

**PROFESSIONAL SERVICES AGREEMENT
FOR
JANITORIAL MANAGEMENT SERVICES
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
OWENS, RENZ & LEE CO., INC.**

This Professional Service Agreement (this "Agreement") for Janitorial Management Services made and entered into this 11th day of May, 2026, (the "Effective Date") by and between the Sarasota Manatee Airport Authority, an Independent Special District of the State of Florida, (hereinafter referred to as the "Authority"), and Owens, Renz & Lee Co., Inc., a corporation of the State of Connecticut, and Foreign Profit Corporation of the State of Florida, registered to do business in the State of Florida (hereinafter, referred to as the "Manager"), collectively hereinafter, referred to as the "Parties".

WITNESSETH

WHEREAS, the Authority wishes to retain professional janitorial management services to efficiently and effectively provide janitorial services for the Airline Passenger Terminal (the "Terminal") located at the Sarasota Bradenton International Airport (the "Airport") for the benefit of the traveling public (hereinafter "Services"); and

WHEREAS, the Authority publicly solicited Request for Proposals and Qualifications No. P-260003, "Janitorial Management Services Annual Contract", dated January 28, 2026, for competitive proposals for said Services (hereinafter, the "RFP"), which RFP is attached hereto and incorporated herein in its entirety as Attachment A to this Agreement; and

WHEREAS, the Manager submitted a sealed proposal and qualifications in response to the RFP, dated March 5, 2026 (hereinafter, the "Sealed Proposal"), which Sealed Proposal is attached hereto and incorporated herein in its entirety as Attachment B to this Agreement; and

WHEREAS, the Manager was selected by the Authority in accordance with the evaluation criteria set forth in the RFP as the most preferred proposer among all proposals received by the Authority in response to the RFP; and

WHEREAS, the Manager has certified to the Authority that it possesses the professional knowledge and experience required to efficiently and effectively provide the Services requested, and is prepared to begin and continually provide all administrative skills, labor, supervision, materials, equipment and incidentals required to efficiently and effectively provide the Services; and

WHEREAS, the Parties wish to enter into this Professional Services Agreement for said in the Terminal at the Airport,

NOW, THEREFORE, for and in consideration of the mutual terms, covenants, and conditions contained herein, the Parties heretofore agree as follows:

ARTICLE 1
Definitions of Terms

The following terms are defined to provide the Parties a common understanding for their application to this Agreement.

1.01 Accounts Payable. Accounts Payable shall mean the unit within Authority Finance Department that deals with accounts payable.

1.02 Activities. The term Activities shall mean the total of all Tasks required by the Manager to perform the Services set forth in the Scope of Services approved by the Parties pursuant to this Agreement.

1.03 Additional Services. The term Additional Services shall mean any services requested by the Authority and performed by the Manager beyond the General Cleaning Services included in the Scope of Services approved by the Parties pursuant to this Agreement, as set forth in a duly executed Task Order by the Parties pursuant to this Agreement.

1.04 Authority. The term Authority shall mean the Sarasota Mantee Airport Authority, an Independent Special District of the State of Florida, its Board of Commissioners, members, officers, agents and employees authorized by the Authority to act on the Authority's behalf relative to this Agreement.

1.05 Chief Executive Officer or CEO. The term President and Chief Executive Officer shall mean the President and Chief Executive Officer employed by the Authority.

1.06 Compensation. The term Compensation shall mean the total monetary consideration paid or to be paid to the Manager for Services set forth in the Scope of Services approved by the Parties pursuant to this Agreement.

1.07 Contract Documents. The term documents shall mean the following documents which are hereby incorporated to this Agreement in their entirety by reference, which documents include RFP No. P-260003, "Janitorial Management Services Annual Contract", dated January 28, 2026, and all its addenda, which RFP is attached hereto and incorporated herein in its entirety as Attachment A to this Agreement; the Managers Sealed Proposal, dated March 5, 2026, which Proposal is attached hereto and incorporated herein in its entirety as Attachment B to this Agreement. In the event of a conflict between this Agreement and any Contract Document so incorporated by reference, the terms of this Agreement shall control.

1.08 Federal Aviation Administration or FAA. The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.

1.09 Manager. The term Manager shall mean the legal entity who, by execution of this Agreement, is contractually required to perform the Services set forth in the Scope of Services approved by the Parties pursuant to this Agreement.

1.10 President and Chief Executive Officer. The term President and Chief Executive Officer shall mean the President and Chief Executive Officer employed by the Authority responsible for the execution of all Task Orders, and all Services therein, approved by the Parties pursuant to this Agreement.

1.11 Qualified Personnel or Personnel. The term Qualified Personnel or Personnel shall mean the Manager's employees and Manager's Subcontractors, if any, properly licensed and capable of performing the Services set forth in the Scope of Services approved by the Parties pursuant to this Agreement.

1.12 Request for Proposals. The term Request for Proposals or RFP shall mean that certain Request for Proposals and Qualifications P-260003, "Janitorial Management Services Annual Contract", dated January 28, 2026, for the Services, which RFP is attached hereto and incorporated herein in its entirety as Attachment A to this Agreement.

1.13 Scope of Services or Services. The term Scope of Services or Service shall mean the total of all General Cleaning Services, Tasks Orders for Additional Services, and Floor Care, if any, incorporated by written amendment to this Agreement, provided by the Manager as set forth in the Scope of Services approved by the Parties pursuant to this Agreement, attached hereto and incorporated herein in its entirety as Attachment C to this Agreement.

1.14 Services Manager. The term Services Manager shall mean the individual designated in writing by the Manager that is responsible for ensuring that all Services are provided in accordance with

the requirements of this Agreement and shall serve as the primary contact for all Services.

1.15 Subcontractor. The term Subcontractor shall mean the Manager's contractor, subcontractor or agent approved in writing by the Authority and engaged by the Manager, if any, to perform certain Services or Additional Services, or portions thereof, set forth in the Scope of Services or a duly executed Change Order approved by the Parties pursuant to this Agreement.

1.16 Task or Task Order. The term Task or Task Order shall mean those individual activities that comprise the Services performed or to be performed by the Manager set forth in the Scope of Services approved by the Parties pursuant to this Agreement.

1.17 Terminal Manager. The term Terminal Manager shall mean the authority's Director of Facilities or such other individual designated by the Authority's President/CEO to provide information, communications, coordination, guidance, instruction and approval of all Services pursuant to this Agreement.

1.18 Time of Performance. The term Time of Performance shall mean the maximum amount of time for the Manager to perform the Services set forth in the Scope of Services approved by the Parties pursuant to this Agreement.

1.19 TSA. The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

1.20 Work Product. The term Work Product shall include, but not limited to, all information, data bases, models, budget, schedules, forecasts, projections, reports, summaries, presentations and other documents and materials prepared by Manager for this Agreement, whether complete or partially complete.

ARTICLE 2

Term of Agreement

2.01 Initial Term. The initial term of this Agreement shall commence upon the Manager's receipt of a Notice to Proceed issued by the Authority, (the "Commencement Date"), and shall expire five (5) years immediately thereafter, (the "Initial Term"), unless earlier terminated as provided herein. In the event it becomes impracticable or impossible for the Manager to complete any Services within the Term of this Agreement, due to circumstances beyond the control of the Manager, this Agreement may be extended by the Authority on a month-to-month basis until those Services are fully completed, unless otherwise agreed to by a duly executed Task Order executed by the Parties.

2.02 Renewal Terms. This Agreement may be renewed by the Parties under the same terms, covenants and conditions herein for up to two (2) additional one-year terms (the "Renewal Terms"), which Renewal Terms may be awarded singly or collectively at the discretion of the President/CEO upon prior written notice to the Manager, subject to the Manager's approval thereto.

2.03 Termination for Convenience. The Authority may, by prior written thirty (30) days' notice to the Manager, terminate this Agreement for its convenience, with or without cause or default on the part of the Manager. Upon receipt of such a notice of termination, except as explicitly directed by the Authority in writing, the Manager shall immediately discontinue all Services. Upon termination of the Agreement, this Manager shall deliver to the Authority all Work Product including, but not limited to, all information, data bases, models, budget, schedules, forecasts, projections, reports, summaries, presentations and other documents and materials prepared by Manager pursuant this Agreement, whether complete or partially complete. The Authority shall issue equitable compensation to the Manager for all satisfactory work completed up to the date of termination declared by the Authority provided that such compensation, together with all other compensation previously paid under this Agreement, shall not exceed the total Compensation established set forth herein. Said Compensation shall not include overhead expenses or anticipated profit for Services that have not been performed.

ARTICLE 3
Scope of Services

3.01 Scope of Services. Except as may be modified by Task Order or written amendment to this Agreement executed by the Parties hereto, the Manager shall provide all General Cleaning Services identified in the Scope of Services, attached hereto and incorporated herein in its entirety as Exhibit C to this Agreement. Floor Care Services may only be provided by written amendment to this Agreement executed by the Parties hereto. Additional Services may only be provided by written Task Order issued pursuant to this Agreement, without the need for an amendment to this Agreement.

3.02 Notice to Proceed. Following the execution of this Agreement by the Parties, the Authority shall issue to the Manager a written Notice to Proceed to commence all General Cleaning Services ("Services"), Additional Services, or any portion thereof, required by the Authority, after which time the Manager shall be authorized to perform those Services so authorized in the Notice to Proceed. The Authority shall not be liable to the Manager for any costs incurred by the Manager, its Subcontractors, or Qualified Personnel prior to the issuance of the Notice to Proceed.

3.03 Terminal Manager. The Authority's Director of Facilities or his designee shall serve as the Authority's primary contact responsible for all communications, coordination, guidance, instruction and approval of all Services completed under this Agreement (hereafter, the "Terminal Manager").

3.04 Services Manager. The Manager's designee, as approved in writing by the Authority, shall serve as the Manager's primary contact responsible for all communications and coordination with the Terminal Manager and the successful performance of all Services required pursuant this Agreement, including all duties and responsibilities set forth herein (hereafter, the "Services Manager").

3.05 Communications. Communications and coordination shall be initiated and continually maintained throughout the Term of this Agreement between the Services Manager and the Terminal Manager regarding all Services. Each Party shall furnish to the other Party such information, documents, instruments and conveyances, and take such actions as may be reasonably required or desirable to provide all Services in accordance with the terms, covenants and conditions of this Agreement and the Scope of Services, attached as Exhibit C to this Agreement.

3.06 Time of the Essence. Time is of the essence regarding all Services provided pursuant to this Agreement. The efficient and effective completion of all Services is essential to the commercial interests of the Authority. The Manager acknowledges that the Authority may suffer damages if the Manager does not complete all Services in accordance with the Time of Performance.

3.07 Force Majeure Events. Any delay to the Time of Performance for any Services set forth in the Scope of Services, attached as Exhibit C pursuant to this Agreement shall not constitute a default under this Agreement to the extent that such delay or failure of performance could not be prevented by Manager's exercise of professional care in response to: (a) acts of God, (b) fire or other casualty, (c) war, (d) public disturbance, (e) failure of the Authority, FAA or other governmental entity with oversight over the Premises to issue or deliver any permit, license or consent needed for the construction of the Required Improvements through no fault, delay, action, or inaction of Manager, (f) and/or pandemics, strikes or other labor disturbances or material/supply shortages affecting the Sarasota/Manatee area not attributable to the failure of Manager to perform its obligations under any applicable labor Agreement or law and directly and adversely affecting Manager (hereinafter, a "Force Majeure Event"). In no event shall the inability to obtain financing be deemed a Force Majeure Event.

3.08 Licenses and Permits. The Manager shall be solely responsible for applying, acquiring, and maintaining all applications commercial licenses, permits or registrations required by any federal, state or local governmental agency having authority over any Services pursuant to this Agreement, and as are necessary to apply for, acquire and maintain all renewal licenses, permits or registrations required by any federal, state or local governmental agency pursuant to this Agreement.

ARTICLE 4
Manager Compensation

4.01 Compensation. Subject to compliance with all terms, covenants and conditions of this Agreement, the Authority shall compensate the Manager each month throughout the Term of this Agreement for all Services performed pursuant to this Agreement. For purposes of this Agreement, the terms "General Cleaning Services" and "Floor Care" shall individually and collectively be considered Services. The Compensation for said Services shall always be determined as follows:

- A. General Cleaning Services. The Manager shall provide all General Cleaning Services required pursuant to this Agreement. The total Compensation paid by the Authority to the Manager for "General Cleaning Services" each year throughout the Term of this Agreement shall not exceed the "Price Proposal" for each year contained within the "Detailed Cost Proposal" submitted as part of the Manager's Sealed Proposal, attached as Exhibit B to this Agreement.
- B. Floor Care. The Authority reserves the right throughout the Term of this Agreement to require or not require the Manager to provide "Floor Care". Floor Care may only be provided by a written amendment to this Agreement executed by the Parties hereto. The total Compensation paid by the Authority to the Manager by amendment to this Agreement for "Floor Care", if any, each year throughout the Term of this Agreement shall not exceed the Floor Care "Annual Cost Estimate" each year within the "Detailed Cost Proposal" submitted as part of the Manager's Sealed Proposal, attached as Exhibit B to this Agreement, or as may otherwise be determined based on an amendment to this Agreement, executed by the Parties hereto.
- C. Additional Services. The Authority reserves the right throughout the Term of this Agreement to require or not require the Manager to provide "Additional Services". Additional Services may only be provided by a written Task Order issued pursuant to this Agreement executed by the Parties hereto. The total Compensation paid by the Authority to the Manager for "Additional Services" each year throughout the Term of this Agreement shall be determined by and shall not exceed the "Hourly Billing Rates" in the "Hourly Rate Schedule" within the "Detailed Cost Proposal" submitted as part of the Manager's Sealed Proposal, attached as Exhibit B to this Agreement.

Compensation in all circumstances shall not exceed the total Compensation amounts set forth in this Article. Said Compensation may only be increased by a written amendment to this Agreement executed by the Parties hereto.

4.02 Method of Payment. Payments to the Manager for Services completed shall be made upon receipt of a proper invoice and in compliance with F.S. 218, otherwise known as the "Florida Prompt Payment Act," and, pursuant to the Authority payment policies described herein. Should the Authority object or take exception to the amount of any Manager's invoice, the Authority shall promptly notify the Manager of such objection or exception. If such an objection or exception remains unresolved at the end of the payment period, the Authority shall withhold the disputed amount and make payment to the Manager of the amount not in dispute. The Manager shall pay all Subcontractors, if any, who have submitted verified invoices for work already performed within ten (10) calendar days after the Manager has been paid by Authority. Any exception to this prompt payment provision shall only be for good cause following prior written approval of the Authority. Failure of the Manager to pay any of its Subcontractors in this manner shall be considered a breach of this Agreement.

The Manager will receive electronic payments via Automated Clearing House (ACH) or Purchasing Card (P-Card). The Authority reserves the right to modify the electronic payment methods and processes at any time. The Manager may change its selected electronic payment method during the Term of this Agreement, subject to approval by the Authority's Terminal Manager. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such a disputed amount is resolved by mutual agreement of the Parties. If day 30 falls on a Saturday, Sunday, or an Authority recognized holiday, the deadline shall fall to the following Monday.

4.03 Invoice Statements. Manager will submit all invoices to the Authority monthly or more frequently as instructed by the Authority in accordance with the following:

- A. At the beginning of each month, the Manager shall submit to the Authority an invoice for the Services performed during the previous month. Manager shall be entitled to submit no more than one invoice statement to the Authority each calendar month for Services performed by the Manager during the preceding calendar month. The Authority shall determine the correctness of such invoice. If the invoice is correct, the Authority shall pay the Manager the amount certified, minus any deductions, or penalties assessed. No certification or payment shall, at any time, preclude the Authority from showing that such certification or payment was incorrect or from recovering any money paid more than that due.
- B. The Manager's invoices shall specify: (1) the Manager's tax identification number, (2) the date the Services were performed, (3) a description of the Services, (4) the person(s) who performed the Services, (5) the actual time incurred, (6) the Hourly Rate, and (7) the actual fee assessed (time incurred multiplied by the hourly rate), or alternatively the monthly Lump Sum amount of Compensation agreed to by the Authority. The Manager's invoice statements shall be itemized by line item to correspond to the basis of Compensation set forth in the Detailed Cost Proposal found in Exhibit B, Manager's Sealed Proposal, or the Hourly Rates set forth in Exhibit D, Hourly Rate Schedule, pursuant to this Agreement.
- C. Any invoices required by this Agreement shall be created and submitted by Manager to Authority Finance Department via email invoices@flysrq.com in a form acceptable to Authority and shall include at a minimum the invoice date, invoice amount, dates of Services performed, and purchase order number.
- D. All invoices submitted to the Authority are public records and may be subject to disclosure via public records requests. Vague or overly broad charges such as "research" or "preparation" may not be accepted for payment.
- E. The Authority reserves the right to evaluate the reasonableness of the amount charged by the Manager of each invoice and will reduce or strike any charges inconsistent with the Detailed Cost Proposal found in Exhibit B, Manager's Sealed Proposal, or the Hourly Rates set forth in Exhibit D, Hourly Rate Schedule, or other supplemental written understanding pursuant to this Agreement, if any, and will explain the reason for any such actions. Payment by the Authority for Services completed shall not be deemed or interpreted in any way to constitute approval or acceptance by the Authority of any such Services. The Manager shall be solely responsible for the acceptable completion of all Services, as deemed solely by the Authority, before total Compensation is paid.
- F. No payment for any Services rendered shall be payable by the Authority for any period in which the Manager fails to complete all the scheduled Services. However, the Authority may agree to pay a reduced or prorated amount if the Manager's failure to furnish the Services as specified was beyond the Manager's reasonable control or was otherwise approved by and/or is in the best interest of the Authority. In addition to any other rights granted to the Authority hereunder, the Authority shall have the right at any time during the term of the Agreement to withhold from any monies otherwise due and payable to the Manager such sums as the Authority may deem necessary or desirable to protect the Authority against failure or delay in performance by the Manager of its obligation hereunder, which right may be exercised by the Authority with or without revoking or terminating this Agreement.
- G. Invoices from outside service vendors in amounts less than Five Hundred Dollars (\$500.00) will be paid by the Manager and included as disbursements in the monthly invoice to the Authority. Invoices from outside service vendors more than that amount shall be subject to approval by the Authority's Terminal Manager prior to incurring the expense. Receipts for all disbursements incurred by the Manager shall be provided to the Authority.

- H. All Services shall be scheduled with the Terminal Manager and shall be accomplished during the hours scheduled. The Authority has the right to request Services to be performed during both regular and non-regular hours in accordance with these specifications. The Authority may, during regular business hours, inspect and make copies of that portion of the Manager's books and records which pertain to the costs incurred in furnishing the Services under this Agreement.
- I. The Authority shall pay the Manager monthly as specified herein upon thirty (30) days of receipt of an acceptable invoice and for work satisfactorily completed during that period. Acceptability of work performed shall be determined solely by the Authority subject to 25% monthly deduction based on Authority's inspection.
- J. No invoiced amount shall be paid by the Authority for any facilities that are taken out of service by the Authority for a period of more than thirty (30) days.

4.04 Payment at Termination of Services. In the event of termination of this Agreement at the convenience of the Authority, not at the fault of the Manager, the Authority shall only compensate the Manager for: (1) Services performed and reimbursable expenses incurred up to and including the date of termination; and, (2) reasonable expenses incurred by the Manager in affecting the termination of Services. In no event shall Manager be entitled to any damages or remedies for wrongful termination.

4.05 Payment for Suspension of Services. In the event the Authority suspends all or part of the Services required to be performed by the Manager pursuant to this Agreement, the Authority shall compensate the Manager only for the Services performed and completed up to and including the effective date of suspension and any reasonable expenses incurred or associated therewith, attributable to such suspension.

4.06 Entitlement to Fees. In the event the Services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension, in whole or in part; and/or, (3) modification by the subsequent issuance of any Task Order, other than receiving the compensation as set forth herein above, the Manager shall not be entitled to receive Compensation for any incurred or anticipated fees, profit, general and administrative overhead expenses or for any other anticipated income or expense that may be associated with the Services terminated, suspended, eliminated, cancelled or decreased.

4.07 Taxes. All taxes of any kind attributable in any way to the Services provided pursuant to this Agreement shall be paid by the Manager. The laws of the State of Florida provide that sales tax and use taxes attributable to any tangible personal property incorporated in the provision of Services provided shall be paid by the Manager.

ARTICLE 5

Manager Obligations

5.01 Regulations and Licenses. The Manager shall maintain throughout the Term hereof, as may be amended, all business licenses required to perform all Services set forth in the Scope of Services pursuant to this Agreement. The Manager shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in effect or as may be issued by any governmental agency with jurisdiction over any of the Services pursuant to this Agreement. If Manager, its Subcontractors, and Qualified Personnel or any other individuals under its control fail or refuse to comply with said laws, and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, the Manager shall reimburse Authority for the full amount of any such monetary penalties or other damages paid by Authority. All said amounts shall be paid by the Manager within fifteen (15) days from the date of any written notice issued by the Authority.

5.02 Standards of Professional Care. The Manager shall always apply the degree of proficiency and Professional Standard of Care exercised by similar Managers within the same industry performing the same

or substantially similar Services under similar conditions at the time the Services are performed ("Professional Standards of Care"). The Manager's Professional Standard of Care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. The Manager shall comply with all applicable promulgated laws, rules, regulations, ordinances, codes, policies, standards, and practices in effect at the time the Services are performed required by each governmental agency with jurisdiction over the method and manner of execution of any Services, or portion thereof, approved by the Parties pursuant to this Agreement. Any subsequent revision to said laws, rules, regulations, ordinances, codes, policies, standards, and practices that require the Manager to perform Services in a manner materially different from that set forth in the Scope of Services, attached as Exhibit C to this Agreement, shall be sufficient cause for the Parties to amend this Agreement.

5.03 Quality Assurance. The Manager shall be solely responsible for the quality, character, adequacy and timely completion of all Services approved by the Parties pursuant to this Agreement, including but not limited to the application of all Services provided, performed, applied, obtained or relied upon by the Manager, its Subcontractors, and Personnel. The Manager shall rely on the accuracy and completeness of all documentation provided by the Authority. The Manager shall not be required to verify the accuracy or completeness of any said documentation provided by the Authority unless specifically set forth in the Scope of Services or Task Order duly executed by the Parties.

5.04 Services Manager. The Manager agrees to provide an experienced and qualified Services Manager acceptable to the Authority throughout the Term of this Agreement, as may be amended. The Services Manager shall act on behalf of the Manager to coordinate, direct, administer, and ensure the successful performance of all Services approved by the Parties pursuant to this Agreement. The Services Manager shall devote whatever time is required to direct, supervise, coordinate and manage all its Subcontractors and Personnel and ensure the adequate and timely completion of all Services. The Services Manager shall have the authority to commit the Manager on any matter arising pursuant to this Agreement unless substitute arrangements have been approved in writing by the Authority. The Manager's selection and appointment of an individual to serve as the Services Manager shall be subject to the prior written approval of the Authority. For purposes of this Agreement, the Manager hereby designates Robert Owens as the Services Manager who shall serve as the Manager's primary representative to whom all correspondence, instruction, coordination, and requests shall be directed. The Manager shall make every effort to maintain continuity of its Services Manager and all Personnel pursuant to this Agreement. Any changes, temporarily or otherwise, regarding the identity of the Service Manager, Subcontractors or Personnel shall be subject to the prior written approval of the Authority's Terminal Manager, which approval shall not be unreasonably withheld.

5.05 Nondiscrimination. The Manager for itself, its successors, and assignees does hereby covenant and agree that in the furnishing of Services to the Authority pursuant to this Agreement, no person on the grounds of race, color, creed, ethnicity, age or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination of any kind. The Manager shall fully comply with the Authority's Affirmative Action Plan and all applicable federal and state laws in the hiring of all Services Manager, Subcontractors and all Personnel.

5.06 Subcontractors. The Manager shall have the right, subject to the Authority's prior written approval, to employ individuals and/or other entities to serve as Subcontractors to the Manager to perform Services, or any portions thereof, as defined in the Scope of Services or any Task Order approved by the Parties pursuant to this Agreement. The Manager's Subcontractors, if any, shall be properly licensed, registered, registered, insured and authorized to do business in the State of Florida. The Manager shall be fully responsible for the satisfactory performance and completion of all Service provided by each of its approved Subcontractors.

5.07 Immigration and Nationality Act. All contracts between the Manager and its Subcontractors, if any, shall stipulate in all Agreements for Services with its Subcontractors that the Subcontractors shall be subject to the Professional Consultant Work Performance Evaluation System defined in Chapter 14-75, Florida Administrative Code. The Manager shall expressly require all its Subcontractor performing Services pursuant to this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify

the employment eligibility of all Personnel hired by said Manager's Subcontractor during the Term of this Agreement. The Authority shall consider the employment by Manager and any Subcontractors engaged by the Manager pursuant to this Agreement, of any unauthorized alien as a direct violation of Section 274(A)(e) of the Immigration and Nationality Act. Any such violation shall be sufficient justifiable cause for termination of this Agreement by the Authority if the Manager or Manager's Subcontractors knowingly employs any unauthorized alien.

5.08 Public Entity Crimes. This Agreement is subject to Article 287.133(3)(a), Florida Statutes, which Statutes provides in part that any person or entity placed on the Convicted Vendor List of the State of Florida Authority of Management Services (the "Convicted Vendor List") following a conviction for a public entity crime may not submit a bid on a Agreement to provide any goods or services to a public entity, may not submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform any work as a contractor, subcontractor, agents, affiliates, vendor or supplier under a Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Category Two, for a period of thirty-six (36) months following the date placed on the Convicted Vendor List. By entering into this Agreement or performing any Services in furtherance of this Agreement, Manager certifies that the contractor and its subcontractors, agents, affiliates, vendors and suppliers who perform any Services pursuant to this Agreement, have not been placed on the Convicted Vendor List within the thirty-six (36) months immediately preceding the Effective Date hereof.

5.09 Scrutinized Companies. This Agreement is subject to Article 287.135, Florida Statutes. By entering into this Agreement or performing any Services in furtherance hereof, Manager certifies that the Manager and Manager's Subcontractors, agents, affiliates, vendors and suppliers who perform any Services pursuant to this Agreement, have not been placed on the Scrutinized Companies Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Article 215.473, Florida Statutes, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Article 215.4725, Florida Statutes, or is engaged in business operations in Cuba or Syria. If Authority determines, using credible information available to the public, that a false certification was provided by the Manager, this Agreement shall be terminated and a civil penalty equal to the greater of Two Million Dollars (\$2,000,000) or twice the amount of this Agreement shall be imposed on the Manager, pursuant to Article 287.135, Florida Statutes.

5.10 Discriminatory Vendor List. Pursuant to this Agreement, the Manager shall be responsible to ensure that an entity or affiliate who has been placed on the Florida Department of Management Discriminatory Services Vendor List may not submit a bid on an Agreement to provide goods or services to a public entity, may not submit a bid on an Agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, subcontractor, agents, affiliates, vendor or supplier under Agreement with any public entity, and may not transact business with any public entity.

5.11 Mandatory Non-Federal Funded Agreement Provisions. All Mandatory Contract Provisions set forth in Article 8.03(A), 8.03(B), and 8.03(C) paragraphs 1 through 6 of this Agreement shall be included by the Manager in all contracts, solicitations for bids, request for proposals, and solicitations for negotiated contracts pursuant to this Agreement, regardless of the source of funding.

5.12 Confidentiality. The Manager shall not publish, copyright, or patent any Work Product of any kind, developed pursuant to this Agreement, it being understood that all such Work Product is the property of the Authority. Manager shall make no statements, press releases, or publicity releases, nor divulge, furnish, or make available to any individual or entity, during the term of this Agreement, regarding any data or other information concerning this Agreement or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without Authority's prior written consent, or unless incident to the proper performance of Manager's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Manager or any Subcontractors pursuant to this

Agreement. Manager shall require all its Subcontractors and Personnel to comply with the provisions of this paragraph.

5.13 Representations. The Manager in performing Services pursuant to this Agreement thereto shall only represent the Authority in the manner and to the extent specifically set forth in the Scope of Services or Task Order approved by the Parties pursuant to this Agreement. The Manager is not authorized to act on the Authority's behalf, and shall not act on the Authority's behalf, in such a manner as to result in changes to: (1) the Compensation to be paid the Manager; (2) the time, manner or acceptable form for completing the Services required by this Agreement; (3) the Scope of Services set forth in this Agreement, or (4) the acceptability thereof. The Authority will neither assume nor accept any obligation, commitment, responsibility, or liability which may result from representation by the Manager not specifically provided for and authorized as stated hereinabove.

5.14 Badging, Safety and Security. The Manager, its Subcontractors and Personnel shall abide by all applicable safety and security regulations of the Authority and the Transportation Security Administration (TSA). Any of persons who require unescorted access to any area of the Airport where access is controlled for security reasons must make application for, and wear, Airport security badges. Those individuals must submit personal data for a Security Threat Assessment conducted by the TSA as required by Part 1542 of Federal Transportation Regulations and attend a security training session conducted by the Authority's Operations Department. If applying for a Security Identification Display Area (SIDA) badge, a Criminal History Records Check (CHRC) shall be completed for each individual Personnel. At the time the application is made, the Manager is responsible for payment of the current fee for fingerprinting and the fee for issuance of an initial security badge for any person to whom this provision applies. The current fees are \$30 per Airport Operations Area (AOA) badge and \$160 for each SIDA badge. Any badge not returned upon completion of the work contemplated by this solicitation is subject to a \$200 fee.

5.15 Removal of Personnel. The Manager shall, within thirty (30) days, following discussions between the Parties and the receipt of a prior written notice from the Authority, with or without cause, remove and replace any Services Manager, Subcontractor, or Personnel engaged by the Manager pursuant to this Agreement.

ARTICLE 6

Authority Obligations

6.01 Service Requirements. All criteria, guidelines, and/or other requirements of the Authority relative to the performance of the Services by the Manager, whether operational, mechanical, technical or otherwise, shall in all cases be included in the Scope of Services or Task Order, as approved by the Parties, which shall be binding and enforceable pursuant to this Agreement. Any additional criteria required by the Authority relating to any Services performed or to be performed by the Manager, whether operational, mechanical, technical or otherwise discovered or occurring during the performance of any Services, shall be appropriately documented as set forth herein.

6.02 Access to Information. At the Manager's request, the Authority shall provide Manager, at no cost to the Manager, all information known to be on file with the Authority, to assist the Manager in performing any Services approved by the Parties pursuant to this Agreement. Such information shall include, but not be limited to, any, analysis, reports, appraisals, plans, schedules, drawings, specifications, maps, surveys, easements, rights-of-ways, contours, investigations, inspections and laboratory tests applicable thereto.

6.03 Access to Property. The Authority shall, with reasonable prior notice by the Manager, provide to the Manager promptly thereafter access to all areas of the Terminal necessary, as determined solely by the Authority, to assist the Manager to perform any Services approved by the Parties pursuant to this Agreement. Such access shall not be exercised in such a manner or to such an extent to impede, interfere, or adversely affect Airport operations, operations of others, or the health, safety, or security of any

individual. The Authority reserves the right to control the method, manner, and timing of all access by the Manager. Such access may or may not occur during normal business hours.

6.04 Terminal Manager. The Authority President/CEO or his/her designee shall designate a Terminal Manager who shall serve on behalf of the Authority for all Services set forth in the Scope of Services approved by the Parties pursuant to this Agreement. The Authority shall make all such designations in writing and inform the Manager of each designation concurrent with the execution of each Task Order, if any. The Terminal Manager shall review the Services performed for compliance with the requirements of the Scope of Services or applicable Task Order and provide coordination, guidance, instruction and approvals as required in compliance with the requirements of the Scope of Services or Task Orders approved by the Parties. Review of Services by the Terminal Manager shall not constitute a full review for compliance or a peer review for compliance of any standards, rules, regulations, or acceptable industry practices, or the accuracy or proficiency thereof. The Terminal Manager shall not issue any instruction to the Service Manager that would have the effect, or be interpreted to have the effect, to modify in any Services or Task Order, including, but not limited to the Services, Time of Performance and Compensation set forth therein.

The Terminal Manager shall respond to the Service Manager in a timely manner to all written and verbal requests received or submitted by the Service Manager and shall be available to the Service Manager during normal business hours within a reasonable period after appropriate notice is given by the Service Manager regarding any matter affecting any Services or Task Order. In the event of a delay in Service attributable to the Terminal Manager's failure to respond to the Service Manager's requests in a timely and accurate manner or other delay in Services caused by the Authority or circumstances beyond the control and without fault or negligence of the Service Manager that result in the Time of Performance of any Services and/or Task Order to be extended, the Authority shall extend said Time of Performance equivalent to such delay incurred by issuing a Time Extension Letter executed by the Authority's President/CEO. Said Letter shall not be used to approve any additional Compensation.

6.05 Annual Budget Review. The Parties shall meet annually to review the Services and Personnel requirements for the Authority's next budget year, which review shall include a written assessment of the performance of all Personnel (the "Annual Budget Review"). Prior to the Annual Budget Review, the Service Manager shall conduct a written assessment of all Personnel, including recommendations for adjustments in compensation attributable to any Personnel, and shall provide the results of its reviews and recommendations to the Authority for its consideration. The Authority reserves the right in its sole discretion to approve or not approve all assessments and to request any adjustment in compensation for any Personnel.

In the same manner, prior to the Annual Budget Review, the Authority shall conduct a written assessment of the Service Manager's performance. The Authority reserves the right to adjust or not to adjust the Service Manager's compensation. Any increase or reduction in Services or Compensation attributable to the Annual Budget Review shall be documented in written letter executed by each Party without the need for a formal amendment to this Agreement. Any obligations of the Authority that require financial funding shall be subject to and contingent upon annual budgetary funding and appropriations by the Sarasota Manatee Airport Authority Board.

ARTICLE 7

Insurance and Indemnification

7.01 General Requirements. The Manager shall maintain such insurance as will protect the Manager and the authority from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and, (4) from claims for injury to or destruction of tangible property including loss of use resulting therefrom; any or all of which claims may arise out of, or result from, the Services, and all other activities carried out pursuant to and under the

requirements of this Agreement, whether such Services be by the Manager, its Subcontractors, Personnel or anyone employed by or under the supervision of any one or more of them, or for whose acts any of them may be legally liable

If the Manager engages Subcontractors to assist the Manager in performing Services pursuant to this Agreement, the insurance coverages required by the Manager pursuant to this Article shall cover all Services provided or performed by all Manager's Subcontractors and Personnel engaged by the Manager. In the event that any of the Manager's Subcontractors engaged by the Manager is not covered by the Manager's Insurance Policies, it shall be the responsibility of the Manager to ensure that all its Subcontractors have fully complied with the Authority's insurance requirements for the Manager which protection shall be obtained and written for not less than the insurance limits of liability specified hereinafter, or as required by law, whichever is greater.

7.02 Professional Liability Insurance. The Consultant shall maintain during the Term of this Agreement, and for three (3) years after the expiration or earlier termination of this Agreement, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, Two Million Dollars (\$2,000,000) per occurrence with a deductible Not-to-Exceed One Hundred Thousand Dollars (\$100,000).

7.03 Comprehensive General Liability. The Manager shall maintain throughout the term of this Agreement comprehensive general liability, and property damage insurance in limits of not less than One Million Dollars (\$1,000,000) per occurrence.

7.04 Business Auto Liability Insurance. The Manager shall maintain throughout the term of this Agreement automobile liability insurance for "All Autos" in limits of not less than One Million Dollars (\$1,000,000) per occurrence. In no event shall Manager's vehicles or its Subcontractor's vehicles, if any, be permitted to be operated in any portion of the Airport's Aircraft Operations Areas.

7.05 Workers Compensation or Employers' Liability Insurance. The Manager shall maintain throughout the term of this Agreement Workers Compensation or Employers' Liability Insurance as required by the Laws of the State of Florida, covering all persons employed by the Manager in the performance of all Services.

7.06 Umbrella or Excess Liability. In addition to all other insurance requirements, Manager shall maintain Excess Liability insurance coverage with a minimum /limit of Five Million (\$5,000,000.00) for all Services performed by the Manager at the Airport. Manager may satisfy the minimum limits required above for Commercial General Liability/Airport Liability and/or Commercial Auto Liability and/or Environmental Impairment Liability coverage under Umbrella or Excess Liability Insurance. The Umbrella or Excess Liability policy shall have an aggregate limit not less than the highest "each occurrence" limit for the Commercial General Liability/Airport Liability or Commercial Auto Liability. Authority shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability policy provides coverage on a "Follow-Form" basis.

7.07 Certificate of Insurance. Prior to the Effective Date, the Manager shall provide the Authority with certificates of insurance, evidence of the limits, coverage and endorsements required herein. All certificates of insurance shall include a minimum of thirty (30) day notice to the Authority due to cancellation or non-renewal of coverage. In the event coverage is cancelled or is not renewed during the Term or any extension thereof, Manager shall provide the Authority with a new certificate of insurance or certificates of insurance evidencing replacing coverage no later than thirty (30) days prior to the expiration or cancellation of the coverage. The certificate holder's name and address shall read "Sarasota Manatee Airport Authority, an independent special district of the State of Florida, its Board Members, Officers, Employees, and Agents" c/o Sarasota Manatee Airport Authority, 6000 Rick Piccolo Circle, Sarasota, Florida 34243.

The Manager Insurance certificates shall be subject to review and approval by the Authority. All such insurance certificates shall be in a form and underwritten by an insurance Manager licensed to do business in the State of Florida acceptable to the Authority. Each Certificate of Insurance submitted to

the Authority shall be original and shall be executed by an authorized representative of the insurance Manager affording coverage. Each Certificate of Insurance shall specifically include: 1) the name and type of policy and coverages provided; 2) the amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; 3) the date of expiration of coverage; 4) an additional insured endorsement; and 5) a waiver of Subrogation.

If any of the insurance coverages required by this Agreement shall reach the date of expiration indicated on the approved Certificates of Insurance without the Authority having received satisfactory evidence of renewal or replacement, the Manager shall automatically and without further notice stop performing all Services. During any time that the Manager's Services is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Manager shall not be entitled to any additional Compensation or time to provide and perform the required Services, and the Authority shall not be required to make payment on any invoices submitted by the Manager. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Authority.

7.08 Additional Insured Endorsement. The Manager shall endorse Authority as an "Additional Insured" on each liability insurance policy required to be maintained by the Manager, except for Professional Liability, Worker's Compensation and Commercial Auto Liability policies. The CG 2011 Additional Insured - Managers or Lessors of Premises or its equivalent, shall be an endorsement to the Commercial General Liability policy. Other policies, when required, shall provide a standard "Additional Insured" endorsement offered by the insurer. The "Additional Insured" endorsements shall provide coverage on a primary basis. "Additional Insured" endorsements shall read "Sarasota Manatee Airport Authority Board, a Political Subdivision of the State of Florida, its Members, Officers, Employees, and Agents, c/o Sarasota Manatee Airport Authority, 6000 Rick Piccolo Circle, Sarasota, Florida 34243".

7.09 Waiver of Subrogation. By entering this Agreement, Manager agrees to a Waiver of Subrogation for each policy required to be maintained or maintained by the Manager pursuant to or in connection with this Agreement. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, Manager shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, a condition to which the policy specifically prohibits such endorsement, or voids coverage should Manager enter into such an agreement on a pre-loss basis.

7.10 Indemnification. Consistent with the provisions of FS s. 725.08, Manager holds harmless the Authority, its members, officers, and employees, from all claims, liabilities, losses, or damages to persons or property as a whole or in part to the extent caused by Manager's negligent act, omission or default arising from the performance of this Agreement by the Manager, Manager's Subcontractors and Personnel. The monetary limitation on the indemnification shall be limited to the full amount of this Agreement, including all sums attributable to the Scope of Services approved by the Parties pursuant to this Agreement.

Consistent with FS s. 768.28, the Manager shall not be liable for claims of or damages resulting from gross negligence, willful, wanton, or intentional misconduct of the Authority, its members, officers, employees and agents, or for statutory violations or punitive damages except and to the extent the statutory or punitive damages are caused by or result from the negligent acts or omissions of the Manager or Manager's Subcontractors, or their Personnel. This Article shall survive the expiration or termination of this Agreement.

7.11 Incident Notification. The Manager, its Subcontractors and Personnel shall promptly notify the Authority of all incidents involving bodily injury or property damage occurring at the Airport.

ARTICLE 8
Federal Funded Projects

8.01 Federal Authority. The terms, covenants, and conditions contained in this Article shall apply to all Services involving the expenditure on federal funds. All rights of the Authority relating to inspection, review, approval, patents, copyrights, and audit of the Services performed, including but not limited to, all Work Product and all Subcontractor, Personnel and expense records relating to this Agreement shall be reserved and held by the United States of America and their agencies and authorized representatives with jurisdiction. It is further understood and agreed that to permit federal funding participation, no supplemental agreement of any nature may be entered into by the Manager or its Subcontractors, or any other agent, regarding the Services to be performed hereunder without the prior written approval of the Authority.

8.02 Civil Rights Regulations. During the performance of this Agreement the Manager shall comply with all applicable federal, state, and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of every kind or nature, as now or hereafter amended or promulgated, including, but not limited to all FAA Advisory Circulars, Orders and Directives, and Airport Rules and Regulations pertaining to the Services pursuant to this Agreement, including but not limited to the following:

- A. The Manager shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended from time to time, (hereinafter, the Regulations), which Regulations are incorporated herein in their entirety by reference and made a part of this Agreement.
- B. In all solicitations either by competitive bidding or negotiation made by the Manager in connection with the Services to be performed under a contract pursuant to this Agreement, each potential Subcontractor, agent, vendor and supplier shall be notified by the Manager of the Manager's obligations under this Agreement and the regulations prohibiting discrimination on the grounds of race, color, national origin, creed, sex, age, or disability in. In the event of the Manager's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such sanctions as it or the appropriate federal agency may determine to be appropriate, including but not limited to withholding of payments to the Manager under this Agreement until the Manager complies and/or cancellation, termination, or suspension of this Agreement, in whole or in part.

8.03 Mandatory Federal Funded Agreement Provisions. During the performance of this Agreement, for all Federal the Manager, for itself, its Subcontractors, assignees, and successors in interest (hereinafter referred to in this Article 8 as the "Manager"), shall comply with and include each of the contract provisions of Articles 8.03, 8.04, 8.05, and 8.06, without modification, in all contracts, subcontracts, solicitations for bids, request for proposals, and solicitations for negotiated contracts for Federal funding Services pursuant to this Agreement. In addition, the Manager shall comply with and include each of the contract provisions of Article 8.07, without modification, in all solicitations for bids, request for proposals, and solicitations for negotiated contract for Federal funding Services pursuant to this Agreement. The Manager will act with respect to any contract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Manager becomes involved in, or is threatened with litigation by a contractor, subcontractor, vendor or supplier because of such direction, the Manager may request the Authority to enter any litigation to protect the interests of the Authority. In addition, the Authority may request the United States to enter the litigation to protect the interests of the United States.

- A. General Civil Rights Provisions. In all its activities within the scope of its airport program, the Manager agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating

in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Manager from the bid solicitation period through the completion of the Agreement.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, the Manager, for itself, its assignees, and successors in interest (hereinafter referred to as the "Manager") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000 d et seq., 78 stat. 252) (prohibits discrimination based on race, color, national origin).
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964).
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination based on disability); and 49 CFR part 27.
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination based on age).
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex).
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination based on disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38.
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination based on race, color, national origin, and sex).
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
11. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

C. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Manager, for itself, its assignees, and successors in interest (hereinafter referred to as the "Manager"), agrees as follows:

1. Compliance with Regulations. The Manager (hereinafter includes Managers) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination. The Manager, regarding the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Manager will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitation of Agreements and Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the Manager for work to be performed under a Agreement, including procurements of materials, or leases of equipment, each potential Subcontractor or supplier will be notified by the Manager of the Manager's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports. The Manager will provide all information, records and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required from the Manager is in the exclusive possession of another who fails or refuses to furnish the information, the Manager will certify it to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Manager's noncompliance with the non-discrimination provisions of this Agreement, the Sponsor shall impose such Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a) Withholding payments to the Manager under the Agreement until the Manager complies; and/or
 - b) Canceling, terminating, or suspending an Agreement, in whole or in part.
6. Incorporation of Mandatory Provisions. The Manager shall include the provisions of Paragraphs 1 through 6 of Article 8.03(C) in each Federal and non-Federal funded contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Manager will act with respect to any contract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Manager becomes involved in, or is threatened with litigation by a Subcontractor, or supplier because of such direction, the Manager may request the Sponsor to enter any litigation to protect the interests of the Sponsor. In addition, the Manager may request the United States to enter the litigation to protect the interests of the United States.
7. Federal Fair Labor Standards Act. All contracts and subcontracts pursuant to this Agreement shall incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Manager has full responsibility to monitor compliance with the referenced statute

or regulation. The Manager shall address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

8. Occupational Safety and Health Act. All contracts and subcontracts pursuant to this Agreement shall incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their Subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
9. Clean Air and Water Pollution Control. Manager agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671 q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Manager agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. (The Manager must include this requirement in all contracts that exceed \$150,000).
10. Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment. The Manager agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].
11. Veteran's Preference. In the employment of Personnel, excluding executive, administrative, and supervisory positions, the Manager shall give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns, as defined by 15 USC 632, owned, and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.
12. Texting and Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Authority encourages the Manager to promote policies and initiatives for its employees and other work Personnel that decreases crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the Services. The Manager must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in the performance of work activities associated with the Services.

8.04 Mandatory Federal Funded Certifications. During the performance of this Agreement, the Manager, for itself, its Subcontractors, assignees, and successors in interest (hereinafter referred to as the "Manager"), shall comply with and shall include each of the following certifications without modification in all contracts, subcontracts, solicitations for bids, request for proposals, and solicitations for negotiated Agreements for Federal funding Services pursuant to this Agreement. The Manager will act with respect to any Agreement or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Manager becomes involved in, or is threatened with litigation by a Subcontractor, or supplier because of such direction, the Manager may request the Authority to enter any litigation to protect the interests of the Authority. In addition, the Authority may request the United States to enter the litigation to protect the

interests of the United States.

- A. Certification Regarding Debarment. The Agreement certifies that neither the Manager nor its Subcontractors, if any, are presently debarred or suspended by any Federal department or agency from participation in this Agreement. Any contracts or subcontracts issued pursuant to this Agreement that exceeds \$25,000 shall verify that each participant is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Manager shall accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement like the Certification of Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with each Agreement.

If the Federal Aviation Administration later determines that a participant failed to disclose to the Manager that it was excluded or disqualified at the time it entered the transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

- B. Trade Restriction Certification. The Manager certifies that with respect to this Agreement and any resultant contracts or subcontracts that all such agents of the Manager:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR); and
2. has not knowingly entered any contract or subcontract for the Services with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered any contract or subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001. The Manager shall provide immediate written notice to the Authority if the Manager learns that this certification or that of a Subcontractor, or any other agent of the Manager, was erroneous when submitted or has become erroneous because of changed circumstances. The Manager must require each of its Subcontractors, and any other agent of the Manager to provide immediate written notice to the Authority if at any time it learns that its certification was erroneous because of changed circumstances. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Agreement shall be awarded to any individual or entity:

4. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
5. whose Subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such a USTR list; or
6. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records to render, in good faith, the certification required by this provision. The knowledge and information of the Manager is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. The Manager may rely on the certification of a prospective Subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Manager has knowledge that the certification is erroneous. This certification is a material representation of the fact upon which reliance was placed when making an award. If it is later determined that the Manager or Subcontractor, or any other agent of the Manager knowingly rendered an erroneous certification, the FAA may direct through the Authority cancellation of the Agreement or Agreement for default at no cost to the Authority or the FAA.

- C. Certification Regarding Lobbying. The Manager certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of contract or subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- D. Certification Regarding Tax Delinquency and Felony Convictions. The applicant must complete the following two certification statements. The applicant must indicate its status as it relates to tax delinquency and felony conviction by inserting a checkmark in the space following the applicable response. The applicant agrees that, if awarded an Agreement resulting from this solicitation, it will incorporate this provision for certification in all Agreements.
1. It is ☐ it not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
 2. It is ☐ it not ☐ a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the Authority about its tax liability or conviction to the Authority, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made. For purposes of this certification, the following definitions apply:

- E. Felony Conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.
- F. Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not

being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

ARTICLE 9
Woman & Minority-Owned Business Enterprises

9.01 Non-Discrimination. The Authority is committed to the participation of Woman and Minority-Owned Business Enterprises (W/MBEs) in non-concession, non-federally funded contracting opportunities in accordance with Authority's W/MBE Policy and Program.

- A. Manager and any Subcontractor of the Manager will not discriminate based on race, color, national origin, or sex in the performance of this Agreement. Manager will carry out applicable requirements of Authority W/MBE Policy and Program in the award and administration of this Agreement. Failure by Manager to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority deems appropriate.
- B. Manager 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 agreement, contract, or lease agreement.
- C. Manager agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or Agreement that it enters and cause those businesses to similarly include the statements in further agreements or Agreements.

9.02 W/MBE Participation. The Manager shall take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs are encouraged to compete for and perform work under this Agreement.

- A. W/MBE Expectancy: No specific expectancy for W/MBE participation has been established for this Agreement; however, Manager agrees to make a good faith effort, in accordance with Authority W/MBE Policy and Program, throughout the Term of this Agreement, to Agreement with W/MBE firms certified as a woman-owned or minority-owned business by the State of Florida Department of Management Services, Office of Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Agreement.
- B. W/MBE Termination and Substitution: Manager is prohibited from terminating or altering or changing the scope of work of a W/MBE Agreement or except upon written approval of Authority in accordance with Authority procedures relating to W/MBE terminations contained in the W/MBE Policy and Program. Failure to comply with the procedure relating to W/MBE terminations or changes during this Agreement will be a material violation of this Agreement and will invoke the sanctions for non-compliance specified in this Agreement and the W/MBE Policy and Program.
- C. Monitoring: Authority will monitor the ongoing good faith efforts of Manager in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, Agreements between Manager and the W/MBE participant, and other records pertaining to W/MBE participation, which Manager will maintain for a minimum of three years following the end of this Agreement. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Agreement to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Agreement, Authority reserves the right to review and approve all sub-leases or Agreements utilized by the Manager for the achievement of these goals.

- D. Prompt Payment: Manager agrees to pay each Subcontractor under this Agreement for satisfactory performance of its Agreement no later than ten (10) calendar days from the receipt of each payment Manager receives from Authority. Manager agrees further to release retainage payments to each Subcontractor within ten (10) calendar days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both W/MBE and non-W/M BE companies.

ARTICLE 10 **Ownership of Work Product**

All schedules, drawings, tracings, notes, plans, specifications, maps, photographs, computer files, evaluations and/or reports prepared or obtained pursuant to this Agreement, as well as all other documents, records and data collected of any kind, together with all notes, summaries and charts derived therefrom, relating to any Services will be considered Work Products and will become the property of the Authority upon completion and Manager's receipt of payment for the Services provided without restriction or limitation on their use and will be made available, upon request, to the Authority at any time during the performance of such Services and upon completion or termination of this Agreement. The Authority has the right to visit the Manager at any time during normal business hours to inspect the Work Product of the Manager.

Upon completion or termination of this Agreement, or upon the issuance by the Authority of a duly executed Task Order deleting all or portions of the Services to be provided or performed by the Manager, all of the Manager's Work Product related thereto, to the extent requested in writing by the Authority, shall be delivered by the Manager to the Authority within seven (7) calendar days of the Authority making such a request. In the event the Authority gives the Manager a written Notice of Termination of all or part of any Services, or upon the issuance to the Manager by the Authority of a duly executed Task Order deleting all or part of any Services, the Manager shall deliver to the Authority the requested Work Product as set forth hereinabove, and Compensation earned or owing to the Manager for Services provided or performed by the Manager prior to the effective date of any such termination or deletion will be paid to the Manager within thirty (30) calendar days of the date of issuance of the Notice of Termination or Task Order. Upon delivery to the Authority of any Work Product to the Authority, the Authority will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Any use of Work Product obtained by the Authority under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the risk of the Authority, and without liability to the Manager.

ARTICLE 11 **Maintenance of Records**

The Manager shall keep and maintain an acceptable cost accounting system. The Manager shall provide the Authority, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any Work product, schedules, drawings, tracings, notes, plans, specifications, maps, photographs, computer files, evaluations and/or reports prepared or obtained pursuant to this Agreement, as well as all other documents, records and data collected of any kind, together with all notes, summaries and charts derived therefrom, relating to any Services of the Manager pursuant to this Agreement for the purpose of making any audit, examination, excerpts, and transcriptions, including without limitation Manager's general accounting records and project records, together with the corresponding documents of the Manager's Subcontractors, and Personnel to determine Manager's compliance with this Agreement. The Manager agrees to maintain all books, records and reports required related to this Agreement for a period of not less than three (3) years after final payment is made and all pending matters are closed.

The Authority and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such Work Product, records, and documentation as often as the Authority deems necessary during the Term of this Agreement, and during the three-year period thereafter. Manager shall keep and maintain public records that ordinarily and necessarily would be required in order to perform the

Services required pursuant to this Agreement; upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law; ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Manager upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

The Manager will provide all information and reports required by the regulations or directives issued pursuant thereto, and will permit access to all documentation, books, records, accounts, and all other sources of information, and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required by the Manager is in the exclusive possession of another who fails or refuses to furnish this information, the Manager shall certify to the Authority and the FAA promptly as requested who possess the information and what efforts it has made to obtain the information. The Manager shall require all payees (i.e. Subcontractors and agents) to comply with the provisions of this article by insertion of the requirements in any Agreement between the Manager and the payee; such requirements to include flow-down right of the audit provision to all payees.

ANY QUESTIONS BY MANAGER REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT SHALL CONTACT THE AUTHORITY'S RECORDS RETENTION COORDINATOR, SARASOTA MANATEE AIRPORT AUTHORITY, 6000 RICK PICCOLO CIRCLE, SARASOTA, FL 34243, OR AT 941-359-2770, EXT 4223.

ARTICLE 12

Audits and Inspections

The Manager's records shall be open to inspection and subject to audit and/or reproduction during normal business working hours. An Authority representative or outside representative engaged by the Authority may perform such audits or inspections throughout the term of this Agreement and for a period of five (5) years after final payment or longer if required by law. The Manager shall provide, at its sole cost and expense, the books of account and records requested by the Authority for audit within sixty (60) calendar days of receiving a written request. If the books of account and records are kept at locations other than the Airport, the Manager shall arrange for them to be brought to a location convenient to any auditor for the Authority, or the Manager may at its option transport the Authority audit team to the Manager's headquarters for purposes of undertaking said audit. In such an event, the Manager shall pay reasonable costs of transportation, food and lodging for the Authority's audit team. There may be no limitation in the scope of the examination that would hinder the Authority or its authorized representative in testing the accuracy of the claims submitted.

An audit report will be issued by the Authority or its representative and made available to the Manager. The Manager shall have thirty (30) calendar days to comment on in writing on the audit report. Failure of Manager to submit written comments shall constitute acceptance of the audit report as issued. Any adjustments and/or payment which must be made because of any such audit or inspections of the Managers' invoices and/or records shall be made within a reasonable amount of time, not-to-exceed ninety (90) days, from presentation of the Authority's findings to the Manager. If an audit inspection or examination in accordance with this article discloses overpricing or overcharges (of any nature) by the Manager to the Authority more than one half of percent (0.5%) of the total billings the reasonable actual cost of the Authority's audit shall be reimbursed to the Authority by the Manager within 30 days of written notice.

ARTICLE 13
Assignment or Assumption

This Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the Parties hereto. Neither Party to this Agreement shall sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation pursuant to this Agreement without the proposed assignee and Party restructuring, altering or changing its corporate structure agreeing in advance in writing with the non-assigning Party to observe and perform the terms, covenants, and conditions of this Agreement on the part of the assigning Party to this Agreement, whether express or implied, as if the proposed assignee and/or Party restructuring, altering or changing its corporate structure was an original contracting Party to this Agreement. The Manager shall not sublet, assign, or transfer any Services approved by the Parties pursuant to this Agreement without the prior written approval of the Authority.

The Authority reserves the right to review and determine for itself the ability of any successors and assignees of the Manager to perform the terms, covenants, and conditions of this Agreement and shall have the sole right to withhold such approval, provided such approval shall not be unreasonably withheld. If Manager intends to engage the assistance of any Subcontractors, or other agent of any kind to perform any Services pursuant to this Agreement, the Manager shall include an exhibit with all Services, labeled "Manager's Subcontractors" that identify all said individuals and/or entities and the Services assigned.

ARTICLE 14
Default of Agreement

14.01 Events of Default. Manager will be deemed to be in default of this Agreement upon the occurrence of any of the following:

- A. The failure or omission by the Manager to provide Services pursuant to this Agreement or otherwise perform its obligations under this Agreement or the breach of any terms, conditions and covenants required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement, failure to perform any of the provisions of this Agreement, or any other agreement between Authority and Manager, and Manager's failure to discontinue that business or those acts within ten (10) days of receipt by Manager of Authority written notice to cease said business or acts.
- C. The divestiture of the Manager by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- D. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Manager's assets; or the insolvency of Manager; or if Manager will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Manager of a voluntary petition of bankruptcy or the institution of proceedings against Manager for the adjudication of Manager as bankrupt pursuant thereto.
- E. Manager's violation of Florida Statute Section 287.133, concerning criminal activity on Agreements with public entities.

14.02 Remedies. In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) days' notice by Authority and Manager's failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law.

Any violation or default of the terms, covenants, or conditions of this Agreement by the Manager or its Subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the Parties of this Agreement. In the event of a default of this Agreement, the Authority will provide Manager with a notice that describes the nature of the default and corrective actions the Manager must undertake to avoid termination of the Agreement. The Authority reserves the right to withhold payments to the Manager until such a time the Manager corrects the default, or the Authority elects to terminate the Agreement. The Authority's notice will identify a specific date by which the Manager must correct the default. The Authority may proceed with termination of this Agreement if the Manager fails to correct the default by the deadline indicated in the Authority's notice. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law. A waiver by either party of a default of any provision of this Agreement shall not be deemed to be a waiver of any other provision of this Agreement and shall not be construed to be a modification of the terms of this Agreement of any kind.

ARTICLE 15

Dispute Resolution

15.01 Claims and Disputes

- A. For purposes of this Agreement, a claim is a written demand or assertion by one of the Parties seeking, as a matter of right, an adjustment or interpretation of this Agreement, payment of money, extension of time or other relief with respect to the terms of this Agreement. The term claim also includes other matters in question between Authority and Manager arising out of or relating to this Agreement. The responsibility to substantiate claims will rest with the Party making the claim.
- B. If for any reason Manager deems that additional cost or time is due to the Manager for work not clearly provided for in this Agreement, or previously authorized changes in the Scope of Services, Manager will notify Authority in writing of its intention to make such claim for such additional cost or time. The Manager shall give Authority the opportunity to keep strict account of actual cost and time associated with any such claim. The failure to give proper notice as required herein shall constitute a waiver of said claim.
- C. Written notice of intention to make a claim must be made within ten (10) days after the Manager first recognizes the condition giving rise to the claim or before the work begins on which Manager bases the claim, whichever is earlier.
- D. When the work on which the claim for additional cost or time is based has been completed, the Manager shall, within ten (10) days, submit the Manager's written claim to the Authority. Such claim by the Manager, and the fact that Authority has kept strict account of the actual cost and time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of any such claim, unless otherwise agreed in writing by the Parties, the Manager shall proceed diligently with performance of this Agreement and maintain effective progress to complete the work within the time(s) set forth in this Agreement.
- F. The making of final payment for this Agreement may constitute a waiver of all claims by the Authority except those arising from:
 - 1. Prior existing claims or security interests and encumbrances arising out of this Agreement and unsettled.
 - 2. Failure of the work to comply with the requirements of this Agreement.

3. Terms of special warranties required by this Agreement.
4. Latent defects.

15.02 Resolution of Claims and Disputes

The following shall occur as a condition precedent to Authority review of a claim unless waived in writing by the Authority.

- A. First Meeting: Within five (5) days after a claim is submitted in writing, Manager's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and may be accompanied by legal counsel. All negotiations pursuant to this Article are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.
- B. Second Meeting: If the First Meeting fails to resolve the dispute or if the parties fail to meet, a senior executive for Manager and for Authority, neither of which have day to day Agreement responsibilities, shall meet, within ten (10) days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. Authority may invite other parties as necessary to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and may be accompanied by legal counsel. All negotiations pursuant to this Article are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.
- C. After Each Meeting: Authority shall review Manager's claims and may (1) request additional information from the Manager which will be immediately provided to the Authority, or (2) render a decision on all or part of the claim in writing within twenty-one (21) days following the receipt of such claim or receipt of additional information requested. If Authority decides that the work related to such claim should proceed regardless of the Authority's disposition of such claim, the Authority shall issue to the Manager a written directive to proceed, and the Manager shall proceed as instructed.

Prior to initiating any litigation to resolve any dispute between the Parties, the Parties will make a good-faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by the Authority. Such mediation shall occur in the 12th Judicial Circuit in Florida or such other location agreed to by the Parties.

ARTICLE 16 **Termination and Suspension**

16.01 Termination by Authority: The Authority may terminate this Agreement, in whole or in part, if the Manager acts or fails to act as follows:

1. Perform the services in a sufficient manner, acceptable to the Authority, within the time specified the Scope of Service or Time of Performance pursuant to this Agreement or by a duly executed Task Order.
2. Make adequate progress that endangers the satisfactory performance or completion of the Services.
3. Fulfill any obligation of the Agreement that are essential to the completion of the Services.

4. The Manager becomes listed as a Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
5. The Manager becomes listed as a Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists, which were created pursuant to s. 215.473, Florida Statutes.
6. If the Authority determines the Manager submitted a false certification under Section 287.135 of the Florida Statutes. In such an event, the Authority shall either terminate this Agreement after it has given the Manager written notice and an opportunity to demonstrate the Authority's determination of the false certification was in error pursuant to Section 287.135 of the Florida Statutes or maintain the Agreement if the conditions of Section 287.135 of the Florida Statutes are met.
7. If the Manager is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Manager or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, if it disregards the Authority of the Authority's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the Authority may, without prejudice to any other right or granted by this Agreement or by law.

If the Authority determines for itself that the performance of the Manager is not satisfactory, the Authority shall notify the Manager of the deficiency with the requirement that the deficiency be corrected within a specified time, but not less than ten (10) days. If any deficiency is not cured within the time provided by the Authority for the Manager to cure the deficiency, the Agreement shall be terminated at the end of such time or thirty (30) days whichever is sooner.

If the Authority requires termination of the Agreement for reasons other than unsatisfactory performance of the Manager, the Authority shall notify the Manager of such termination, with instructions as to the effective date of the termination of Services or specify the stage of Services at which the Agreement is to be terminated. If the Agreement is terminated before performance of the Services is completed, the Manager will be paid for the Services satisfactorily performed. Payment is to be based on substantiated costs, in accordance with the Scope of Services approved by the Parties pursuant to this Agreement, in an amount which is the percentage of Services satisfactorily completed as a percentage of the total Scope of Services approved by the Parties pursuant to this Agreement.

The Authority reserves the right to cancel and terminate this Agreement in the event the Manager, its Subcontractor, employee, or other agent of the Manager is convicted of any crime arising out of or in conjunction with any Services being performed by the Manager for or on behalf of the Authority, without penalty. It is understood and agreed that in the event of such termination, all Work Product obtained, provided, and performed pursuant to this Agreement will immediately be turned over to the Authority. The Authority reserves the right to terminate or cancel this Agreement in the event the Manager will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The Authority reserves the right to suspend the qualifications of the Manager to do business with the Authority upon any such conviction.

This Agreement may further be terminated by the Authority with or without cause at its convenience by the Authority giving thirty (30) days' prior written notice to the Manager. The Manager may request that this Agreement be terminated by submitting a written notice to the Authority dated not less than 30 days prior to the requested termination date and stating the reason(s) for such a request. No such termination request submitted by the Manager shall become effective unless and until the Manager is notified in writing by the Authority of its acceptance. Upon receipt of the notice of termination, the Manager must immediately discontinue all services affected unless the notice is directed otherwise. Upon termination of the Agreement,

the Manager must deliver to the Authority all Work Product, whether complete or partially complete.

The Authority agrees to make just and equitable compensation to the Manager for satisfactory work completed by the date the Manager receives the termination notice. Compensation will not include anticipated profit on non-performed services. The Authority further agrees to hold Manager harmless for errors or omissions in documents that are incomplete because of the termination action under this clause. If, after finalization of the termination action, the Authority determines the Manager was not in default of the Agreement, the rights and obligations of the Parties shall be the same as if the Authority issued the termination for the convenience of the Authority.

16.02 Termination by Manager. The Manager may terminate this Agreement in whole or in part if the Authority: (1) Defaults on its obligations under this Agreement, (2) Fails to make payment to the Manager in accordance with the terms of this Agreement, or (3) Suspends the Services for more than thirty (30) days due to reasons beyond the control of the Manager. Upon receipt of a notice of termination from the Manager, the Authority agrees to cooperate with the Manager for the purpose of terminating the agreement or portion thereof, by mutual consent. If the Authority and Manager cannot reach mutual agreement on the termination settlement, the Manager may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Authority's breach of the Agreement. In the event of termination due to Authority breach, the Manager is entitled to invoice the Authority and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Manager through the effective date of termination action. The Authority agrees to hold Manager harmless for errors or omissions in documents that are incomplete because of the termination action under this clause.

16.03 Suspension of Agreement. In addition to the Authority's right to terminate this Agreement as set forth herein, the Authority may, at its convenience, stop, suspend, supplement, or otherwise change all, or any part thereof, the Services set forth in the Scope of Services approved by the Parties pursuant to this Agreement. The Authority shall provide prior written notice to the Manager to implement a stoppage, suspension, supplement, or change to the Scope of Services or any Service approved by the Parties pursuant to this Agreement.

ARTICLE 17 **Waiver of Jury Trial**

The Parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of, or in any way connected with this Agreement. In the event Authority commences any proceedings to enforce this Agreement, Manager will not interpose any counterclaim of whatever nature or description in any such proceedings. In the event Manager must, because of applicable court rules, interpose any counterclaim or other claim against Authority in such proceedings, Authority and Manager covenant and agree that, in addition to any other lawful remedy of Authority, upon motion of Authority, such counterclaim or other claim asserted by Manager shall be severed out of the proceedings instituted by Authority and the proceedings instituted by Authority may proceed to final judgement in the Circuit Court of the 12th Judicial Circuit separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by Manager.

ARTICLE 18 **Subordination of Agreement**

It is mutually understood and agreed that this Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, 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 this Contract will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

ARTICLE 19
Subordination to Trust Agreement

This Contract and all rights of Manager hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of the Manager hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Contract and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

ARTICLE 20
Amendments

All terms, covenants, and conditions set forth and contained in all the Articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both Parties to this Agreement. Modifications to any terms, covenants, and conditions of this Agreement shall only be valid when issued in writing as a duly executed Amendment. In the event of any conflicts between the terms, covenants, and conditions of the Agreement and any written Amendment, the terms, covenants, and conditions of the Amendment shall take precedence.

In the event the Authority issues a purchase order, memorandum, letter, or other instruments covering the Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the Authority's internal control purposes only, and any and all terms, covenants, and conditions contained therein, whether printed or written, shall in no way modify the terms, covenants, and conditions of this Agreement and shall have no effect thereon. No modification, waiver, or termination of this Agreement or any of the terms, covenants, or conditions thereof shall impair the Party.

ARTICLE 21
Notices

All notices and elections (collectively, "notices") to be given or delivered by or to any Party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or if mailed, upon the date which the return receipt is signed or delivery is refused, or the notice designated by the postal authorities as non-deliverable. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Authority
President, Chief Executive Officer
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Rick Piccolo Circle
Sarasota, FL, 34243

Manager
President, Chief executive Officer
Owens, Renz & Lee Co., Inc.
1646 33rd Street, Suite 301
Orlando, FL 32839

Either Party may from time to time change the address to which notice under this Agreement shall be given such Party, upon ten (10) days prior written notice to the other Party.

ARTICLE 22
Miscellaneous Provisions

22.01 Independent Contractor. Manager or any successor in interest to this Agreement, is and shall be deemed to be an independent Contractor and operator responsible to all parties for its respective acts or omissions, and Authority shall in no way be responsible therefor.

22.02 Non-Exclusive Rights. Manager acknowledges that Authority has, or may hire, others to perform Services like or the same as that which is within Manager's Scope of Work under this Agreement. Manager further acknowledges that this Agreement is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Authority discretion.

22.03 Securing of Agreement. The Manager warrants that it has not employed or retained any person or other entity other than a bona fide, regular, full time employee working for the Manager to solicit or secure this Agreement and that the Manager has not paid or agreed to pay any person or other entity, other than a bona fide employee working directly for the Manager any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of this Agreement. The term "fee" shall include, but not be limited to, any brokerage fee, however denoted. In the event of a breach of this Article by the Manager, the Authority shall have the right to terminate this Agreement without any further liability, and, at its discretion, to withhold or reduce the Compensation paid to the Manager, or to otherwise recover the full amount of such fee, commission, percentage, gift, or consideration paid.

22.04 Consent and Action. Whenever this Agreement calls for an approval, consent or authorization by the Authority, such approval, consent, or authorization shall be evidenced by the written approval of the President and Chief Executive Officer or his or her designee, designated in writing. In the event this Agreement is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the reasonable discretion of the Authority.

22.05 Waiver. The failure of Authority to insist on a strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any rights or remedies that Authority may have for any subsequent breach, default, or non-performance, and Authority's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.

22.06 Articles and Headings. The headings of the articles, sections, exhibits, or phrases contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such articles, sections, exhibits, and phrases.

22.07 Severability. There are no understandings or agreements except as herein expressly stated in this Agreement. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any term, covenant, condition, or application thereof, to any person, or circumstance is declared illegal, unenforceable, void, unconstitutional, or invalid for any reason by a court of valid jurisdiction, then such word, phrase, sentence, part, subsection, clause, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all terms, covenants, conditions, and applications thereof, not having been declared illegal, unenforceable, void, unconstitutional, or invalid, shall remain in full force, and effect.

22.08 Venue. In any legal action related to this Agreement, instituted by either Party, Manager hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Venue for any administrative and/or legal action arising pursuant to this Agreement shall be the State of Florida, 12th Judicial Circuit Court.

22.09 Governing Law. This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing Services funded by the United States government.

22.10 Governmental Authority. Nothing in this Agreement shall be construed to waive or limit the Authority's governmental authority as a body politic of the State of Florida to regulate Manager or its Services. The Authority's obligations under this Agreement are made in a proprietary capacity rather than in a governmental capacity and shall not be construed as limiting, prohibiting or eliminating the obligation of the Parties to comply with all applicable rules, regulations, ordinances, statutes and laws, nor alter or impair the Authority's governmental functions, including, but not limited to, the Authority's right to lawfully exercise its regulatory authority over the Manager's Services, nor as enabling, permitting, or creating any cause of action or claim arising out of the lawful exercise of the Authority's governmental authority.

22.11 Binding Effect. The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.

22.12 Attorney's Fees. In the event of any action to enforce or construe the provisions of this Agreement, the prevailing Party in such action (including in any bankruptcy proceeding) shall be awarded costs and reasonable attorney's fees in the defense or prosecution thereof as part of the judgment eventuating in such action.

22.13 No Third-Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employees of Authority and/or Manager.

23.14 Acceptance and Authority. Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named Parties in the space provided hereinafter and being attested and witnessed as indicated.

22.15 Entirety Agreement. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by such reference. This Agreement, including all attached and referenced exhibits hereto, constitutes the entire Agreement between the Parties and shall supersede, replace, and nullify all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement. The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood, and agreed to be an integral part of this Agreement:

- Exhibit A - RFP No. P-260006 dated January 28, 2026
- Exhibit B - Manager's Sealed Proposal, dated March 3, 2026
- Exhibit C - Scope of Services, dated March 3, 2026
- Exhibit D - Hourly Rate Schedule, dated April 23, 2026

This Agreement and any amendments thereto may be executed by electronic signatures, as determined by Florida's Electronic Signature Act or similar applicable law. An electronic copy of this Agreement and any amendments thereto, and any signatures thereon, shall be considered for all purposes as an original agreement.

(Continues on next page)

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement on the day and year last written below.

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

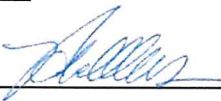
By 

Name Robert D. Owens

Title Chairman

Date 5/27/26

OWENS, RENZ & LEE CO., INC.,
a Corporation of the State of Connecticut, and
Foreign Profit Corporations of the State of
Florida

By 

Name Robert D. Owens

Title President & CEO

Date 05/04/2026

Approved as to Form and Legality for Authority

By 

Name Charles D. (Dan) Bailey Jr

Title Airport Attorney

Date 5/13/2026

Witness as to Manager

By 

Name Carleigh Marckese

Title Director of Corporate Administration

Date 05/04/2026

EXHIBIT A

**RFP NO. P-260006
JANUARY 28, 2026**