to debris removal) shall be distributed between the LESSEE and the AUTHORITY as the interests may appear. All interest of the LESSEE shall not exceed its undepreciated investment therein as defined in Section 32. Paragraph (d) thereof; in such event, the payment of rentals shall terminate as of the date of full damage or destruction.

SECTION 13. INDEMNITY

LESSEE shall protect, defend, and hold AUTHORITY completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the leased premises or the acts or omissions of LESSEE'S officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence of the AUTHORITY. The AUTHORITY shall give to LESSEE reasonable notice of any such claim or actions. The LESSEE shall be entitled to select its own counsel, but same shall be subject to approval by AUTHORITY, said approval not to be arbitrarily or unreasonably withheld. The provisions of this Section shall survive the expiration or early termination of this Agreement.

SECTION 14. SIGNS

(A) Except with the prior written approval of the AUTHORITY (which shall not be unreasonably withheld), the LESSEE shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible from outside the premises.

(B) Upon the expiration or termination of the letting, the LESSEE shall remove, obliterate or paint out, as the AUTHORITY may direct, any and all signs and advertising on the premises and, in connection therewith, shall restore the portion of the premises affected by such signs or advertising to the same condition as the same existed prior to the placing thereon of such signs.

or advertising. In the event of a failure on the part of the LESSEE to remove, obliterate or paint out each and every sign or advertising and so to restore the premises and the Airport, the AUTHORITY may perform the necessary work, and the LESSEE shall pay the costs thereof to the AUTHORITY on demand.

SECTION 15. OBSTRUCTION LIGHTS.

The LESSEE shall install, maintain and operate at its own expense such obstruction lights on the premises as the Federal Aviation Administration may direct or as the Airport Manager may reasonably direct, and shall energize such lights daily for a period commencing thirty (30) minutes after sunset and for such other period as may be directed or requested by the Control Tower of the Airport.

SECTION 16. ADDITIONAL RENT AND CHARGES

If the AUTHORITY is required to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the LESSEE to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of any act or omission of the LESSEE contrary to said conditions, covenants and agreement, the LESSEE agrees to pay the sum or sums so paid of the expense so incurred, including all interest, costs, damages and penalties, and the same may be added to any installment of rent thereafter due hereunder and each and every part of the same shall be and become additional rent recoverable by the AUTHORITY in the same manner and

with like remedies as if it were originally a part of the rent as set forth in Section 4 hereof.

SECTION 17. RIGHTS OF ENTRY RESERVE

(A) The AUTHORITY, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the premises for the purpose of inspecting the same, for observing the performance by the LESSEE of its obligations under this Agreement and for the doing of any act or thing which the AUTHORITY may be obligated to have the right to do under this Agreement or otherwise.

(B) Without limiting the generality of the foregoing, the AUTHORITY,

by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own costs and expense, for its own benefit or for the benefit of others than the LESSEE at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the premises during LESSEE'S business hours to make such repairs, replacements or alterations thereto as may, in the opinion of the AUTHORITY, be deemed necessary or advisable and from time to time to construct or install over, in or under the premises such systems or parts thereof and in connection with such maintenance to use the premises for access to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights of access, repair, or alteration of such systems, the AUTHORITY shall not unreasonably interfere with the actual use and occupancy of the premises by the LESSEE and upon completion thereof restore premises to original condition.

(E) In the event that any personal property of the LESSEE shall obstruct the access of the AUTHORITY, its officers, employees, agents or contractors to any of the existing or future utility, mechanical, electrical and other system and thus shall interfere with the inspection, maintenance or repair of any such system, the LESSEE shall move such property, as directed by the AUTHORITY, in order that access may be had to the system or part thereof for its inspection, maintenance or repair, and if the LESSEE shall fail to do so remove such property after direction from the AUTHORITY to do so, the AUTHORITY may move it and the LESSEE hereby agrees to pay the cost of such moving upon demand.

(F) At any time and from time to time during the ordinary business hours within the six (6) months next preceding the expiration of the letting, the AUTHORITY, by its agents and employees, whether or not accompanied by prospective LESSEE, occupiers or users of the premises shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same and during such six-month period the AUTHORITY may place and maintain on the premises the usual "To Let" signs, which sign the LESSEE shall permit to remain without molestation.

(G) If during the last month of the letting, the LESSEE shall have removed all or substantially all of its property from the premises, the AUTHORITY may immediately enter and alter, renovate and redecorate the

premises.

(F) The exercise of any or all the foregoing rights by the AUTHORITY or others shall not be or be construed to be an eviction of the LESSEE nor make the grounds for any abatement or rental for any claim or demand for damages, consequential or otherwise.

SECTION 18. ASSIGNMENT OR SUBLEASE.

(A) The LESSEE covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, or sublet the premises covered by this Lease or any part thereof without the prior written consent of the AUTHORITY, which consent will not be unreasonably or arbitrarily withheld.

(B) If, without the prior written consent of the AUTHORITY, the LESSEE assigns, sells, conveys, transfers, mortgages, pledges or sublets in violation of Subdivision (A) of this Section, or the premises are occupied by anybody other than the LESSEE, the AUTHORITY may collect rent from any assigns, sublessee or anyone who claims a right to the Agreement or letting or who occupies the premises, and the AUTHORITY shall apply the net amount collected to the rental herein reserved; but no such collection shall be deemed a waiver by the AUTHORITY of the covenants contained in Subdivision (A) of this Section or any acceptance by the AUTHORITY of any such assignee or sublessee.

SECTION 19. TERMINATION BY THE AUTHORITY

(A) LESSEE shall be deemed in default of this Agreement if any one or more of the following events shall occur:

1. The LESSEE shall take the benefit of any present or future insolvency statute or shall make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy Laws or under any other law or statute of the United States or any State thereof, or consent to the appointment of a receiver, trustee or
2. By order or decree of a court the LESSEE shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or, if the LESSEE is a corporation, by any of the stockholders of the LESSEE, seeking its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy Laws or under any law or statute of the United States or of any State thereof provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any motion for annulment shall be

and become null, void, and of no effect; or

3. By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all the property of the LESSEE, and such possession or control shall continue in effect for a period of sixty (60) days; or
4. The LESSEE shall voluntarily abandon, desert or vacate the premises or discontinue its operation at the Airport; or
5. Any lien is filed against the premises because of any act or omission of the LESSEE and is not removed or adequately secured by bond or otherwise, within ninety (90) days after the LESSEE has received notice thereof; or
6. The LESSEE shall fail duly and punctually to pay the rentals or to make any other payment required hereunder when due to the AUTHORITY, and shall continue in its failure to pay rentals or to make any other payments required hereunder for a period of ten (10) days after receipt of written notice by it from the AUTHORITY to make such payments; or
7. The LESSEE shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed or observed within forty-five (45) days after receipt of notice of default thereunder from the AUTHORITY (except where fulfillment of its obligations requires activity over a period of time and the LESSEE shall have commenced to perform whatever may be required for fulfillment within forty-five (45) days after receipt of notice and continues such performance without interruption and except where fulfillment is prevented by causes beyond its control).

Upon the occurrence of any such event or at any time thereafter during the continuance thereof, the AUTHORITY may, by written notice, terminate the rights of the LESSEE hereunder and this letting, such termination to be effective upon the date specified in such notice; or,

(B) LESSEE agrees to pay, in the event of default under the terms hereof, all costs, expenses and reasonable attorney's fees incurred in the collection of any rents or other sums due hereunder or in the enforcement by the AUTHORITY in any of the terms, covenants, and conditions hereof, or any regarding the premises, including those costs, expenses and reasonable attorney's fees incurred in appellate proceedings, provided that AUTHORITY prevails in any such legal proceedings.

(C) No acceptance by the AUTHORITY of rental, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by the LESSEE shall be deemed a waiver of any right on the part of the AUTHORITY to terminate the letting

(D) No waiver by the AUTHORITY of any default on the part of the LESSEE in performance of any of the terms, covenants, or conditions hereof to be performed, kept, or observed by the LESSEE shall be or be construed to be a waiver by the AUTHORITY of any other subsequent default in performance of any of the said terms, covenants and conditions.

(E) The rights of termination described above shall be in addition to any other rights of termination provided in this Agreement and in addition to any rights and remedies that the AUTHORITY would have a law or in equity consequent upon any breach of this Agreement by the LESSEE and the exercise by the AUTHORITY of any right of termination shall be without prejudice to any other such rights and remedies.

(F) Upon the happening of any event of default, the AUTHORITY may, at its option, pursue any one or more of the following: (1) terminate the term of this Lease Agreement and the same shall end as if terminated by lapse of time and AUTHORITY may re-enter and take possession of the demised premises and all improvements thereon and all furniture, furnishings, fixtures and equipment therein, or (2) terminate LESSEE'S right to possession and occupancy of the demised premises without terminating the term of this Lease Agreement and in that event the same shall be effective as of the date of written notice of AUTHORITY'S election given to LESSEE at any time after the date of such event of default, or (3) take any other action permitted by law.

Upon any termination of the said terms, whether by lapse of time or otherwise; or upon any termination of LESSEE'S right to possession or occupancy of said premises without terminating said terms, LESSEE shall promptly surrender possession and vacate said premises and LESSEE hereby grants to AUTHORITY full and free license to enter into and upon the said premises and the improvements situate thereon in such event without process of law and to expel and remove LESSEE and others who may be occupying said premises and to remove therefrom any and all property, using such force as may be necessary, and AUTHORITY shall not be guilty of or liable for trespass, eviction, or for the entry of detainer and said shall be without relinquishing AUTHORITY'S right to re-enter any other right given to AUTHORITY hereunder or by operation of law

Except as hereinafter otherwise expressly set forth, LESSEE hereby waives service of any demand for the payment of any rent or notice to terminate the tenancy or demand for possession of the premises, or to re-enter the premises, including any and every form of demand and notice prescribed by any statute or other law.

(G) In the event that at any time during the term of the Agreement, LESSEE'S privileges to operate an automobile rental concession at the Sarasota-Bradenton Airport shall be withdrawn, canceled or not renewed, AUTHORITY shall terminate the Lease upon the expiration or other termination of the aforementioned automobile rental Concession Agreement; and shall promptly purchase or cause to be purchased from LESSEE, all of the fixed improvements constructed in accordance with Section 2 hereof at a cash price equal to LESSEE'S actual cost computed as provided in Section 32 (J) hereof, less straight-line depreciation over the term of this Lease, to the nearest complete month of the term then elapsed under this Agreement.

In the event the AUTHORITY has terminated this Lease for default, AUTHORITY shall have no obligation to purchase or cause to be purchased any portion of LESSEE'S property or improvements.

SECTION 20. REMEDIES TO BE NON-EXCLUSIVE

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the AUTHORITY or the LESSEE at law or in equity and the exercise of any remedy or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

SECTION 21. SURRENDER.

The LESSEE covenants and agrees to yield and deliver peacefully to the AUTHORITY possession of the premises on the date of cessation of the letting, whether such cessation be by termination, expiration or otherwise, promptly and in good condition as at the commencement of the letting, reasonable wear and tear excepted.

SECTION 22. ACCEPTANCE OF SURRENDER OF LEASE.

No agreement to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of the AUTHORITY. Except as expressly provided in this Section, neither the doing of nor any omission to do any act or thing by any of the officers, agents or employees of the AUTHORITY shall be deemed an acceptance of a surrender of the letting of this Agreement.

SECTION 23. REMOVAL OF PROPERTY.

The LESSEE shall have the right at any time during the letting to remove its equipment, inventories, removable fixtures and other personal property from the premises. If the LESSEE shall fail to remove its property within ten (10) days after the termination or expiration of the letting, the AUTHORITY may remove such property to a public warehouse for deposit, or retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale; second to any sums owed by the LESSEE to the AUTHORITY with any balance remaining to be paid to the LESSEE; if the expenses of such removal, storage and sale exceed the proceeds of sale, the LESSEE shall pay such excess to the AUTHORITY upon demand.

SECTION 24. LIMITATION OF RIGHTS AND PRIVILEGES GRANTED.

No greater rights or privileges with respect to the use of the Airport or any part thereof are granted or intended to be granted to the LESSEE by this Agreement or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

SECTION 25. NOTICES.

Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours or forwarded to him or to the party at such address by registered mail. The LESSEE shall from time to time designate, in writing, an office within Sarasota or Manatee County, Florida, and officer or representative whose

regular place of business is at such office upon whom notices and requests may be served.

Until further notice, the AUTHORITY designates the Chairman of the Sarasota-Manatee Airport Authority, Sarasota County, Florida, and the LESSEE designates its President as their officers upon whom notices and requests may be served, and the AUTHORITY designates its office at 6000 Airport Circle, Sarasota, Florida, 34243, and the LESSEE designates its office at 13501 NW 49th Street, Suite 100, Ft. Lauderdale, FL 33309, as their respective offices where notices and requests may be served. The notices herein required to be served shall be deemed effective and served as of the date of the registered mailing thereof.

SECTION 26. OTHER CONSTRUCTION BY THE LESSEE

Except as otherwise expressly provided herein, the LESSEE shall not erect any structure, make any improvements or do any other construction work on the premises or alter, modify or make additions, improvements or repairs to or replacements of any structure, build at any time during the letting or install any fixtures (other than trade fixtures removable without material damage to the freehold, any such damage to be immediately repaired by the LESSEE) without the prior written approval of the AUTHORITY which approval shall not be unreasonably withheld. In the event any construction, improvement, alteration, modification, addition, repair or replacement is made without such approval, the AUTHORITY upon reasonable notice to do so, the LESSEE shall remove the same or at the option of the AUTHORITY cause the same to be changed to the satisfaction of the AUTHORITY. In the case of any failure on the part of the LESSEE to comply with such notice, the AUTHORITY may effect the removal or change, and the LESSEE shall pay the cost thereof to the AUTHORITY.

SECTION 27. PLACE OF PAYMENTS

All payments required by the LESSEE by this Agreement shall be made at the office of the Sarasota-Manatee Airport Authority, 6000 Airport Drive, Sarasota, Florida, 34243 or to such other office or address as may be substituted, therefore.

SECTION 28. CONSTRUCTION AND APPLICATION OF TERMS.

The section and paragraph headings in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

SECTION 29. NON-LIABILITY OF INDIVIDUALS.

No Commissioner, Director, Officer, agent or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provisions of this Agreement or of any supplement, modification or amendment to this Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

SECTION 30. SERVICES TO THE LESSEE.

The AUTHORITY will provide at the property line of the premises telephone, water, electric and sewage services to the LESSEE, provided LESSEE make such meter installations, pipeline installations, and connections at the premises line. Utilities provided by the AUTHORITY shall be paid for at fair, reasonable and nondiscriminatory rates by the LESSEE.

All metering devices installed by the AUTHORITY for such utilities shall be installed at the cost of the LESSEE and shall become the property of the AUTHORITY upon installation.

All connection fees or tap fees payable to any entity providing utility service shall be payable by LESSEE.

All utility mains installed by the AUTHORITY or by the LESSEE herein on other than the demised premises shall become the property of the AUTHORITY upon installation.

The AUTHORITY shall not be obligated to perform or furnish any other services whatsoever in connection with the premises or any services at any time while the LESSEE shall be in default hereunder, after the period if any, herein granted to cure such default shall have expired.

The AUTHORITY shall be under no obligation to supply services if and to the extent and during any period that the supplying of any such services or the use of any component necessary therefore shall be prohibited or restricted by any Federal, State or Municipal law, rule, regulation, requirement, order or

direction, and if the AUTHORITY deems it in the public interest to comply therewith provided that such law, rule, regulation, requirement, order or direction is mandatory on the AUTHORITY.

No failure, delay or interruption in supplying agreed services (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of the LESSEE or grounds for any diminution or abatement of rental of (unless resulting from the negligence or willful failure of the AUTHORITY) shall be grounds for any claim by the LESSEE for damages, consequential or otherwise.

SECTION 31. ABATEMENT.

(A) If at any time the LESSEE shall become entitled to an abatement of rental by the provisions of this Agreement or otherwise, the abatement of rental shall be made on an equitable basis giving effect to the amount and character of the space, the use which is denied the LESSEE is compared with the entire premises.

(B) If the AUTHORITY shall, for safety or other reasons, prohibit the use of the Public Landing Area at the Airport or of any substantial part thereof for a period covering more than thirty (30) consecutive days and the LESSEE shall thereby be prevented from conducting those operations at the Airport enumerated in Section 6 hereof, then upon the occurrence of such event, the LESSEE shall be entitled to an abatement of rental as defined herein during such period of prohibition and prevention. The LESSEE hereby releases and discharges the AUTHORITY of and from all claims and rights which the LESSEE may have arising out of or consequent upon such closing and the subsequent interrupted use of such Public Landing Area or part thereof during the period of prohibition.

SECTION 32. DEFINITIONS.

The following terms, when used in the Agreement, shall, unless the context shall require otherwise, have the respective meanings given below:

- (A) "Airport" shall mean the land and premises in the Counties of Sarasota and Manatee, State of Florida, upon which the AUTHORITY operates the Sarasota-Bradenton Airport.
- (B) "Agreement" or "Lease" shall mean this Agreement of Lease, including any supplements, modifications or amendments thereof.
- (C) "Letting" shall mean the letting under this Agreement for the original term stated herein.
- (D) "New Passenger Terminal" shall mean the new Air Carrier Terminal which is the subject of the Development of Regional Impact approved by the City and County of Sarasota in 1985.
- (E) "Premises" shall mean and include the land, building, structures and other improvements located or to be located or to be constructed therein or thereon, the equipment permanently affixed or permanently located therein, such as electrical, plumbing, sprinkler fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures and all paving, drains, culverts, ditches and catch-basins.
- (F) "Public Landing Area" shall mean the area of land at the Airport, including runways, taxiways and the areas between and adjacent to runways and taxiways, designated and made available from time to time by the AUTHORITY for aircraft landing and taking-off.
- (G) "Public Ramp and Apron Area" shall mean the area adjacent to the Public Landing Area designated and made available from time to time by the AUTHORITY for the common use for the loading or unloading of passenger or cargo to or from aircraft using the Public Landing Area.
- (H) "Runways" (including approaches thereto) shall mean the portion of the Airport used for the purpose of landing and taking-off of aircraft.
- (I) "Taxiways" shall mean the portion of the Airport used for the purpose of ground movement of aircraft to, from and between the runways, the public ramps and apron area, the aircraft parking and storage space and other portions of the Airport (not including, however, any taxiways the exclusive use which is granted to the LESSEE or any other person by lease, permit or otherwise).
- (J) The LESSEE'S "Investment in the premises" shall be equal to those expenses incurred by LESSEE in constructing the initial facilities, pursuant to Section 2 hereof, as well as such expenses incurred by LESSEE in constructing any additional facilities, pursuant to Sections 5 and 26 hereof.

SECTION 33. ENTIRE AGREEMENT.

This Agreement consists of the following:

Section 1 to 33, both inclusive, it constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the AUTHORITY and the LESSEE. The LESSEE agrees that no representations or warranties shall be binding upon the AUTHORITY unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written:

**Approve as to Form and
Legal Sufficiency for Authority**

Signature

Name

Title

Date

**SARASOTA MANATEE AIRPORT AUTHORITY
an Independent Special District existing
under the Laws of the State of Florida**

Signature

Name

Title

Date

WITNESS for Lessee

Ryan Horton

Signature
Ryan Horton

Name
Jr Airport Relations Analyst

Title
12/18/24

Date

**SIXT RENT A CAR, L.L.C., a Limited Liability
Company existing under the Laws of the State
of Delaware**

Thom. C. Korman

Signature
Thom. C. Korman

Name
President

Title
12/18/24

Date

EXHIBIT A
PREMISES

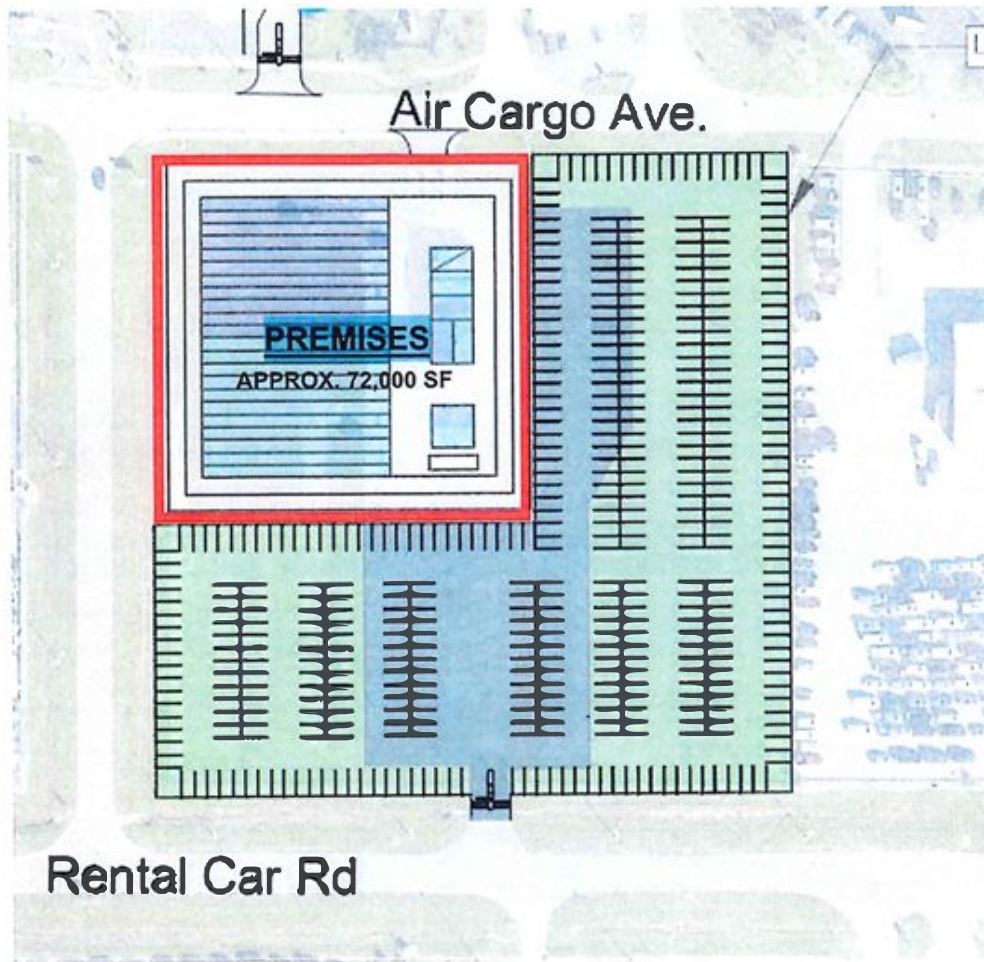


EXHIBIT A
PREMISES



EXHIBIT B
LESSEE'S IMPROVEMENTS

Sixt has prepared the below scope of work for our capital investment which will cost approximately \$807,500.00 total.

- Trailer/Modular Building for QTA
- 8x8 Customer Booth for Ready/Return
- Lobby Buildout with 3 positions, tile flooring, connect track, and back wall
- Car Port Canopy with Para wash Reclaim system
- Concrete pad for car wash area
- Concrete pad for customer service booth
- Electrical and Data conduit and cabling for the Lobby, Booth, and QTA lot
- Minimal site work for QTA utilities
- Architectural and Engineering
- Fencing of QTA

EXHIBIT C
AUTHORITY IMPROVEMENTS

SABAROTTA BRADENTON INTERNATIONAL AIRPORT

OVERFLOW LOT A

ENGINEER'S ROUGH ORDER OF MAGNITUDE COST ESTIMATE

CELL PHONE LOT

Feb-24

ROM COST ESTIMATE - OVERFLOW LOT A					
Item	Description	Unit	Quantity	Unit Price	Extended Total
1	Construction Layout Surveying	LS	1	\$15,000.00	\$15,000.00
2	Maintenance of Traffic	LS	1	\$10,000.00	\$10,000.00
3	Temporary Water Pollution, Soil Erosion, and Siltation Control	LS	1	\$20,000.00	\$20,000.00
4	Verification of Existing Underground Utilities	LS	1	\$10,000.00	\$10,000.00
5	Miscellaneous Utility Removal	LS	1	\$30,000.00	\$30,000.00
6	Stripping	LS	1	\$20,000.00	\$20,000.00
7	Clearing and Grubbing	LS	1	\$75,000.00	\$75,000.00
8	Unclassified Excavation	CY	1,333	\$20.00	\$26,666.67
9	Embankment	CY	500	\$15.00	\$7,500.00
10	Subgrade Stabilization, 12-inch Depth	SY	7,778	\$10.00	\$77,777.78
11	Crushed Aggregate Base Course, 12-inch Depth	SY	7,778	\$22.00	\$171,111.11
12	Asphalt Concrete Pavement	TON	1,011	\$208.00	\$210,222.22
13	Pavement Marking	LS	1	\$10,000.00	\$10,000.00
14	Drainage Improvement Work (Including Structures, Pipes, Materials, and other Appurtenances) In-Place	LS	1	\$150,000.00	\$150,000.00
15	Utility Modification and Improvements	LS	1	\$50,000.00	\$50,000.00
16	Site Lighting	LS	1	\$100,000.00	\$100,000.00
17	Add any extra items as needed	LS	1	\$200,000.00	\$200,000.00
Cell Phone Lot					\$1,175,278

BAC Allocation _____ .25

Estimated Cost \$233,819.50

**FIRST AMENDMENT TO AGREEMENT OF LEASE
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
SIXT RENTACAR, L.L.C.**

This First Amendment is entered into this 27th day of January, 2025, by and between the SARASOTA MANATEE AIRPORT AUTHORITY, an independent Special District existing under the laws of the State of Florida (herein referred to as "Authority"), and SIXT RENTACAR, L.L.C., a corporation existing under the laws of the State of Delaware and authorized to do business in the State of Florida (herein referred to as "Lessee"), collectively hereinafter referred to as the "Parties".

RECITALS

- A. Authority executed an Agreement of Lease (herein referred to as "Lease") with Lessee on January 27, 2025, with a Lease expiration date of September 30, 2027.
- B. The leased premises consist of approximately Seventy-Two Thousand (72,000) square feet of ground for GFA Service Center at the Sarasota Bradenton International Airport ("Airport") upon which paving, building, and other improvements have been constructed.
- C. The Lessee and Authority entered into a separate Tenant Rental Car Concession and Lease Agreement effective January 27, 2025. Article 2.3 of that agreement obligates the Lessee to lease land from the Authority at fair market value for a service facility. This first Amendment continues that service facility lease to the same ending date as the Tenant Rental Car Concession and Lease Agreement, September 30, 2027.

NOW THEREFORE in consideration of the premises, mutual covenants and agreements as set forth hereinafter, Authority and Lessee agree as follows:

Effective January 27, 2025, **Section 1, Letting, paragraph (A)**, of the Lease dated January 27th, 2025, is hereby amended to also include the improvements currently on or to be constructed on the leased premises by Lessee and Authority (paving, drainage, landscaping, fencing, and gates, car wash, office, canopy,) but not including the trade fixtures and personal property of Lessee. These improvements are described in Exhibit B, attached to and made a part of this Lease.

The Authority delivers said Premises in "AS IS" condition and implies no further warranties or representations with regard to such.

4.4 Failure to Pay Rentals, Fees or Charges

In the event Lessee fails to make timely payment of any rent, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the maximum rate allowed by law shall accrue against the delinquent payment from the date due until the date payment is received by Authority. Notwithstanding the foregoing, Authority shall not be prevented from terminating this Lease for default in the payment of fees, charges, and payments due to Authority, pursuant to this Lease, or from enforcing any other provisions contained herein or implied by law.

4.5 Service Charge for Worthless Check

In the event Lessee delivers a worthless check or draft to Authority in payment of any obligation arising under this Lease, Lessee shall incur a service charge of Twenty Dollars (\$20.00) or nine percent (9%)

of the face amount of such check, whichever is greater, or, if Florida Statute § 682.07 is amended, such other fee as shall be set by said statute.

4.6 Revenue Reports and Payments

Lessee shall pay all rents, fees, charges and billings required by this Lease to the following address:

Sarasota Manatee Airport Authority
Finance Department
6000 Airport Circle, Third Floor
Sarasota, Florida 34243-2105

All reports and other correspondence should be addressed as indicated in the Article hereof entitled, "Notices and Communications."

Except as specifically modified herein, all other terms, conditions, covenants, rights and obligations of the Lease dated January 27, 2025, shall remain in full force and effect.

IN WITNESS WHEREOF, Authority and Lessee have executed this First Amendment to the Agreement of Lease dated, January 27, 2025, the day and year first written above.

**Approve as to Form and
Legal Sufficiency for Authority**

Signature _____
Name _____
Title _____
Date _____

**SARASOTA MANATEE AIRPORT AUTHORITY
an Independent Special District existing
under the Laws of the State of Florida**

Signature _____
Name _____
Title _____
Date _____

WITNESS for Lessee

Signature Ryan Horton
Name RYAN HORTON
Title Sr. Airport Relations Analyst
Date 12/18/24

**SIXT RENT A CAR, L.L.C., a Limited Liability
Company existing under the Laws of the State
of Delaware**

Signature [Signature]
Name Dennis C. Leonard
Title President
Date 12/18/24

**SEVENTH AMENDMENT
TO
AGREEMENT OF LEASE -LAND, RENTAL CAR SERVICE FACILITY
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
SIXT RENT A CAR, L.L.C.**

This Seventh Amendment is entered into this 27th day of January 2025, by and between the SARASOTA MANATEE AIRPORT AUTHORITY, an independent Special District existing under the laws of the State of Florida (hereinafter the "Airport Authority"); and SIXT RENT A CAR, L.L.C., a corporation existing under the laws of the State of Delaware and authorized to do business in the State of Florida (hereinafter the "Lessee"), collectively hereinafter referred to as the "Parties".

RECITALS

WHEREAS, the Parties entered into that certain Agreement of Lease - Land, Rental Car Service Facility, dated January 27, 2025, expiring September 30, 2027 (hereinafter the "Agreement of Lease"); and

NOW THEREFORE for and in consideration of the above recitals and the premises, privileges, terms, covenants, and conditions set forth in the Agreement of Lease, as previously amended, the Parties hereto agree to further amend the Agreement of Lease as follows:

Section 4.1, Rent for Leasehold Improvements for the Term. Section 4.1, Rent for Authority constructed Leasehold Improvements, for the Term, of the Agreement of Lease, is hereby deleted in its entirety, and replaced with the following Article:

The Leasehold Improvement Rent due throughout the Term of the Agreement of Lease, as amended, shall be Thirty Cents (\$0.30) per square foot per annum, for approximately Seventy-Two Thousand (72,000) square feet of land, or Twenty-One Thousand, Six Hundred Dollars (\$21,600) per year, plus applicable state of Florida Sales tax, payable to the Authority in equal monthly installments, in advance, on or before the first (1st) day of each month throughout the Term of this Agreement of Lease, as amended in the amount of One Thousand, Eight Hundred Dollars (\$1,800) per month, plus applicable State of Florida sales tax. The First monthly installment of Land Rent for the Premises shall be due to the Authority on the same day the Premises are turned over to the Lessee for construction.

Section 4.2, Land Rent for the Term. Section 4.2, Land Rent for the Term of the Agreement of Lease, is hereby deleted in its entirety, and replaced with the following Article:

The Land Rent due throughout the Term of the Agreement of Lease, as amended, shall be Eighty-One Cents (\$0.81) per square foot per annum, for approximately Seventy-Two Thousand (72,000) square feet of land, or Fifty-Eight Thousand, Three hundred Twenty Dollars (\$58,300) per year, plus applicable state of Florida Sales tax, payable to the Authority in equal monthly installments, in advance, on or before the first (1st) day of each month throughout the Term of this Agreement of Lease, as amended in the amount of Four Thousand, Eight Hundred Sixty Dollars (\$4,860) per month, plus applicable State of Florida sales tax. The First monthly installment of Land Rent for the Premises shall be due to the Authority on the same day the Premises are turned over to the Lessee for construction.

Except as specifically modified herein, all other terms, covenant, and conditions, rights, and obligation of the Agreement of Lease, dated January 27, 2025, as previously amended, shall remain unchanged and in full force and effect throughout the Term of the Agreement of Lease, as herein amended.

IN WITNESS THEREOF, the Parties have executed this Seventh Amendment to the Agreement of Lease = Land, Rental Car Service Facility, dated January 27, 2025, as previously amended, as of the day and year first written above.

**Approve as to Form and
Legal Sufficiency for Authority**

Signature

Name

Title

Date

**SARASOTA MANATEE AIRPORT AUTHORITY
an Independent Special District existing
under the Laws of the State of Florida**

Signature

Name

Title

Date

WITNESS for Lessee

Ryan Horton

Signature
RYAN HORTON

Name
Sr. Airport Relations Analyst

Title
12/18/24

Date

**SIXT RENT A CAR, L.L.C., a Limited Liability
Company existing under the Laws of the State
of Delaware**

[Signature]

Signature
Thom Clement

Name
President

Title
12/18/24

Date

AGENDA ITEM NO. 6.5

**SARASOTA MANATEE AIRPORT AUTHORITY
JANUARY 27, 2025, MEETING
STAFF NARRATIVE**

REQUEST FOR APPROVAL: #B-250003

AUTOMATIC BI-PART DOORS FOR MAIN TERMINAL

EXECUTIVE SUMMARY: Staff requests Board approval of a contract award to Parker Glass & Door Service to provide for an experienced and qualified firm capable of providing the technical, administrative skills, and installation expertise in replacing the twenty-one (21) sets of Automatic Bi-Part Doors for the Main Terminal.

NARRATIVE: Staff assembled a bid package to secure the services of an experienced and qualified firm capable of providing the technical, administrative skills, and installation expertise in replacing twenty-one (21) Automatic Bi-Part Doors for the Main Terminal.

In accordance with Authority policy, a Request for Bid (#B-250003) was publicly noticed through the Bradenton Herald and Sarasota Herald Tribune. The Proposal was distributed on October 02, 2024, through Onvia/DemandStar to notify 71 suppliers. There were 8 firms that requested and downloaded solicitation documents for this project. A Non-Mandatory Pre-Bid conference was held on November 06, 2024. On November 21, 2024, Purchasing received two (2) responses.

After a thorough Committee review of all bids, Parker Glass & Door Service, was deemed as the lowest, responsive, responsible bidder meeting all specification requirements. This was a budgeted Fiscal Year 25 project for \$352,000. The winning bid was for \$352,000.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve the award of the Automatic Bi-Part Door Replacement Roof for the Main Terminal to Parker Glass & Door Service in the amount of \$352,000. Staff also requests authorization to prepare any and all documents necessary to implement this action.

AGENDA ITEM NO. 7.1

**SARASOTA MANATEE AIRPORT AUTHORITY
JANUARY 27, 2025, MEETING
STAFF NARRATIVE**

REQUEST FOR APPROVAL: #P-250004

LOADING BRIDGE REPLACEMENT 60 TON PCA UNITS

EXECUTIVE SUMMARY: Staff requests Board approval of a contract award to ITW GSE to provide for an experienced and qualified firm capable of providing the technical, administrative skills, and installation expertise in replacing six (6) of the current Loading Bridge PCA units for Concourse B.

NARRATIVE: Staff assembled a bid package to secure the services of an experienced and qualified firm capable of providing the technical, administrative skills, and installation expertise in replacing six (6) Loading Bridge Precondition Air (PCA) units for Concourse B.

In accordance with Authority policy, a Request for Proposal (#P-250004) was publicly noticed through the Bradenton Herald and Sarasota Herald Tribune. The Proposal was distributed on October 02, 2024, through Onvia/DemandStar to notify 539 suppliers. There were 17 firms that requested and downloaded solicitation documents for this project. A Non-Mandatory Pre-Bid conference was held on November 07, 2024. There were two Addendums issued for further clarification for this project. On November 22, 2024, Purchasing received three (3) responses.

After a thorough Committee review of all proposals, ITW GSE. was deemed as the lowest, responsive, responsible bidder meeting all specification requirements. This was a budgeted Fiscal Year 25 project for \$591,828. The winning bid was for \$710,268.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve the award of the Loading Bridge Replacement 60 Ton PCA Units for Concourse B to ITW GSE in the amount of \$710,268. Staff also requests authorization to prepare any and all documents necessary to implement this action.

Attachment: Bid Tabulation Sheet

Sarasota Manatee Airport Authority
Balance Sheet
Tuesday, December 31, 2024

Assets*Current Assets*

Cash & Investments	\$17,702,528
Accounts Receivable	2,085,162
Grants Receivable	26,613,782
Inventory	352,154
Prepaid Insurance	113,772
Prepaid Expense & Other Assets	1,824,151
<i>Total Current Assets</i>	<u>48,691,549</u>

Non-Current Assets

<i>Customer Facility Funds</i>	28,820,264
<i>Passenger Facility Funds</i>	1,020,629
Airport Facilities & Equipment	383,602,489
Accumulated Depreciation	(231,416,073)
Intangible Assets, net	268,511
Construction in Progress	189,349,707
<i>Total Non-Current Assets</i>	<u>371,645,528</u>

Total Assets**\$420,337,077****Deferred Outflow of Resources - Pension****5,278,454****Liabilities and Net Position***Current Unrestricted Liabilities*

Accounts Payable	1,852,829
Unearned Income	1,156,827
Accrued Expenses & Other Liabilities	1,573,715
Line of Credit	5,000,000
<i>Total Unrestricted Liabilities</i>	<u>9,583,372</u>

Non-Current Liabilities

Net Pension Liabilities	7,180,767
<i>Total Non-Current Liabilities</i>	<u>7,180,767</u>

Total Liabilities**16,764,139****Deferred Inflow of Resources - Pension****1,641,067****Net Position**

Net Assets	402,261,442
Current Profit Account	4,948,883

Total Net Position**407,210,326**

AGENDA ITEM 8.1

Sarasota Manatee Airport Authority
Budget/Year to Date Actual
For the Period Ending Tuesday, December 31, 2024

	<i>This Month This Year</i>	<i>Total Budget</i>	<i>Year to Date This Year</i>	<i>Budget Less Actual YTD</i>	<i>Actual YTD %</i>
<i>Airline Rentals, Fees and Charges</i>					
Landing Fees - Signatory	\$236,107	\$2,532,655	\$574,141	\$1,958,514	22.7%
Landing Fees - Nonsignatory	30,304	270,140	60,876	209,264	22.5%
Landing Fees - Nonscheduled	0	0	1,264	(1,264)	0.0%
Preferential Apron Fees	0	0	0	0	0.0%
Concourse Circulation	638,755	5,077,737	1,927,586	3,150,151	38.0%
Baggage Claim Area	116,955	1,424,778	353,041	1,071,737	24.8%
Gate Use Fees - Signatory	63,840	341,153	132,720	208,433	38.9%
Terminal and Gate Fees - Nonsignatory	205,148	1,908,704	421,551	1,487,153	22.1%
Airline Terminal Rent - Signatory	212,019	6,395,864	631,325	5,764,539	9.9%
Airline Terminal Rent - Nonsignatory	5,320	63,136	15,959	47,177	25.3%
Total Airline Revenues	1,508,449	18,014,167	4,118,463	13,895,704	22.9%
<i>Non-Airline Revenue</i>					
Air Cargo Facility	22,249	49,500	64,103	(14,603)	129.5%
Subtotal	22,249	49,500	64,103	(14,603)	129.5%
<i>Airfield</i>					
Fuel Flowage Fees	23,029	603,500	146,462	457,038	24.3%
Ground Lease Airfield	32,457	376,322	100,971	275,351	26.8%
T-Hangar Facilities	98,101	1,150,000	297,690	852,310	25.9%
Fixed Base Operators - Rent	79,481	1,058,337	238,442	819,895	22.5%
Fuel Service - ASIG	7,000	95,000	20,999	74,001	22.1%
Customs	11,950	0	24,450	(24,450)	0.0%
Subtotal	252,018	3,283,159	829,014	2,454,145	25.3%
<i>Terminal Building</i>					
RAC Counter Space	27,025	208,800	81,075	127,725	38.8%
Other Terminal Rents	36,857	600,000	99,643	500,357	16.6%
Advertising	46,142	474,000	134,936	339,064	28.5%
Restaurant Services	61,377	1,981,000	153,559	1,827,441	7.8%
Gift Shop	121,125	1,395,000	272,718	1,122,282	19.5%
Miscellaneous	208	2,000	499	1,501	24.9%
Vending	2,683	30,000	7,002	22,998	23.3%
Subtotal	295,417	4,690,800	749,432	3,941,368	16.0%
<i>Terminal Area</i>					
Car Rental %	807,003	11,411,000	2,314,774	9,096,226	20.3%
Auto Parking	816,555	9,631,000	2,603,416	7,027,584	27.0%
Ground Transportation	68,227	803,000	174,068	628,932	21.7%
Fuel Flowage Fees - Menzies	103,653	1,080,000	189,376	890,624	17.5%
RAC Ready Car Spaces	8,820	85,320	26,460	58,860	31.0%
Parking Stickers/Hang Tags	3,827	80,000	7,681	72,319	9.6%
Taxi Cab Service	5,663	88,000	14,259	73,741	16.2%
RAC Buildings Land Rent	50,291	718,952	150,873	568,079	21.0%
Subtotal	1,864,039	23,897,272	5,480,907	18,416,365	22.9%
<i>Non-Aviation Area</i>					
University Self Storage Income	30,041	525,000	117,200	407,800	22.3%
Buildings - Non-Aviation	38,445	466,177	115,335	350,842	24.7%
Common Area Maint - Comm Parke	500	7,500	1,500	6,000	20.0%
Land - Non-Aviation	46,616	368,130	139,403	228,727	37.9%
Subtotal	115,602	1,366,807	373,439	993,368	27.3%
Total Operating Revenue	4,057,774	51,301,705	11,615,358	39,686,347	22.6%
<i>Investment Income + Other Income</i>					
<i>Investment Income</i>					
Interest Earned - Operating	128,017	1,641,763	448,119	1,193,644	27.3%
Interest Earned - Other	0	0	0	0	0.0%
Subtotal	128,017	1,641,763	448,119	1,193,644	27.3%
<i>Other Income</i>					
Passenger Facility Charges	1,072,964	9,087,000	1,101,000	7,986,000	12.1%
Customer Facility Charges	912,621	10,920,975	2,256,283	8,664,692	20.7%
Grant Revenue - Other	0	0	0	0	0.0%
Grant Revenue - FAA	0	0	0	0	0.0%
Grant Revenue - FDOT	0	0	0	0	0.0%
Miscellaneous Income	1,329	18,510	2,556	15,954	13.8%
Miscellaneous Income - LEO	0	40,882	0	40,882	0.0%
I.D. Badges	20,440	55,405	46,040	9,365	83.1%
Profit/Loss on Disposal	799	0	1,884	(1,884)	0.0%
Extraordinary Items	0	0	0	0	0.0%
Asset Writedown/Up on Investments	0	0	(57,738)	57,738	0.0%
Subtotal	2,008,153	20,122,772	3,350,025	16,772,747	16.6%
Subtotal Investment Income & Other	2,136,170	21,764,535	3,798,144	17,966,391	17.5%
Total Revenues	6,193,944	73,066,240	15,413,502	57,652,738	21.1%

AGENDA ITEM 8.1

Sarasota Manatee Airport Authority
Budget/Year to Date Actual
For the Period Ending Tuesday, December 31, 2024

	<i>This Month This Year</i>	<i>Total Budget</i>	<i>Year to Date This Year</i>	<i>Budget Less Actual YTD</i>	<i>Actual YTD %</i>
<i>Utilities</i>					
Electric-Utility	79,820	1,269,800	151,950	1,117,850	12.0%
Refuse Collection	3,430	184,600	7,192	177,408	3.9%
Water and Sewer	7,352	263,000	17,054	245,946	6.5%
<i>Subtotal</i>	<i>90,601</i>	<i>1,717,400</i>	<i>176,196</i>	<i>1,541,204</i>	<i>10.3%</i>
<i>Personnel</i>					
Salary/Wages	1,030,474	14,790,385	2,781,651	12,008,734	18.8%
Health Insurance	252,560	3,061,170	776,089	2,285,081	25.4%
Retirement	162,545	2,472,922	667,967	1,804,955	27.0%
Social Security	57,992	848,861	167,537	681,324	19.7%
Medicare	16,093	205,043	45,119	159,924	22.0%
Disability	247	1,700	486	1,214	28.6%
Unemployment	0	32,512	0	32,512	0.0%
Worker's Compensation	25,077	385,312	75,230	310,082	19.5%
Employment Expenses	32,700	11,700	32,918	(21,218)	281.4%
<i>Subtotal</i>	<i>1,577,689</i>	<i>21,809,605</i>	<i>4,546,996</i>	<i>17,262,609</i>	<i>20.8%</i>
<i>Administration</i>					
Advertising	(885)	122,550	15,237	107,313	12.4%
Bad Debts Expense	0	3,000	0	3,000	0.0%
Business Development Properties	153	20,000	1,588	18,412	7.9%
CEO Auto Expenses	1,315	18,000	3,946	14,054	21.9%
Public Relations	4,023	66,000	9,676	56,324	14.7%
Customs	52,993	125,000	74,622	50,378	59.7%
Data Processing	37,371	182,000	95,778	86,222	52.6%
Software Licenses/Annual Support	31,522	536,200	228,902	307,298	42.7%
Dues and Subscriptions	4,130	152,765	66,419	86,346	43.5%
Employee Service Awards	0	14,100	119	13,981	0.8%
Entertainment	4,053	21,500	8,268	13,232	38.5%
Insurance - Property	62,416	893,641	187,249	706,392	21.0%
Insurance - General Liability	10,898	298,978	32,694	266,284	10.9%
Insurance - Surety Bonds	3,957	15,419	14,818	601	96.1%
Insurance - Vehicles	8,664	50,000	26,004	23,996	52.0%
Legal Expense	37,235	500,000	77,346	422,655	15.5%
Loss & Safety Program	0	200	0	200	0.0%
Marketing Trade Show Registration	0	37,000	7,940	29,060	21.5%
Miscellaneous	6,796	73,050	26,636	46,414	36.5%
Office Supplies and Equipment	5,912	125,375	12,349	113,026	9.8%
Postage	267	5,700	685	5,015	12.0%
Professional Services	100,107	1,298,640	141,148	1,157,492	10.9%
Records Retention	0	1,000	0	1,000	0.0%
Sponsored Events	0	5,900	106	5,794	1.8%
Taxes	0	27,000	53,847	(26,847)	199.4%
Telephone Service	38,274	421,350	138,425	282,925	32.9%
Training	5,612	213,560	22,166	191,394	10.4%
Travel	8,163	250,500	30,925	219,575	12.3%
Holiday Decorations	20,625	37,000	20,678	16,323	55.9%
Uniforms	4,552	128,000	11,334	116,666	8.9%
<i>Subtotal</i>	<i>448,154</i>	<i>5,643,428</i>	<i>1,308,902</i>	<i>4,334,526</i>	<i>23.2%</i>
<i>Operations</i>					
Air Conditioning	543	133,000	5,576	127,424	4.2%
Carpentry	2,112	61,500	8,186	53,314	13.3%
Common Area Maint - Comm Parke	1,056	10,000	1,867	8,133	18.7%
Electrical	23,880	114,000	42,458	71,542	37.2%
Access Control	0	26,000	1,589	24,411	6.1%
Equipment Rental	8,161	59,000	8,161	50,839	13.8%
Equipment Repair	20,610	241,700	24,473	217,227	10.1%
Loading Bridge Repair	4,754	165,000	28,439	136,561	17.2%
Conveyor & Belts	0	30,000	5,869	24,131	19.6%
Terminal Audio & Paging Repairs	0	38,000	0	38,000	0.0%
Repairs Generator	0	68,000	986	67,014	1.5%
Repairs - Tires	1,461	0	4,298	(4,298)	0.0%
FAA Mandated Security Measures	0	0	0	0	0.0%
Fence and Gate Repair	590	25,000	2,221	22,779	8.9%
Interior Planting	0	45,000	0	45,000	0.0%
Irrigation System	310	18,000	400	17,600	2.2%
Janitorial Service	207,361	3,153,000	413,417	2,739,583	13.1%
Floor Maintenance	2,358	62,000	4,289	57,711	6.9%
Landscape Maintenance	2,014	93,500	3,090	90,410	3.3%
Miscellaneous Construction	12,973	142,000	18,102	123,898	12.7%
Paint and Markings	38,598	161,000	57,213	103,787	35.5%
Permits & Licenses	0	3,100	35	3,065	1.1%
Paving and Pavement Repairs	1,835	64,000	1,968	62,032	3.1%
Plumbing	7,597	133,500	15,270	118,230	11.4%
Radio Equipment Repairs	0	6,100	0	6,100	0.0%
Service Contracts	176,043	2,139,355	477,769	1,661,586	22.3%
Shuttle Service	1,791	50,000	6,364	43,636	12.7%
Vehicle Repairs	2,807	148,000	13,524	134,476	9.1%
<i>Subtotal</i>	<i>516,851</i>	<i>7,189,755</i>	<i>1,145,565</i>	<i>6,044,190</i>	<i>15.9%</i>

AGENDA ITEM 8.1

Sarasota Manatee Airport Authority
Budget/Year to Date Actual
For the Period Ending Tuesday, December 31, 2024

	<i>This Month This Year</i>	<i>Total Budget</i>	<i>Year to Date This Year</i>	<i>Budget Less Actual YTD</i>	<i>Actual YTD %</i>
<i>Supplies</i>					
Fabrication Supplies	0	35,000	0	35,000	0.0%
Extinguishing Agent	0	60,000	3,317	56,683	5.5%
First Aid Supplies	(228)	31,700	5,834	25,866	18.4%
Gas & Fuel	1,414	128,700	(20,315)	149,015	-15.8%
Identification	1,524	25,000	1,524	23,476	6.1%
Janitorial Supplies	28,831	375,000	78,452	296,548	20.9%
Lighting	0	70,800	0	70,800	0.0%
Lighting - Airfield	37,294	120,000	39,638	80,362	33.0%
Miscellaneous Supplies	370	14,500	3,505	10,995	24.2%
Miscellaneous Terminal Furnishings	0	25,000	449	24,551	1.8%
Non-Capital Equipment	6,189	126,950	(13,534)	140,484	-10.7%
Safety Supplies	0	11,000	0	11,000	0.0%
Shop Supplies	2,529	30,500	5,950	24,550	19.5%
Signage	5,689	123,000	14,419	108,581	11.7%
Small Tools and Equipment	634	72,350	7,445	64,905	10.3%
Vegetation Control	841	32,000	47	31,953	0.1%
Ammunition/Wildlife Disbursement	1,164	7,000	2,450	4,550	35.0%
<i>Subtotal</i>	<i>86,250</i>	<i>1,288,500</i>	<i>129,180</i>	<i>1,159,320</i>	<i>10.0%</i>
<i>Total Operating Expenses</i>	<i>2,719,545</i>	<i>37,648,688</i>	<i>7,306,840</i>	<i>30,341,848</i>	<i>19.4%</i>
<i>Profit (Loss) from Operations</i>	<i>3,474,399</i>	<i>35,417,552</i>	<i>8,106,663</i>	<i>27,310,889</i>	<i>22.9%</i>
<i>Depreciation and Amortization</i>					
Amortization	29,835	358,020	89,504	268,516	25.0%
Depreciation	998,661	11,983,932	2,995,983	8,987,949	25.0%
<i>Total Depreciation and Amortization</i>	<i>1,028,496</i>	<i>12,341,952</i>	<i>3,085,487</i>	<i>9,256,465</i>	<i>25.0%</i>
<i>Other Expenses</i>					
Marketing	26,347	300,000	72,293	227,707	24.1%
<i>Total Other Expenses</i>	<i>26,347</i>	<i>300,000</i>	<i>72,293</i>	<i>227,707</i>	<i>24.1%</i>
<i>Net Profit (Loss)</i>	<i>\$2,419,557</i>	<i>\$22,775,600</i>	<i>\$4,948,883</i>	<i>\$17,826,717</i>	<i>21.7%</i>

AGENDA ITEM 8.2

**Sarasota Manatee Airport Authority
Investment Portfolio
For the month of December 2024**

<u>Description</u>	<u>Cusip/Invest</u>	<u>Par Value Orig Face</u>	<u>Acquisition Cost</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Market Value</u>	<u>Yield @ Market</u>	<u>Market Price</u>	<u>Purchase or Book Price</u>
						(1)			
1 US Treasury Bill	912797LZ	4,275,000	4,234,905	11/14/2024	1/30/2025	4,260,935	4.02	99.671	99.06
2 US Treasury Bill	912797LR6	4,206,000	4,165,337	10/17/2024	1/2/2025	4,206,000	4.17	100	99.03
3 US Treasury Bill	912797MK0	4,480,000	4,434,005	11/24/2024	2/13/2025	4,457,824	4.13	99.5	98.97
4 US Treasury Bill	912797LY1	4,488,000	4,445,091	10/31/2024	1/16/2025	4,480,595	3.77	99.83	99.04
5 US Treasury Bill	912797ML8	4,905,000	4,855,386	12/5/2024	2/27/2025	4,872,774	4.16	99.34	98.99
6 US Treasury Bill	912797MT1	4,878,000	4,829,911	12/19/2024	3/13/2025	4,838,342	4.16	99.187	99.01
7 Cash		4,550	4,550			4,550	4.08	100	100
Total Investments		<u>27,236,550</u>	<u>26,969,185</u>			<u>27,121,020</u>			

(1) Market value on non-restricted funds are provided by the Custodian, US Bank.

AGENDA ITEM 8.3

FINANCE DEPARTMENT

December 2024

Budget/Financial Information: Included in the Board packet are the unaudited preliminary financial statements for December.

Summary information contained therein for December is as follows:

Operating revenues for the month of December were approximately 5% lower than anticipated in the FY 25 budget.

Operating expenses for the month of December were approximately 15% lower than anticipated in the FY 25 budget.

On a year to date basis, operating income is 2.4% below budget and operating expenses are 5.6% below budget.

As part of the ongoing development of investment policies and procedures, reports have been developed based on information provided by Sarasota County Clerk of the Court. The current disclosure reflects an Investment Portfolio Analysis, along with a Portfolio Activity Report. Staff continues to work closely with the Clerk's office. Investments earned a total of \$128,017 for December. Year to Date investment earnings is \$ 448,119.

Passenger Facility Charge (PFC): A separate detail which reflects PFC collections for the month of December and cumulative to date.

AGENDA ITEM 8.3

Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport (SRQ)
PFC Collections by Carrier

Carrier	12/31/2024	Collected since inception	Carrier	12/31/2024	Collected since inception	Carrier	12/31/2024	Collected since inception
Aeros Airlines		24.86	Copa		11.56	Northwest		1,996,108.91
Aer Lingus		1,384.24	Croatia Airlines		79.02	Olympic Airways		165.43
Aero California		8.84	Czech Airlines (Aviation Industry Cts)		25,818.42	Pan American		5.84
Aero Costa Rica		2.92	Delta Air Lines	230,009.25	35,120,348.13	Panamena De Aviaci6n		17.98
Aeroflot - Russian Airlines		965.48	El Al Israel Airlines		1,490.69	Paradise Island		28.80
Aeromexico	47.74	7,245.86	Elite		61,345.86	Pennair (Pennsylvania Airways)		13.17
AeroPeru		19.82	Emirates	18.17	4,507.40	Philippine Air	4.39	193.16
Aeropostal Venezuela		17.52	Empire		757.44	Private Jet		3,719.95
Air Aruba		11.68	Eva Airways		867.04	Qantas	21.95	4,235.88
Air Canada	5,284.93	1,131,852.47	ERA Aviation		84.84	Qatar	159.35	4,638,638.29
Air Europa		401.46	Ethiopian Airways	8.78	737.52	Rena Air		35,401.69
Air France	165.61	38,315.42	Express One		8,387.70	Republic Airlines		3,612.86
Air India		2.88	Falcon Express		1,454.16	Royal Air Maroc		69.66
Air New Zealand	8.78	2,094.73	Faurell		8.76	Royal Aviation		10,170.36
Air Pacific Ltd.		135.81	Finnair		677.25	Royal Jordanian		29.20
Air Portugal	8.78	334.44	Florida Coastal Airlines		8,585.80	Sabena		393.92
Air Serbia		805.82	Front Page Tours		245.28	SAHSA		5.28
Air Sunshine		109,875.76	Frontier Airlines	41,574.79	1,886,225.67	SAS (Scandinavian)	83.30	4,787.12
Air Trans At		144,133.51	G-P Express		89.28	Saudi Arabian Airlines		7.31
AirTran Airways		5,859,221.51	Gold Transportation Services		26,782.01	Sevicio Avenza		280.28
Alaska Airlines	47.41	6,654.85	Gol Linhas Aereas		263.40	Silver Airways Corp		114.14
Allegiant		4,474.88	Gosht/Lalies Aviation		44.88	Singapore		3,854.46
All Nippon Airways (ANA)	17.96	746.08	Hahn Air		3,563.95	SkyService		9,903.84
Allegiant Air	281,657.89	8,479,577.35	Hawaiian Airlines	4.39	1,053.16	South African Airways		4,309.43
Aloha		46.84	Iberia	8.78	1,841.82	Southwest Airlines		6,236.20
America West		116,580.91	Island Air		30.73	Southwest	120,841.59	7,322,713.46
American (AMR)	185,518.23	8,510,077.98	Island Air		4.39	Sam Country	6,951.76	552,034.27
ATA Airlines, Inc.		2,527,489.88	JAL (Japan Airlines)	21.62	1,010.01	Sun Pacific Intl (HMHF)		3,612.04
Asiana Airlines	8.78	703.75	Jet Airways		122.92	Suwebod Intl Airlines		224.84
ATA Leisure Corp.		98,614.78	Jet Blue	74,872.90	6,415,281.83	Suwebod Intl Airlines		5,731.34
Austrian Airlines	8.78	1,147.47	JetBlue		6,418.18	Taca Int'l Air		348.76
Avi Atlantic		1,027.84	Kenya		215.21	TAM Airlines (Aviation Industry Cts)		1,874.12
Avella Airlines	26,246.30	440,821.46	KLM	36.85	14,108.63	TAP Air Portugal		291.11
Avenza		43.20	Korean Air	61.45	18,505.95	Tower Air		17.52
Avianca		271.43	Kuwait Airways		16.31	Trans Brasil Airlines		33.61
Aviatrix, S.A.		5.84	Lacsa		36.54	Trans World Airways		781,609.88
Azul Brasileiras		43.90	Laker Airways		803.80	Turkavia (Turkish)	95.48	2,885.01
Azores Airlines	39.51	61.35	Lan Airlines		21.95	Ultrair		2.88
Big Sky		2.92	Lan Argentina		21.95	United	101,957.24	5,586,197.39
Breeze Airlines	34,066.40	334,820.91	Lan Chile	4.39	486.75	US Air Shuttle		2.92
British Airways	8.67	12,182.91	Lan Peru		30.73	US Airways		8,893,648.88
Brussels Airlines		236.95	LATAM Airlines Group		676.06	USA 3000		79,179.04
BWA		78.84	Leisure Air		33,007.48	V Australia (Virgin Blue)		390.71
Canada 3000		100,572.36	Lineas Aereas Privadas Argentinas		16.07	Vail		668.53
Canadian Airlines		84,877.45	Lone Star		69.52	Vietnam Airlines		83.41
Canal		20,334.88	Lot Polish Airlines	4.39	1,537.79	Virgin Atlantic	105.36	9,118.21
CanJet		120,295.00	LTU		74.88	Viremont Air Service		2,086.04
Cape Air / Myannis Air Service		242.88	Lufthansa	17.34	8,639.68	Viremont Air Tours		353.32
Carnival Air Lines		1,863.40	Malaysia		406.88	Vision		2,809.60
Casino Air Link		887.88	Malev Hungarian		241.88	WestJet		59,780.01
Casino Express		8,388.66	Mark Travel Corp.		10,856.56	World Airways		35.04
Cathay Pacific		3,318.93	Mesa Airlines		182.20	Misc	4.39	4.39
Cayman Airways		101.06	Compania Mexicana		438.74	Total	1,089,984.40	99,926,468.17
Champion Air (MLT, Inc.)		9,343.96	McGill Grand Air		302.40	PFC checking interest	2,988.41	1,791,797.77
China Airlines		2,458,822	Miami Air Intl		5,215.47	PFC investment interest		1,526,893.95
Colgan Air, Inc.		151.86	Midway Airlines		601.52	Securities bought		32,071,184.66
ComAir		21,806.38	Midwest		1,622.88	Securities sold		32,058,520.86
Compania		33.75	Mountain West		11.68	Securities interest		224,518.18
Comwest		5.76	National Airlines		5.84	Service charges		6,970.26
Continental Airlines		3,588,174.07	Nicaraguense de Aviaci6n		5.84	Expenses	1,080,000.80	102,429,289.19
Continental Micronesia		44.05	North American Airlines		443.39	Balance		1,020,742.41
Contour Air	35.12	482.90						

AGENDA ITEM 8.3

Charge effective date: 9/1/2022
Total Collection Authority: 5 133,581,461

Sarasota Manatee Airport Authority
PFC Monthly Status Report - Revenue and Expenditures
Month ended December 31, 2024

Approved applications

Project number	Description	Use	Approved to	Expenditure	Revenue	Interest	Total	Total
Project number	Description	Use	Approved to	Expenditure	Revenue	Interest	Total	Total
April 1	62-914-000-SRQ	Completed	13,944,281.08	-	-	-	12,084,777.00	1,857,504.08
April 2	95-02-10005-SRQ	Completed	-	5,947,692.00	-	-	-	5,947,692.00
April 3	-	Completed	750,061.08	8,748,778.00	-	-	878,839.30	74,387.84
April 4	09-04-C-00-SRQ 00-04-C-01-SRQ 00-04-C-02-SRQ 00-04-C-03-SRQ 12072817	Completed	38,120,915.08 3,368,148.00 22,194,894.00 (887,888.00)	58,128,915.08 2,388,148.00 22,194,894.00 (887,888.00)	-	-	-	-
April 4	00-04-C-00-SRQ	Completed	59,892,061.00	59,892,061.00	-	-	58,264,308.15	1,567,752.85
April 5	19-05-C-00-SRQ	Completed	8,817,724.00	8,817,483.00	-	-	8,002,602.74	14,771.26
April 6	21-05-C-00-SRQ	Completed	9,035,382.00	9,035,382.00	-	-	9,090,184.27	5,387.73
April 7	21-07-C-00-SRQ	Completed	41,223,182.00	41,223,182.00	1,000,004.40	2,888.41	11,025,950.66	43,781.77
			133,581,461.00	127,833,778.00	1,868,994.40	2,888.41	99,928,486.17	3,593,575.48
								100,480,041.80

Project number Description Use Approved to Expenditure Revenue Interest Total Total

Various Projects

Total 2 5,947,862 - 5,947,862 -

Various Projects

Total 3 8,748,778 - 8,748,778 -

Various Projects

Total 4 59,892,061 - 59,892,061 -

Various Projects

Total 5 8,817,724 - 8,817,724 -

Various Projects

Total 6 120,895 - 120,895 -

Various Projects

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PURCHASING DEPARTMENT

December 2024

AGENDA ITEM 8.3**BIDS/QUOTES:**

Hurricane Milton repairs are moving forward. The Concourse B remediation and repairs are complete with a majority of the work in the TSA area. Allied Roofing has started the new roof installation. They have completed the TSA Area, which was the most damaged area, the third-floor roof, and have now started on the roof over the gates in Concourse B. Plan is to have the entire project complete by the end of January. Purchasing is working with Engineering on getting costs to repair and replace the damaged THangers from the Storm.

Schindler Elevator has finished work on the Elevator Modernization Project. All 4 units are operational, and our punch list has been completed.

The equipment for the new Tower Lot South has been installed this December. Purchasing and IT departments stepped in to help the Project General Contractor install the needed infrastructure and get the lot operational. We have installed the new Daktronics Signs over the exit lanes of the Revenue house. The LPR Camera System has shown to be running about 98.7% accuracy so far.

We are expanding the capabilities of the parking equipment to recognize Flight Crew's KCM badges which will allow us to move the flight crews from Employee parking over to one of our other lots as we need the additional spaces in Employee Parking for anticipated additional staff. Program should be operational by 01/01/2025.

Purchasing has written an RFP for Professional Airport Executive Search Firm to start the process of hiring Mr. Piccolo's replacement. Korn Ferry was awarded the contract for this project. Plan is to have selected a candidate to present to the Board in March.

Informal written quotes requested from prospective suppliers to provide airport lighting/lamps, artificial plants, batteries, computer hardware, technical support and software related items, electrical fixtures, extinguishing agents, firefighting gear, landscaping supplies, loading bridge repairs and supplies, industrial supplies, MRO items, office chairs, paint and paint supplies, promotional and advertising novelties rental equipment, tires, tractor, uniforms etc. and other misc. repairs and services.

WAREHOUSE:

The Warehouse continues to add and delete items stocked in inventory and to generate purchase orders to replenish stock based on monitoring of inventory levels. 0 new items added and we have reduced the number of items in the warehouse by 50. Purchasing is reviewing all stock items to further reduce non-usage/slow moving items as needed.

- On-line auction activity through GovDeals for surplus/obsolete items: There were \$27,088.00 sales in the month of December 2024.
- Purchasing has been helping Facilities remove all their equipment and supplies from the Vehicle Storage Building.

PURCHASING DEPARTMENT

December 2024

AGENDA ITEM 8.3

DEPARTMENT PROJECTS:

- Elevator Modernization Project and the new Parking Lot Equipment Replacement Projects are moving forward and nearing completion.
- Received bid packages for needed ground equipment to support airport operations at the new GBF. All contracts and PO's have been distributed for all equipment to be delivered in October 2024 for installation at the GBF.

CONTRACTS ISSUED:

Aviation Worker Screening

SUMMARY OF DEPARTMENT ACTIVITY FOR THE MONTH:

NONE

PURCHASING:

- Purchase Orders Issued: 118
- Blanket Purchase Orders Issued: 5
- Emergency Purchase Orders Issued: 0
- Change Orders Issued: 0

WAREHOUSE/RECEIVING:

- Inventory Stock Transactions 101

NOTICE TO THE BOARD:

Per the Purchasing Policy, all purchases up to \$150,000 require at least three internal quotes. All purchases above \$150,000 value shall be publicly noticed and made on the basis of competitive sealed bids, competitive sealed proposals, or competitive sealed replies. All exceptions shall be noted to the Authority at its next regular meeting. The following are exceptions to this policy for July 2024:

NONE

AGENDA ITEM 8.4

**SARASOTA MANATEE AIRPORT AUTHORITY
REAL ESTATE DEVELOPMENT & PROPERTIES STAFF REPORT
FOR THE MONTH DECEMBER 2024**

REAL ESTATE DEVELOPMENT & PROPERTIES

DECEMBER 2024

Allegiant Airlines: Allegiant to occupy all 5 gates in the Ground Boarding facility y Jan 15 and to expand in the Cargo building within the following year. Allegiant to vacate the B Concourse in mid-January once open in the new gates.

United Airlines: Discussions are underway with United regarding occupying the Concourse B lower-level offices which Allegiant will be vacating.

Property #5/6 and Airfield: DRI termination and rezoning in process for airport parcels in Manatee County and will include airside and off airport parcels, including the DaVinci training center.

Rental Car/Status: Development of a consolidated QTA/facility in process and Properties to advertise RFP, prepare and negotiate lease/operating agreements with the car companies. An RFP is underway for a new entrant car rental service which will be located on the east side of the terminal until such time the QTA/facility is developed. The new entrant car rental company is anticipated to be selected and presented to the Board for approval at the January meeting.

NORTH QUAD DEVELOPMENT:

- **Sheltair FBO:** Under construction, with opening projected for 3rd Qtr. 2025.
- **SRQ Hangar, LLC:** SRQ Hangar development plans submitted for permits.
- **EAA:** EAA has commenced with due diligence and conceptual site planning. Fundraising is underway.
- **GA FIS:** The GA FIS facility is anticipated to commence construction after the first of the year.
- **Roper Tech:** Design underway and submitting for permits.
- **ASG:** Design underway and submitting for permits.
- **Pilatus Aircraft:** Design underway. Pilatus indicates interest in a temporary service hangar while developing in the N Quad. In addition, Pilatus indicates interest in additional acreage which may be available.

School District of Manatee County, Florida: Manatee Schools to value engineer facility plans then proceed to construction.

Team Success: The school opened for the Fall 2024. SMAA and Team Success are working together to develop the aviation curriculum to be implemented within two years.

Boca Aircraft Maintenance: BAM is in full operation and is in discussions with the airport for development of a second hangar.

DaVinci: DaVinci to make plan submittal to Manatee County for construction of a 15,000-sf aircraft training facility. SMAA will obtain DRI modifications in conjunction with this project. SMAA to participate in the overall infrastructure development including costs whereby the additional improvement will ready the remainder of the property for development. DaVinci is considering an alternate location within the existing Unipak building. This would accelerate development and save millions of dollars for DaVinci while allowing Unipak to right size its operation.

Ferrovial/Atlantic Vertiport: Atlantic recently purchased Ferrovial's Vertiport division and negotiations to develop a vertiport are expected to again commence, discussions with Atlantic are scheduled for Feb.

Property 5 and 6: Property 5/6 is contemplated to be temporarily utilized as Park N Fly lots and are both in process, Property 6 paving and revenue control is nearly complete. A one (1) acre site on Property 5 has been leased to DaVinci Inflight Training and is in design, however an alternate location is under consideration as described above.

Concessions: The Concessions redevelopment process is underway with the SSP and Paradies plans/permits/construction are in process. Construction of the initial phase has commenced, including a retail kiosk, which will open in Jan.

HMS Host: HMS Host to submit final plans for county permits for this Island Bar project. Construction to commence early Feb.

Mitchell Management of Florida, Inc.: Huey Magoo's to submit final plans to the county for permits with work to commence post holidays.

Property #10/M-lot hangars: Lease extension provided and will continue until such time ASG transitions into its planned hangar(s).

Elixir aircraft is working towards its FAA certification and will transition into the hangars one at a time. Thus, ASG will be transitioned out one hangar at a time as Elixir takes occupancy of each hangar.

Property #2/Tallevast: Properties is reviewing/considering a developer proposal to jointly develop Property 2 as an industrial park.

Parking: Parking developments are under consideration and a workshop/presentation to the Board is planned in Jan.

Dolphin FBO Expansion: Construction near complete on six hangars at Dolphin/Hawthorne. This hangar project has been delayed due to permit oversights and Dolphin is working to correct same. Dolphin/Hawthorne plans to renovate the Dolphin facilities, and plans are underway. An amendment to the lease is underway to include non-exclusive use of the airports storm water system and is anticipated to be submitted in Mar for Board consideration/approval.

Atlantic FBO: Atlantic experienced substantial damage to the north FBO, Atlantic and the airport need to discuss rebuilding the hangars/site. Properties has scheduled a meeting to discuss future plans to renovate/redevelop the N FBO, including a potential vertiport as described above.

USS storage/Property 9: Redevelopment of USS/Property 9 to an aviation industrial park is in process. Property 9 plans for a 100,000-sf light industrial building are 65% complete and moving towards 100%. Discussions are ongoing with Elixir to potentially construct and occupy the entire building. USS facilities are being vacated and then to be demolished for this new development.

Menzies/Fuel Farm: The project to add fueling stations for both transport truck delivery and fuel truck refueling for aircraft fueling is nearly completed. Menzies and the Authority will share the \$4,400,000 cost and each will receive recovery charges back to the airlines.

General: Insurance notices, tenant inquiries, showing of properties, construction permits, meetings with surveyors, appraisers, contractors and engineering consultants, collections and past due notices, notices of insurance renewals and compliance, loss prevention committee, meetings with insurance claimants, planning and staff meetings.

**T-HANGAR MONTHLY STATUS REPORT
FOR THE MONTH OF DECEMBER 2024**

Item	Qty.	No. Leased	Wait List	Leased %	Monthly Rate	Monthly Rent	Annual Rent
T-Hangars							
51'5 W Oversize	4	4	21	100%	\$2,040.00	\$8,160.00	\$97,920.00
48' W Large	27	27	71	100%	\$835.00	\$22,545.00	\$270,540.00
42' Standard (42' wide)	104	104	137	100%	\$610.00	\$63,440.00	\$761,280.00
42' W Standard w/additional 176 sq. ft. storage	4	4	4	100%	\$755.00	\$3,020.00	\$36,240.00
42' W Standard Discounted rate for CAP & EAA	2	2		100%	\$250.00	\$500.00	\$6,000.00
Storage Rooms	6	2		33%	\$120.00	\$240.00	\$2,880.00
Storage Rooms (Discounted rate for CAP & EAA)	2	2		100%	\$10.00	\$20.00	\$240.00
TOTAL	149	145	233			\$97,925.00	\$1,175,100.00

AGENDA ITEM 8.5

Operations Department Monthly Report December 2024

Projects and Activities

- Operations corrected several minor issues with the Access Control System during the month.
- Operations attended construction meetings for In-line Baggage System, West Ramp/Employee Parking Lot Expansion, Ground Boarding Facility, Overflow Parking Lots, and Ground Transportation Center.
- Operations programmed new CCTV cameras for the Ground Boarding Facility.
- Operations added new doors and elements of the new Baggage Handling System to the Access Control System.
- Operations conducted multiple vehicle and aircraft escorts throughout the month.
- Operations conducted multiple "drivers training" sessions on the airfield.
- Operations responded to multiple wildlife and FOD calls throughout the month.
- Runway 14/32 closed midnight to 5:30AM on 12/5 & 12/6 for rubber removal.
- Runway 14/32 closed midnight to 5:30AM on 12/10 and 12/23 for painting.
- A portion of southeast Taxiway A was closed on 12/19, 9:30PM to midnight, for core sampling.
- Taxiway E was closed on 12/28 for overflow aircraft parking from Atlantic.
- For the Christmas Holiday, Operations programmed and deployed electronic signs along University Parkway and US41 directing passengers to remote parking locations.

Alerts and Incidents

- 12/02 – Fire Call: Passenger reported a "smoking" floor outlet between gates B3 & B5. Operations contacted Facilities electrician who also responded. ARFF on scene while Facilities secures outlet. Area taped off by APD until permanent repair made.
- 12/04 - Piper Cherokee's nose wheel went flat at the North Dolphin entrance, as it was taxiing in (tail had not cleared the movement/non-movement marking). Cirrus maintenance changed tire while Operations monitored traffic on Taxiway A, ensuring taxiing aircraft can pass behind aircraft. Pilot suspects puncture may have occurred near the intersections of Taxiways C & D. FOD check - removed screw from Taxiway D, near Runway 14 Hold Line.
- 12/08 – Alert II: C-172K diverted to SRQ due to a sputtering engine. The aircraft landed safely on Runway 22 and taxied to Dolphin.
- 12/09 – Piper Cherokee with a flat main tire at Taxiway C4. Operations escorted a tug from Universal Flight Services, then both back to Universal.
- 12/14 – Alert II: While inbound to SRQ, Gulfstream 150 started losing hydraulic pressure. The crew was able to lower the landing gear by emergency backup means but indicated that they may not be able to stop once on the ground. ARFF

AGENDA ITEM 8.5

and Operations units staged along Runway 14 to await the aircraft's arrival. Aircraft landed without incident and was able to roll clear of runway and stop on Taxiway A9. Operations escorted a tug from Dolphin for aircraft retrieval.

- 12/17 – Piper Cherokee landing on Runway 14 had a main tire go flat (on runway). ARFF responded with tire dolly and aircraft was towed to Pilot Place.
- 12/25 – Inbound Frontier flight reported a laser illumination. Operations gathered information from crew and forwarded report to proper authorities.
- 12/27 – Alert I: C-172 declared an emergency due to an alternator failure. The aircraft returned to SRQ, landed safely on Runway 22, and taxied back to the Pilot Place.
- 12/29 – Inbound private aircraft reported a laser illumination. Operations gathered information from pilot and forwarded report to proper authorities.
- 12/30 - Disabled C-172 (flat main tire) at the intersection of Taxiways C & D. Operations & ARFF responded. Aircraft placed on ARFF tire dolly and towed to the Pilot Place.

Miscellaneous Activities

December 2024 Activity	2024	2023	
Medical Runs Dispatched by AIRCOM	42	37	14%
Medical Runs requiring County EMS Response	11	9	22%
Aircraft Alerts/Incidents	9	4	125%
NOTAMs Issued	29	80	-64%
Notice of Violations	3	2	50%
CHRC (Fingerprint check) conducted	108	80	35%
New I.D. Badges Issued	164	101	62%
I.D. Badges Renewed	83	78	6%
Security Threat Assessments	284	272	4%
Computer Based Training Classes completed	522	494	6%

AGENDA ITEM 8.5

OPERATIONS DEPARTMENT

NOISE MONITORING AND FLIGHT TRACKING

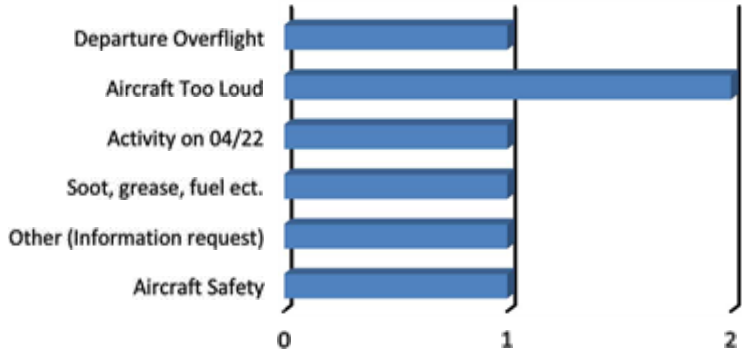
MONTHLY REPORT

DECEMBER 2024

The chart to the right displays the distributions of noise complaints for the month of **December 2024**. There were **6 calls and 1 web form** which **generated 6 complaints and 1 request for information**.

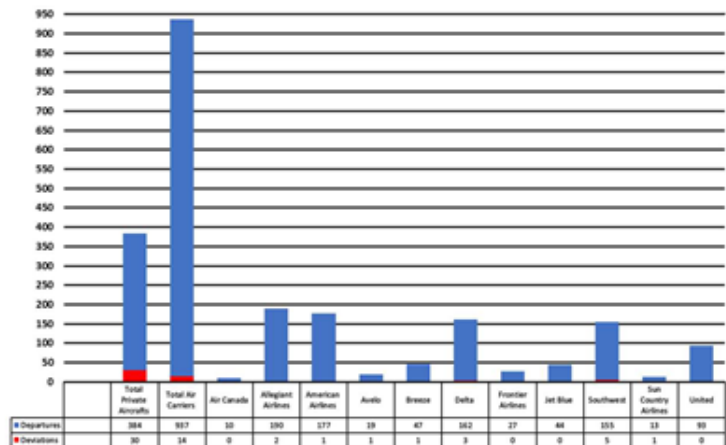
Of the total complaints, **43% was from Sarasota County and 57% was from Manatee County**. The average number of calls/webforms/emails received for the month were **.23** per day.

**Citizen Comments
December 2024**



Flight Tracking & Runway 32 Deviation data is for **December 2024**. There were **14 air carrier, and 30 private jet deviations** observed during this period. **In December 2024, Southwest (SWA) had 5 deviations, Delta (DAL) had 3 deviations, Allegiant (AAY) had 2 deviations, American (AAL) had 1 deviation, Breeze (MXY) had 1 deviation, Avelo (VXP) had 1 deviation and Sun Country (SCX) had 1 deviation**. This office continues to work with representatives from the airlines, private jets and the SRQ ATCT to ensure compliance with SRQ Five & TIDES One Departure Procedures (NADP for Runway 32).

**Runway 32 Departures / Deviations
December 2024**



RUNWAY UTILIZATION

The overall runway utilization for the month of **December 2024** is distributed as follows:

Operations	Runway 04	Runway 22	Runway 14	Runway 32
Arrivals	4%	3%	43%	50%
Departures	13%	3%	38%	47%

AGENDA ITEM 8.6

SARASOTA MANATEE AIRPORT AUTHORITY DEVELOPMENT/COMMUNITY RELATIONS & ACTIVITY REPORT DECEMBER 2024

SRQ AMBASSADORS

In December, the SRQ Ambassadors volunteered 859.63 hours. Our ambassadors gave 0 guided tours with 0 participants during the month.

MEDIA RELATIONS

Met with or contacted this month by reporters from the Sarasota Herald-Tribune, the Bradenton Herald, ABC7, SNN TV, Bay News 9 and News Channel 8.

Mark Stuckey, Executive Vice President, Chief of Staff: Dec. 1- Dec. 31, 2024

December 4	Meeting – United Airlines regarding gates/operations space expansion
December 5	Meeting – FAA regarding traffic forecasting for Environmental Assessment
December 6	Meeting – Projects with General Staff
December 9	Meeting – Florida Airports Council State Affairs
December 10	Speaker – SMAA All-Hands Luncheon Meeting – Allegiant to discuss aircraft plane wrap marketing initiative
December 11	Meeting – Florida Airports Council Board Meeting Speaker – Ambassador Luncheon held at Crosley Estate
December 12	Meeting – Rental Car RFP Proposal Review & Selection
December 16	Meeting – Allegiant coordination on terminal move to Concourse A
December 17	Meeting – Southwest Airlines at headquarters in Dallas, TX
December 18	Meeting – American Airlines headquarters in Dallas, TX

Fredrick Piccolo, President, CEO: Dec. 1-Dec. 31, 2024

December 4	Meeting – Manatee County Chamber Board Meeting
December 10	Meeting – USF Board of Trustees Meeting in Tampa, FL
December 10	Speaker – Indian Beach – Sapphire Shores Neighborhood
December 11	Speaker – Gentlemen's Breakfast at the Sarasota Yacht Club
December 11	Meeting – USF Sarasota/Manatee Campus Board Meeting
December 12	Interview – Bradenton Herald with Jason Dill
December 12	Meeting – Bradenton Area EDC Board of Directors Meeting
December 13	Radio Interview – KDKA Interview with Larry Richert
December 16	Meeting - Legislative Delegation Meeting
December 17	Meeting – Quarterly Meeting with the Bradenton EDC

Mr. Piccolo participates in various impromptu media interviews throughout the month

AGENDA ITEM NO. 8.7

SARASOTA MANATEE AIRPORT AUTHORITY ENGINEERING, PLANNING & FACILITIES ACTIVITY REPORT JANUARY 27, 2025

ENGINEERING

→ **Baggage Handling System Project**

The Baggage Handling System Project will consolidate the three-existing mini-inline systems into one fully inline system. This project will allow all bag belts in ticketing to feed to one checked baggage inspection room and will allow for redundant screening machines. The project was advertised for bids and the low responsive bidder was approved at the May 2022 Board meeting. Staff received funding from TSA and conducted a preconstruction meeting in October 2022. A Notice to Proceed was issued on December 7th, 2022, Contractor has completed Phases 1 through 12. There is a total of 14 separate phases with contract completion scheduled for March of 2025. Contractor completed the second makeup unit MU-2 and installed the new ticket counter belt TC-1. Contractor is working on final two phases which include the final makeup unit (MU-3) and the runoff pier. Substantial completion is expected in late February, project is on schedule.

→ **QTA/Overflow Lot A Project**

The Consolidated Quick Turn Around (QTA) project will relocate all three rental car families to one lot to perform maintenance, fueling, cleaning, and storage. The Project will allow for future development of property along University Parkway and will improve efficiency of the Rental Car's Quick turn-around process. Project was advertised for architectural/engineering qualifications, and the Authority selected PGAL to design, permit, and bid the project. Project design has been completed, but the QTA construction is on hold pending results from the Master Parking Plan that is currently being completed. In the interim, the QTA Bid Package is being redesigned to complete an initial phase that will allow paved overflow and revenue-controlled parking in the project area while planning and design changes continue with the ultimate design of the QTA. This phase will install future stormwater infrastructure, fencing and sidewalks for the future QTA. The project has been advertised for construction bids, with bid opening expected in early March.

→ **Ground Transportation Center Project**

The Ground Transportation Center project will reconfigure and expand the ground transportation area at the west end of baggage claim. The Project will improve efficiency and space for ground transportation including TNCs, taxis, bus, and limos. Project was advertised for bids and the low responsive bidder was approved at the November 2022 board meeting, contracts have been executed, and staff conducted a preconstruction meeting. Contractor has completed the initial phase that constructed the bus loop and the TNC/Turo staging lot. The contractor is currently working on the new restrooms/breakroom facility, constructing the roadway tie-in to General Spatz, and completing the overhead canopy. Several design modifications to improve drainage, sidewalks, and shade canopies were initiated and have extended the project into a late January completion.

→ **15th Street Observation Area Project**

The 15th Street Observation Area will improve the area off 15th Street East that is currently utilized for parking and aircraft viewing. Improvements will include a seating area, shade, lighting, pavement parking, landscape, a playground, and other enhancements. Project was advertised for architectural/engineering qualifications, and the Board selected Sweet Sparkman as the number one ranked firm to complete the design, bidding and permitting for the project. A funding agreement with Manatee County has been executed, and the contract with the approved architect has been executed. The project was advertised for public bids, and the Board approved the low responsive bidder at the January Board meeting. Staff conducted a preconstruction meeting March 8th, County permits were recently approved, and the contractor has mobilized to site and has completed installation of underground stormwater, contractor has rough graded the site and is installing roof on structure. Project is scheduled for completion in late February 2025.

→ **Commercial Apron Expansion Project**

The Commercial Apron Expansion project will expand the commercial apron to the East to allow for additional Remain Over Night (RON) parking and overflow hardstand parking for commercial aircraft. This project will address capacity restraints caused by inclement weather and will allow additional

growth from existing airlines. EG Solutions prepared construction documents, the project was advertised for bids, and the low responsive bidder was approved at the May 2022 Board meeting. An NTP was given July 11, 2022, and contractor mobilized to site. The Project was determined to be substantially complete in February, and contractor has submitted a claim for additional time and costs. Staff evaluated their claim and has determined their claim to be unsubstantiated. Staff has also submitted to contractor a claim for failure to complete on time. Mediation has been scheduled for February of 2025.

➔ **Terminal Concourse Expansion Project**

The Terminal Concourse Expansion project will modify existing Concourse B to provide increased holding room areas, concession areas and support facilities, airline podium upgrades, and upgrade escalators within terminal. Project will also construct a new Ground Boarding Facility with five new gates. The Expansion Project will be designed and constructed in multiple work packages. The following are current updates on each work package:

- Work Package 1: Escalator and Terminal Carpet Replacement; Contractor is substantially complete.
- Work Package 2: Concourse B; Contractor is substantially complete.
- Work Package 3: Utility Packager; Contractor is substantially complete.
- Work Package 5: Ground Boarding Facility; Contractor is substantially complete.
- Work Package 6: Concourse B Improvements & Dedicated outside Air Systems (DOAS); work package was approved by the Board in August 2024. Contractor is installing grease traps near B6, DOAS and Electrical Panels have been ordered. Contractor is preparing GMP for curbside ceiling replacement.
- Work Package 7: Fire Alarm Upgrades and Modifications. Contractor is substantially complete

➔ **General Aviation FIS (GAF) Project**

The GAF project will design, permit, and construct a new General Aviation Federal Inspection Facility for CBP. The project will allow CBP to clear GA aircraft through a facility in the North quad, allowing Southwest to continue to operate from Gate B8. Project was advertised for architectural/engineering qualifications, and the Board selected C&S Engineers. C&S is preparing 100-percent design plans for review. FDOT has executed a funding grant to fund 50/50 of the construction costs. Staff advertised project for bids and received no bids on this project. Staff readvertised project for bids in January, and bids were opened in March. The project received three bids, and all were significantly higher than budget estimates. Staff coordinated with CBP and the project Engineer/Architect to reduce project size and costs. Redesign work is complete, and staff has advertised the project for bids. Staff The Authority approved the low responsive bidder at the November Board meeting. A preconstruction meeting occurred on January 16th, 2025, NTP will be issued once Site Permit has been approved by Manatee County.

➔ **West Apron Expansion & Employee Lot Relocation**

Project will expand the commercial apron on the west side south into the employee parking lot. The expansion will provide for three additional remain overnight parking aircraft parking positions. The apron expansion will impact the existing employee parking lot, which will be relocated and expanded to accommodate current and proposed employee parking. Kimley-Horn and Associates were selected for the design and have completed the design and permitting. Staff received five bids for the project and the Board awarded the project to the low responsive bidder. The contractor has mobilized to the site and has completed the initial phase of work. Contractor has completed the concrete pour for the apron and will begin installing vehicle service road and painting apron early January. Project should be complete by late-January 2025.

➔ **Terminal Concessions**

Project will renovate existing concessionaires on Terminal and Concourse B and construct new concessions within the Ground Boarding Facility (GBF). New Concessions will include Huey Magoo's, Motorworks, Starbucks, Dunkin Donuts, Peets Coffee, Mattison's Grille, Wahlburgers, Anna Maria Oyster Bar, among others. Design drawings are generally at 90-percent; design drawings for concessionaires located in GBF have been submitted to County for approval. Concessionaires have begun construction on Starbucks, Seaside in Concourse B, and on Peets, Patrick's and Anna Maria Oyster Bar in the GBF, and Suncoast Trading bar in the terminal. New concessions within GBF will be complete in early January.

➔ **Master Airport Parking Plan**

Project will evaluate parking facilities needs for SRQ, and coordinate construction with terminal expansion and other airport projects. Staff has issued an RFQ for consultants and Board ranked the top firm at the January Board meeting. Staff negotiated scope and fee, and project was approved at the March 2023 Board meeting. The consultant has prepared final phasing concepts for terminal garage and is coordinating final comments with Rental Car Companies. Staff anticipates Board workshop at the January Board meeting to present concepts, phasing, costs, and potential financing strategies.

➔ **Environmental Assessment**

Project will conduct an environmental assessment (EA) for the future Concourse A expansion, parking garage, and bag claim expansion. Staff negotiated scope and fee, and project was approved. The draft pre-planning report has been prepared and has been submitted to FAA for their review. Pending approval, the formal EA will begin and has a scheduled duration of one-year.

PLANNING

➔ **2024 FDOT JACIP**

Staff updated the FDOT JACIP for FY 2025-2029.

FACILITIES

➔ **PROJECTS:** The Facilities Department is working on multiple projects and maintenance items:

- ATCT: Working on resolution to potable water system.
- Graphics: Hand-outs for passenger parking lots. Construction related signs. Directional signage for parking. Graphics for new vehicles. Layouts for properties.
- Loading Bridge: Bridge PMs.
- Public Works: Painting edge markings. Mowing. Edging of taxiways/perimeter road. ACEs regulator repairs. Sealcoating taxiways. Mowing and seasonal plantings. Holiday decoration removal and storage. Preparations of parking lots for seasonal parking.
- Airfield: Painting edge markings. Mowing. Edging of taxiways/perimeter road. ACEs regulator repairs.
- Conveyor Coverage: The new CBIS is working well. Training continues. Crew is doing PMC&S of equipment.
- Industrial Mechanics: Loading bridge repairs and PMs. T-hangar repairs/demolitions. GBF installations and fabrication. 3rd Floor remodel of Admin/Finance/HR spaces. Install inserts for GBF.
- HVAC: Monitoring plant for functionality as being brought online. GBF HVAC equipment training. Hired new HVAC Supervisor.
- Electronics: Multiple cameras installed and repaired. Access control system maintenance. GBF equipment training and cabling for data network. Wiring Allegiant structure and Connex for power, lighting and fans. Multiple auto door repairs. GPU repairs. Lamp replacements.
- Electrical: Multiple storm related repairs to all areas of airport. T-hangar structural stabilization and rewiring. Generator repair, main terminal completed.
- Carpentry: 3rd Floor remodel of Admin/Finance/HR spaces. Install inserts for GBF.
- Vehicle Fleet: Repairs/ PM's to ARFF vehicles and assisting all departments with repairs. Preparation of ambulance for service.
- Janitorial: New hire training. Starting GBF cleaning chores and checks.

➔ **TOTAL WORK ORDERS: 327**

VEHICLE MAINTENANCE/EQUIPMENT REPAIR - 6 PMs, 30 work orders

SIGN/CADD – 7 PMs, 34 work orders

AIRSIDE (Airfield) - 24 PMs, 0 work orders

LANDSIDE (Landscape, Equip Oper, Public Works) - 46 PMs, 14 work orders

INDUSTRIAL TRADES – 108 PMs, 77 work orders

AGENDA ITEM NO. 8.8

SARASOTA MANATEE AIRPORT AUTHORITY INTERNAL AUDIT/RECORDS RETENTION DEPARTMENT AND INVESTMENT COMPLIANCE REPORT JANUARY 27, 2025 REGULAR MEETING

The following is a recap of Internal Audit Department projects and activities during December 2024:

External Audit: Assisted the external auditors from Plante Moran PLLC with the audit of the Authority's fiscal 2024 financial statements and single audit procedures relative to federal and state grant programs. PM staff were on-site the week of December 2nd and continued working remotely the remainder of the month.

Monthly Investment Activity Compliance Report: During December, two US T-Bills totaling \$9.69 million matured. Proceeds were reinvested in US T-Bills also totaling \$9.69 million with a term to maturity of 84 days and an average yield of 4.38%. This activity is compliant with the Authority's duly adopted Investment Policy.

Risk Management: Working with agents for builder's risk carrier and permanent property carrier to coordinate transition of insurance coverage for assets associated with the terminal expansion project. Continued aiding counsel appointed by liability insurance carrier in defending claims brought by plaintiffs in five separate actions for slip and fall incidents at SRQ. Bi-weekly meetings with representatives of property insurance provider, insurance adjusters, and agents concerning Hurricane Milton damage. Continued to respond to RFI's concerning Hazard Mitigation Grant application for FEMA funds provided post Hurricane Ian that would be used for wind retrofit of terminal building.

Parking: Continued serving in control capacity for issuance and sale of parking validations and credentials to Authority departments and tenants. In November, a total of 355 validations were issued distributed. Twenty-six VIP cards were distributed to former commissioners and elected officials from both Sarasota and Manatee counties.

Records Requests: The Records Department received and processed 11 external/public record requests and 2 internal records requests during the month.

Management of Paper Records: The Records Department received and processed 26 central file records and pulled 2 boxes of records from the paper records inventory for scanning and destruction. A total of 3 bags of obsolete, superseded, and duplicate records equaling 2.89 cubic feet were shredded per Authority directives and in accordance with Florida statutes.

AGENDA ITEM NO. 8.9

**SARASOTA MANATEE AIRPORT AUTHORITY
INFORMATION TECHNOLOGY DEPARTMENT
January 2025**

System upgrades and implementation:

- Evaluation to determine redundancy and environmental needs for Network Operation Centers- implementation of new server cabinet technologies- Airside complete.
- Additional fiber installation planned for Terminal and Concourse- In progress.
- Hardware refresh of computer systems- 200+ systems upgraded. Ongoing
- Windows 11 upgrade- In progress
- Security Awareness online training- Renewed/ Ongoing.
- Anti-phishing solution to improve email security – monitoring.
- Datacenter backup solution upgrade- In progress.
- PA System Upgrade and expansion in TC6- Complete

Common Use:

- Working with airlines on continual support for Ticket/Gate operations- ongoing
- Use of Aerocloud CUPPS for expanded gate capacity- ongoing.
- Working with Engineering and contractor on Concourse B realignment- Complete

Phone System:

- ShoreTel phones will continue their upgrade to new Mitel phones- Ongoing.
- Shoretel phones system upgraded to new Mitel platform- Complete
- Expansion of Mitel system into the GBF- Complete

SRQ Web Page:

- Ongoing updates- Website refresh including Home screen updates, Updated pictures and content-in progress.

IT Assessment

- Ongoing: Updating policies and procedure to comply with NIST, CJIS and CIS frameworks.

Training:

- Network +\ MCP Certification- In progress
- CCNA Certification- Complete
- MCA Training- In progress
- MCE Training- Complete
- CJIS Training- Complete
- CISSP Training- Complete

Project Coordination:

- Conversion to digital record with Internal Audit- working with Purchasing and Internal Audit for scanning of documents including CAD files- Migrated to Managed Cloud
- FOTS cabinet upgrades- identify replacement UPS/ Cooling options- In progress.
- Distributed Antenna System (DAS) install by Crown Castle- Verizon evaluating installation.
- Airport Wide WIFI system upgrades- New APs and equipment upgrades in progress.
- Working with Facilities to setup new Telecom closet at revenue house- complete.
- Managed Network Services provider coordination- Ongoing
- Upgrade the PA system switches- Complete
- GBF- New network equipment for FIDS, WIFI, CUPPS- complete