



BOARD OF PORT COMMISSIONERS MEETING AGENDA

BRIAN HAMMAN
Vice Chair

FRANK MANN

JOHN E. MANNING

CECIL L PENDERGRASS

RAY SANDELLI

JEFF MULDER
Executive Director

RICHARD WM. WESCH
Port Attorney

September 05, 2019

**LEE COUNTY PORT AUTHORITY
BOARD OF PORT COMMISSIONERS
AND
AIRPORTS SPECIAL MANAGEMENT COMMITTEE**

Training and Conference Center, Southwest Florida
15924 Air Cargo Lane, Fort Myers, Florida

9:30 AM

Invocation: Pastor James Wigton, First Baptist Church of Cape Coral

Pledge of Allegiance

Public Comment on Consent and Administrative Agenda

Consent Agenda

- **Items to be pulled for discussion by the Board**
- **Motion to approve balance of items**
- **Consideration of items pulled for discussion**

Administrative Agenda

Convene as Board of County Commissioners

Reconvene as Board of Port Commissioners

Commissioners' Items/Committee Appointments

Comments from the Chair of the Airports Special Management Committee

Executive Director Items

Port Attorney Items

Adjourn

AIRPORTS SPECIAL MANAGEMENT COMMITTEE				
NOEL ANDRESS	JOHN GOODRICH	ROBBIE ROEPSTORFF Vice Chair	RANDY KRISE Chair	FRAN MYERS
Dana W. Carr – Charlotte County			R. Scott Cameron – Collier County	

CONSENT AGENDA

ADMINISTRATION – Ben Siegel

1. Request Board approve the minutes for the Board of Port Commissioners meeting and workshop, both on June 27, 2019
Term:
N/A
Funding Source:
N/A

2. Request Board approve a “Lease of Office Space Inside Multi-Use Hangar at Page Field” with WBF Aircraft Management, Inc.
Term:
month to month
Funding Source:
n/a

3. Request Board approve a month-to-month “Lease of Space in Air Freight Building” with Swissport SAUSA, LLC.
Term:
month to month, beginning August 1, 2019
Funding Source:
n/a

4. Request Board approve a “Permit Agreement for Ground Service and Skycap Service at Southwest Florida International Airport” with G2 Secure Staff, L.L.C.
Term:
month-to-month, beginning June 10, 2019
Funding Source:
n/a

AVIATION – Gary Duncan

5. Request Board accept loan of grant-funded mobile command tent from the Lee County Healthcare Coalition for Port Authority use during airport emergencies.
Term:
N/A
Funding Source:
N/A

CONSENT AGENDA - Continued**AVIATION – Gary Duncan**

6. Request Board approve a three-year, 2019-2022, collective bargaining agreement between the Lee County Port Authority and the Southwest Florida Professional Fire Fighters & Paramedics, Local 1826, I.A.F.F., Inc.
Term:
Three (3) Years
Funding Source:
NA

7. Request Board approve the first amendment to Collective Bargaining Agreement between the Lee County Port Authority and the Teamsters Local Union No. 79, amending Article-32 Wages.
Term:
October 1, 2019 – September 30, 2020
Funding Source:
N/A

8. Request Board award RFB 19-12, Operation, Management and Maintenance of a Rental Car Fueling System at Southwest Florida International Airport to Fuel Facility Management, Inc., the lowest, most responsive, responsible bidder.
Term:
October 1, 2019 – September 30, 2023
Funding Source:
General Operating Revenues collected during the normal operations of the SWFIA, Account WJ5422941200.503490.

DEVELOPMENT – Mark Fisher

9. Request Board authorize execution of a contract amendment with Owen-Ames-Kimball Company in the amount of \$521,325 to provide Construction Manager/General Contractor Services associated with the Intelligent Transportation System (ITS) and speed warning signs on Terminal Access Road at Southwest Florida International Airport (RSW).
Term:
1 year
Funding Source:
Florida Department of Transportation Grant 430979-1-94-01, Passenger Facility Charges and RSW Construction Account 20861341234.506540.30.

CONSENT AGENDA – Continued

DEVELOPMENT – Mark Fisher

10. Request Board authorize a contract amendment with Atkins North America, Inc., in the amount of \$755,824.61 to perform additional design services associated with the Terminal Expansion Project at the Southwest Florida International Airport (RSW).

Term:

Five years

Funding Source:

Florida Department of Transportation Grant 441981-1-94-01; Passenger Facility Charges and net funds from the normal operation of the Southwest Florida International Airport, Account No. 20859541234.506510.20

11. Request Board authorize a contract amendment with Atkins North America, Inc., in the amount of \$694,840.83 to perform additional design services to provide an airline lounge associated with the Terminal Expansion Project at the Southwest Florida International Airport (RSW).

Term:

Five years

Funding Source:

Southwest Florida International Airport (RSW) fund number 20859541234.506510.20

12. Approve Letter of Release from the Federal Aviation Administration for an access roadway connection to BHG/Treeline for the Treeline Commerce Park parcel.

Term:

N/A

Funding Source:

N/A

PORT ATTORNEY – Greg Hagen

13. Request Board adopt a Resolution approving proposed amendments to Lee County Port Authority Personnel Policies and Procedural Manual Parts 504 Bereavement and 901 Personnel Records Maintenance/Inspection.

Term:

N/A

Funding Source:

N/A

14. Approve Recognition Agreement recognizing sublease of Page Field Commons retail space to Beall's Outlet Stores, Inc., d/b/a Home Centric.

Term:

N/A

Funding Source:

N/A

CONSENT AGENDA – Continued

PORT ATTORNEY – Greg Hagen

15. Recommend Board direct to Public Hearing an ordinance amending Lee County Ordinance 94-09, as amended, the Airport Rules and Regulations Ordinance, to revise provisions applicable to Animals on Airport Property.

Term:

N/A

Funding Source:

N/A

ADMINISTRATIVE AGENDA

CONVENE AS BOARD OF COUNTY COMMISSIONERS

PORT ATTORNEY – Greg Hagen

16. Request Board convene as Board of County Commissioners to direct to Public Hearing an ordinance amending Lee County Ordinance 94-09, as amended, the Airport Rules and Regulations Ordinance, to revise provisions applicable to Animals on Airport Property. Recommended Hearing Date is October 22, 2019 at 9:30 a.m., or as soon thereafter as may be heard.

Term:

N/A

Funding Source:

N/A

RECONVENE AS BOARD OF PORT COMMISSIONERS

COMMISSIONERS' ITEMS/COMMITTEE APPOINTMENTS

COMMENTS FROM THE CHAIR OF THE ASMC

EXECUTIVE DIRECTOR ITEMS

PORT ATTORNEY ITEMS

ADJOURN

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|---|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve the minutes for the Board of Port Commissioners meeting and workshop, both on June 27, 2019</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Approves the minutes of the Joint Port Meetings</p> | <p>5. CATEGORY: 1.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE:</p> <p>7. BoPC MEETING DATE: 9/5/2019</p> |
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| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Ben Siegel</u></p> <p>DIV. <u>Administration</u></p> |
|---|--|

10. BACKGROUND:

The summary of each of the above minutes were provided to the Board members sitting at those meetings within one week of the meeting. Any comments from the Commissioners were taken into consideration in the development of the final Minutes now presented for approval.

Attachment:
Meeting minutes for June 27, 2019
Workshop minutes for June 27, 2019

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

- | | |
|---|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|---|---|

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve the minutes for the Board of Port Commissioners meeting and workshop, both on June 27, 2019
2. **FUNDING SOURCE:** n/a
3. **TERM:** n/a
4. **WHAT ACTION ACCOMPLISHES:** Approves the minutes of the Joint Port Meetings

5. **CATEGORY:** Communications

6. **ASMC MEETING DATE:**

7. **BoPC MEETING DATE:** 9/5/2019

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**
(ALL REQUESTS)

NAME Eileen Gabrick EG

DIV. Lee County Clerk of Court- Minutes

10. **BACKGROUND:**

The summary of each of the above minutes were provided to the Board members sitting at those meetings within one week of the meeting. Any comments from the Commissioners were taken into consideration in the development of the final Minutes now presented for approval.

Attachment:

- Meeting minutes for June 27, 2019
Workshop minutes for June 27, 2019

11. **RECOMMENDED APPROVAL**

<p>DEPUTY EXEC DIRECTOR</p> <p><i>Benjamin R. Siegel</i></p>	<p>GENERAL SERVICES</p>	<p>OTHER</p>	<p>FINANCE</p>	<p>PORT ATTORNEY</p>	<p>EXECUTIVE DIRECTOR</p>
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12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED
APPROVED as AMENDED
DENIED
OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

JUNE 27, 2019

A Joint Meeting of the Board of Port Commissioners of the Lee County Port Authority, with the Airports Special Management Committee, was held on this date in the Training and Conference Center at Southwest Florida International Airport (RSW), with the following members present:

LEE COUNTY PORT AUTHORITY

Brian Hamman, Vice-Chairman
Franklin B. Mann
John E. Manning – (*Absent*)
Cecil Pendergrass

Lee County Attorney:

Richard Wm. Wesch, Port Attorney
Gregory S. Hagen, Senior Asst. Port Attorney

AIRPORTS SPECIAL MANAGEMENT COMMITTEE

Randy Krise, Chair
Robbie Roepstorff, Vice-Chair
Fran Myers – (*Absent*)
Noel Andress
John B. Goodrich

Regional Members:

Collier County Representative R. Scott Cameron
Charlotte County Representative Dana W. Carr

ON FILE IN MINUTES OFFICE:

- MONTHLY PROJECT SUMMARY DEVELOPMENT REPORTS – May 2019 and June 2019
- PROCUREMENT STATUS REPORT – June 17, 2019
- PASSENGER QUARTERLY REPORT – 2nd Qtr. FY 18-19
- PROJECTED FLIGHTS AND SEATS – April through July 2019

The Vice-Chairman called the meeting to order at 9:30 a.m. The Invocation was given by Pastor Russell Howard, McGregor Baptist Church followed by the Pledge of Allegiance.

PRESENTATIONS

- 1.** Request Board accept an award from Jeannie Joy, president and CEO, United Way of Lee, Hendry, Glad and Okeechobee.

Presenter: Jeannie Joy, President and CEO, United Way of Lee, Hendry, Glades and Okeechobee presented the Board/ASMC with an award and thanked them for their continued support in raising funds for the United Way. Ms. Joy started off by thanking the staff of the Port Authority for all of their support. She stated that the Port Authority had again this year increased their gift with the help of Victoria Moreland, who just recently joined the United Way Board of Directors. With the help of the Port Authority's donations, the United Way was able to help many of the TSA Agents that were out of work for a prolonged period of time. The United Way also worked with the Harry Chapin Food Bank to get those agents the additional assistance they needed. Also, Ms. Joy stated that with the donations from the Port Authority the organization has been able to help a large number of suicide calls and to get those callers the help they need. Commissioner Hamman and Victoria Moreland, Communications and Marketing Director accepted the award on behalf of the Board and ASMC. Commissioner Hamman asked Ms. Moreland to please say a few words. Ms. Moreland stated that it was a tough year for fundraising but they made it at the end when employees stepped up and helped out. She also said LCPA added a couple of new Keel Club members.

9:30 A.M. AGENDA ITEM

The Vice-Chairman called for public comment on the Consent Agenda and no one came forward.

One Consent Agenda items was pulled for discussion by Staff:

C3 – Commissioner Hamman

The Vice-Chairman called for a motion to approve the balance of the Consent Agenda and Commissioner Pendergrass so moved, seconded by Commissioner Mann, called and carried with Commissioner Manning absent.

CONSENT AGENDA**ADMINISTRATION – Ben Siegel**

- 2.** Request Board approve the minutes for the following meeting of the Board of Port Commissioners: May 16, 2019.

Term: N/A

Funding Source: N/A

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Mann, called and carried with Commissioner Manning absent.

- 3.** Request the Board approve (1) the FY 2019-20 Lee County Port Authority Budget, (2) the Rates & Fees pursuant to the Airline-Airport Use and Lease Agreement for Southwest Florida International Airport, (3) the FY 2019-20 Compensation Plan, (4) the Page Field Rates and Fees for FY 2019-20, (5) an average 4% merit for all non-union employees and (6) the authorization for the Executive Director or his designee to make inter-fund transfers during the year, as necessary, to maintain proper cash flow. Staff requests tentative approval subject to Public Hearings and final Board approval during the month of September.
- Term:** October 1, 2019 – September 30, 2020
Funding Source: N/A
Board Discussion: Brian McGonagle, Division Director of Administration presented the item and gave a detailed description of the hand-out, followed by an in-depth discussion among the Board. Commissioner Mann voiced his concern about the merit pay and said that he is not a fan. Mr. McGonagle addressed all questions by the Board. Commissioner Hamman recapped the presentation by saying that we are very healthy financially and asked if Mr. McGonagle is asking for a recommendation that the Board of County Commissioners adopt the budget at the September budget meeting and Mr. McGonagle said yes.
Vote: Commissioner Mann moved approval, seconded by Commissioner Pendergrass, called and carried with Commissioner Manning absent.
- 4.** Request Board approve an “Off-Airport Parking Company Airport Use Permit Agreement” with Picoger LLC.
- Term:** Month-to-month beginning September 1, 2019
Funding Source: N/A
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Mann, called and carried with Commissioner Manning absent.
- 5.** Request Board approve a Second Amendment to “Airline-Airport Use and Lease Agreement” with Delta Air Lines, Inc.
- Term:** October 1, 2008, to September 30, 2021
Funding Source: N/A
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Mann, called and carried with Commissioner Manning absent.
- 6.** Request Board approve a “Permit Agreement for Landside Ground Service at Southwest Florida International Airport” with Luggage Express RSW, LLC.
- Term:** Month-to-month, beginning April 1, 2019
Funding Source: N/A
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Mann, called and carried with Commissioner Manning absent.
- 7.** Request Board approve a “Lease of Terminal Space at Southwest Florida International Airport” with MN Airlines, LLC.
- Term:** Month-to-month, beginning May 1, 2019
Funding Source: N/A
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Mann, called and carried with Commissioner Manning absent.
- 8.** Request Board approval of “First Amendment to Lease of Portion of Parking Lot at Southwest Florida International Airport” with Gartner, Inc.
- Term:** Through February 28, 2022
Funding Source: N/A
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Mann, called and carried with Commissioner Manning absent.
- 9.** Request Board approve a First Amendment to “Land Lease for Construction of Corporate Hangar Building at Page Field General Aviation Airport” with Keystone Development Group, Inc.
- Term:** 20 years, plus two 5-year extension options
Funding Source: N/A
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Mann, called and carried with Commissioner Manning absent.

AVIATION – Gary Duncan

- 10.** Request Board approve a First Amendment and Extension to Service Provider Agreement for Elevator and Escalator Maintenance and Repair at Southwest Florida International Airport, with KONE, Inc., extending the initial term of Contract No. 7511 for a combined additional four (4) years as provided for in the original Agreement.

Term: October 1, 2019 to September 30, 2023

Funding Source: General Operating Revenues collected during the normal operation of RSW, Account WJ5422941200.503490, Other Contracted Services, contingent upon approval of associated annual operating budgets

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Mann, called and carried with Commissioner Manning absent.

- 11.** Request Board approve, after-the-fact, total project costs exceeding Board approved On-Call General Repair and Maintenance and Project Services, limited to \$300,000.00, for the Concourse-D restrooms renovation project in the amount of \$170,559.25.

Term: June 1, 2018 to May 31, 2021

Funding Source: General Operating Revenues collected during the normal operation of the SWFIA, Account WJ5422941200.503490, Other Contracted Services, contingent upon approval of associated annual operating budgets

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Mann, called and carried with Commissioner Manning absent.

DEVELOPMENT – Mark Fisher

- 12.** Request Board approve a federal grant (Other Transaction Agreement - OTA) between the United States of America, as represented by the Transportation Security Administration (TSA), and the Lee County Port Authority for \$3,249,358.02 to partially reimburse the Port Authority for costs related to the baggage handling system for the Midfield Terminal Complex.

Term: N/A

Funding Source: N/A

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Mann, called and carried with Commissioner Manning absent.

- 13.** Request Board 1) approve a contract amendment with Kimley-Horn for the design of Interim Security Checkpoint Improvements at RSW; and 2) approve a Total Project Budget in the amount of \$1,727,652.

Term: N/A

Funding Source: Net revenues from the normal operation of the Airport - Account No 20861041234.506540.30

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Mann, called and carried with Commissioner Manning absent.

- 14.** Accept informational update on the RSW Terminal Expansion design (60%).

Term: N/A

Funding Source: N/A

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Mann, called and carried with Commissioner Manning absent.

- 15.** Request Board accept presentation/information regarding the RSW Terminal Expansion Concessions Program.

Term: N/A

Funding Source: N/A

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Mann, called and carried with Commissioner Manning absent.

- 16.** Approve Letter of Release from the Federal Aviation Administration for parcels of land within Southwest Florida International Airport's inventory, commonly referred to as the "Commerce Lakes Parcel".

Term: N/A

Funding Source: N/A

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Mann, called and carried with Commissioner Manning absent.

PORT ATTORNEY – Greg Hagen

- 17.** Request Board award RFB #19-03, Sale of Surplus Real Property – Commerce Lakes Drive Parcel to 1227 Holdings, LLC, the sole bidder, in the amount of \$2,050,000.00 and recommend the Board of County Commissioners authorize the Chair or Vice-Chair to execute a real estate sales agreement and all necessary closing documents.

Term: N/A

Funding Source: N/A

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Mann, called and carried with Commissioner Manning absent.

ADMINISTRATIVE AGENDA

CONVENE AS BOARD OF COUNTY COMMISSIONERS

PORT ATTORNEY – Greg Hagen

18. Request Board convene as Board of County Commissioners to declare property as surplus and approve sale per award of RFB #19-03, Sale of Surplus Real Property – Commerce Lakes Drive Parcel to 1227 Holdings, LLC, the sole bidder, in the amount of \$2,050,000.00; authorize the Chair or Vice-Chair to execute a real estate sales agreement and all necessary closing documents for the sale; and direct Department of Community Development to initiate the necessary Comprehensive Plan amendments from Airport Lands Future Land Use Category to New Community Future Land Use Category (including any necessary text amendments) or other appropriate Category to reflect the change to the airport boundaries in accordance with Lee Plan Policy 1.1.12.

Term: N/A

Funding Source: N/A

FOR ACTION ON THIS ITEM PLEASE REFER TO THE MINUTES OF JANUARY 17, 2019 (062719S)

RECONVENE AS BOARD OF PORT COMMISSIONERS

COMMISSIONER ITEMS/COMMITTEE APPOINTMENTS

There were no Committee Appointments by the individual Commissioners.

COMMENTS FROM THE CHAIR OF THE ASMC

ASMC Chairman Randy Krise spoke about the letter from Delta Airlines (copy of file) and the significance of that letter. Mr. Krise stated that having a decrease of 11 percent is quite an accomplishment by Port Authority Management. He stated that the airlines come to Fort Myers because it is cost effective for them to make money. Adding new flights is important so we need to keep costs down in order that they can come here and make money. Every flight that comes in is big revenue for the Port. Mr. Krise wanted to commend management for their diligence that they display. They are always doing everything they can do to save money and to make us a better airport.

EXECUTIVE DIRECTOR ITEMS

Lee County Port Authority Executive Director Jeff Mulder presented his Executive Director Remarks for the Joint Board Meeting of 06-27-2019 (copy on file).

PORT ATTORNEY ITEMS

Lee County Port Authority Attorney Richard Wm. Wesch had no additional items for discussion.

ADJOURN:

The Vice-Chairman adjourned the meeting at 10:01a.m.

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

Vice-Chairman, Lee County Port Authority

JUNE 27, 2019

A Joint Workshop Meeting of the Board of Port Commissioners of the Lee County Port Authority, with the Airports Special Management Committee, was held on this date in the Training and Conference Center at Southwest Florida International Airport (RSW), with the following members present:

LEE COUNTY PORT AUTHORITY

Brian Hamman, Vice-Chairman
Franklin B. Mann
John E. Manning – *(Absent)*
Cecil Pendergrass

Lee County Attorney:

Richard Wm. Wesch, Port Attorney
Gregory S. Hagen, Senior Asst. Port Attorney

AIRPORTS SPECIAL MANAGEMENT COMMITTEE

Randy Krise, Chair
Robbie Roepstorff, Vice-Chair
Fran Myers – *(Absent)*
Noel Andress
John B. Goodrich

Regional Members:

Collier County Representative R. Scott Cameron
Charlotte County Representative Dana W. Carr

The Vice-Chairman called the meeting to order at 10:25 a.m. The Vice-Chairman called for public comment on and there was one (1) speaker:

Victoria Wolanin

TERMINAL EXPANSION

Lee County Port Authority Executive Director Jeff Mulder gave a very detailed Power Point Presentation answering question from the Board and the ASMC members along the way. Key points that were discussed include:

- Remote Loading Dock
- Federal Inspection Station – Reconfiguration
- New Gate B1A
- Design Objectives
- Existing Concession Program
- New Concession Program

Board Discussion: Commissioner Hamman pointed out that if we are taking out a 30-year loan then shouldn't we project out to the future in order to accommodate increasing passenger numbers. Mr. Mulder stated that ultimately LCPA will be able to expand to 45 gates. Mr. Mulder spoke about hiring a consulting group that will help handle the move of the concessions during the terminal expansion. All the current concessions contracts will be amended to have time added to them for the disruption during construction. The amended contracts will go before the Board for approval next year. There was a lengthy discussion about the need for quiet rooms and/or business lounges. Business lounges would be run by an outside agency or airline and would charge a fee for use. These types of areas help to attract overseas airlines and passengers. Mr. Mulder stated that it will be more than a year before passengers would start to be affected by the construction and that Checkpoint C will be the most affected. The security checkpoints will be moving from the current three checkpoints to one consolidated location. The new single checkpoint will have new technology upgrades and will be expandable to 18 lanes when needed.

RENTAL CAR PROJECTS

Board Discussion: The rental car service areas will be moved closer to the parking facility in order to save time and money in driving distances, as well as open up more land at Skyplex for Class A office space development. The maintenance facility is also being moved closer. They are in need of more Quick-Turn-Around (QTA) spaces, as well as covered Ready Return Space. Two floors can be added to the parking garage in short-term parking. This project will be a two-part process over a two-year period.

INTERIM CHECKPOINT EXPANSION

Board Discussion: Mr. Mulder stated that in the interim until the center checkpoint is completed, LCPA will be adding two more security lanes to the B and D Concourse and one additional lane to the C Concourse in order to help with the long lines for next season. They are also having the line attendants back again during season to help with directing customers and answering questions. There was discussion about obtaining another pre-check security program called "CLEAR," which is run by an outside vendor that charges a yearly fee for the service.

There was also discussion about additional public service announcements (PSA's) for the seasonal residents to "arrive early" in order to allow extra time to get through the check points, since it is the busiest time of the year.

GATE AND CONCOURSE ADDITIONS

Board Discussion: There was discussion regarding a Gate Concept Study that was done back in 2007 and because of all the changes it now needs to be updated. There was talk about further gate expansion by adding gates at the end of the D Concourse or adding a new A and/or E Concourse because of the current gate capacity issues. The goal is to add those additional gates between 2023 and 2027. There was also discussion about bag check and the need for Baggage Handling System expansion. Also, there is an ongoing Bridge Project that will replace the boarding bridges for all the existing gates. There was a discussion about adding additional boarding bridges to the end of concourse D in order to free up some parking spaces. There was a discussion about adding moving sidewalks in order to assist passengers in getting to further away gates. It was suggested to have more benches for passengers to rest.

EMOTIONAL SUPPORT ANIMALS

Board Discussion: There was discussion regarding the differences between the Department of Justice (DOJ) and Department of Transportation (DOT) on regulations concerning service and emotional support animals. Also discussed, was the need for safe guards and more restrictions in the public areas. Mr. Mulder expressed the need for issuing citations to passengers and visitors who are in violation of the current Lee County ordinance concerning pets in the terminal building. Mr. Mulder stated that Port Authority Attorney Gregory Hagen is working on revising the local ordinance to provide for the issuance of a citation to those who are not in compliance. This issue will be brought before the Board in September. Attorney Hagen stated that the change will establish the citation procedure, along with the regular enforcement provisions in the existing ordinance. There was also discussion about adding to the ordinance, which would prohibit visitors and/or greeters from bringing their pets to the airport. The other issue that was brought up was that of customers with severe pet allergies. Commissioner Hamman and Ms. Roepstorff were in agreement that there needs to be better Federal guidelines and oversight so customers know what to expect on a national basis. Commissioner Pendergrass inquired about relief area accommodations for pets. Mr. Mulder stated that with the new expansion there will be a pet relief area post-security.

STRATEGIC PRIORITIES UPDATE

- Seasonality
- Workforce
- Property
- Single Runway
- Air Service

Board Discussion: Mr. Mulder gave a brief description of the remaining slide topics for the Strategic Priorities Update, most of which have already been discussed.

BOARD PRIORITIES AND INITIATIVES

Board Discussion: There was discussion and questions regarding the Parallel Runway Project. It was brought up that if the current single runway at RSW had to close it would cost millions per day. Mr. Mulder stated that the Federal Aviation Administration (FAA) makes decisions on new runways based on capacity. When the FAA forecasts that an airport will exceed the capacity of its runway(s), they will give approval for a new runway. The FAA calculates capacity based on departures and landings per hour. Ms. Roepstorff stated that we need to lobby our Congressional leaders to get the word out about the need for a second runway. Mr. Mulder stated that the Port Authority will be meeting at the congressional regional office this fall, which will be followed by a trip to Washington D.C. Mr. Mulder said he would be glad to coordinate some support.

The Vice-Chairman adjourned the meeting at 12:19 p.m.

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

Vice-Chairman, Lee County Commission

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|---|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a "Lease of Office Space Inside Multi-Use Hangar at Page Field" with WBF Aircraft Management, Inc.</p> <p>2. FUNDING SOURCE: n/a</p> <p>3. TERM: month to month</p> <p>4. WHAT ACTION ACCOMPLISHES: Leases office space inside the multi-use hangar at Page Field.</p> | <p>5. CATEGORY: 2.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/20/2019</p> <p>7. BoPC MEETING DATE: 9/5/2019</p> |
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- | | |
|---|--|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Ben Siegel</u></p> <p>DIV. <u>Administration</u></p> |
|---|--|

10. BACKGROUND:

WBF Aircraft Management, Inc. ("WBF") desires to lease an office located in the Authority's new multi-use hangar at Page Field. WBF will utilize the office to support the Part 91 (non-commercial) flight operations of its aircraft, which will be stored in the hangar pursuant to a separate "Hangar Space Agreement."

This proposed lease agreement will provide WBF with Office # 104, which is approximately 258 square feet. Rent for the office will be \$387.00 per month. The term will commence on the Hangar Opening Date, as determined by the Authority. The lease will continue month-to-month basis, until the earlier of: (a) one of the parties terminates this lease; or (b) the end of the calendar month in which WBF's separate Hangar Space Agreement expires or is terminated.

Attachments

1. Lease summary
2. Proposed Lease of Office Space Inside Multi-Use Hangar at Page Field

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

- | | |
|--|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (7-0)
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|--|---|

Lease Summary

Tenant: WBF Aircraft Management, Inc.
10524 US Route 11
Adams, NY 13605

Leased Premises: Office #104, containing a total of approximately 258 square feet, in the Authority's multi-use (bulk) hangar at Page Field

Allowed Use(s): office space to support Lessee's Part 91 flight operations associated with its aircraft pursuant to the Hangar Space Agreement

Term of Lease: The term will commence on the Hangar Opening Date, as determined by the Authority. The lease will continue month-to-month basis, until the earlier of: (a) one of the parties terminates this lease; or (b) the end of the calendar month in which Lessee's Hangar Space Agreement expires or is terminated.

Rents and Fees: \$387.00 per month

Security/Perf. Guaranty: \$1,200.00

Insurance: Commercial General Liability in the amount of \$2,000,000; Business Auto Liability in the amount of \$1,000,000 (if Lessee will operate a vehicle on the airside).

Note: *This page is intended as a general summary only, for ease of review, and is not a part of the contract. In the event of any conflict between this page and the proposed contract, the contract (being more precise) will prevail.*

LEASE OF OFFICE SPACE
INSIDE MULTI-USE HANGAR
AT
PAGE FIELD

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 2019, by and between **LEE COUNTY PORT AUTHORITY**, a political subdivision of the State of Florida (herein referred to as "Authority") with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and **WBF AIRCRAFT MANAGEMENT, INC.**, a Florida corporation (herein referred to as "Lessee"), with offices at 10524 US Route 11, Adams, NY 13605.

Background

The Authority operates an airport known as Page Field, located in Lee County, Florida (the "Airport"). In conjunction with a separate agreement between the Lessee and Authority providing Lessee with certain storage space for its aircraft (herein the "Hangar Space Agreement") in the Authority's multi-use hangar at 5060 Captain Channing Page Drive, Fort Myers, FL 33907 (herein the "Hangar"), Lessee desires to lease an office inside the same building for support of Lessee's Part 91 flight operations associated with said aircraft. The Authority is willing to lease such office space to Lessee upon the terms and conditions provided below.

NOW THEREFORE, in consideration of the mutual promises herein, the parties hereby agree as follows:

ARTICLE 1

DESCRIPTION OF LEASED PREMISES

Subject to the terms, covenants, and conditions contained in this lease, the Authority hereby leases to Lessee the following described real property (herein the "leased premises" or the "premises") located at the Airport:

Office # 104, containing a total of approximately 258 square feet, located in the Authority's multi-use ("bulk") hangar at 5060 Captain Channing Page Drive, Fort Myers, Florida, 33907, designated as "Leased Premises" on Exhibit A attached hereto.

ARTICLE 2

TERM

The initial term of this lease will commence on the "Hangar Opening Date" as defined below, and will continue thereafter on a month-to-month basis, until the earlier of: (a) one of the parties terminates this lease, effective at the end of any calendar month, by giving the other party written notice thereof, in the manner provided below, at least thirty (30) days prior to the end of that calendar month; or (b) the end of the calendar month in which Lessee's "Hangar Space Agreement" expires or is terminated.

"Hangar Opening Date" means the date the Authority opens the Hangar for storage of Lessee's aircraft pursuant to the Hangar Space Agreement, and turns over to Lessee the possession of the office space leased hereunder. The Authority will determine, in its sole discretion, what the Hangar Opening Date under this lease will be, and will provide Lessee with written notice thereof, and such notice will be considered conclusive for the purposes of this lease.

ARTICLE 3

USE OF LEASED PREMISES

The Lessee shall use the leased premises solely to support its Part 91 flight operations of Lessee's aircraft (tail number N156BF), and for no commercial use or any other use.

Lessee agrees to refrain from and prevent any use of the leased premises which would

interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard. Lessee shall make no unlawful or offensive use of the premises. Lessee will not allow smoking in the premises. The use of the leased premises for the repair of aircraft parts or aircraft systems is expressly prohibited. No hazardous or flammable materials will be stored within or about the leased premises.

ARTICLE 4

RENT

Lessee agrees to pay to the Authority, for and during the term of this lease, monthly rent of \$387.00.

The rent, plus Florida state sales tax if applicable, will be payable in advance on or before the first day of the month for which the rent is due, without demand, setoff, or deduction, to:

Finance Department
Lee County Port Authority
5200 Captain Channing Page Drive
Fort Myers, Florida, 33907

or such other place as the Authority may direct in writing. The rent for any fractional part of the first or last month shall be prorated. The Authority intends to send monthly invoices to Lessee as a courtesy, but such invoices will not affect the due date of any payment.

ARTICLE 5

UTILITIES AND RELATED SERVICES

Lessee may use, free of charge, the Authority's electricity and air conditioning, in reasonable amounts, which may be available at the premises via existing wiring, fixtures, and ducts. Lessee will pay for, and bear the cost of, all other utility and other services to the premises, including but not limited to: (1) telephone, cable TV, and internet service; (2) all cable,

wiring, fixtures, ducts, or plumbing that Lessee desires to add (subject to the Authority's approval pursuant to Article 7 below); (3) janitorial services; and (4) trash removal and disposal. The authority will be responsible for janitorial and trash removal in the building's common areas (including the restroom and hallway).

ARTICLE 6

ASSIGNMENT AND SUBLEASING

Lessee will not assign this lease in whole or in part, or sublet all or any part of the premises, or permit the use of the whole or any part of the premises by any licensee of Lessee, or encumber this lease, and any such attempted transfer will be void, unless the Authority's Board of Port Commissioners gives written consent, which may be withheld for any reason or no reason.

ARTICLE 7

CONDITION OF PREMISES; LESSEE'S IMPROVEMENTS; MAINTENANCE AND REPAIRS

Section 7.1 Initial condition. Authority will deliver the premises to Lessee with finished flooring and ceilings, painted walls, and with electrical outlets, lighting, and vents installed. Lessee will be responsible for any further improvements or alterations it desires, which will be subject to the Authority's advance written approval pursuant to Section 7.2 below.

Authority will not be responsible or liable at any time for any defects, latent or otherwise, in the building or improvements therein, including the leased premises, or any of the equipment, machinery, utilities, appliances, or apparatus therein; nor will Authority be responsible or liable at any time for loss of life, injury, or damage to any person or to any property or business of Lessee or those claiming by, through, or under Lessee, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing, or backing-up of water, steam, gas, or sewage,

or blackouts, brownouts, or any other interruption of any utility service, in any part of the Premises, or caused by or resulting from acts of God or from the elements, or resulting from any defect or negligence in the occupancy, construction, operation, or use of the building or improvements therein.

Authority will provide Lessee with keys to the leased premises. Lessee will coordinate any change in locks or keys with the Authority.

Section 7.2 Lessee's Improvements. Prior to commencing any construction work on the leased premises, Lessee will: (1) submit complete plans and specifications, bonds, evidence of insurance, and all other required items to the Authority for Authority's approval, pursuant to the Authority's "Leasehold Development Standards and Procedures" adopted March 12, 2001, as may be amended, and obtain an "Work Permit" from the Authority; and (2) obtain and pay for all governmental permits and approvals.

All materials, equipment, and fixtures installed by Lessee will be new. All work by Lessee, whether ordinary, extraordinary, or structural, must be performed in full compliance with the plans and specifications approved by the Authority, and in compliance with all applicable laws, including the Americans with Disabilities Act (ADA).

All fixtures, installations, and improvements made by Lessee will become the property of Authority upon termination of this lease, without compensation to Lessee, unless Lessee removes such items prior to the end of the term and restores the premises to the condition they were in at the beginning of the term.

Section 7.3 Maintenance and repairs. Lessee must keep the premises in clean and orderly condition and in a good state of repair at all times, and on termination of this lease, Lessee must deliver the premises to Authority in the same condition they were in at the beginning of the term, normal wear and tear excepted.

Section 7.4 Hours of operation. Lessee may access the building only during the building's normal operating hours, as will be determined by the Authority's Director of General Aviation, but will be a minimum of 7:00 a.m. to 10:00 p.m. Access outside of those hours may

be made available to Lessee, if deemed practicable by the Authority, upon Lessee's advance request to, and coordination with, the Authority's Director of General Aviation.

ARTICLE 8

RIGHT OF ENTRY

Authority or Authority's agents or employees will have the right to enter the leased premises to inspect the premises at all reasonable times, or at any time in case of emergency, to inspect, make repairs, or other maintenance service, or to exhibit the premises to prospective tenants.

ARTICLE 9

COMPLIANCE WITH LAWS

Lessee will comply with all present and future laws applicable to its use of the premises and the Airport.

ARTICLE 10

INDEMNITY AND HOLD HARMLESS; INSURANCE

Lessee agrees to release, indemnify, and hold harmless, the Authority and Lee County (and their respective Commissioners, officers, agents, and employees) from any and all injury, loss, or damage, of any nature whatsoever (including but not limited to fines or penalties imposed by the TSA, FAA, or any other governmental agency as a result of a failure to comply with any statute, ordinance, rule, regulation, or other requirement, including but not limited to breaches of the Airport's security), to any person or property in connection with the use of the Airport by Lessee, its agents, and employees, in conducting operations under this lease, except to the extent that such injury, loss, fine, or penalty is caused by the negligence or wilful misconduct of the Authority or Lee County, its Commissioners, officers, employees, agents, or contractors).

Lessee will, at its own cost and expense, purchase and maintain, throughout the term of this lease, insurance coverages in the following amounts (unless higher coverage limits are required under a separate agreement), subject to the Authority's right to modify said amounts as set forth below:

- (a) Commercial general liability insurance covering all of Lessee's operations at the Airport (whether using owned or non-owned aircraft), including but not limited to premises, products and completed operations, and contractual liability, with a minimum combined single limit of two million dollars (\$2,000,000.00), naming the Lee County Port Authority as an additional insured.

The Authority will be named as an additional insured only with respect to operation of the named insured. The Lessee's insurance will be primary and noncontributory, and include a waiver of subrogation, in favor of the Authority.

- (b) Auto Liability Insurance If Lessee will operate a motor vehicle within the Airport's "Airsides" (i.e. within the security fencing), Lessee will also procure and maintain business auto liability insurance covering liability arising out of the use of any vehicle (owned and nonowned), with limits of not less than one million dollars (\$1,000,000.00) each accident.

The Authority will be named as an additional insured on the Business Auto policy. A waiver of subrogation, in favor of the Authority, is required for this coverage.

Lessee will furnish a certificate or certificates of insurance to the Authority evidencing all such coverage, and providing that the policy or policies will not be canceled nor the limits thereunder reduced without first providing advance written notice thereof to Authority. Insurance requirements will be reviewed and may be modified by the Authority's Executive Director (or his or her designee), as history, experience, industry practice and prudent risk management indicate to be necessary to protect the Authority and the public interest, by providing at least thirty (30) days written notice to Lessee.

ARTICLE 11

SECURITY DEPOSIT

Lessee has provided a security deposit in the amount of **\$1,200.00** to the Authority to serve as security for Lessee's payments and performance under this agreement. The Authority's Executive Director (or his or her designee) may, at any time, increase or decrease the amount of the security deposit required based on an assessment of loss exposure to the Authority and the Lessee's payment history. If Lessee defaults on any duty under this agreement, Authority may apply said deposit to damages sustained by the Authority. If said deposit is not so applied, it will be returned to Lessee, without interest, as soon after the end of the term of this lease as it can be

reasonably determined that all obligations for which Lessee may be liable have been paid.

ARTICLE 12

LICENSES AND TAXES

Lessee will have and maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Lessee. Lessee agrees to bear, pay, and discharge, on or before their respective due dates, all federal, state, and local taxes, fees, assessments, and levies which are now or may hereafter be levied upon the premises, or upon Lessee, or upon the business conducted on the premises, or upon any of Lessee's property used in connection therewith.

Lessee will have the right to contest the amount or validity of any tax, fee, assessment, or levy payable by it by appropriate legal proceedings, but this will not be deemed or construed in any way as relieving or modifying Lessee's duty to pay any such amounts, unless the legal proceedings will operate to prevent the collection thereof. Upon the termination of such legal proceedings, the Lessee will pay the amount as finally determined in such proceedings, the payment of which may have been deferred during the pendency thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

ARTICLE 13

FAA CLAUSES

Section 13.1 Nondiscrimination.

A. Lessee will not, in exercising any of the rights, duties, and privileges herein granted to it, discriminate against any person, on the grounds of race, color, creed, national origin, sex, age, or disability, in any manner prohibited by federal, state, or local law, including FAA regulations. Lessee will furnish its accommodations and/or services on a fair, equal, and nondiscriminatory basis to all users thereof, and it will charge fair, reasonable, and nondiscriminatory prices.

B. Lessee acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprise (DBE), and 14 CFR, Part 152, Affirmative Action Employment Program,

may be applicable to the activities of Lessee under the terms of this lease, and hereby agrees, if such provisions are applicable, to comply with all requirements of the Federal Aviation Administration, and the U.S. Department of Transportation, in reference thereto. These requirements may include, but not be limited to, the compliance with MBE and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports, and including, if directed by the Department, the contracting of specified percentages of goods and services contracts to Minority Business Enterprises.

Section 13.2 Airport Protection. It will be a condition of this lease, that the Authority reserves unto itself, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the Airport.

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

The Lessee expressly agrees for itself, its successors, and assigns, to prevent any use of the premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

Section 13.3 Nonexclusivity. Notwithstanding anything herein to the contrary, it is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the Authority herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

Section 13.4 Subordination. In the event that the FAA or its successor will require any amendments, modifications, or changes in this lease as a condition precedent to the granting of funds for the operation or improvement of the Airport, Permittee hereby consents to such amendments, modifications, or changes as may be reasonably required for the Authority to obtain

such funds.

ARTICLE 14

CIVIL RIGHTS AND TITLE VI

Section 14.1 General Civil Rights Provisions. Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Section 14.2 Compliance with Nondiscrimination Requirements. During the performance of this contract, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- A. Compliance with Regulations: The Contractor (hereinafter includes consultants) 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 contract.
- B. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports: The Contractor will provide all information 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 Port Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a

contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Port Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Port Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Port Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Port Authority to enter into any litigation to protect the interests of the Port Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Section 14.3 Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

- A. Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. In the event of breach of any of the above Nondiscrimination covenants, Authority will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon.

Section 14.4 Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

- A. Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. In the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon.

Section 14.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") 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 § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of 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 on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of 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 on the basis of 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 on the basis of 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. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. 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).

ARTICLE 15

WASTE; SURRENDER OF POSSESSION

Lessee will not commit or permit waste of the premises and will quit and voluntarily deliver up possession of the leased premises at the end of the term in good condition, excepting only ordinary wear and tear.

ARTICLE 16

QUIET ENJOYMENT

As long as Lessee faithfully performs the covenants that are Lessee's obligations under this

lease, the Authority will assure Lessee's quiet and peaceable possession of the premises.

ARTICLE 17

GENERAL PROVISIONS

Section 17.1 Notices. Notice to Authority will be sufficient if sent by certified or registered mail, postage prepaid, or by a nationally recognized overnight delivery service, such as Federal Express or UPS, to: Executive Director, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to Lessee will be sufficient if sent in the same manner, addressed to Lessee at the address stated on the first page hereof, or at the address of Lessee's registered agent which is then on file with the Florida Division of Corporations. The parties may designate in writing other addresses for notice. Notice will be deemed given when delivered (if sent by a delivery company such as Federal Express) or when postmarked (if sent by mail).

Section 17.2 Nonwaiver of rights. No waiver of breach by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party will be construed as, or will operate as, a waiver of any subsequent breach of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

Section 17.3 Time. Time is of the essence in the performance of this agreement.

Section 17.4 Captions. The headings of the several articles of this lease are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this lease and will not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

Section 17.5 Governing law and venue. This lease will become valid when executed and accepted by the Authority in Lee County, Florida; it will be deemed made and entered into in the State of Florida and will be governed by and construed in accordance with the laws of Florida.

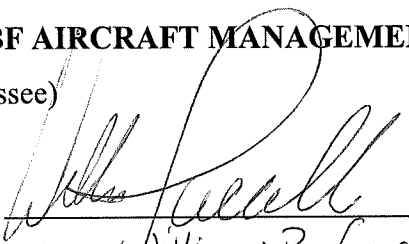
Section 17.6 Entire agreement. This lease sets out the entire agreement between the

parties with regard to the leased premises described herein. However, this lease is independent from and is not intended to affect any other contract or contracts that may be presently in force between Lessee and the Lee County Port Authority and/or Lee County. There are no implied covenants or warranties except as expressly set forth herein. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced.

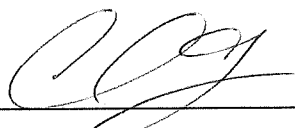
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this lease on the date first above written.

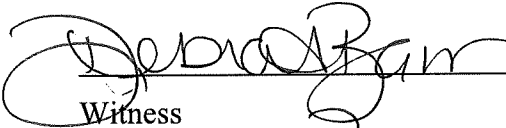
WBF AIRCRAFT MANAGEMENT, INC.

(Lessee)

By: 
Print Name: William B Fucillo
Title: Pres.
Date: 5/8/19
By: _____

WITNESSED BY:


Witness
Chad Albury
Print Name
Date: 5/8/19


Witness
Debra Ram
Print Name
Date: 5/8/19

LEE COUNTY PORT AUTHORITY

ATTEST:

LINDA DOGGETT, CLERK

By: _____

Chairman or Vice Chairman,
Board of Port Commissioners

By: _____

Deputy Clerk

Date: _____

Date: _____

Approved As To Form for the
Reliance of the Lee County Port
Authority only:

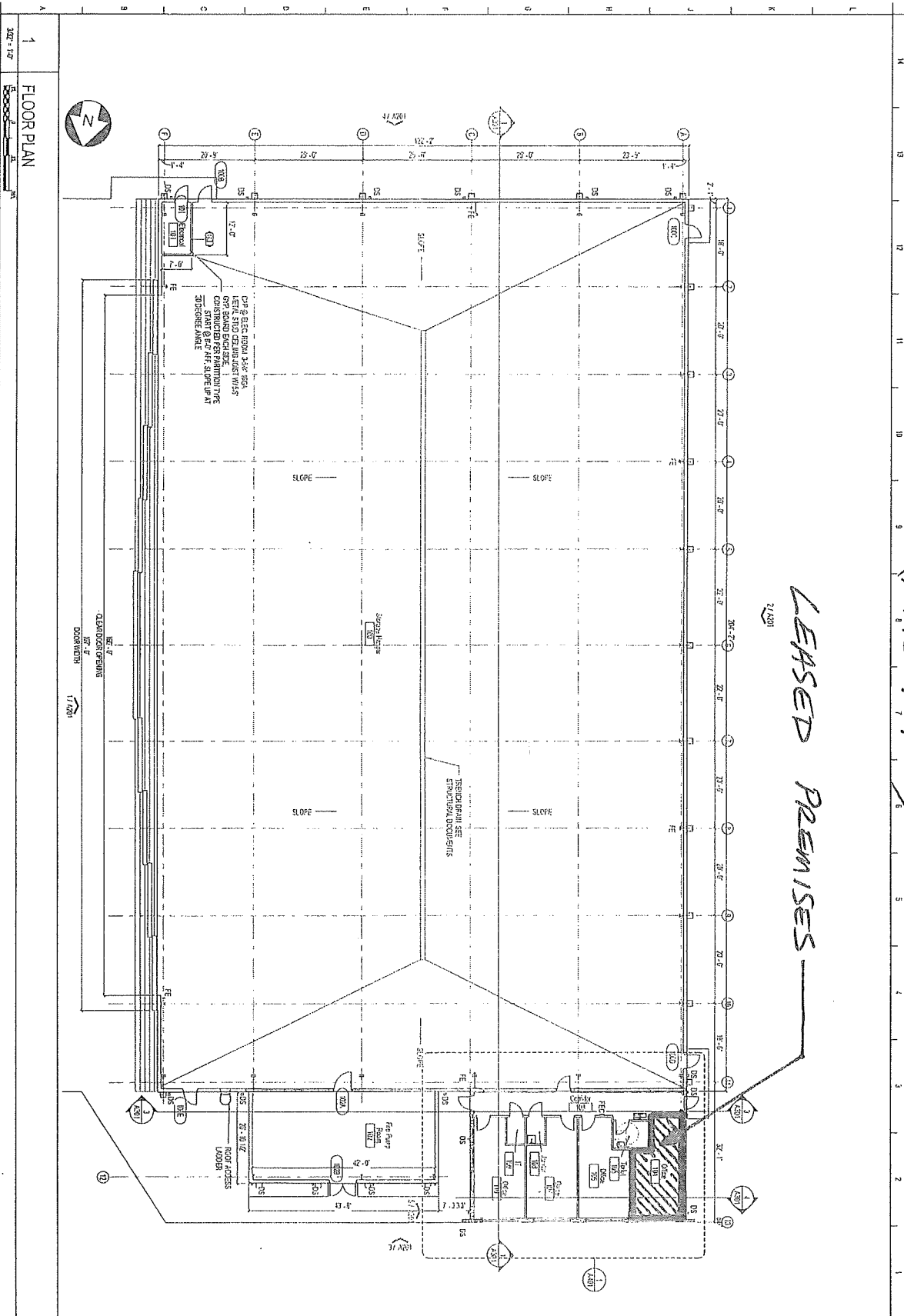
By: _____

Port Authority Attorney

Date: _____

EXH 181T A
 (PAGE 1 OF 2)

LEASED PREMISES
 2/1/00



1 FLOOR PLAN
 3/27 - 1/07

SCHENKEL SHULTZ
 ARCHITECTS
 1250 New Jersey Boulevard
 Fort Monmouth, NJ 08040
 732.278.4818
 schenkelshultz.com
 SS Lic. No. AA-000557
 GENERAL CONTRACTORS: THE HOLE MONTES GROUP
 10000 Route 100, Suite 100
 Fort Monmouth, NJ 08040



DATE: 02/27/07
 DRAWN BY: GIB

PAGE FIELD GENERAL
 AVIATION AIRPORT -
 MULTIPLE HANGAR AND RAMP
 2001 Capital Center Parkway
 Little Ferry, NJ 07643



THE COUNTRY POINT ARCHITECTURE
 115 CLAMPART AVENUE
 10801 Middlesex Road
 Fort Monmouth, NJ 08040
 732.278.4818
 thecountrypoint.com
 ARCHITECTS
 02/27/07
 DRAWN BY: RH CHECKED BY: MSB

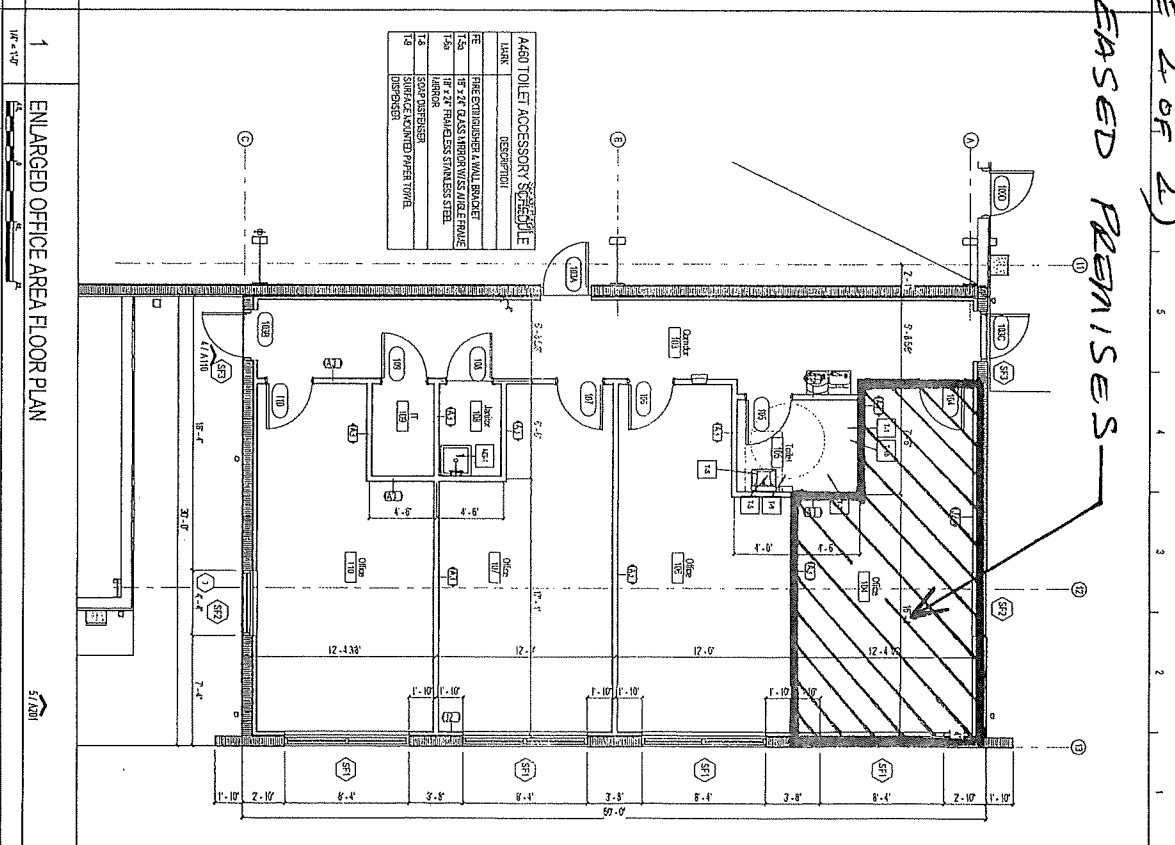
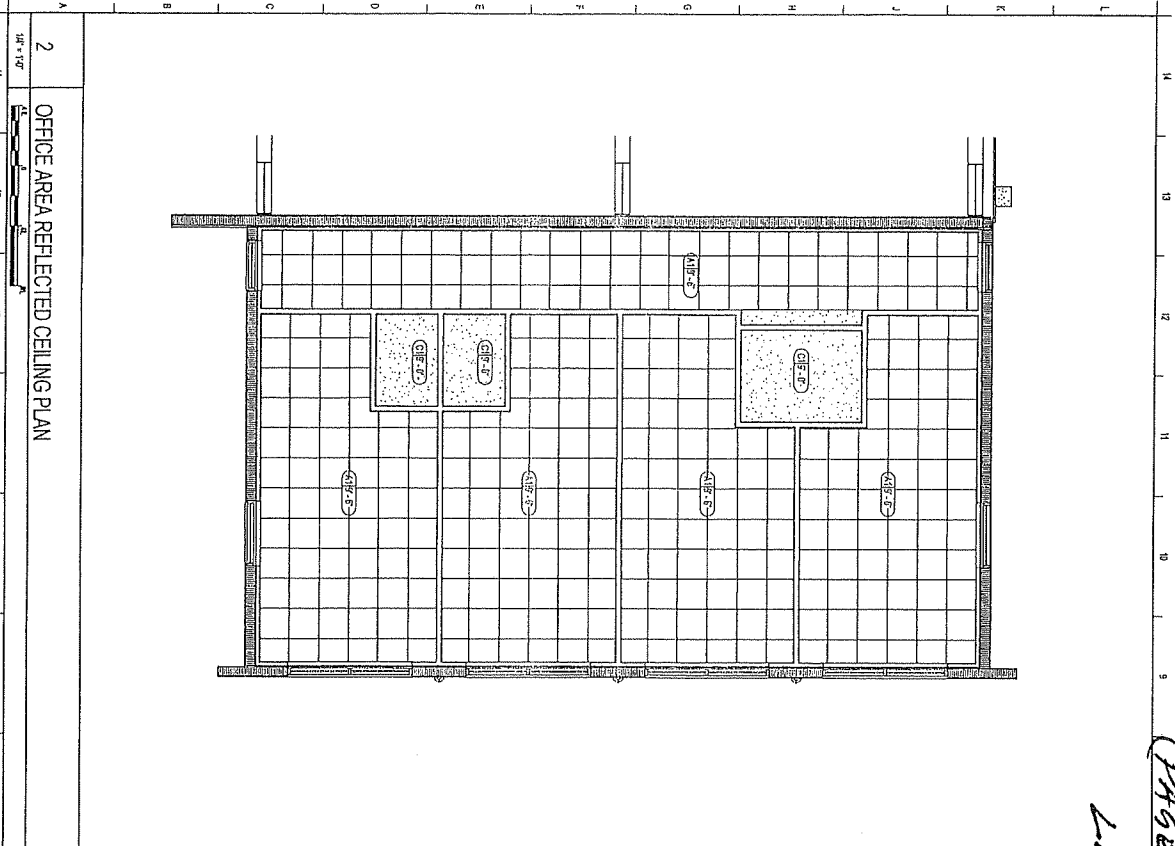
A101

Construction Documents

EXHIBIT A

(PAGE 2 OF 2)

LEASED PREMISES



SCHEMKEI SHUI TZ
 000 ARSENITE QUOTE 005
 1051 New Jersey Boulevard
 Building 605
 200 Market Street
 08102

PMV
 HOLE MONTES
 SERVICES - STAINLESS STEELWORK

LET CONTRACT ADDRESS:
 11800 Central Expressway
 Palm Beach, FL 33413

DATE: 02/20/08
 DRAWN BY: ADW
 CHECKED BY: DCD

OFFICE AREA ENLARGED
 FLOOR PLAN AND CEILING
 PLAN

A401

Construction Documents

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|---|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a month-to-month "Lease of Space in Air Freight Building" with Swissport SAUSA, LLC.</p> <p>2. FUNDING SOURCE: n/a</p> <p>3. TERM: month to month, beginning August 1, 2019</p> <p>4. WHAT ACTION ACCOMPLISHES: Leases space in air freight building to Swissport SAUSA, LLC</p> | <p>5. CATEGORY: 3.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/20/2019</p> <p>7. BoPC MEETING DATE: 9/5/2019</p> |
|--|---|

- | | |
|---|--|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Ben Siegel</u></p> <p>DIV. <u>Administration</u></p> |
|---|--|

10. BACKGROUND:

Swissport SAUSA, LLC provides ground services to airlines at Southwest Florida International Airport under a "Ground Service Permit Agreement" dated January 10, 2005. Swissport currently leases space under Concourse D pursuant to a lease dated October 10, 2017, office space behind the airline ticket counters pursuant to a lease dated June 21, 2018, and Unit #4 in RSW's air freight building pursuant to a lease dated March 16, 2009.

This proposed new "Lease of Space in Air Freight Building" will provide Swissport with additional space (Unit #3), in the air freight building. Unit #3 is approximately 1,460 square feet. The lease term is month-to-month beginning August 1, 2019. Rent is initially \$1,825.00 per month (\$15.00/square foot/year), subject to periodic adjustments by the Authority beginning October 1, 2019. This is consistent with the rent paid by the building's other tenants.

- Attachments:
1. Contract Summary
 2. Proposed lease agreement

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

- | | |
|--|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (7-0)
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|--|---|

Contract Summary

Lessee: Swissport SAUSA, LLC
45025 Aviation Drive, Suite 350
Dulles, VA 20166

Leased Premises: Unit #3 (approximately 1,460 square feet) in the air freight building
at 11850 Regional Lane

Allowed Use(s): airline ground service

Term of Lease: month-to-month, commencing August 1, 2019

Rents and Fees: \$1,825.00 per month; subject to periodic adjustments beginning
October 1, 2019

Security/Perf. Guaranty: security deposits held by the Authority pursuant to other agreements
will also serve as security for Lessee's performance under this
agreement; the required security deposit may be adjusted by the
Authority with 60 days written notice to the Lessee

Insurance Requirements: Lessee must keep in force insurance required by its Ground
Service Permit Agreement

Note: This page is intended as a general summary only, for ease of review, and is not a part of the contract. In the event of any conflict between this page and the proposed contract, the contract (being more precise) will prevail.

LEASE OF SPACE
IN
AIR FREIGHT BUILDING
AT
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 20____, by and between **LEE COUNTY PORT AUTHORITY**, a special district and political subdivision of the State of Florida with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 (herein referred to as "Authority") and **SWISSPORT SAUSA, LLC**, a Delaware limited liability company (herein referred to as "Lessee"), with offices at 45025 Aviation Drive, Suite 350, Dulles, VA 20166.

Background

The Authority operates Southwest Florida International Airport, located in Lee County, Florida (the "Airport"). Lessee is authorized (or has applied for authorization) to provide ground service to airlines at the Airport, as permitted (or as may be permitted) pursuant to a separate agreement with the Authority, and desires to lease space in the Authority's air freight building to support its ground service business.

NOW THEREFORE, in consideration of the mutual promises herein, the parties hereby mutually agree as follows:

1. **DESCRIPTION OF LEASED PREMISES**

Subject to the terms, covenants, and conditions contained herein, the Authority hereby leases to Lessee, the following described real property located at Southwest Florida International Airport, in Lee County, Florida (herein the "leased premises" or the "premises"):

one bay, currently identified as unit # 3, containing approximately 1,460 square feet, located in the Airport's air freight building at 11850 Regional Lane, Fort Myers, FL, and identified as "Leased Premises" on Exhibit A attached hereto.

2. **TERM**

The initial term of this lease will commence on August 1, 2019, and will continue month-

to-month, unless or until one of the parties shall end this lease by giving the other party written notice thereof, in the manner provided below, at least thirty (30) days prior to the end of the term.

The leased premises is currently leased to another tenant and pursuant to that lease the Authority has provided written notice of its option to terminate effective July 31, 2019. The Authority and Lessee herein expect the existing tenant to vacate the premises leased under this Agreement on or before said termination date.

The Authority will endeavor to put Lessee into possession of the premises at the beginning of the term hereof, but Authority's ability to do so will depend on vacation of the premises by the existing tenant. Accordingly, Authority will not be liable to Lessee for any damages whatsoever if such delivery of possession of the premises, or any part, is delayed by the existing tenant. If there is such a delay, rents payable by Lessee which are applicable to such space or spaces will abate until the present tenant vacates or is removed. The term of this Agreement will not change by reason of such delay.

3. USE OF LEASED PREMISES

The Lessee shall use the leased space solely for uses directly related to its services provided to airlines at the Airport. Lessee agrees to refrain from and prevent any use of the leased premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard. Lessee shall make no unlawful or offensive use of the premises. Lessee will not allow smoking in the premises.

4. RENT

Lessee agrees to pay to the Authority, for and during the term of this lease, monthly rent of \$1,825.00. This rate is subject to change by the Authority, effective October 1, 2019, or any time thereafter, with at least 30 days advance written notice to Lessee.

The rent, plus Florida state sales tax if applicable, will be payable in advance on or before the first day of the month for which the rent is due, without demand, setoff, or deduction, to: Finance Department, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, or such other place as the Authority may direct in writing. The rent for any fractional part of the first month shall be prorated. The Authority intends to send monthly invoices to Lessee as a courtesy, but such invoices will not affect the due date of any payment.

5. UTILITIES

Lessee will pay for all utility services it desires, including but not limited to electricity, water, and telephone service. If Lessee's electricity or water is not separately metered and the Authority pays the bill, the Authority will invoice and Lessee will pay for Lessee's pro rata share of the bill as may be reasonably determined by the Authority. Lessee will pay and bear the cost of all cable, wiring, fixtures, ducts, or plumbing that it desires to add.

6. ASSIGNMENT AND SUBLEASING

Lessee will not assign this lease in whole or in part, or sublet all or any part of the premises, or permit the use of the whole or any part of the premises by any licensee or concessionaire, or encumber this lease, and any such attempted transfer will be void.

7. CONDITION OF PREMISES; LESSEE'S IMPROVEMENTS; MAINTENANCE; REPAIRS; ALTERATIONS

Lessee accepts the premises as is. Lessee will, through the term of this lease, take good care of the demised premises and will not cause or permit any waste thereto. Lessee will promptly make and pay for all nonstructural repairs, replacements, and maintenance to those portions of the interior of the building that are leased by Lessee. Prior to commencing any construction work, Lessee will submit to the Authority, for its review, complete plans and specifications, bonds, evidence of insurance, any required governmental permits and approvals, and all other required items to the Authority for Authority's approval, pursuant to the Authority's "Leasehold Development Standards and Procedures" (adopted March 12, 2001, as may be amended), and obtain the Authority's written approval, in the form of a written work permit authorization.

All fixtures, installations, and improvements made by Lessee will become the property of Authority upon termination of this lease, without compensation to Lessee, unless Lessee removes such items prior to the end of the term and restores the premises to the condition they were in at the beginning of the term.

Lessee will keep the premises in clean and orderly condition and in a good state of repair at all times, and on termination of this lease, Lessee will deliver the premises to Authority in the same condition they were in at the beginning of the term, normal wear and tear excepted.

8. RIGHT OF ENTRY

Authority or Authority's agents or employees will have the right to enter the leased premises to inspect the premises at all reasonable times, or at any time in case of emergency, to inspect, make repairs, provide custodial or other maintenance service, or to exhibit the premises to prospective tenants.

9. COMPLIANCE WITH LAWS

Lessee shall comply with all present and future laws applicable to its use of the premises and the Airport.

10. INSURANCE; INDEMNITY AND HOLD HARMLESS

During the term of this lease, Lessee will keep in force for the premises all insurance coverages of the applicable types, and in the amounts, that are set forth in its Ground Service Permit Agreement.

Lessee agrees to release, defend, indemnify, and hold harmless, the Authority and Lee County (and their respective Commissioners, officers, agents, and employees) from any and all injury, loss, or damage, of any nature whatsoever, to any person or property in connection with the use of the Airport by Lessee, its agents, employees, and contractors, except for damages caused by the sole negligence of the Authority or Lee County, or their agents, employees, or contractors, and for any and all fines or penalties imposed by any governmental agency (including but not limited to the Federal Aviation Administration) as a result of the failure of Lessee or its agents, employees, or contractors, to abide by or comply with any statute, ordinance, rule, regulation, or other requirement (including but not limited to breaches of the Airport's security).

11. LICENSES AND TAXES

Lessee shall have and maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Lessee. Lessee agrees to bear, pay, and discharge, on or before their respective due dates, all federal, state, and local taxes, fees, assessments, and levies which are now or may hereafter be levied upon the premises, or upon Lessee, or upon the business conducted on the premises, or upon any of Lessee's property used in connection therewith.

Lessee shall have the right to contest the amount or validity of any tax, fee, assessment, or levy payable by it by appropriate legal proceedings, but this shall not be deemed or construed

in any way as relieving or modifying Lessee's duty to pay any such amounts, unless the legal proceedings shall operate to prevent the collection thereof. Upon the termination of such legal proceedings, the Lessee shall pay the amount as finally determined in such proceedings, the payment of which may have been deferred during the pendency thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

12. SECURITY DEPOSIT

If Lessee is a party to any other agreement with the Authority and has provided the Authority with security (whether in the form of a cash security deposit, a bond, or a letter of credit) for its performance thereunder, such security shall also serve as security for Lessee's performance of Lessee's obligations to Authority under this lease. Otherwise, within fifteen (15) days of the date of this lease agreement, Lessee must deliver to the Authority a cash security deposit, or an irrevocable letter of credit, in the amount of three (3) months' rent, to serve as security for the full and faithful performance by Lessee of all terms, covenants, and conditions of this agreement including but not limited to the rentals, fees, and charges to be paid, throughout the entire term of this agreement. The Authority may, at its sole discretion, periodically require Lessee to increase or decrease the amount of the cash security deposit or letter of credit required under this Article at any time upon sixty (60) days written notice, based on Authority's assessment of loss exposure to the Authority and Lessee's performance of its obligations under this lease. At the Authority's option, it may accept another form of security deposit or performance guarantee.

If a letter of credit is provided, it shall be issued by an American bank or trust company, shall permit partial drawings, shall automatically renew each year unless at least sixty (60) days advance written notice of the issuer's election not to renew is provided to the Authority, and shall be otherwise satisfactory to the Authority in form and content. If the letter of credit is not to be renewed, Lessee shall deliver a replacement letter of credit to the Authority at least twenty (20) days before expiration of the current letter of credit; Lessee's failure to do so will constitute a breach of this agreement and will entitle Authority to present the existing letter of credit for payment and draw on same in addition to all other remedies available under this contract or at law. If the letter of credit is drawn upon, Lessee will replenish or replace same so as to always

maintain the full amount required under this Article available for Authority's protection.

13. FAA NONDISCRIMINATION CLAUSE

A. Lessee shall not, in exercising any of the rights, duties, and privileges herein granted to it, discriminate against any person, on the grounds of race, color, creed, national origin, political ideas, sex, age, or physical or mental handicap, in any manner prohibited by federal, state, or local law, including F.A.A. regulations. Lessee shall furnish its accommodations and/or services on a fair, equal, and nondiscriminatory basis to all users thereof, and it shall charge fair, reasonable, and nondiscriminatory prices.

B. Lessee acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprise (DBE), and 14 CFR, Part 152, Affirmative Action Employment Program, may be applicable to the activities of Lessee under the terms of this agreement, and hereby agrees, if such provisions are applicable, to comply with all requirements of the Federal Aviation Administration, and the U.S. Department of Transportation, in reference thereto. These requirements may include, but not be limited to, the compliance with MBE and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports, and including, if directed by the Department, the contracting of specified percentages of goods and services contracts to Minority Business Enterprises.

14. FAA AIRPORT PROTECTION CLAUSE

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

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

The Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the premises which would interfere with or adversely affect the operation or maintenance of the

airport, or otherwise constitute an airport hazard.

15. FAA NONEXCLUSIVITY CLAUSE

Notwithstanding anything herein to the contrary, it is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the Authority herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

16. NOTICE

Notice to Authority will be sufficient if sent by certified or registered mail, postage prepaid, to: Executive Director, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to Lessee will be sufficient if sent in the same manner, addressed to Lessee at the address stated on the first page hereof, or at the address of Lessee's registered agent which is then on file with the Florida Division of Corporations. The parties may designate in writing other addresses for notice.

17. WASTE: SURRENDER OF POSSESSION

Lessee will not commit or permit waste of the premises and must quit and voluntarily deliver up possession of the leased premises at the end of the term in good condition, excepting only ordinary wear and tear.

18. NONWAIVER OF RIGHTS

No waiver of breach by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent breach of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

19. CAPTIONS

The headings of the several articles of this agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

20. TIME

Time is of the essence in the performance of this agreement.

21. GOVERNING LAW AND VENUE

This agreement shall become valid when executed and accepted by the Authority in Lee County, Florida; it will be deemed made and entered into in the State of Florida and will be governed by and construed in accordance with the laws of Florida. In the event of a dispute between the parties, suit will be brought only in the federal or state courts of Florida, and venue shall be in Lee County, Florida.

22. QUIET ENJOYMENT

As long as Lessee faithfully performs the covenants that are Lessee's obligations under this lease, the Authority will assure Lessee's quiet and peaceable possession of the premises.

23. CIVIL RIGHTS AND TITLE VI

A. General Civil Rights Provisions. Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal Assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. This provision obligates the Lessees for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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

- (1) Compliance with Regulations: The Contractor (hereinafter includes consultants 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 contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and

Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- (3) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- (4) Information and Reports: The Contractor will provide all information 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 Port Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Port Authority 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 a Contractor's noncompliance with the non-discrimination provisions of this contract, the Port Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- (6) Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with

respect to any subcontract or procurement as the Port Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or the supplier because of such direction, the Contractor may request the Port Authority to enter into any litigation to protect the interests of the Port Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) 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 § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of 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, as amended (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of 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. Title II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of 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 on the basis of 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 discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. At 74087 to 74100);
12. 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*).

24. ENTIRE AGREEMENT

This contract sets out the entire agreement between the parties with regard to the leased premises described herein. This contract is independent from and is not intended to affect any other contract or contracts presently in force between Lessee and the Lee County Port Authority. There are no implied covenants or warranties except as expressly set forth herein. No agreement to modify this contract will be effective unless in writing and executed by the party against whom the modification is sought to be enforced.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the date first above written.

SWISSPORT SAUSA, LLC

(Lessee)

By:  _____

Title: CFO _____

(Corporate Seal)

Witnessed by:

 _____

PHUONG-CAC NGUYEN _____

Print Name

 _____

Kevin Jeyaraj _____
Print Name

LEE COUNTY PORT AUTHORITY

ATTEST:
Linda Doggett, County Clerk

By: _____
Chairman or Vice Chairman
Board of Port Commissioners

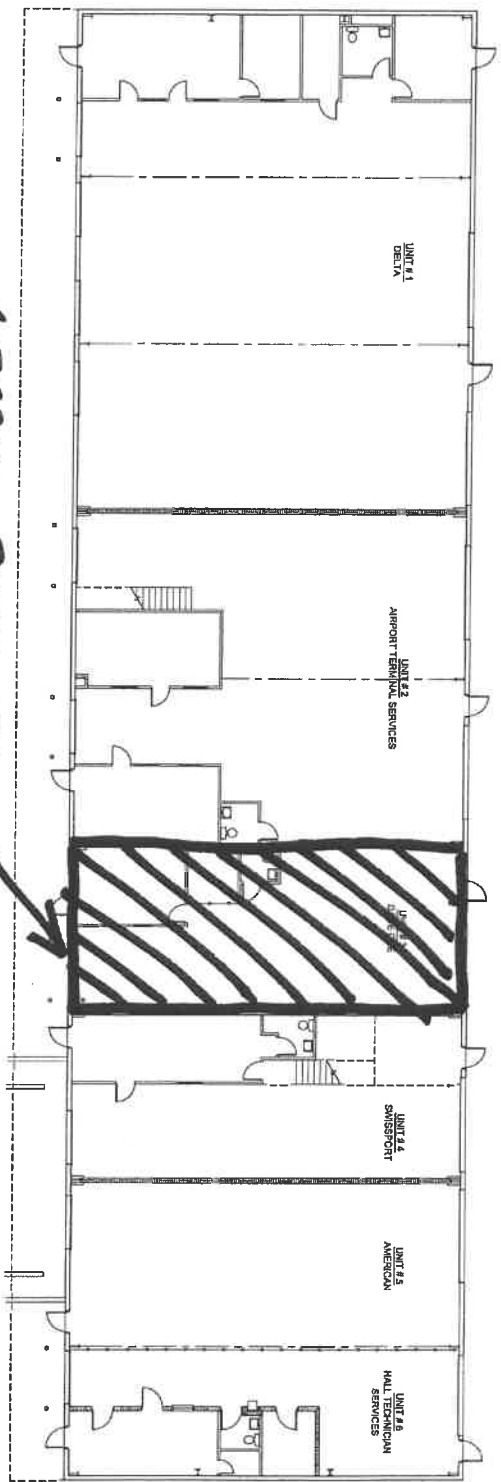
By: _____
Deputy Clerk

Date: _____

Approved as to Form for the Reliance of the
Lee County Port Authority Only:

By: _____
Port Authority Attorney

EXHIBIT A



EXISTING FLOOR PLAN

SCALE: 1/8" = 1'-0"

A BUILDING ASSESSMENT FOR:
RSW AIR FREIGHT
 11850 REGIONAL LANE
 FORT MYERS, FLORIDA

STUDIO ARCHITECT
 11850 REGIONAL LANE
 FORT MYERS, FLORIDA 33907
 TEL: 239.332.4888
 FAX: 239.332.4889
 WWW.STUDIOARCHITECT.COM

CONSULTANT:	
DATE:	
PROJECT:	
REVISIONS:	
DATE SOLICIT: 31 JAN 2017	
NOT FOR CONSTRUCTION	
PRELIMINARY BID SET	
ALSO SEE DRAWINGS	
ADDITIONAL	
SHEET	1

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|---|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a "Permit Agreement for Ground Service and Skycap Service at Southwest Florida International Airport" with G2 Secure Staff, L.L.C.</p> <p>2. FUNDING SOURCE: n/a</p> <p>3. TERM: month-to-month, beginning June 10, 2019</p> <p>4. WHAT ACTION ACCOMPLISHES: authorizes G2 Secure Staff, L.L.C. to provide ground service and skycap service to airlines.</p> | <p>5. CATEGORY: 4.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/20/2019</p> <p>7. BoPC MEETING DATE: 9/5/2019</p> |
|---|---|

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**
(ALL REQUESTS)
NAME Ben Siegel

DIV. Administration

10. **BACKGROUND:**

G2 Secure Staff, L.L.C. desires to provide ground service and skycap service to airlines at Southwest Florida International Airport. The proposed agreement requires G2 Secure Staff, L.L.C., as permittee, to (among other things) maintain certain insurance coverages and pay the Authority monthly privilege fees in the amount of 8% of gross revenue for ground service, certain per-employee and per-vehicle fees (consistent with the fees the Authority charges other skycap companies), and employee parking lot charges.

- Attachments:
1. Contract summary
 2. Proposed agreement

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

APPROVED **X (7-0)**
APPROVED as AMENDED
DENIED
OTHER

13. **PORT AUTHORITY ACTION:**

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

CONTRACT SUMMARY

Permittee: G2 Secure Staff, L.L.C.
400 E. Las Colinas Blvd., Ste. 750
Irving, TX 75039

Allowed Activities: Provision of ground services to airlines

Term of Agreement: Commences June 10, 2019, and will continue month-to-month thereafter until terminated by either party upon thirty (30) days advance written notice.

Privilege Fees: Monthly:
(a) 8% of gross revenue from “ground service”
(b) \$10/employee without airside access
(c) \$25/employee with airside access
(d) \$10/vehicle without airside access
(e) \$25/vehicle with airside access; and
(f) Employee Parking Lot Charge of \$15/employee with access to employee parking lot

Security/Perf.Guaranty: \$3,000.00

Insurance Requirements: Commercial General Liability in the amount of \$1,000,000;
Business Auto in the amount of \$5,000,000 (only if Permittee uses a motor vehicle airside); Workers’ compensation as required by state law; Employers liability in the amount of \$500,000.

Note: This page is intended as a general summary only, for ease and review, and is not a part of the contract. In the event any conflict between this page and the proposed contract, the contract (being more precise) will prevail.

PERMIT AGREEMENT
FOR GROUND SERVICE AND SKYCAP SERVICE AT
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

LEE COUNTY PORT AUTHORITY ("Authority"), upon its execution hereof, hereby grants to the below-named Permittee, and Permittee accepts, the right to engage in the business of providing certain ground services, as set forth below, at Southwest Florida International Airport ("Airport"), on the terms and conditions herein stated and agreed to by the Authority, by Permittee, and by any airline or airlines which is or are a party to this agreement by virtue of execution of a rider hereto:

1. **PERMITTEE**. The "Permittee" herein is identified as:

Name: G2 SECURE STAFF, L.L.C.

Type of entity: a Texas limited liability company

Permittee's address and telephone number are as follows:

Address: 400 E. Las Colinas Blvd., Ste. 750

Irving, TX 75039

Telephone: 972-310-3578

2. **TERM**. The term of this permit shall commence on June 10, 2019, and will continue month-to-month thereafter until terminated by either party giving the other thirty (30) days advance written notice thereof.

3. **DEFINITIONS**. As used in this permit agreement, the following words or terms have the meanings given herein:

"Ground Service Gross Revenue" means all amounts charged (whether received or receivable, cash, credit, or otherwise, and

including, without limitation, any standby charges, wait charges, late charges, etc., and without making any deductions or set-offs) for all Ground Service provided by Permittee at the Airport.

"Ground Service" means any service provided at the Airport to an air carrier (including, but not necessarily limited to, both passenger and cargo airlines), excluding only:

- (1) aircraft maintenance and repair;
- (2) fueling service (other than fueling ground service equipment);
- (3) provision of food or beverages; and
- (4) "Skycap Service" as defined below.

"Ground Service" includes, but is not limited to, ramp services, cargo handling, baggage handling, passenger handling, ticketing, aircraft cleaning, security services, baggage delivery service, and the rental, fueling, maintenance, and repair of ground service equipment.

"Skycap Service" means performing curbside check-in for passengers, providing wheelchair assistance for passengers, and handling and transporting passengers' baggage and other articles of personal property through the terminal building.

4. PRIVILEGES. During the term of this permit and in accordance with the terms and conditions thereof, Permittee has the right to engage in the business of providing "Ground Service" and "Skycap Service" at the Airport.

This Permit grants Permittee only a license to enter upon

certain areas of the Airport, and not a lease of any particular space. If Permittee desires its own work space at the Airport, Permittee must secure a separate written agreement with the Authority providing for same, or an Authority-approved sublease from an Airport tenant.

5. OPERATIONAL REQUIREMENTS. Permittee must ensure that all employees are properly trained and equipped to conduct the subject activities on the airside portion of the Airport. Permittee must obtain all necessary federal, state, and local licenses prior to the commencement of business activities.

6. FEES. In consideration of the rights and privileges granted to Permittee, during the term of this permit, Permittee will pay to the Authority, monthly, a "Privilege Fee" equal to the sum of:

- (1) eight percent (8%) of Permittee's "Ground Service Gross Revenue" (as defined above);
- (2) \$10.00 per employee per month for employees without access to secured areas at the Airport (i.e. "landside access only") and \$25.00 per employee per month for employees with access to secured areas at the Airport (i.e. "airside access");
- (3) \$10.00 per vehicle per month for vehicles not permitted into secured areas at the Airport (i.e. "landside access only") and \$25.00 per vehicle per month for vehicles permitted into secured areas at the Airport (i.e. "airside access"); and
- (4) an "Employee Parking Lot Charge" equal to the number of Permittee's employees which have been granted access to the Airport's employee parking lot as of the first day of each calendar month, multiplied by Airport's monthly employee parking lot fee effective as of such day. Currently, the Airport's employee parking lot fee is \$15.00 per employee per month.

Authority may adjust the fees listed in items (2), (3), and

(4) above with at least thirty (30) days advance written notice to Permittee.

The Privilege Fee will be payable monthly at the Authority's address, as follows: Twenty (20) days following the end of each calendar month of the term of this permit, Permittee will submit to the Authority, in a format approved by the Authority, a statement of its Ground Service Gross Revenue and related information as required concerning the preceding month, along with its number of employees and vehicles at the Airport, with access to secured areas, and without access to secured areas, signed by a responsible accounting officer of the Permittee, accompanied by a check in the amount due the Authority.

This Privilege Fee is imposed on Permittee, and not on Permittee's customers. Accordingly, Permittee may charge to, and collect from, its customers, a separate amount, to recoup the amount of the Privilege Fee, but if Permittee does so, any such amount will be deemed included in Permittee's "Ground Service Gross Revenue" and subject to the percentage Privilege Fee.

7. ACCOUNTING RECORDS AND AUDITS.

(A) Records

Permittee shall maintain in a complete and accurate manner, on an accrual basis and in accordance with Generally Accepted Accounting Principles (GAAP), such accounts, books, records, and data pertaining to its operations in Lee County, Florida, as would reasonably be expected to be examined by an independent certified public accountant in performing an audit or examination

of the Permittee's Ground Service Gross Revenues in accordance with GAAP and Generally Accepted Auditing Standards (GAAS). Such books and records shall include, at a minimum, all contracts, invoices, daily business reports, sales journals, and all other books and records customarily used in Permittee's type of business. Said materials shall be in sufficient detail to substantiate all information Permittee provides the Authority.

Permittee shall make the above records or copies thereof available to the Authority, upon reasonable request, at the Authority's offices, for at least three (3) years after the end of the term of this Permit. The Authority will have the right, at all reasonable times, to have its representatives inspect, examine, copy, and audit the originals of such books and records at Permittee's offices.

(B) Annual Statements to be Submitted by Permittee

Permittee shall annually provide to the Authority, at Permittee's sole cost and expense, a "Statement of Ground Service Gross Revenues" for the preceding twelve-month period (or portion thereof) ending December 31st during the period this permit is in force. Said Statement shall be certified by the chief financial officer ("CFO") of Permittee when payments made by the Permittee for such period were not more than \$25,000. If payments made by the Permittee for such period were more than \$25,000, said Statement shall be prepared by an independent certified public accountant ("CPA") duly licensed in the state where the audit is performed, in accordance with generally accepted auditing standards and the terms of this permit agreement. Said Statement

shall be provided to the Authority within ninety (90) days after each such December 31st, and shall include the following:

- (1) a written statement that in said CFO's or CPA's opinion all Privilege Fees owed by Permittee to the Authority for the year ending on said December 31st were paid in accordance with the terms of this permit agreement.
- (2) a schedule of revenues upon which the monthly payments to Authority are computed;
- (3) a list of the payments made to the Authority for the period; and
- (4) a calculation to determine that the total Privilege Fees for the year or applicable portion thereof have been paid in accordance with this agreement. Any adjustment due will be determined, and payment remitted to the party to whom it is due, within thirty (30) calendar days from receipt and acceptance of said audit report by the Authority. Any additional sums found to be due to Authority shall be paid forthwith to Authority and shall bear interest at the rate of eighteen percent (18%) per annum from the date such sums should have been paid until the date actually paid.

Delivery of an audit report containing a qualified opinion, an adverse opinion, or a disclaimer of opinion as defined in the Statements on Accounting Standards, as may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, shall be deemed to be a default hereof.

(C) Audits by Authority

The Authority shall have the right, at all reasonable times, to have Permittee produce any or all of the above enumerated books and records, including sales tax and other tax return records, to the Authority in Lee County, Florida, and to have the Authority's representatives inspect, examine, copy, and audit

those books and records for the purpose of verifying the Gross Revenues hereunder. Should the Permittee have any of such books or records maintained outside of Lee County, Florida, and not wish to make them available to the Authority in Lee County, then the Permittee shall reimburse the Authority for the audit costs incurred, including round trip air fare and ground transportation from Fort Myers to the location at which the books and records are kept, hotel lodging, and meals.

In any event, if, as a result of such audit, it is established that Permittee has understated the Ground Service Gross Revenues as defined above by one percent (1%) or more, the entire expense of said audit shall be borne by Permittee. Any additional Privilege Fee due shall be invoiced to Permittee and promptly paid to Authority with interest at the rate of one and one-half percent (1.5%) per month from the date such additional Privilege Fee originally was due. Notwithstanding the foregoing, the Authority shall not be prevented from terminating this Permit for default in the payment of fees or from enforcing any other provisions hereof.

8. INSURANCE REQUIRED.

(A) Permittee must procure and maintain at its own expense the following types and amounts of insurance for the term of the Agreement:

- (i) Commercial General and Umbrella Liability Insurance, which shall include liability arising from independent contractors and contractual liability, written on ISO occurrence form. The Permittee shall carry limits of insurance no less than the following:

Premises/Operations Coverage	\$ 500,000 Each Occurrence
Personal Injury & Advertising Injury	\$ 500,000 Each Occurrence
General Aggregate	\$1,000,000 Annually
Medical Payments	\$ 5,000

The Authority shall be an additional insured on the General Liability policy. The Permittee's insurance will be primary and include a waiver of subrogation, in favor of the Authority.

(ii) If the Permittee uses any motor vehicle on the airside portion of the Airport, Business Auto and Umbrella Liability shall be carried with a Bodily Injury & Property Damage Limit not less than \$5,000,000 each accident. Such coverage shall cover liability arising out of any vehicle (including owned, hired, and nonowned autos). The Authority shall be an additional insured on the Business Auto policy. A waiver of subrogation, in favor of the Authority, is required for this coverage.

(iii) Workers' compensation as required by Florida state law, and Employer's liability with limits of at least the following:

Per Employee	\$ 500,000 (Accident)
Per Employee	\$ 500,000 (Disease)
Policy Limit	\$ 500,000 (Disease)

A waiver of subrogation, in favor of the Authority, is required for this coverage.

(B) An original hand-signed certificate(s) evidencing the insurances specified above shall be sent to the Port Authority's Risk Management Department prior to the commencement of the term of this agreement. The certificates of insurance must be issued by a company or companies acceptable to the Authority. The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of a poor financial condition or other operational deficiencies. The Authority reserves the right to request and obtain certified copies of all required policies. Subsequent renewal certificates shall be delivered to the Authority at least fifteen (15) days prior to a

policy's expiration date except for any policy expiring on or after the expiration date of this Agreement.

Each certificate shall contain a valid provision or endorsement that the policy shall provide advance written notice to the Port Authority in the event that the policy is to be nonrenewed, canceled, or materially changed or altered. Such notice is to be sent to the Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913.

Failure of the Authority to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of Permittee's obligation to maintain such insurance. Permittee shall provide certified copies of any or all insurance policies required above within ten (10) days of the Authority's written request for said copies.

The Permittee's insurance will be primary and noncontributory.

9. SECURITY DEPOSIT. Permittee has provided the Authority a security deposit in the amount of three thousand dollars (\$3,000.00) in the form of cash, or a letter of credit in a format satisfactory to the Authority. The Authority may, with written notice to Permittee, adjust the required security deposit amount upward or downward based on Permittee's actual gross revenues and payment performance, and, if adjusted upward, such additional cash, or letter of credit in a format satisfactory to

Authority, will be posted by Permittee and retained by Authority as security for the faithful performance of Permittee's obligations hereunder.

Authority shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to Authority which has not been paid, including, but not limited to, reimbursement of any expenses incurred by Authority in curing any default of Permittee. In the event that all or any portion of the security deposit is so applied, Permittee shall promptly upon demand by Authority remit to Authority the amount of cash required to restore the security deposit to its original sum, and Permittee's failure to do so within five (5) days after its receipt of such demand shall constitute a default under this Permit. If said deposit shall not have been applied for any of the foregoing purposes, it shall be returned to Permittee, as soon after the end of the term of this Permit as it can be reasonably determined that all obligations for which Permittee may be liable have been paid.

10. PERMITTEE'S PROPERTY. Any and all property belonging to, or brought onto the Airport by, Permittee or its employees, guests, or invitees shall be at the sole risk of Permittee.

11. COMPLIANCE WITH LAWS; RULES AND REGULATIONS.

(A) Airport Rules and Regulations. Permittee will observe and comply with: (i) all rules and regulations of Authority which now exist, or may hereafter be promulgated from time to time; and (ii) all laws of Lee County, including but not limited to Lee

County Ordinance #94-09 ("Airport Rules and Regulations") as may be amended from time to time.

(B) Compliance with All Other Laws. Permittee will observe and comply with any and all federal, state, and local laws, statutes, ordinances, and regulations including but not limited to 40 CFR Part 122, Chapter 403 and Chapter 373, Part IV, Florida Statutes, Rule 62-621.100 *et seq.* (Fla. Admin. Code), and all other environmental laws.

(C) Compliance with Airport's Storm Water Permit. Permittee will observe and comply with, and agrees not to cause any violation of, the Authority's Storm Water Pollution Prevention Plan (SWPPP), Best Management Practices (BMPs), and the Authority's Multi-Sector Generic Permit issued by the Florida Department of Environmental Protection.

(D) Permittee to Obtain Own FDEP Permit if Necessary for Permittee's Activities. If Permittee is to perform any "industrial activity" (as defined by section "S" of 14 CFR Part 122), Permittee will, first, secure its own Multi-Sector Generic Permit from the Florida DEP.

12. INDEMNIFICATION. Permittee agrees to release, indemnify, and hold harmless, the Authority and Lee County (and their respective Commissioners, officers, agents, and employees) from any and all injury, loss, or damage, of any nature whatsoever (including reasonable attorneys' fees), to any person or property which arises in connection with the use of the Airport by Permittee or its contractors, subcontractors,

partners, joint venturers, concessionaires, licensees, or the like (whether caused by negligent acts of the Authority or Lee County, or their officers, agents, employees, or otherwise), and for any and all fines or penalties imposed by any governmental agency as a result of the failure of Permittee or its employees to abide by or comply with any statute, ordinance, rule, regulation, or other requirement.

13. WAIVER OF DAMAGE. Permittee hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency, or impairment of any of the services in or to the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage, or sewerage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility which may occur from time to time from any cause. Permittee hereby expressly releases Authority and Authority's members, officers, employees, and agents from any and all demands, claims, and causes of action arising from any of the aforesaid causes.

14. PERMIT NOT TRANSFERABLE. This Permit and any of the rights granted hereunder are not transferable by Permittee without the prior express written consent of the Authority in each instance.

15. **DEFAULT.** In addition to all other remedies provided herein or at law, Authority may terminate this permit by giving thirty (30) days written notice to Permittee should any of the following events occur:

- (a) Permittee fails to remit any payment due to Authority, within ten (10) days after the payment is due;
- (b) Permittee fails to submit any financial report required to be submitted to Authority, within ten (10) days after the report is due; or
- (c) Permittee or any of its employees, guests, or invitees violates any other term, covenant, or condition of this Permit.

Notwithstanding the above, if Permittee fails to keep evidence of current insurance, as required by Article 8 above, on file with the Authority, the Authority may terminate this agreement or suspend Permittee's privileges hereunder, in writing, with no advance notice required.

16. **COSTS AND ATTORNEYS' FEES.** In the event that the Authority elects to engage the services of an attorney to collect any sums due hereunder from Permittee or to enforce any provision of this Permit, Permittee agrees to reimburse Authority for all reasonable costs and expenses, including attorneys' fees.

17. **NOTICES.** Notice to Authority will be sufficient if sent by certified or registered mail, postage prepaid, or by a nationally recognized overnight delivery service, such as Federal Express or Airborne Express, to: Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to Permittee will be sufficient if sent in the same

manner, addressed to Permittee at the address set forth on page 1 above.

The parties may designate in writing different addresses for notice from time to time. Notice shall be deemed given when delivered (if sent by a delivery company such as Federal Express) or when postmarked (if sent by mail). Any notice permitted or required to be given to Permittee hereunder shall be in writing and mailed by registered or certified mail to Permittee at the address contained in paragraph 1 of this Permit or such other address as Permittee may direct from time to time.

18. INTEREST ON SUMS DUE AUTHORITY. Any sums payable by Permittee to Authority under any provision of this Permit which are not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the date the same became due and payable until paid.

19. AUTHORITY'S RESERVED RIGHTS.

(A) Authority reserves the right to further develop, improve, repair, and alter the Airport and all roadways, parking areas, terminal facilities, landing areas, and taxiways as it may reasonably see fit, free from any and all liability to Permittee for loss of business or damages of any nature whatsoever to Permittee occasioned during the making of such improvements, repairs, alterations, and additions.

(B) This Permit is subject and subordinate to the provisions of any existing or future agreement between Authority and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been or

will be required as a condition precedent to the granting of federal funds for the development of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil airports receiving federal funds and provided that Authority agrees to give Permittee written notice of any provision which will modify the terms of this Permit.

20. DOT NONDISCRIMINATION CLAUSE. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23, subpart F. Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR part 23, subpart F.

21. FAA REQUIREMENTS.

(A) Permittee shall comply with all applicable regulations of the Federal Aviation Administration and Transportation Security Administration relating to Airport security and shall control the Assigned Space so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

(B) Permittee expressly agrees, on behalf of itself and its successors and assigns, to prevent any activity which would interfere with or adversely affect the operation or maintenance of the airport, or which would otherwise constitute a hazard or nuisance at the Airport.

(C) In the event that the Federal Aviation Administration or its successor shall require any amendments, modifications, or changes in this Permit as a condition precedent to the granting of funds for the operation or improvement of the Airport, Permittee hereby consents to such amendments, modifications, or changes as may reasonably be required to obtain such funds.

(D) Lessee will furnish its services on a reasonable, and not unjustly discriminatory, basis to all users of the Airport, and will charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that Lessee will be allowed to make reasonable and nondiscriminatory discounts, rebates, or other types of price reductions to volume purchasers. Lessee will operate its business so as to not cause any violation of the grant assurances the Authority has made to the Federal government in consideration for Federal grant assistance.

22. GENERAL PROVISIONS.

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

(B) Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that the rights granted under this Permit are non-exclusive.

(C) Time is of the essence of this Permit.

(D) This Permit shall be deemed made and entered into in the State of Florida and will be governed by and construed in

accordance with the laws of Florida. In the event of a dispute between the parties, all actions or proceedings will be brought and litigated exclusively in the federal or state courts located in Lee County, Florida. If any covenant, condition, or provision contained herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition, or provision herein contained.

(E) No recourse under or upon any obligation, covenant, or agreement contained in this Permit, or any other agreement or document pertaining to the operations of Permittee hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Permit, shall be had against any member, officer, employee, or agent, as such, of Authority, either directly or through the Authority or otherwise, for any claim arising out of this Permit or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority.

(F) Permittee represents and warrants to Authority that, except as may be disclosed in an Addendum hereto, no member, officer, employee, or agent of Authority has any material interest, either directly or indirectly, in the business of Permittee to be conducted hereunder, and that no such person shall have any such interest at any time during the term hereof.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board accept loan of grant-funded mobile command tent from the Lee County Healthcare Coalition for Port Authority use during airport emergencies.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Recommend Board approve loan of the Lee County Healthcare Coalition's mobile command tent to LCPA.</p>	<p>5. CATEGORY: 5. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/20/2019</p> <p>7. BoPC MEETING DATE: 9/5/2019</p>
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<p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME <u>Gary Duncan</u></p> <p>DIV. <u>Aviation</u></p>
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10. BACKGROUND:

The Lee County Port Authority is a current member of the Lee County Healthcare Coalition. In April 2019, the Port Authority applied for and was awarded grant funding by the Lee County Healthcare Coalition to acquire a rapidly deployed, protective shelter to support on-scene emergency response by command staff performing command and control functions in all weather conditions. As a result of the grant application, the Zumro Command Tent plus accessories including portable air conditioning, inflation device and lighting apparatus was purchased by the Health Planning Council of Southwest Florida, Inc. for a cost of \$11,266.54. By agreement, the Zumro tent will be stored and maintained by the Port Authority.

The Zumro tent is recognized as a regional asset, which can be requested and deployed to partner agencies within the Lee County Health Care Coalition. The tent is comparable to tents already in use by the Lee Health Hospital System. When the tent is no longer serviceable, it will be returned to the Lee County Healthcare Coalition for surplus processing and/or disposal.

Attachments:
1. Lee County Healthcare Coalition Grant Documentation and Zumro Command Tent Specifications

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Gary E. Duncan</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

<p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (7-0) APPROVED as AMENDED DENIED OTHER</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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7/2/2019

Dear Lee County Port Authority,

Congratulations! The Lee County Healthcare Coalition, has approved funding of \$11,266.54 for your Zumro Command Tent.

Thank you for the care you took in filling out the funding request and we look forward to hearing any updates on the project in the future and its benefits to the community.

The Coalition's fiscal agent, The Health Planning Council (HPC) will be working directly with the vendor to provide payment.

If you have any question please feel free to reach out to us.

Sincerely,

Suncoast Disaster Healthcare Coalition

Lee County Healthcare Coalition

The mission of the Lee County Healthcare Coalition is to develop and promote the healthcare emergency preparedness and response capabilities of Lee County.

FUNDING APPLICATION REQUEST		
APPLICANT INFORMATION		
Project Title: Zumro Command Tent Acquisition		
Date: 4/5/19	Amount Requested: \$11,266.54	
Organization Name: Lee County Port Authority		
Current address: 16000 Terminal Access Rd, Suite 8671		
City: Ft Myers	State: FL	ZIP Code: 33913
CONTACT PERSON INFORMATION		
Name: Tracy Young or Lisa LeBlanc-Hutchings		
Address: 16000 Terminal Access Rd, Suite 8671		
City: Ft Myers	State: FL	ZIP Code: 33913
Phone: 239-590-4799 or 590-4852	Email: twyoung@fylcpa.com or ljleblanc-hutchings@fylcpa.com	
Title: ARFF Chief / Sr. Operations Manager		
WHICH IDENTIFIED GAP WILL THIS REQUEST HELP FULFILL? (CHECK ALL THAT APPLY)		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Communications	
<input checked="" type="checkbox"/> Shelter	<input checked="" type="checkbox"/> Life safety	
<input type="checkbox"/> Training		
PROJECT DESCRIPTION		
Please attach:		
<ul style="list-style-type: none"> • Project Description including: <ol style="list-style-type: none"> 1: How the project relates to the coalition's mission 2: How the project fills an existing gap 3: How the project benefits Region 6 and the community (how it will benefit the Coalition members and/or be shared among/ available to the other Coalition members) • Budget(s) and/or Quotation(s) • Letter(s) of support from community organizations or leaders (optional) 		

DATE APPLICATION WAS RECEIVED: _____

Lee County Healthcare Coalition

The mission of the Lee County Healthcare Coalition is to develop and promote the healthcare emergency preparedness and response capabilities of Lee County.

Eligibility Requirements to Request Funding

- Requesting agency must be a current member of Lee County Healthcare Coalition.
- Requesting agency must have a minimum of 50 % representation at coalition meetings in previous 12 months (2 of 4 meetings). New Coalition members must be active participants for at least six months before making a request.
- Request must demonstrate relevance to health & medical emergency preparedness.
- Request should demonstrate direct link to Lee County Healthcare Coalition goals/gap analysis.
- Projects that benefit the entire region may receive priority over projects with more limited benefits.
- Items will be part of the Coalition inventory, which will be updated regularly. Stickers, tags or other similar means of identifying the item as Coalition property must remain on the item at all times. The location of the item should be known at all times and Coalition staff can verify item's location and status at any time.
- Items can be recalled by the Coalition at any time in order to be shared with other agencies as part of the Coalition's Mission Ready Packages.
- Written requests must be submitted to Lee County Healthcare Coalition at least 1 week prior to the meeting at which the submission will be presented.

*All requests over \$5,000 must be accompanied by a completed Purchase Authorization Form and when possible, all other requests should have received bids/quotes from multiple vendors in order to follow state and federal procurement policies.

Please email completed application and required documents in PDF format to:
Brandi Newhouse at BrandiNewhouse@hpcswf.com

DATE APPLICATION WAS RECEIVED: _____

Lee County Healthcare Coalition

Funding Application Request – Project Information

Project Title: Zumro Command Tent Acquisition

Acquire a protective shelter to support on scene emergency response command staff with performing command and control functions in all weather conditions.

1. How the project relates to the coalition's mission

The mission of the Lee County Healthcare Coalition is to develop and promote the healthcare emergency preparedness and response capabilities of Lee County. The acquisition of the command shelter will support on scene command staff in order to enhance response, command & control capability at Southwest Florida International (RSW) Airport. The shelter will allow emergency response personnel to rapidly deploy a stationary on-scene command post so the execution of command functions are not degraded while waiting for the emergency management mobile command vehicle to arrive on site if it is available. Currently this vehicle's response time is 1 hour during normal business hours and 2 hours at all other times. This project will include training in support of shelter set up and operation.

2. How the project fills an existing gap

Nearly 9.4 million passengers annually travel through the Southwest Florida International Airport. As a result, the Lee County Port Authority (LCPA) Emergency Services responded to 1148 calls for service during the year 2018. A majority of the responses involved medical emergencies either on LCAP property or onboard inbound aircraft. These incidents can quickly escalate if an infectious or biological agent contributed to the medical emergency or an aircraft emergency resulted in a mass casualty event. Currently LCPA Emergency Services has limited command & control capability in the field, using on site SUV's with no weather protection. The incident management system is established by Aircraft Rescue & Firefighting or Airport Police command officers using the rear area of a sport utility vehicle (SUV). These vehicles have limited workspace and expose the command officer and staff to the tropical elements of Southwest Florida. If funding is approved, the Zumro Command Tent will provide for a fixed Incident Command Post with rapid deployment by command officers. The tent connects to the rear of the SUV providing for a full environmentally sound enclosure of the command officer and staff. The tent will also provide usable work space which will enhance command & control functions and shelter from the environment. These benefits combined will dramatically enhance command & control capability and mitigation actions required for any threat or mass casualty event occurring at the Southwest Florida International Airport.

3. How the project benefits Region 6 and the community

This project meets multiple capabilities within our community locally, regionally, statewide, and nationally. Not only are these tents compatible and comparable to the tents already in use by the Lee Health Hospital System, but they will build response capability at the SW Florida International Airport, an integral partner in the Florida Infectious Disease Transport Network.

Though the tents will be stored and maintained by Lee County Port Authority, this equipment will become a regional asset which can be requested by and deployed to any Southwest Florida Healthcare Coalition member in good standing.

Budget (See Quote Attached)

- ZUMRO C-100 Command Shelter System Equipment (To include inflation devices, A/C, lighting, ID Equipment, training and all items listed on attached proposal) **\$11,266.54**

Health Planning Council of Southwest Florida, Inc.
Purchase Authorization

Requestor Name: Lee County Port Auth. Coalition Name: SW Florida
Date Requested: 4/6/19 Date of Event (if applicable): _____

All information must be complete or the request will not be processed. Include ALL services for which reimbursement is being requested. Payments will be made directly to the vendor unless a reimbursement has been pre-authorized. If HPC will be paying up front a check request form will be needed for each vendor. Authorizations expire after 30 days. If the vendor is new, the vendor will be required to complete a W-9. All boxes should be completed before request is placed.

TO BE FILLED OUT BY PARTICIPANT			TO BE FILLED OUT BY HPC		
ITEM	VENDOR	\$ AMOUNT	SOURCE	PROGRAM	GL CODE
Zumro Command Tent +Accessories (see quote)	Hot Zone USA PO Box, 12008, Clearmont FL 34712	\$11,266.54			

Select One

We have attached bids (can be internet quotes or prices) and chose a source based on:

The product or services is unique and only available from a single source. We have determined that the cost is reasonable and commensurate with the value received. (please explain)

This product is compatible with other units already located within Lee County.

Signature: *A DeBlanc-Hubert* Date: 4/6/19



Hot Zone USA LLC

PO Box 120008
 Clermont, FL 34712
 352-241-4973 Fax-352-241-7959

Quote

Date	Quote #
3/25/2019	161385

Name / Address
Lee County Port Authority Fort Myers, FL 33913

Ship To
Lee County Port Authority Fort Myers, FL 33913

Rep
JEB

Item	Description	Qty	U/M	Rate	Total
9413	ZUMRO Model C-100 Command Shelter System Includes the following items: 1 ZUMRO Air Shelter Model C-100 Choice of Color: Yellow, White, Tan, Olive Drab **RED by special request** Removable Floor, Carrying Case and Maintenance Kit Vent Screens: front and back 2 Utility Ducts, drawstring closure, 12" dia: 1 per side, 2 total Exterior Base Beam Anchor Points and High Wind Tie-Downs Cross Beam Mounted Equipment Hanger Loops High Capacity Equipment Hanger Retainer Set @ 65" 2 Cross Beam Retainer Strap DOORS: 1x Rear Door: SUV Connector 1x Front Door: Roll-up ManDoor with Connector Door Zipper WINDOWS: 2 Left/Right, 2 Front, 1 Front Door (7 total) INSULATION: 1x Insulation panel Kit for Model C-100, radiant barrier, roof only INFLATION: 1x 110v Inflator/Deflator with hose Inflator - 12Volt DC EXHAUST: 1x Exhaust hose and clamp kit (up to 4" Dia x 8'	1		8,670.00	8,670.00T

Subtotal				
Sales Tax (0.00)				
Total				



Hot Zone USA LLC

PO Box 120008
 Clermont, FL 34712
 352-241-4973 Fax-352-241-7959

Quote

Date	Quote #
3/25/2019	161385

Name / Address
Lee County Port Authority Fort Myers, FL 33913

Ship To
Lee County Port Authority Fort Myers, FL 33913

Rep
JEB

Item	Description	Qty	U/M	Rate	Total
7400	long) ADDITIONAL INFLATION Air-Bottle Connector/50"	1		230.51	230.51T
7815	IDENTIFICATION Set of ID Panels (two Velcro panels: 2'x3' each)	1		123.38	123.38T
7832	Lettering for Panels	1		227.64	227.64T
5239	INTEGRATED LIGHTING LED Lighting System BASIC (on/off only) for Mdl C100 /Rehab 101	1		2,015.01	2,015.01T
				Subtotal	\$11,266.54
				Sales Tax (0.00)	\$0.00
				Total	\$11,266.54



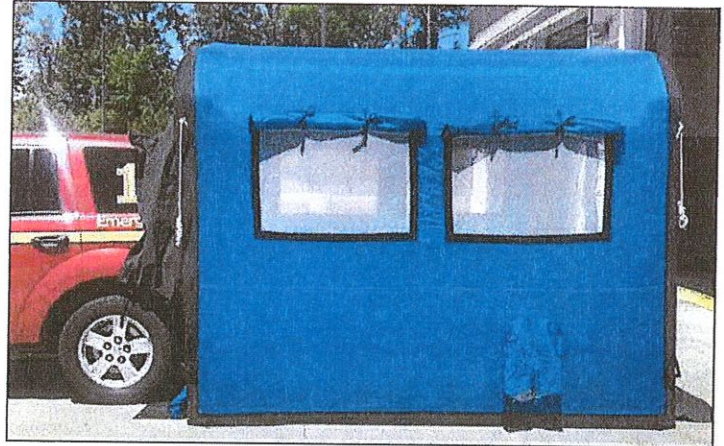
Shelter Model C100 Part # 7500

ZUMRO MODEL C100 AIR SHELTER, PART # 7500

includes the following:

- Choice of color
- SUV Connection
- Roll-Up Mandoor with Connector Door
- Windows with Covers
- Radiant Barrier Insulation
- Utility Ducts, Vent Screens, Removable Floor
- Ground anchor attachment points
- Standard 110v inflator/deflator and 12V DC inflator
- Exhaust Hose with Clamp
- Carry bag and Maintenance Kit
- Minimum personnel required to set-up tent - ONE (1)

ZUMRO SHELTERS ARE 100% MADE IN THE USA



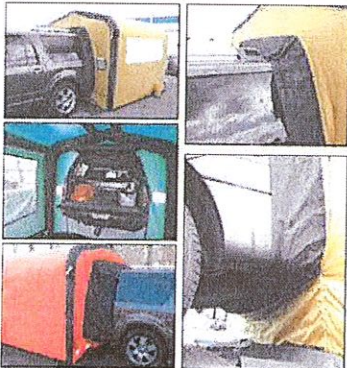
ZUMRO MODEL C100 AIR SHELTER FEATURES:

- Designed for Emergency Use
- Rapid Inflation
- Full Interoperability
- Easy to re-position after deployment
- Easy to set-up in any weather condition
- PRE-ASSEMBLED
- SUV Connection can be closed off for use as stand-alone shelter
- Shelter deploys in under 2 minutes
- Storage Dimensions: 24" x 24" x 30"

Versatile for Multiple Events and Situations:

Command, Community Events, Additional Field Workspace, etc.

Adjustable Neoprene connector sleeve accommodates full size SUV's. (Custom sleeves available.)



Full zipper-connect Interoperability with other ZUMRO Shelters.



ZUMRO Part # 7500—MODEL C100 STANDARD TENT SPECIFICATIONS

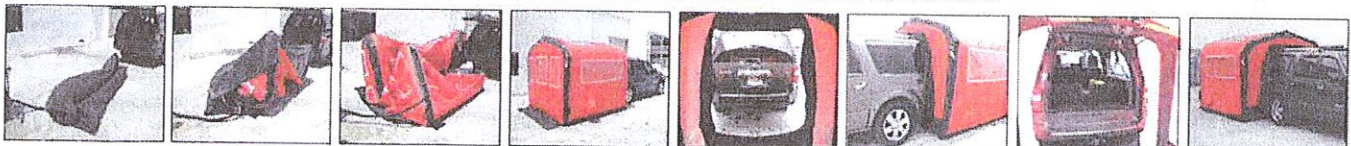
Length	10'
Width (internal) ^	10'
Width (external)	11' 4"
Height (internal)	8'
Floor Area	100 Sq.Ft
Weight	96 Lbs
Stored Size	24" x 24" x 30"
Anchor Points	8
Set-up Time / Blower	120 Seconds
Set-up Time / Airbottle	60-90 Seconds
Wind Resistance	60 Mph

Full Turn-Key Systems Customized to Your Requirements

Available accessories include:

- Pre-Installed LED Light Systems
- ID Panels
- Storage Carts
- Heating and Air Conditioning
- Electrical Distribution

Easy 1 Minute Deployment with 110V standard ZUMRO inflator or 5 Minutes with 12VDC inflator.



Air Shelters USA, LLC

Phone: (800) 932-6003 Web: airsheltersusa.com Email: info@airsheltersusa.com

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a three-year, 2019-2022, collective bargaining agreement between the Lee County Port Authority and the Southwest Florida Professional Fire Fighters & Paramedics, Local 1826, I.A.F.F., Inc.
2. **FUNDING SOURCE:** NA
3. **TERM:** Three (3) Years
4. **WHAT ACTION ACCOMPLISHES:** Approval of a three-year collective bargaining agreement with the Lee County Port Authority and the Southwest Florida Professional Fire Fighters & Paramedics, Local 1826.

5. **CATEGORY:** 6.
Consent Agenda

6. **ASMC MEETING DATE:** 8/20/2019

7. **BoPC MEETING DATE:** 9/5/2019

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**
(ALL REQUESTS)
NAME Gary Duncan

DIV. Aviation

10. BACKGROUND:

In March of 1992, the Southwest Florida Professional Fire Fighters & Paramedics, Local 1826, International Association of Fire Fighters (I.A.F.F.) Inc., was certified by Florida's Public Employee Relations Commission as the collective bargaining unit for the Lee County Port Authority's Aircraft Rescue Fire Fighters, Engineers and Technicians.

The current contract is due to expire on September 30, 2019. As such, Port Authority staff and representatives of Local 1826, I.A.F.F. began collective bargaining negotiations on April 12, 2019 in order to develop a new three-year contract. After conducting eight (8) negotiation sessions, the parties reached tentative agreement on all articles on July 11, 2019. Both parties have agreed to abide by the current contract terms until the new agreement is ratified by the Board.

The new contract retains a three-year term beginning October 1, 2019 and continuing through to September 30, 2022. Article-42 Term of Agreement stipulates that annually in February, Article-17 Pay Plan, will be opened and negotiated in conjunction with the Port Authority's annual budget process. In addition to Article-17, each side of the bargaining team may open one additional article, as desired.

For the three-year agreement attached, all forty-two (42) articles were opened for negotiations. Twenty-nine (29) articles were agreed to as "no-change" by both parties and thirteen (13) articles were amended. For fiscal year 2019-20, Article-17 provides for a 4.2% wage increase for all collective bargaining unit members proportional to the same percentage increase non bargaining members will be afforded pending Board approval, effective the first pay period in October

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Gary E. Duncan</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

APPROVED **X (7-0)**
APPROVED as AMENDED
DENIED
OTHER

13. PORT AUTHORITY ACTION:

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

2019.

In addition, administrative and procedural amendments were made in the articles addressing grievance procedure, vacation leave, hours of work/workday, uniforms and equipment, shift exchange, recognition awards, discharge and discipline, union business, promotion and training, occupational medicals, and stations and post.

On August 1, 2019, collective bargaining members voted to ratify the new contract as proposed by the Lee County Port Authority and the Southwest Florida Professional Fire Fighters & Paramedics, Local 1826, I.A.F.F., Inc. Procedurally, the contract is now presented to the Board for final acceptance and execution.

Attachment:

2019-2022 Agreement LCPA and Local 1826/I.A.F.F., Inc.

THE COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE LEE COUNTY PORT AUTHORITY
&
SOUTHWEST FLORIDA PROFESSIONAL FIRE FIGHTERS & PARAMEDICS
LOCAL 1826, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, INC.
2019 - 2022

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Article 1. PREAMBLE

Section 1.01

In accordance with Chapter 447, Part II of the Florida Statutes, this agreement is entered into by and between Lee County Port Authority (hereinafter, the AUTHORITY) and the Southwest Florida Professional Fire Fighters and Paramedics, Local 1826, International Association of Fire Fighters, Inc. (hereinafter, the UNION).

Section 1.02

It is the intended purpose of this Agreement to achieve and maintain harmonious relations while giving a clear understanding of what has been agreed between the AUTHORITY and the UNION. It is contemplated that this Agreement will serve the public interest by maximizing the efficiency and productivity of employees while providing fair treatment and compensation, and provide a procedure for the resolution of claims if either party has violated this agreement.

Article 2. RECOGNITION

Section 2.01

The AUTHORITY hereby recognizes the UNION as the exclusive bargaining agent for all included employees of the AUTHORITY Aircraft Rescue and Fire Fighting Department as certified by the Florida Public Employees Relations Commission in Case No.RC-91-075, Cert. #979, March, 1992, as amended by Order Number 01E-066, March 9, 2001.

The appropriate bargaining unit is comprised as follows:

INCLUDED:

- Aircraft Rescue and Fire Fighting Technician
- Engineer
- Firefighter
- Firefighter Trainee

EXCLUDED:

- Fire Chief, Aircraft Rescue and Fire Fighting
- Battalion Chief, Aircraft Rescue and Fire Fighting
- Captain, Aircraft Rescue and Fire Fighting
- Fire Safety Inspector
- Training Officer
- Administrative Coordinator
- All other employees of the Lee County Port Authority

Article 3. STRIKE PROHIBITION AND WORK REQUIREMENTS

Section 3.01

The UNION and bargaining unit members do not assert and will not assert or advocate any right to engage in any work stoppage, slow down or strike, or to withhold services or otherwise hinder the AUTHORITY's operations. Each employee shall comply with this Article and the strike prohibition of Section 447.505, Florida Statutes and the Constitution of the State of Florida, Article 1, Section 6.

Section 3.02

The AUTHORITY shall discipline any and all employees who violate any provision of the law prohibiting strikes or this Article, up to and including discharge.

Section 3.03

In justice and fairness to the AUTHORITY and persons which are served, all employees shall report to work on time, not leave early unless authorized, be prompt in reporting to their assigned duties, and faithfully perform their duties.

Article 4. MANAGEMENT RIGHTS

Section 4.01

The union recognizes that it is the function of the AUTHORITY to determine and direct the policies, mode, and method of providing its services, without any interference in the management and conduct of the AUTHORITY business on the part of the UNION or any of its representatives.

Section 4.02

The AUTHORITY shall continue to exercise the right to take any action it deems necessary or appropriate in the management of its operations and the direction of its work force. It is the right of the AUTHORITY to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the AUTHORITY to direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. The AUTHORITY has the right to discipline, temporarily lay off, or discharge employees for just cause; also to assign work and determine duties and performance standards of employees; to determine, establish and/or revise the method, processes and means of providing departmental services; to schedule hours of work; to determine the number of personnel assigned duty at any time and to perform all other functions not otherwise expressly limited to this agreement. The exercise of the described management functions by the AUTHORITY shall not be contrary to the express provisions of the collective bargaining agreement.

Section 4.03

Without limiting the provisions of section 4.02, but in order to clarify some of the more important unilateral rights retained by management, the AUTHORITY shall have the following unilateral rights:

- (a) To determine the size and composition of the workforce, including the number or composition of employees assigned to any particular operation, shift or turn.
- (b) To determine the number and type of equipment, vehicles, materials, and supplies to be used, operated, or distributed.
- (c) To hire, promote, layoff and recall laid off employees.
- (d) To reprimand, discharge or otherwise discipline an employee for just cause.
- (e) To maintain and improve the efficiency of employees.
- (f) To determine job content and essential qualifications for job classifications, and the amount and type of work.
- (g) To engage in experimental projects.
- (h) To determine need and require employees to work overtime.

- (i) To discontinue and/or expand any of its ARFF department operations, and to transfer or assign all or any part of its operation or any part thereto to new facilities.
- (j) To determine and monitor standards of fitness of employees to perform essential job duties.
- (k) To determine services to be performed by employees, discontinue or otherwise dispose or transfer any or all work operations or services, or part thereof.
- (l) To make time studies of workloads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies.
- (m) To control and regulate or discontinue the use of equipment, vehicles and other property or services used, owned, possessed or leased by the Authority.
- (n) To maintain, enforce, rescind or change Port Authority or ARFF department policies, procedures, rules of conduct, orders, practices, directives and other operational procedures, policies and guides not inconsistent with this agreement, including the right to alter or vary existing or past practices as the Authority may determine to be necessary for orderly and efficient operations, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this agreement.
- (o) To determine the qualifications for and select its supervisory, clerical, professional, part-time and management, and other non-bargaining staff.
- (p) To determine the work to be performed during the employees' regular work day or shift and require that all work be performed in a safe, satisfactory, and workmanlike manner.

Section 4.04

The AUTHORITY's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its right to exercise such function or right, nor preclude the AUTHORITY from exercising the same in some other way not in conflict with the express provisions of this agreement.

Section 4.05

There shall be complete regard for the rights, responsibilities and prerogatives of AUTHORITY management under this agreement. This agreement shall be so construed that there shall be no diminution or interference with such rights, responsibilities and prerogatives, except as expressly modified or limited by this agreement.

Section 4.06

The Board of Port Commissioners, subject to state law, has the sole authority to determine the purpose and mission of the AUTHORITY and the amount and allocation of the budget.

Section 4.07

If, in the discretion of the AUTHORITY, it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, air carrier incident, hurricanes, other weather conditions, or similar catastrophes, the provisions of this agreement may be suspended during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 4.08

Delivery of the AUTHORITY'S services in the most efficient, effective and courteous manner is of paramount importance. Accordingly, the UNION agrees that it will instruct its members to work diligently in order that the services performed meet the standards set by the AUTHORITY.

Section 4.09

Nothing contained in Article 4 or 8 shall waive the UNION's rights to negotiate and or impact bargain over the effects of a decision by the AUTHORITY on wages, hours, and terms and conditions of employment, as required in Chapter 447, Part II, Florida Statutes. The request to bargain under this section must be made within thirty (30) calendar days of the date the UNION became aware of a proposed change that is subject to impact bargaining. Nothing contained in Article 4 or 8 shall give the AUTHORITY more control or power over bargaining unit members than Florida Statutes 447.209 specifies.

Article 5. NON-DISCRIMINATION

Section 5.01

Neither the AUTHORITY nor the UNION shall discriminate against any employee covered by this Agreement because of union membership or non-membership.

Section 5.02

The AUTHORITY shall not discriminate between bargaining unit employees and non-bargaining unit employees in areas of discipline, subject to the provisions of Article 28 of this agreement.

Section 5.03

Employees' rights as provided by local, state and/or federal law are hereby preserved; provided that allegations of discrimination based on race, sex, religious belief, national origin, ancestry, disability, age, color, or membership in any other category of protected persons will be resolved in the appropriate court or administrative agency and not under Article 9, the grievance and arbitration procedure.

Article 6. DUES CHECK-OFF

Section 6.01

The AUTHORITY shall deduct from the pay of all UNION members who authorize such deduction, the monthly dues payable to the UNION. The AUTHORITY reserves the right to bill the UNION for the reasonable cost of dues deduction if the AUTHORITY is billed for these services.

Section 6.02

Payroll deduction shall be accomplished on the first and second pay period of each month.

Section 6.03

Employees desiring the dues deduction shall authorize it by completing the appropriate form included in Article 7.

Section 6.04

The UNION agrees to indemnify, and hold harmless, the AUTHORITY from and against any liability, real or asserted of any kind or nature whatsoever, to any person or party, on account of the AUTHORITY'S compliance with this article. The AUTHORITY has no obligation to inform employees of the amount of union dues or change of such dues.

Section 6.05

It shall be the UNION'S obligation to keep the AUTHORITY at all times informed, by certification of the Secretary/Treasurer of the UNION, of the amount of the uniform dues. Dues will only be deducted as the employee complies with section 6.01 of this Article.

Section 6.06

The AUTHORITY'S monthly transmission of dues money to the UNION will be accompanied by a list of names of employees affected, and the amount transmitted with regard to each.

Section 6.07

The AUTHORITY will not deduct or transmit to the UNION at any time any monies representing fines, fees, penalties, or special assessments.

Section 6.08

The obligation to commence making dues deductions on an account of any particular employee shall become effective with respect to the calendar month following the month in which the AUTHORITY receives the dues authorization, if prior to the 20th of the month.

Section 6.09

Any employee may withdraw from membership in the UNION at any time upon written notice to the AUTHORITY and the UNION. Upon receipt of such notification, the AUTHORITY shall terminate the dues deduction as soon as practical.

Section 6.10

The AUTHORITY shall provide access to the computer database for the UNION to retrieve current addresses and phone numbers for bargaining unit members. Each UNION member shall agree to authorize this with the dues deduction form on Article 7.

Article 7. PAYROLL DEDUCTION

LEE COUNTY PORT AUTHORITY AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby authorize the Lee County Port Authority, or it's agent, to deduct from my earnings, the regular monthly dues (uniform in dollar amount), in the amount certified by the Treasurer of Local 1826/I.A.F.F., Inc., and further authorize the remittance of such amount(s) to said Local UNION in accordance with the currently effective Agreement between the AUTHORITY and said UNION. This authorization is revocable by a notice in writing to the AUTHORITY. I also request the AUTHORITY to disclose any changes to my address or phone number to the UNION if requested.

This certified monthly dues, payable at my request to Local 1826 will be evenly divided and deducted from the first and second paychecks of each month.

I hereby waive all rights and claims for said moneys so deducted and transmitted in accordance with this authorization and, further and separately, relieve the AUTHORITY and any agent of the AUTHORITY from liability therefore.

Name: _____ Date: _____

Social Security #: _____

Signature: _____

=====
AUTHORIZATION TO STOP PAYROLL DEDUCTION

I hereby authorize the AUTHORITY to stop deducting the sum that was designated and made current by the Treasurer of Local 1826/IAFF, Inc., from my wages. Also, stop forwarding any address or phone number changes to the UNION office.

Name: _____ Date: _____

Social Security #: _____

Signature: _____

Article 8. RULES AND REGULATIONS

Section 8.01

All rules, regulations, General Orders (GO), Standard Operation Procedures (SOP), Operations Instructions, or regulations, affecting the ARFF Department or its employees in place on the effective date of this Agreement shall remain in full force, if not specifically in conflict with any Article or Section of this Agreement. The ability to change, modify or delete rules, policy or procedures rests with the AUTHORITY so long as it does not affect wages, terms and/or conditions of employment. Items affecting wages, terms and/or conditions of employment will be negotiated and/or impact bargained, if not in conflict with any part of the agreement.

Section 8.02

A copy of any new rules, regulations, ARFF Department Standard Operating Procedures or changes in existing ones, and memos implementing revisions to the above shall be submitted to the UNION's District Vice President (DVP) for review prior to the implementation date. The review by the DVP is solely to determine if negotiations are needed on new or revised rules, regulations, Department SOP's, or memos impacting terms and conditions of employment. A copy shall then be made available for employees at Stations 91 and 92 for review/reference.

Section 8.03

A copy of Job Descriptions, General Orders (GO) and Standard Operating Procedures (SOP) will be available at Stations 91 and 92 for employees to access and review.

Section 8.04

For purposes of this Article, an electronic document is considered a "copy".

Article 9. GRIEVANCE PROCEDURE

Section 9.01

In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from any alleged violation of this Agreement.

Section 9.02

Definitions: for the purpose of this Agreement, a grievance is defined as an alleged violation of a specific written provision of this agreement, which involves the meaning, interpretation, or application of this agreement. The grievant is either the individual directly affected by the alleged violation of this agreement, or the District Vice President or his designee, as indicated in writing. A business day is Monday through Friday, excluding Port Authority designated Holidays.

Section 9.03

Nothing in this Agreement shall be construed to prevent any employee from presenting his/her own grievance, in person or by legal counsel, to the AUTHORITY and having such grievances adjusted without the intervention of the bargaining agent; provided the adjustment is not inconsistent with the terms of this Agreement and if the UNION has been given reasonable opportunity to be present at any meeting called. Notice for the UNION to be present shall be accomplished by the employee notifying the UNION if representation is desired.

Section 9.04

- (a) Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with, and can only be extended by mutual agreement of the parties in writing.
- (b) The UNION will not be required to process grievances for employees who are not members of the UNION, but will be given the opportunity to be present at any meeting where the grievance may be settled. The AUTHORITY will notify the UNION of any meetings where grievances may be settled.

Section 9.05

All grievances as outlined above must be in writing using the form in section 9.13 and must contain the following information:

- (a) Specific Article(s) and Section(s) of the Agreement alleged to have been violated;
- (b) A full statement of the grievance, giving facts, dates and times of events, and specific violation with the remedy or adjustment desired;
- (c) Signature of Union DVP or aggrieved employee and date signed.

Section 9.06

Grievances shall be processed in accordance with the following procedures. If the resolution sought by the grievant is not attained, or a mutual agreement (in writing) is not reached, the AUTHORITY will be responsible for submitting the grievance to Step 3. The UNION will be responsible for deciding to send the grievance to arbitration.

- (a) STEP 1: The grievant shall have seven (7) business days in which to informally resolve the possible violation of the Agreement. The grievant shall first verbally discuss the issue with the supervisor in question. If the outcome is not satisfactory, the grievant should proceed up the chain of command in an effort to informally rectify the discrepancy. If the grievant is unable to attain a satisfactory outcome or the seven (7) business days is nearing its expiration date, the grievant shall proceed to Step 2 if he/she desires to formally place the grievance in writing.
- (b) STEP 2: The grievant shall present in writing his/her grievance to the supervisor who caused the grievance or shift supervisor, if being grieved by the UNION, within fourteen (14) business days of the alleged violation and/or the time the grievant gained knowledge of the alleged violation of the Agreement. The supervisor, within fourteen (14) business days of being presented the grievance, shall respond back in writing to the grievant.

The supervisor may or may not request a meeting between the grievant and him/herself. If such meeting takes place, it shall be conducted, if possible, while the grievant is on-duty and at a mutually agreeable time with the DVP, if a UNION representative is being requested. If the grievant's resolution is not met and the grievant has not stated such in writing, the grievance is automatically forwarded to the Fire Chief by the supervisor.

- (c) STEP 3: The Fire Chief or his designee shall investigate the alleged grievance and shall, within twelve (12) business days of the receipt of the written grievance from Step 2, conduct a meeting with his representative, the grievant, and his/her representative, as needed. All parties will mutually agree to the meeting date. The Fire Chief or his designee shall notify the aggrieved employee of the decision factually stating why the grievance was upheld or denied no later than twelve (12) business days following the meeting date.

If a grievance, as defined in this Article, has not been satisfactorily resolved with the grievance procedures, the UNION shall notify the Fire Chief's Office in writing no later than ten (10) business days after the response is received from Step 3 of the Grievance Procedure.

Section 9.07

The parties affected shall request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Arbitrators shall be selected from such panel by alternately striking names from this list (the grievant shall strike first) until the last name is reached. The striking of names will take no longer than ten (10) business days from receipt of said panel.

Section 9.08

Limitations on the powers of Arbitrator are as follows:

- (a) The Arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.
- (b) The Arbitrator shall have no power to establish wage scales, rates for new jobs, or, except if he is specifically empowered, to change any wage.
- (c) The Arbitrator shall have only the power to rule on grievances arising under this Agreement, as defined under Article 9 section 9.02.

Section 9.09

There shall be no appeal from the Arbitrator's decision; it shall be final and binding on the UNION and on all bargaining unit employees and on the AUTHORITY, provided, however, that the Arbitrator's decision is not outside or beyond the scope of the Arbitrator's jurisdiction or violates the Florida Arbitration Code.

In the event that either party claims a dispute is Non-Arbitral, the Arbitrator will rule on that issue prior to ruling on the merits of the grievance.

Section 9.10

The cost of an Arbitrator and court reporting shall be borne by the losing party. Each side desiring a transcript will pay for it. Expenses for witnesses shall be borne by the party calling them.

Section 9.11

Previous decisions by the UNION to abstain from the filing of a grievance on any issue discussed in the collective bargaining agreement is not an admission of agreement with the AUTHORITY's decision and shall not be cited as past practice. Furthermore, the AUTHORITY's actions shall not be held as past practice if they grant leniency on any article for a period of time and then revert back to the specific language in the Agreement.

Section 9.12

Article 1 shall not be allowed to be cited in a grievance on its merits alone.

Section 9.13

Grievance Procedure
Information Sheet

I, _____
(Last Name) (First Name) (Rank)

submit the following grievance which took place on _____

at _____ against _____
(Location) (Name)

Statement of Grievance: _____

Date, Details and Facts upon which grievance is based: _____

Article: _____ Section: _____ of the Collective Bargaining Agreement alleged to have been violated.

Remedy or solution requested: _____

(Signature of Employee or DVP)

(Date)

Step 1) Discussion of grievance with shift supervisor

Resolved Unresolved Date: _____

Advanced to step 2: Date: _____

Step 2) Written grievance to Shift Supervisor

Resolved Unresolved Date: _____

Advanced to step 3: Date: _____

Step 3) Meeting with the Fire Chief

Resolved Unresolved Date: _____

Response to grievance by the Fire Chief _____

Step 4) Grievance to Arbitration

Submit request to Federal Mediation and Conciliation Services for the selection of a panel of five (5) arbitrators

Date: _____

Article 10. LAYOFF

Section 10.01

LAYOFF - Any bargaining unit employee may be laid off when it becomes necessary by reason of, but not limited to: lack of work, shortage of funds or for other legitimate reasons consistent with Article 4.

Section 10.02

In the event the AUTHORITY announces a reduction in force, temporary and newly hired probationary employees shall be the first laid off. If further reductions are necessary, non-probationary employees, and employees who are on promotional or transfer-probation shall be laid off.

Section 10.03

The order of such lay-offs shall be based on seniority by hire date, the last hired will be the first laid off. However, if the AUTHORITY determines there are valid grounds based on job performance and/or a demonstrable difference in ability or qualifications, the AUTHORITY may depart from the principle of seniority in the implementation of layoffs.

In any grievance arising out of the application of this provision, the AUTHORITY shall bear the burden of showing that a demonstrable difference exists to warrant departure from the principle of seniority.

Laid off regular employees will receive full payment for all accrued vacation time (annual leave) at the employee's current rate of pay. Regular employees with less than six (6) years of continuous service with the Port Authority who are laid off shall receive payment for thirty-seven and one-half percent (37.5) of accrued sick leave. Regular employees with more than six (6) years of continuous service with the Port Authority who are laid off shall receive payment for fifty percent (50%) of accrued sick leave.

Section 10.04

RECALL – A recall list shall be maintained for twenty-four (24) months for each reduction in force. Laid off employees shall be recalled to the classification from which they were laid off in the reverse order in which they were laid off, provided that they have not been terminated under the following provisions: The employment relationship shall be broken and terminated if the employee is laid off in excess of twenty-four (24) months, or the employee fails to return to work within five (5) calendar days after having been recalled in writing by notice sent certified mail with return receipt requested, addressed to the last known address on file received from the laid off employee.

Section 10.05

For purposes of vacation and sick leave accrual rate only, recalled employees shall retain credit and seniority for prior service. Laid off employees who are "rehired" within three (3) months of the

effective date of layoff to regular AUTHORITY positions other than the classification in which they were assigned at the time of layoff, shall retain credit for prior service for purposes of vacation and sick leave accrual rates only. Vacation and sick leave benefits shall be paid at the time of layoff as indicated in Section 10.03. Laid off employees shall not accrue vacation or sick leave benefits during the period of their layoff.

An employee who leaves employment with the AUTHORITY and returns later, shall be seen as starting new employment utilizing the new hire date for the purpose of determining seniority. Vacation accrual rates are addressed in the Vacation Article.

Section 10.06

A Veteran's preference will apply in all lay-offs and recalls. The preference will be as follows: For each full year of active military service the employee will receive one (1) month credit toward the calculation of seniority.

Section 10.07

Veteran's preference will be given to those individuals who qualify for preference under Florida Statute 295.

Section 10.08

Dates for Campaigns and Expeditions of the Armed Forces since WWII which qualify for Veteran's preference are listed by the Florida Department of Veterans Affairs under Veterans Preference Technical Bulletin 2.

Section 10.09

The employee must submit a request for Veteran's preference. DD Form 214, Certificate of Discharge or Separation from Active Duty, or other official documents (to include military discharge papers, or equivalent certification from the VA listing military status, dates of service, and discharge type) issued by the branch of service are required as verification of eligibility.

Section 10.10

The request must include how the Veteran's preference requested credit was calculated.

Article 11. LEAVE OF ABSENCE WITHOUT PAY

Section 11.01

Upon written request from an employee, and recommendation from the Department Director, the Executive Director of the Port Authority may grant a leave of absence, without pay, where good cause is shown, for a period not to exceed thirty (30) days, provided such leave is not detrimental to the operations of the AUTHORITY. The leave may be extended or renewed for additional periods of thirty (30) days for reasons which, in the opinion of the Executive Director, are satisfactory.

Section 11.02

Such leaves are intended to be granted only for temporary disability, health, education, military service, or extenuating and extraordinary personal reasons. Where an employee requests a leave of absence without pay for a period of time not to exceed five (5) working days as a result of illness, such leave may be approved by the Department Director, provided the employee has exhausted his/her accrued sick leave and vacation leave.

Section 11.03

Other than retaining the original date of hire, no benefits, including sick and annual leave accrual, will accumulate during unpaid leaves of absence.

Section 11.04

If leave without pay is granted, an employee's insurance benefits will be continued only if the employee remits to the Port Authority the total premium amount which includes both the employee's and the Port Authority's share.

Section 11.05

Pregnancy, childbirth or related medical conditions will be treated the same as temporary disabilities caused or contributed to by other medical conditions, as stated in Article 11, Section 11.02.

Section 11.06

Employees reporting to work late by three (3) hours or less may be required to take a leave of absence without pay for the time missed. The leave of absence without pay will be rounded up to the quarter hour. Employees reporting to work late by greater than three (3) hours or not reporting to work will be considered absent without leave.

Section 11.07

Employees not ready for work will be considered late for work and receive NO PAY per Article 11.06 until 100% ready for work. Employees shall have a proper ARFF uniform on, proper ID, meet the grooming standards and have their protective equipment ready for response as defined by the AUTHORITY. Employees who forget their ID but inform their shift supervisor before the shift

begins, shall not lose pay. The shift supervisor shall provide a landside escort so the employee can obtain a temporary ID before the start of a shift. An employee that does not have his/her proper ID at the start of the shift and fails to notify his/her shift supervisor shall be subject to the no pay provision described in Article 11.06.

Section 11.08

Anytime an employee is absent without approved leave or has an unauthorized absence, the absence will be treated as time off without pay and is subject to the appropriate section(s) of this Agreement and subject to disciplinary action.

Section 11.09

Employees absent without approved leave or who have unauthorized absences for five (5) shifts or more will be considered in abandonment of their position. During the five (5) shift absence the Union and Fire Chief will discuss actions taken to contact the employee in an attempt to determine the reason for the absence. At the conclusion of the five (5) shift absence and after the AUTHORITY has been unsuccessful in contacting the employee, the AUTHORITY will send a certified letter, to the employee's last known address, advising that he/she has five (5) calendar days to contact the Fire Chief or his/her employment with the AUTHORITY will be terminated.

Article 12. SICK LEAVE

Section 12.01

Sick Leave - Employees in the bargaining unit shall accrue 5.6 hours of sick leave per pay period.

Section 12.02

Probationary Employee - Any probationary bargaining unit employee may use any sick leave that accrues during their probationary period.

Section 12.03

Payment in Lieu of Sick Leave - Upon resignation or state defined retirement, after an employee has six (6) credited years of service with the AUTHORITY and is vested with six (6) years of service in the Florida Retirement System, an employee will be entitled to be paid for 50% of his or her accrued sick leave at their current rate of pay. Upon resignation or retirement, employees who have not completed six (6) years of service with the AUTHORITY, will be paid for 37.5% of his/her accrued sick leave. Such accrued time for a deceased employee (as credited above) shall be paid to the employee's designated beneficiary regardless of time with the AUTHORITY. Upon resignation or retirement, employees who have not completed one (1) year of service with the AUTHORITY, will not be paid for his/her accrued sick leave.

Approved Uses of Sick Leave - Paid sick leave shall not be taken prior to the time of its accrual. Sick leave may be utilized for any of the following: 1) Employee sickness; 2) To provide care for an employee's immediate family living with or without the employee; 3) Medical appointments for the employee or an immediate family member; 4) Quarantine by health authorities or a physician for the employee or his/her immediate family; 5) To visit an employee's immediate family while having same day surgery, out-patient treatment, or hospital stays; 6) To assist an employee's immediate family, in rehabilitation from any medical treatment or hospital stay; or 7) Other illness or injuries not restricted by this agreement at the discretion of the Fire Chief. Employees using sick leave must give his/her supervisor the estimated time he/she will miss work. Sick leave must be used at a minimum of 15-minute intervals.

Immediate Family - For purposes of this Article, Immediate Family shall mean: husband, wife, father, mother, brother, sister, son, daughter, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster child, financial dependent, guardian, grandmother-in-law, or grandfather-in-law.

Section 12.04

Notification of Absence - Notification of absence due to illness or injury shall be given to the supervisor on duty at ARFF Station 92, as early as possible. However, all employees must provide at least one (1) hour advance notice of their inability to report for duty (calls should be minimized between the hours of 2200 - 0530 hrs.). Failure to provide minimum one (1) hour notification shall result in one (1) hour no-pay for each quarter hour increment. Failure to provide notification within

one hour after scheduled arrival time shall result in no-pay for all time off and subject the employee to disciplinary action. Employees requesting to utilize sick leave after arriving at work more than twice per fiscal year shall be required to submit a proof of illness/injury certificate, paid receipt, or receipt for prescription medication. One hour notification shall not apply to employees' already on duty or on site and waiting to start their duty shift.

Failure to provide any notification will fall under Leave of Absence Without Pay article.

Section 12.05

Abuse of Sick Leave - Abuse of sick leave benefits may be grounds for immediate disciplinary action including but not limited to dismissal. Examples of Abuse of Sick Leave include a pattern of calling in sick on pre-scheduled overtime; excessive use of sick leave without a proof of illness slip; and/or a pattern of usage before vacation, Station 91 assignments, weekends, trade time, etc.

Section 12.06

Excused and Unexcused Sick Leave Requirements - Fifty-six (56) hour per week employees shall be granted five (5) total (see exception in Abuse of Sick Leave) unexcused instances of sick leave per fiscal year. After an employee has been granted the total number of unexcused sick leave, the employee must present a medical certificate/receipt, obtained at the employee's expense, on their first shift back to work for all other sick leave occurrences. An unexcused absence shall be defined as a return to work from sickness or injury without presenting a Doctor's certificate, or paid receipt, or receipt for medication obtained at the employee's expense. A Doctor's certificate/receipt shall also be required of any employee returning to work after the use of three (3) or more consecutive shifts of sick leave. The notice of return to work form is required for all employees missing three (3) or more consecutive shifts of sick leave for an injury. The employee will not be allowed to work until his/her supervisor approves the form. If the employee fails to present a medical certificate/receipt on their first shift back to work, the employee will forfeit his/her pay for the day(s) lost and said day(s) will not be charged against the employee's accrued sick time. The doctor's certificate, paid receipt, or receipt for prescription medication must be turned in within 12 hours from reporting back to duty. A fax copy will be accepted.

The receipt for prescription medication must be clearly dated between the date the employee last worked and the date he or she returned to work.

Section 12.07

When Accumulated Sick Leave is Expended - When an employee's term of illness exceeds his/her accumulated sick leave, he/she may use his/her accumulated vacation time, rather than applying for leave without pay. All accrued sick leave hours and vacation hours must be expended before applying for leave without pay.

Section 12.08

Sick Leave Conversion - As an incentive to reduce or minimize sick leave usage that may result in costs to the AUTHORITY for providing overtime coverage, the conversion of sick leave pursuant to this Agreement will be effectuated during the month of January for the prior payroll year. This plan is optional for the employee. All requests for conversion, under this policy, must be made by the employee, in writing, to the Fire Chief during the month of January. The Authority will be responsible for notifying employees how much time they can convert and for providing the forms for converting hours. Any time accrued prior to the last check date of the year is eligible for sick leave conversion. This is limited only by the accrued limits on annual leave set forth within this Agreement.

The conversion for 56-Hour Workweek is as follows:

<u>Hours Used</u>	<u>Hours Converted</u>
0 hrs.	96 hours
1 - 24 hrs.	80 hours
25 - 48 hrs.	72 hours
49 - 72 hrs.	60 hours
73 - 96 hrs.	36 hours
Over 96 hrs.	0 hours

Article 13. BEREAVEMENT LEAVE

Section 13.01

Bereavement - Fifty-six (56) hour employees shall be granted, upon request, up to fifty-six (56) hours upon the death of an immediate family member.

Section 13.02

Immediate family shall mean: husband, wife, father, mother, brother, sister, son, daughter, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster child, financial dependent, guardian, grandmother-in-law, or grandfather-in-law.

Section 13.03

Such requests should be approved prior to the leave by the Fire Chief or his/her designee. but may be approved by the shift commander on duty. A Leave Request Form must be submitted prior to the leave or immediately upon return to duty.

Section 13.04 .

In instances where the employee must travel more than three hundred (300) miles one way from his/her residence, he/she shall be granted up to seventy-two (72) hours of bereavement leave.

Section 13.05

An employee may be allowed to utilize sick leave if he/she needs the balance of the 3rd shift under such circumstances. In this case the employee must notify the Authority no later than 1-hour prior to the schedule return to duty time. Early notice is encouraged.

Article 14. LEAVE FOR CIVIC DUTIES

Section 14.01

JURY DUTY - When a regular employee is required to serve on jury duty, the employee shall be relieved of responsibility for his/her regular work shift for the time served including travel time, and will be paid the regular rate of pay for those work hours while on jury duty. All employees required to serve on jury duty shall report to their supervisor that they have been notified for that purpose within twenty-four (24) hours of receiving such notice, but in no event, later than the end of their next assigned shift. A copy of the official notice shall be submitted to the immediate supervisor. When an employee is released or is excused from jury duty, the employee shall return to duty, per their schedule for work. Payments received by the employee for jury duty, except for meals, travel and lodging expenses, shall be endorsed to the Port Authority.

Section 14.02

WITNESS DUTY - Any employee who during his/her normal work shift attends any legal proceedings related to his/her job with the Port Authority, or the employee is under proper subpoena, shall be paid as if engaged in the employee's normal work. All employees who are required to serve on witness duty shall report to their supervisor that they have been notified for that purpose within twenty-four (24) hours of receiving such notice, but in no event, later than the end of the next assigned shift. A copy of the official notice shall be provided to the immediate supervisor. Payments received by the employee for witness duty, except for meals, travel and lodging expenses, shall be endorsed to the Port Authority. Employees subpoenaed for issues not related to their work with the Port Authority will be allowed to utilize vacation time to fulfill the legal obligations of the subpoena during normal work shifts.

Section 14.03

TIME OFF TO VOTE - Employees who request time off to vote on all designated Federal, State, or Local election days, must make such request on a leave request form for approval, forty-eight hours before the polls open. The AUTHORITY shall allow (1) hour off with pay from 0700 to 0800 hrs. Up to two (2) hours additional vacation leave may be used by each employee whose shift conflicts with polling hours. The AUTHORITY will schedule overtime from the off going shift, as needed, to allow all personnel with schedule conflicts to vote prior to reporting to work for their shifts.

Employees coming in on unscheduled overtime must inform the Duty Officer that he/she will need to come in later for the overtime to allow for voting.

Section 14.04

MILITARY LEAVE - Military leave shall be granted in accordance with applicable State and Federal law.

Article 15. ANNUAL/VACATION LEAVE

Section 15.01

All employees are entitled to use annual leave.

Section 15.02

SCHEDULE FOR VACATION ACCRUAL RATE

PER BI-WEEKLY PAY PERIODS		
LENGTH OF SERVICE	ANNUAL LEAVE HOURS 56HR. WORKWEEK	PAY PERIOD ACCRUAL RATE 56 HR. WORKWEEK
1-5 years	144	5.54
5-10 years	204	7.85
10-15 years	252	9.69
15-20 years	300	11.54
20> years	336	12.92

Employees rehired and following the initial hire probation shall have an adjusted hire date for vacation accrual rates. The adjusted date will be based on the total months employed with an agency governed by Lee County, Port Authority, or Lee County School Boards.

Section 15.03

Vacation/annual leave shall be earned as of the first day following the end of each bi-weekly pay period, as observed by payroll. All employees will be charged on an hour-for-hour basis for time used as vacation. Vacation shall be utilized in a 3-hour minimum and then 15-minute intervals thereafter.

Section 15.04

Regular employees, including initial probationary employees, who are terminated, resign, or retire, shall be paid for any accrued vacation earned but not taken prior to the date of termination, resignation, or retirement. Except as provided below, an employee may only accumulate up to 500 hours of vacation leave. The accumulation of vacation leave starts on the first day of full-time employment, but is not eligible for use until the employee has completed six (6) months of service with the AUTHORITY. During the first six months of employment the probationary employee may use their vacation time as sick leave once their sick time bank has expired.

After an employee enters DROP or makes application for retirement, the employee may accumulate up to 600 hours of vacation leave of which 500 hours can be cashed out, during the pay period prior to the effective date of retirement. This 500 hours shall be used toward the calculation of the employee's average final compensation, per Section 121.021 (24)(b) Florida Statutes. After the employee has cashed out he/she may accumulate up to 500 hours of vacation leave.

Section 15.05

One employee may be permitted off on vacation with the exception of the days needed for FAR 139 compliance pit fires training, MCI drill, or same day vacation if an employee is out sick. Once annual medical physical days are secured, vacation will not be approved unless the employee can attend an alternate date during physicals held at Station 92.

Section 15.06

No more than six (6) consecutive twenty-four (24) hour shifts can be selected during the initial Primary Annual Vacation (PAV) request. Any employee making a departmental transfer will retain any unused vacation.

Section 15.07

All requests are to be submitted in writing on a leave request form and approved by a supervisor, in writing, before leave is taken. Violation of these rules may result in the employee being considered to have an unauthorized absence with appropriate corrective actions being taken.

Section 15.08

No employee shall request annual leave unless the time requested has already accrued or will accrue prior to the start of the vacation.

Section 15.09

PROCEDURES:

Selection of primary and birthday leave will be done during the month of October each year for the following year after the AUTHORITY has selected and placed on the vacation selection calendar up to the six (6) days needed for our FAR 139 compliance pit fire training and MCI drill.

Opportunity will be given to all eligible bargaining unit employees to bid a primary vacation. The Senior ARFF Technician on shift shall assist the shift supervisor with compiling the vacation and birthday leaves.

- (a) Primary (PAV), and Birthdays (BD) will be determined in that order and by rank, time in rank, and time in department, in that order.
- (b) The total primary vacation shall not exceed (6) six shifts.

Section 15.10

Once all bargaining unit employees have had an opportunity to bid for a primary vacation, then each employee will bid for birthday leave.

- (a) The process outlined above will be utilized.
- (b) All employees shall earn the Birthday leave credit on January 1 for that calendar year. When an employee terminates or leaves employment for any reason and has taken the Birthday before their actual birthday that calendar year, the employee shall have their accrued vacation hours reduced by 24-hours or accrued sick leave hours reduced by 48-hours.
- (c) New employees hired after January 1 whose birthday has not already passed shall earn the Birthday leave credit on their starting date. New employees who are hired after their birthday shall not earn the Birthday leave credit for that calendar year.

Section 15.11

After all bargaining unit personnel have had an opportunity to bid a primary vacation and Birthday leave; the appropriate forms will be completed and submitted to the immediate supervisor, no later than November 30th.

Section 15.12

Employees may start submitting leave requests for the following calendar year on November 26. These leave requests will be handled by shift, on the shift's first day in December, and by the individual shift officers. If a conflict occurs (2 or more employees requesting the same day off) the most senior employee shall prevail. Employees returning to work early may have their vacation time adjusted in half-hour increments. Minimal adjustments to vacation time are discouraged by both the UNION and management due to the workload burden on management.

These vacations will be handled on a seniority basis, (Same as a primary vacation request) and will be immediately be placed on the master calendar if availability potentially exists as determined by manning needs or prescheduled training. Employees at Station 91 may call the supervisor and advise that a vacation request has been filled out and placed in the outbound mail. The supervisor shall accept this as notification so as to deny any other requests for that day.

Section 15.13

Requests for leave that are submitted at the beginning of a shift shall be granted based on staffing considerations and other conflicts. Vacation leaves submitted after 0600 hours for that day will be approved by the on-coming shift supervisor after manning and employees are ready for work, but not before 0700 hours. At the discretion of the Fire Chief or his designee, emergency leave may be granted to an employee in extenuating circumstances.

Section 15.14

Requests for leave that encompass a holiday, as specified in the Holiday article, will be considered on a rotational basis.

The shift liaison on each shift will make the interpretation and implementation of the holiday rotation during the vacation bidding process.

Section 15.15

CANCELLATION:

An employee may cancel any requested and/or approved leave. It is encouraged that cancellation, when necessary, be made as early as possible to free up available time for fellow employees. As a professional courtesy to fellow employees, a leave request should not be made unless you are relatively certain you will be using it. Securing dates based on speculation is discourteous and highly discouraged.

Article 16. HOLIDAYS

Section 16.01

All employees will receive pay of twelve (12) hours for each holiday recognized. For the personal leave day (birthday) each employee shall be given twenty-four (24) hours off with pay, to be scheduled in advance through the employee's supervisor, but shall not receive holiday pay. Employees, who utilize sick leave the day before or day of a holiday, shall forfeit holiday pay. Employees on a 40-hour schedule shall be given the AUTHORITY designated holiday off with pay. An employee who resigns and does not work the holiday or a shift after the holiday shall forfeit holiday pay.

Section 16.02

The following are the recognized holidays for this Agreement:

New Years Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	As designated
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday
Christmas Day	December 25
Martin Luther King Day	As designated
Personal Leave Day	Designated as the employee's Birthday

In addition to the days listed above, bargaining unit employees shall also be granted holidays as per the provisions of this Article for any other day declared a holiday by the Board of Port Commissioners and granted as a holiday for other Port Authority employees, and shall also lose any holidays that are taken away from the other Port Authority employees.

Christmas Day and New Years Day - An extra holiday day may be granted in accordance to the day of the week that the holiday falls on. The schedule is as follows:

<u>DAY HOLIDAY FALLS ON</u>	<u>DAYS OFF</u>
Monday	Monday and Tuesday
Tuesday	Monday and Tuesday
Wednesday	Tuesday and Wednesday
Thursday	Thursday and Friday
Friday	Thursday and Friday
Saturday	Friday and Saturday
Sunday	Sunday and Monday

The shift that is on duty will celebrate the holidays on the same days that other Port Authority employees celebrate the holidays.

Article 17. PAY PLAN AUTHORITY

Section 17.01

The Authority shall maintain the pay plan.

Section 17.02

Employees start at the minimum rate of pay for their assigned classification. Firefighter Trainees will start at \$2,000 less than the first year in position Firefighter. At the discretion of the Fire Chief, a new employee could start as Firefighter Trainee, Engineer Trainee, or ARFF Technician Trainee based on past experience. The Engineer Trainee will start at \$3,000 less than the first year in position Engineer. The ARFF Technician Trainee will start at \$4,000 less than the first year in position ARFF Technician.

Section 17.03

Promotions - When an employee is promoted to a new classification his/her rate of pay shall be advanced to the minimum pay of the new classification. Employees promoted will be placed on Promotional Probation for six months from the effective date of the promotion. The effective date shall be the beginning of the next full pay period with a minimum of 5-business days notice.—

Section 17.04

Pay Range

Firefighter	Minimum \$44,534.89	Maximum \$55,318.56
Engineer	Minimum \$55,863.33	Maximum \$66,111.46
ARFF Technician	Minimum \$66,719.19	Maximum \$94,378.25

Employees covered by this Agreement that were employed prior to October 1, 2019, shall receive an adjustment to their salary of 4.2% , which shall be effective on the first pay period in October 2019.

When an employee’s base pay reaches the maximum rate for their classification, the employee will receive a lump sum payment equal to the difference earned from this Article. Example: Current base salary + adjustment = Adjusted salary – Maximum pay = Lump sum payment to be received on the first pay period in October 2019.

Article 18. HOURS OF WORK/WORKDAY

Section 18.01

HOURS OF WORK – WORK SHIFT Hours of work and work shifts shall be consistent with G.O. 300. Normal shift time shall start at 0700 hours and continue for twenty-four (24) consecutive hours.

Section 18.02

HOURS OF WORK - WORK SCHEDULE

The normal work schedule shall consist of a nine (9) day cycle which, when averaged over a two (2) week pay period consists of fifty-six (56) hours per week. All vacation, birthday, and time off to vote hours shall be counted as hours worked in regards to FLSA. The schedule is such that an employee is scheduled to work every other shift until the employee's shift has worked three shifts, followed by ninety-six (96) hours scheduled off. For example: 24-on, 24-off, 24-on, 24-off, 24-on, 96-off.

Employee shall be permitted to receive promotional & in-service training in the morning hours and vehicle and station cleaning shall be accomplished after said training is performed. The utilization of employees seeking new hire probationary promotional training shall be minimized during these morning hours.

Section 18.03

Employees shall be provided a 30-minute break in the morning and a 90-minute break for lunch. Employees are provided and encouraged to utilize the provided fitness equipment and time, which shall begin at 1530 hours to maintain an adequate level of fitness for this profession. Employees who do not participate in fitness activities shall be required to continue working until 1630 hours. On weekdays, after 1630 hours employees shall be in a state of readiness. The off going shift shall have completed morning assignments between 0600 – 0700 hours.

Section 18.04

On Saturday, once the daily assignments have been completed but no later than noon, the bargaining unit shall be in a state of Flex Time. During this time bargaining unit members shall work on areas such as, self study, and promotional training.

Section 18.05

No later than noon on Sunday and designated holidays the bargaining unit shall be in a state of readiness.

Section 18.06

Non emergency or non scheduled assignments which cause the workday to be extended shall be tracked by the shift and individual or individuals time shall be adjusted by the officer as soon as possible, but no later than next Saturday.

Section 18.07

On days when non-essential AUTHORITY employees are released early, the Fire Chief or designee, shall allow UNION employees to enter a state of readiness, provided the work assignments for the day have been completed.

Article 19. ALCOHOL/DRUG TESTING

Section 19.01

As a condition of continued employment, employees in the bargaining unit must refrain from using illegal drugs on or off the job. If the AUTHORITY has reasonable suspicion that an employee is under the influence of illegal drugs or alcohol, or if a serious accident or incident in which safety precautions are violated or unusually careless acts are performed and there is reasonable suspicion to believe these actions are the result of using drugs or alcohol, or where there is no other apparent explanation for the conduct of the employee involved, the employee's supervisor shall be notified immediately. He/she shall then make a determination as to whether the employee is to be tested. In those circumstances where 'reasonable suspicion' forms the basis for testing the employee, two supervisors should agree that the employee requires testing. If the employee is directed to take a drug or alcohol test, the employee shall be advised of the reason for the direction and that the failure to do so will lead to disciplinary action up to and including discharge. With regard to drug testing, if an initial positive result is obtained, a confirmation test will be performed using a gas chromatograph/mass spectrograph (drug confirmation) before the Lab Company turns over the results over to the physician. This will not require the taking of another specimen.

Section 19.02

Verbal results of the drug test will be made available to the Fire Chief if a positive drug test is attained. Medical records will remain confidential at the physician's office and shall not be made a public record of this department.

Section 19.03

An employee who tests positive for drugs will have two options:

- (a) Immediate resignation from the department.
- (b) Go to EAP for evaluation and then if required be placed on medical leave while receiving rehabilitation, as provided in our medical coverage. This medical leave will be without pay unless the employee has accrued sick or vacation days due. The employee will receive pay for those days only and employee benefits will continue to accrue during this period. The employee will be responsible for all AUTHORITY paid benefits if said employee has none or depletes the accrued sick or vacation time. The employee must return to work immediately after release from rehabilitation and must continue outpatient rehabilitation if prescribed by the physician.

Section 19.04

The employee will be immediately terminated if drug rehabilitation is not obtained, rehabilitation is not completed, or if the drug problem reoccurs. Upon release from rehabilitation, the employee will be assigned to regular duties. The AUTHORITY may require another drug screening, at any time, within the following 12 months after returning to work. This test will be performed by a physician of the

department's choice, at the department's expense and in accordance with all other stipulations contained within this policy. The employee must submit to testing immediately upon request or be terminated.

Section 19.05

All employees who must use a prescription drug that causes adverse side effects (drowsiness or impaired reflexes or reaction time) shall inform their supervisor in writing that they are taking such medication on the advice of a physician. It is the employee's responsibility to also inform their supervisor of the possible side effects of the drug on performance and the expected duration of use.

Section 19.06

The Lee County Port Authority is a Drug Free Work Place. Employees may be subject to the following drug screening:

- a) Pre-employment;
- b) Reasonable suspicion;
- c) Post accident;
- d) Post injury;
- e) Return to duty; and
- f) Random

Section 19.07

The department shall comply with all State and Federal regulations for “Drug Free Workplaces and Testing Procedures”.

Article 20. WORKERS' COMPENSATION

Section 20.01

The AUTHORITY agrees that any employee injured while on the job shall be paid for the employee's full schedule of hours for the day of the accident if the physician advises that he/she could not or should not return to work that day. However, the AUTHORITY reserves the right to have the employee examined by a physician designated by the AUTHORITY, at no cost to the employee.

Section 20.02

The employee shall be paid by the AUTHORITY 100% of their regular pay for up to three (3) months, provided the approved attending physician certifies the inability of the employee to work. After the three (3) months have passed, the employee will revert to indemnity benefits as outlined in F.S. Chapter 440, and the employee may utilize any accumulated sick leave or annual leave to make up the difference between the full salary and the maximum amount allowed by F.S. Section 440.

Section 20.03

Those employees who sustain an illness or injury, job related or not, are eligible for return to work limited duty upon authorization from a physician. The employee on limited duty will be converted to a 40-hour scheduled workweek following authorization from the physician and AUTHORITY. The normal workweek will be Monday - Friday, 0800 hours to 1630 hours, with a 30-minute lunch break or Monday - Thursday 0700 hours to 1730 hours with a 30-minute lunch break at the AUTHORITY's discretion. The payroll conversion from 56-hours to 40-hours or 40-hours to 56-hours will occur at the beginning of a pay period. The 40-hour schedule will effect, and is not limited to; vacation accrual, sick leave accrual, holiday pay, and incentive pay rates.

While the employee is off due to his/her illness/injury, the employee will stay in contact with the supervisor or designee to update his/her status. When a Doctor advises that the employee is ready to return to work, he/she will provide the employee with a return to work slip from his/her physician stating his/her physical limitations. The employee would return to his/her normal schedule at the beginning of the next pay period.

Section 20.04

The department shall offer limited duty for both work related and non-work related injuries for a period of 90-days. If the employee is not released for full duty status at the end of the 90-days, the AUTHORITY may extend the limited duty program, at its discretion, based on the employee's return to work information as provided by the employee's physician. This is in no way intended to provide any employee that utilizes this benefit for 180-days as any basis whatsoever to request and or require the AUTHORITY to establish a new position past the agreed 180-days.

Section 20.05

Employees on limited duty, for non-work related injuries, are not allowed to utilize vacation leave other than those leave days/hours previously approved on the department leave calendar, doctor visits, or other leaves approved only by the Fire Chief.

Section 20.06

Employees on limited duty may be allowed to receive normal on-duty classroom training, to maintain the current required training, when approved by the Fire Chief.

Article 21. UNIFORMS AND EQUIPMENT

Section 21.01

The AUTHORITY shall furnish, within 30 days of employment, all new full time employees with a uniform as set forth below. The AUTHORITY will not be held responsible for manufacture's / vendor delays over 30 days.

- Four (4) Pair Uniform Pants, Normal or EMT style
- Four (4) Uniform Shirts
- One (1) Dress Uniform Pants
- One (1) Dress Uniform Shirt (Long sleeve/Blue)
- One (1) Dress Uniform Shirt (Short sleeve/Blue)
- One (1) Dress Uniform Tie
- One (1) Winter Jacket
- One (1) Badge
- One (1) Name Tag
- One (1) Serving Since lower tag
- Two (2) Jumpsuits
- Two (2) Ball cap
- Four (4) Tee shirts
- Three (3) Gym shorts
- One (1) Fleece
- One (1) Boonie hat

The uniform items listed in this section shall not be supplied with the employee's name on the clothing. Uniform shirts (excluding dress shirts), jackets, jumpsuits, and fleece will have "AIRPORT FIRE-RESCUE" on the back as approved by the DVP and Fire Chief or designee. The department logo shall be placed on the left breast area on uniform shirts (excluding dress shirts), jacket, jumpsuits, fleece, and tee-shirts.

Section 21.02

The employees in the bargaining unit shall maintain uniforms listed in 21.01 through replacement by the AUTHORITY allotting up to the replacement cost of (3) uniform pants, uniform shirts, jumpsuit, T-shirts, gym shorts, and ball caps per fiscal year. The purchase of additional uniform items, required in the Uniform General Order, is acceptable when utilizing the allotment through the uniform vendors. Replacement items can only be ordered during the months of October, January, and June. The Fire Chief may authorize additional months based on special circumstances. Any change of style, color and inscription shall be decided by the DVP and Fire Chief or designee. If the vendor changes styles and/or material for our existing uniforms, the DVP and Fire Chief or designee shall meet and discuss the possibility of changing vendors. Replacement pants and shirts include dress uniforms. The employee is responsible for ensuring proper size is ordered and received.

Section 21.03

The employee is responsible for wearing these uniforms and reporting to work with them clean and neat in appearance. The wearing of the Jumpsuit in lieu of the uniform will be allowed for activities or times designated by the AUTHORITY.

Section 21.04

All items provided by the AUTHORITY, remain the property of the AUTHORITY and are to be used in accordance with the department work rules. Upon separation of employment, all uniform items, received in the previous twelve (12) months, that have not been discarded, due to wear or job related damage must be returned (or paid for) by the employee before their final paycheck will be issued.

Section 21.05

Wearing of uniforms off duty is prohibited with the exception of coming to or leaving work, or as otherwise directed.

Section 21.06

Employees are not permitted to wear jewelry which may become tangled during the course of his/her duties. Hoop earrings shall not be permitted while wearing the department uniforms. All jewelry must be able to be removed timely during an emergency response.

Section 21.07

Employees will maintain their hair in a clean and groomed condition. Employees who choose to have long hair shall keep it pulled back so as to prevent it from falling into an employee's face/eyes. Facial hair will be permitted so long as it is maintained in a clean and neat appearance and complies with the grooming standards outlined in the General Order and complies with all Federal and State regulations regarding infectious/biohazardous disease control and respiratory protection.

Section 21.08

The AUTHORITY shall provide all necessary protective equipment to include the following:

- One (1) Full set of Bunker Gear
- One (1) Head Sock
- One (1) Pair structural gloves
- One (1) Pair crash fire fighting gloves
- One (1) Structural helmet
- One (1) Set of forestry brush fire fighting pants/coat
- One (1) SCBA mask with bag and eyeglass insert, if needed
- One (1) Rain suit

Section 21.09

All protective equipment, listed in this article, excluding SCBA mask, shall comply with the current or one previous NFPA protective equipment standard at the time of issue, but in no instance be older than 10-years from date of manufacture and, the current or two (2) previous standards.

Section 21.10

The AUTHORITY shall also provide either to the individual employee or make available to each on duty employee the following equipment:

- One (1) Flashlight
- One (1) Pocket Mask or similar safety device

Section 21.11

Personal protective equipment will be replaced as soon as possible with cost incurred by the AUTHORITY, unless the employee is found to be negligent in caring for the property of the AUTHORITY.

Section 21.12

All the equipment in this section will be issued within 45-days of the employee's start date with the AUTHORITY. The AUTHORITY will not be held responsible for manufacture's delays over the 45-days. The employee may begin shift work but prior to being counted towards shift manning and being used in an IDLH environment, the employee shall have the required personal protective equipment based on their shift assignment.

Section 21.13 .

The ARFF Financial Officer will track the allotment amount spent by each employee based on actual cost charged by the vendor.

The allotment is not an open amount that the employee is expected to spend each fiscal year. An employee shall not order more than one (1) style of footwear, one (1) jacket, or one (1) fleece, as required in the Uniform General Order, within a fiscal year. Additionally, no more than five (5) of any one uniform item can be placed during an ordering period.

Employees hired between October 1 and March 31 shall receive fifty percent (50%) of the allotment. Employees hired between April 1 and September 31 shall only receive the uniforms listed for new employees.

Section 21.14

Employees shall be allowed to wear extrication style gloves as covered in G.O. 202A.

Article 22. SHIFT EXCHANGE

Section 22.01

Substitute approvals are done on a rank-for-rank basis or a higher rank for a lower rank

At no time will substitutions be allowed that would cause any employee to work more than seventy-two (72) consecutive total hours.

Substitutions that require a person to leave work early in order to meet a trade or duty obligation at another station are not allowed.

Section 22.02

Substitutions must be fully approved and placed on the master leave calendar prior to the substitution taking place, thus substitution requests should be submitted well in advance to ensure approval. Shift exchanges between 0600 and 0700 hours shall require the ARFF Technician in charge to review the document and assure its completeness prior to requesting officer approval. During the time of 0600 and 0700 substitutions between an on-shift employee and a substitute who share the same truck assignment once his scheduled shift starts shall not require a substitution form.

Employees are required to ensure the proper steps are followed and that the requested trade meets the requirements as outlined in this article. Submitting an invalid shift exchange request may cause the requesting employee to be subject to discipline regardless of approval by an officer.

STEPS FOR SIGNATURES AND APPROVAL

- (i) The employee requesting the substitution,
- (ii) The employee agreeing to substitution,
- (iii) Once a shift supervisor approves the substitution, it shall be placed on the calendar.

Section 22.03

A substitute for an employee needing to use sick leave when scheduled to work shall be allowed to use sick leave.

Section 22.04

The AUTHORITY shall not be held responsible or liable for employees owing (or not owing) other employees payback of time on shift exchanges. Employees agree to shift exchanges between themselves and at their own risk of not being paid back time if, for example, an employee is terminated while still owing other employees payback time.

Article 23. INCENTIVE PAY

Section 23.01

INCENTIVE PAY

Employees within the bargaining unit shall be eligible to receive the following hourly incentives, up to a maximum of \$2.35 per hour, effective on the date this agreement is ratified by both parties. Employees must submit in writing their request for incentive pay adjustments using the attached form. The request must include which incentives he/she is requesting and must accompany the official grade or certificate. The incentive pay will become effective the next full pay period. Employees must notify the AUTHORITY in writing a minimum of two (2) weeks before a certification affecting Incentive Pay expires.

<u>CERTIFICATION</u>	<u>HOURLY AMOUNT</u>
EMT *1	1.00
Basic Instructor or higher, or Paramedic *2	.30
CPR Instructor *3	.30
Fire Inspector or higher *4	.30
Fire Officer I or higher *5	.45
ICS Instructor *7	.25
Apparatus and Pump Operator*8	.30

<u>CERTIFICATION</u>	<u>MONTHLY AMOUNT</u>
Associate Degree in Fire Science *6	50.00
Bachelor Degree *6	110.00

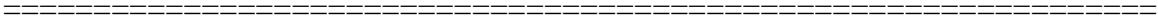
- *1 Employees must hold a current State of Florida EMT license and be privileged through Medical Director. The AUTHORITY maintains the right to require a minimum of six (6) licensed and privileged EMTs per shift. The AUTHORITY maintains the right to require all new bargaining unit members to hold and maintain a Florida EMT certificate as a condition of employment. Failure to hold and maintain certification is subject to progressive disciplinary action to include suspension and termination. As a condition of promotion all current bargaining unit members as of the date of this Agreement must hold a Florida EMT certification.
- *2 Any ARFF employee may be required to teach classes on duty when asked. State of Florida Basic Instructor or State of Florida Paramedic certificate employees may be required to create training outlines, instruct students, or modify training materials during normal workday hours.
- *3 Employees must hold current CPR Instructor license and are required to teach CPR or First-aid classes when asked, while on duty, or as scheduled with 30-days advance notice.

- *4 Employees must hold a current State of Florida Fire Inspector license and perform Inspections, work on pre-fire plans, or other related assignments as designated by the Fire Chief or designee during workday hours.
- *5 Employees must hold current State of Florida certificate, and teach related courses on duty when asked.
- *6 Employees must possess a degree in Fire Science at the level of Associate or Bachelor. The employee will be paid for the greater of the two, if more than one is held. These incentives will be the exact amount the AUTHORITY receives for said incentives, and will be paid monthly on the first check of the month.
- *7 Employees must obtain a current Train-the-Trainer Certificate issued by the National Wildfire Coordinating Group (NWCG) and be privileged through the local Division of Forestry (DOF). Employees will teach related courses when asked, while on duty, or as scheduled with 30-days advance notice.

Recognized Train-the-Trainer courses are NWCG courses; ICS-300, S-130, S-190, Task Force/Strike Team Leader, Staging Officer, Division Supervisor, and Operations Chief.

- *8 Employees must be certified as a Fire Service Apparatus and Pump Operator in the State of Florida .

**LEE COUNTY PORT AUTHORITY
ARFF DEPARTMENT**



INCENTIVE PAY REQUEST

In accordance with Article 23 of the 2019 - 2022 Collective Bargaining Agreement, I request the following changes to my Incentive Pay. As verification of entitlement, my official grade(s) and/or certificate(s) are attached.

CERTIFICATION	RATE	CURRENT \$ INCENTIVE/s	NEW \$ INCENTIVE/s	Office Use Only [Expire Date]
EMT	1.00			
Instructor I (or higher) or FL Paramedic	.30			
CPR Instructor	.30			
Fire Inspector (or higher)	.30			
Fire Officer I (or higher)	.45			NA
NWCG ICS Instructor	.25			NA
Apparatus & Pump Operator	.30			NA
TOTAL INCENTIVE (MAX)	2.35			
				<i>Total \$ Biweekly</i>
AS Degree in Fire Science	50.00			
Bachelor Degree	110.00			

_____ Printed Name _____ Signature _____ Date

Route To (Initial):

____ Captain
 ____ Battalion Chief
 ____ Fire Chief (Final Approval)
 ____ Update Incentive Charts (AC)
 ____ RPA - _____
 Effective Date - Next full pay period

Article 24. PENSION

Section 24.01

During the term of this Agreement, the AUTHORITY shall continue to participate in the Florida Retirement System.

Section 24.02

The AUTHORITY shall contribute to the Florida Retirement System as required by the provisions of the plan and Florida Statutes.

Article 25. INSURANCE

Section 25.01

LIFE INSURANCE

During the term of this Agreement, the AUTHORITY shall provide each full-time employee covered by this Agreement with a group term life insurance policy.

Section 25.02

The AUTHORITY reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the AUTHORITY.

Section 25.03

GROUP HEALTH INSURANCE

The AUTHORITY shall provide group health, dental, accidental death and dismemberment, and long term disability insurance to all bargaining unit employees. The benefits provided for herein shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the AUTHORITY. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the AUTHORITY and the insurance company. Any time the AUTHORITY changes insurance carriers, bargaining unit employees will receive a copy of all health insurance benefits. The AUTHORITY may at any time change carriers for insurance, provided they maintain the same level of benefits to the bargaining unit members as offered to other Port Authority employees.

Retired bargaining unit employees may participate in the retiree health insurance program as offered to other retired Port Authority employees.

Section 25.04

If the AUTHORITY proposes a change in the level of benefits to both bargaining unit members and non-bargaining unit members/employees as provided in this article, the UNION and AUTHORITY shall meet to discuss and negotiate any changes and the impact of those changes within sixty (60) days of implementation, or as soon as the AUTHORITY becomes aware of the proposed change.

Article 26. EMPLOYEE ASSISTANCE PROGRAM (E.A.P.)

Section 26.01

The employees may be provided with the opportunity to utilize the AUTHORITY'S Employee Assistance Program (EAP) under the rules and regulations of the AUTHORITY. Employees whose requests are initiated coinciding with or pursuant to a possible or proposed disciplinary / corrective action shall be afforded the opportunity to participate in the employee assistance program. All information relative to each participant's program involvement will only be recorded in a confidential medical file, with access limited as required by law. An employee's ability to use the EAP program will not impede the AUTHORITY from continuing the discipline process.

Section 26.02

Any employee who desires help through the EAP should contact the EAP directly. If any employee has a question about the EAP they may contact the Human Resources Department or his/her supervisor.

Article 27. RECOGNITION AWARDS

Section 27.01

The AUTHORITY agrees to recognize bargaining unit employees covered by this agreement for recognition awards in the same manner as other bargaining or non-bargaining unit AUTHORITY employees.

Article 28. DISCHARGE AND DISCIPLINE

Section 28.01

The disciplinary actions of the AUTHORITY consisting of: suspensions without pay, involuntary demotions, and dismissals shall be subject to arbitration.

Section 28.02

The AUTHORITY retains the right to discipline any employee. An employee is not entitled to any particular number of warnings prior to the imposition of discipline. Discipline shall be progressive and can start at any appropriate level.

Section 28.03

In determining the appropriateness of discipline, the AUTHORITY shall consider the seriousness and frequency of offenses, the employee's work history, past discipline and any other factor relevant to fair and appropriate discipline. Progressive discipline should be applied unless circumstances require immediate discharge.

Section 28.04

Disciplinary actions and employee performance older than twelve (12) months shall not be considered in determining the appropriateness of discipline.

Section 28.05

An employee shall have the right to a formal hearing prior to the imposition of discipline. At the formal hearing, the employee shall be informed of the following:

- (a) The employee's right to representation;
- (b) The charges under consideration; and
- (c) The general facts which form the basis of the disciplinary action.

Section 28.06

An employee subject to questioning regarding a disciplinary matter shall be informed of his right to representation except when an employee is questioned at or immediately after the time an incident occurs for the sole purpose of gathering facts. All questioning shall adhere to the Firefighters Bill of Rights in Florida Statute 112.80-112.84.

Section 28.07

For the purpose of this Article, one (1) day is equal to twelve (12) hours. Scheduled suspensions shall be enforced immediately, be concurrent with the employee's shift, and will not occur during a period

which includes; a day before a holiday, day of a holiday, shift exchange, already scheduled overtime, or other days agreed by the employee and Fire Chief. The employee will immediately surrender his/her Airport ID and will be issued the ID back upon reporting for the first scheduled shift subsequent to the suspension. For example, a four (4) day suspension would take effect on the employee's next shift starting at 0700 and continuing through the employee's next shift starting at 0700 after the suspension.

Section 28.08

Dismissal of initial probationary employees is not subject to arbitration, as their employment may be terminated at any time with just cause, or advance notice. The AUTHORITY may extend a new employee's probationary period up to six months. The employee must be notified of the increase in probation prior to his/her initial 12-month probation period expiring.

Article 29. DRIVER'S LICENSE

Section 29.01

Employees within the bargaining unit are required, as a condition of continued employment, to maintain a Florida Driver's License, or an issued permit to operate a motor vehicle.

During the period of time in which an employee is obtaining a “court authorization” driving permit the employee may utilize accrued sick, vacation leave, or shift exchanges.

Article 30. OUTSIDE EMPLOYMENT

Section 30.01

Any employee wishing to work any outside employment must submit a written request on the prescribed form, to the Fire Chief, within two (2) weeks of acceptance of employment.

Section 30.02

In the event that any outside employment represents a conflict of interest to the AUTHORITY, the employee will be asked to terminate their employment with that company. At no time shall the employee perform work outside the department that compromises his/her ability to perform his/her job description or responsibilities.

Article 31. TELEPHONES/CELLULAR TELEPHONES

Section 31.01 Telephone

As a condition of employment, all employees within the bargaining unit shall be required to obtain and maintain an operating telephone in their place of residence or obtain and maintain a cell phone. The employee must provide the AUTHORITY with the current primary contact telephone number at all times.

Section 31.02 Cellular Telephones

Employees shall utilize cell phones for all department recall procedures.

ARFF employees are expected to carry a cell phone at work and any time they are away from their residence, except during times that the employee is out of town or otherwise unable to respond. Employees must maintain the cellular telephone in working condition. Should a problem exist with the cellular telephone, the employee must notify the AUTHORITY immediately.

Article 32. UNION BUSINESS

Section 32.01

Members of the bargaining unit shall have the right to join the union or not join the union.

Section 32.02

The AUTHORITY will consider requests from the UNION's members for time off to attend the union business, training, seminars, or conventions, utilizing union time bank hours with the same restrictions as vacations. However, if the calendar is full, time off will still be granted by charging the time bank 1.5 hours for each one (1) hour off. If the union monthly meeting is being held on Airport property, he/she may be permitted to take his/her response vehicle to attend the meeting and shall not be charged union time bank hours.

Section 32.03

The union DVP shall be given two (2) hour with any newly hired employees during the orientation period. This time shall be used to provide the employees instruction on the collective bargaining agreement, which they must adhere to.

Section 32.04

To preserve the delivery of service and in accordance with Section 447.509, Fla. Statutes, the UNION, their members, agents or representatives or any persons acting on their behalf are prohibited from the following acts: soliciting public employees (solicitee or solicitor) during hours being paid by the AUTHORITY or distributing literature for new member recruitment during hours being paid by the AUTHORITY in areas where the actual work of public employees is performed, such as offices, and any such similar public installations. Union representatives may speak to employees about joining or not joining the union when on a break, during flex time, or state of readiness periods.

Section 32.05

A complete list of UNION shift liaisons shall be furnished to the AUTHORITY and any changes shall be reported to the AUTHORITY.

Section 32.06

Bargaining members shall contribute four (4) hours of accrued vacation leave time to the Union Time Bank during January of each year, but only if the Union Time Bank has less than 500 accrued hours. An employee who is not a member of the Union and who does not wish to participate in the funding of the Union Time Bank may opt out of this program by providing written notice to both the Port Authority and the Union.

Leaves as listed above shall be granted from the Union Time Bank so long as hours remain in the bank each calendar year. Once hours in the bank are exhausted to zero (0), no leave shall be granted from the Union Time Bank until contributions are made to the bank next January.

Deductions from the Time Bank will be taken from the Union Time Bank as provided and will be charged on an hour for hour basis. Should the request create overtime, then for each hour requested off one and a half hours will be removed from the bank. Deduction requests from the Time Bank must first be approved by a principal officer of the Union and will bear said officer's signature before the request is submitted to the department.

Article 33. TRAVEL REIMBURSEMENT

Section 33.01

When authorized by the AUTHORITY to use personal resources for travel on official business or approved training, employees shall be compensated at the rate(s) established in the AUTHORITY Purchasing Manual.

Article 34. MISCELLANEOUS PROVISIONS

Section 34.01 CHANGE OF SHIFT

The AUTHORITY agrees to give employees covered by this Agreement seventy-two (72) hour notice prior to changing an employee's shift designation. All vacation previously approved will be honored if requested by the employee within one week after the shift transfer. If a need for shift change is recognized, the AUTHORITY will first seek volunteers. If no volunteers come forth and no demonstrable difference exist, the least senior employee in the classification needed will be moved.

Section 34.02 ANNIVERSARY DATE

The AUTHORITY agrees to maintain the employee's current anniversary date.

Section 34.03 FIREFIGHTER

The term Firefighter when used throughout this Agreement shall mean singularly a Florida State certified firefighter meeting basic standards established by the State of Florida.

Section 34.04

The AUTHORITY shall allow one (1) International Association Fire Fighter (IAFF) decal on each side of the engine and crash apparatus. The decals shall be approved by the Fire Chief and maintained in a neat and unfaded condition by the DVP. The decal shall be placed in an area that does not hinder visibility for the driver.

Section 34.05 DIRECT DEPOSIT

All ARFF employees are required to utilize direct deposit for payroll and reimbursement.

Section 34.06 TOBACCO FREE

Employees hired after October 1, 2010, must maintain tobacco and electronic cigarette free while both at and away from work. Employees found utilizing tobacco products or electronic cigarettes are subject to progressive disciplinary actions to include suspension and termination.

Article 35. EDUCATIONAL EXPENSES

Section 35.01 Reimbursement

The Port Authority shall provide the opportunity for educational expense reimbursement for classes and/or course work completed through an accredited school, college, university, authorized correspondence course, trade or other accredited institutions. Reimbursement of authorized educational expenses shall be at one hundred percent (100%) for a letter grade of "A", or if a passing grade is received from a course graded on a pass/fail system. For a "B" the employee will be compensated (90%) and for a "C" (80%). Employees shall also be provided reimbursement for course materials that are not available in the department's library. Reimbursement will not be provided for a grade lower than a "C" or failing grade, or for courses not completed. Upon reimbursement all books, pamphlets, and/or other written course materials shall be turned over to the Port Authority, except those materials which the employee paid for separate from tuition. Such payments are available to employees and must be for readily identifiable and directly applicable fire services courses or courses relating to the employee's job duties. Applications for educational expense reimbursement must be submitted to your supervisor at least fourteen (14) days prior to the start of the course. The course must be approved by the Fire Chief and Human Resources Director prior to commencement of the class or course. If the class or course was disapproved, the Fire Chief or his designee shall contact the employee before the designated start date to inform him/her, so the employee may have the ability to obtain a course/class refund. The employee may be called for the transfer of this information of disapproval. Educational expense reimbursement will be authorized in conjunction with the prevailing rates as stipulated by the educational facility or institution. Employees may be required to reimburse the AUTHORITY up to one hundred percent (100%) of payments that they have received from the AUTHORITY if the employee is terminated within one year from the time the employee receives reimbursement from the Port Authority. Section 35.05 shall apply to Florida State EMT certification.

Section 35.02 College Degree Courses

If approved, college degree courses will be reimbursed based on Section 35.01 Reimbursement, however the AUTHORITY will not pay travel expenses and the employee must make arrangements for time off. Employees seeking a degree shall have their degree approved by the Fire Chief, Human Resources, and the Executive Director prior to enrollment in a degree program.

Section 35.03 Incentive Pay Courses

- (a) Courses required to receive any new incentive pay will be reimbursed based on Section 35.01 Reimbursement, however the AUTHORITY will not pay travel expenses and the employee must make arrangements for time off. Section 35.05 shall apply to Florida State EMT certification.
- (b) Courses required to keep a current incentive will be reimbursed based on Section 35.01 Reimbursement, and the Authority will pay approved travel. In determining approval, the requirement for overtime shall be considered, along with the availability of funds.

Section 35.04

Original paid receipts and official grades shall be submitted when requesting reimbursement after completion of the course or a memo must be provided explaining that the receipt is what the employee received and not one the employee duplicated.

Section 35.05 Florida State Emergency Medical Technician (EMT) Certification

The Port Authority shall provide the opportunity for educational expense reimbursement for classes and/or course work to complete courses required to obtain a Florida State EMT certification through any school, college, university, authorized correspondence course, trade or other institution. Reimbursement shall not exceed the cost at the local State College or University. The employee shall be required to submit documentation of local State College or University fees during their application for reimbursement. Reimbursement of authorized educational expenses shall be at one hundred percent (100%) once a Florida State EMT Certificate is presented. Employees shall also be provided reimbursement for course material that are not available in the department's library. Reimbursement will not be provided if the employee fails to produce a Florida State EMT certification within twenty-four (24) months from the date of starting of course work. Reimbursement will be based on Section 35.01, however the AUTHORITY will not pay travel expenses and the employee must make arrangements for time off. Upon reimbursement all books, pamphlets, and/or other written course materials shall be turned over to the Port Authority, except those materials which the employee paid for separate from tuition. Such payments are available to employees and must be for readily identifiable and directly applicable to EMT courses. Applications for educational expense reimbursement must be submitted to your supervisor at least fourteen (14) days prior to the start of the course. The course must be approved by the Fire Chief and Human Resources Director prior to commencement of the class or course. If the class or course was disapproved, the Fire Chief or his designee shall contact the employee before the designated start date to inform him/her, so the employee may have the ability to obtain a course/class refund. The employee may be called for the transfer of this information of disapproval. Educational expense reimbursement will be authorized in conjunction with the prevailing rates as stipulated by the educational facility or institution. Employees may be required to reimburse the AUTHORITY up to one hundred percent (100%) of payments that they have received from the AUTHORITY if the employee is terminated within one year from the time the employee receives reimbursement from the Port Authority.

Article 36. BULLETIN BOARD

Section 36.01

The cost of the board and all other incidental costs and posting of union materials will be borne by the union. No other bulletin boards, other than the approved bulletin board shall be utilized for dissemination of union material.

Section 36.02

All materials to be posted shall receive prior approval from the DVP, Shop Steward(s) or Fire Chief and shall bear their initials.

Section 36.03

The interdepartmental mail or interdepartmental vehicle operations between stations shall be authorized to carry such materials.

Article 37. PROMOTION AND TRAINING

Section 37.01 EMPLOYEE ORIENTATION TRAINING

Each new employee shall be on either a two (2) or four (4) week orientation schedule of Monday through Friday, from 0830 - 1700 hours at the discretion of the Fire Chief. During this initial period the employee shall be on a 40-hour week work schedule, normally starting on the first day of a pay period.

A new employee will not be used in any emergency operation or shift manning, until he/she completes the required minimum training in the employee orientation program.

In an effort to maximize the amount of quality instruction to an employee during orientation, shift personnel, ARFF Officer, or other AUTHORITY employees shall be utilized as instructors during this period.

Section 37.02 PROMOTIONAL TRAINING PROGRAMS

Employees in a training program shall be provided with a list of all required training areas and corresponding outlines, or specific locations where to obtain the required information. This training material shall also be listed on each of the department's computers.

The employee must be introduced to each training outline in a program by formal instruction. A department approved instructor, (same position off probation or higher), must teach all formal instruction (classroom and practical).

The employee is responsible for self-study and to know all the training outlines and objectives listed in the program. The amount of informal training and studying depends on the individual's own needs.

The department may update this training with revised and/or new materials on the first day of January, April, July, and October of each year. If an update is available, the department will provide and notify each employee in the affected program with the updated materials. The department may provide immediate updates to employees when it finds errors or omissions in the issued training materials.

Section 37.03 PROMOTIONAL TEST DATES

Prior to providing a test date, the department shall have three (3) shifts after the employee submits a (summary of promotional or required training) form to verify the required training has been completed and perform a practical skills check to confirm that the employee is ready to test. He/she will not be required to test on any new or updated information in the training program, but will be required to receive training on the area(s) along with the remaining shift members.

The testing date shall occur between two (2) weeks and four (4) weeks from the date of request and when convenient to all parties taking and performing the exam.

Section 37.04 PROMOTIONAL EXAMS

The written test shall be drawn from materials that the employee has been provided in the training program. The written test shall consist of no more than 100 questions, per program, which are objective (multiple choice, true/false, matching, fill-in-the-blank, and short answer) questions. A minimum score as set forth by the Training GO and not less than State or Federal standards is required for successful completion of the written exam. The employee must pass the written exam to be eligible to proceed to the practical exam. Employees who fail the written exam must wait two weeks and complete some additional training before testing for a second time. Employees who fail the second written exam must wait 30-days and complete some additional training before retesting. If after a third attempt on the written exam, an employee fails to pass, he/she will be required to complete an intensive remedial study course supervised by the training officer and his/her shift officers. The employee will be required to submit a new Summary of Promotional Training form and wait 30 days before being eligible to begin the evaluation process again.

Upon passing the written exam the employee shall be given a practical evaluation, based on the material the employee has been provided in the training program. Testing will be evaluated with the use of two (2) department officers; one of whom shall not be from the candidate's shift. The employee must pass each practical testing evolution with a minimum score as set forth by the Training GO and not less than State or Federal standards (average of the combined scores from each officer for each evolution).

Testing may result in one of the two actions.

- (i) Satisfactory results in all exams. The employee will then be allowed to operate all equipment for that level and go on to train for the next level or position.
- (ii) If the employee fails to successfully complete the written or practical exams with a minimum score as set forth by the Training GO and not less than State or Federal standards a 30–180 day retest window will be available to the employee. The retesting will only be on failed exam(s).

If retesting results in unsatisfactory scores, an employee will be required to wait 30-days before testing over on ALL EXAMS will be allowed.

Each employee shall meet with two (2) department officers and review their test in an effort to provide specific direction for improvement through continued training of identified areas.

Should the candidate wish to check his/her progress, test questions can be found at the end of each IFSTA chapter and student manuals.

Any employee wishing to promote must be off probation from his/her current position before they are allowed to test for their next promotion. The employee will be allowed to train and prepare while on probation to be ready once eligible and a position becomes available.

Section 37.05 ENGINEER TRAINEE AND ARFF TECHNICIAN TRAINEE - PREREQUISITES

Employment candidate(s) with 2-years experience as an Engineer or crash truck operator can be hired as either an Engineer Trainee or ARFF Technician Trainee at the sole discretion of the AUTHORITY.

Section 37.06 FIREFIGHTER, ENGINEER TRAINEE, AND ARFF TECHNICIAN TRAINEE – PROGRAM COMPLETION AND RETENTION

After successful completion of the Firefighter orientation program, the employee will be assigned to train on the program.

Testing shall be given near the employee's ninth month of employment with the ARFF department, unless the employee has successfully passed the exam prior to the employee's ninth month of employment. If a trainee must retake the exam near the employee's eleventh month he/she will only be retested on the areas that were deficient during the ninth month test. The department may waive this twelve (12) month maximum time period due to extenuating circumstances of an on the job injury or a long term illness. A pre-twelve month promotion date does not alter the 12 month new hire probationary period.

If the employee fails to successfully complete the written and practical exams through the 11th month test, he/she shall be terminated. Prior to termination the employee shall be given the opportunity to resign.

Section 37.07 ENGINEER TRAINING

The Engineer position is responsible for all prior level knowledge and skills, as well as those incorporated into the Engineer training program. Stand alone areas of knowledge from previous position testing shall not be re-tested as a part of this position. Areas that were previously tested and are now a larger part of this position shall be evaluated.

This position is the driver/operator (Engineer) for ARFF and as such, requires the ability to drive and operate all non-crash apparatus and vehicles to the standard of this training program. If the number of ARFF Technicians drops below fourteen (14) or the number of Engineers and ARFF Technicians drops below seventeen (17) qualified drivers the UNION and AUTHORITY shall meet to discuss options to adequately meet the FAA Index for apparatus within thirty (30) days and will continue discussions until a resolution is reached.

After successful completion of the Firefighter testing, the employee is off probation, and after completion of the Engineer training program, the Firefighter is eligible to test for the Engineer position.

Section 37.08 ARFF TECHNICIAN TRAINING

The ARFF Technician will be responsible for all prior level knowledge and skills, as well as those incorporated into the ARFF Technician training program. Stand alone areas of knowledge from

previous position testing shall not be retested as a part of this position. Areas that were previously tested and are now a larger part of this position shall be evaluated.

This position is a specialist in aircraft rescue and firefighting procedures and, as such, is highly trained in the aircraft systems associated with the profession. This position also requires the ability to drive and operate all department apparatus and equipment.

After successful completion of the Engineer testing, the employee is off probation, and has completed the ARFF Tech. training program, the Engineer is eligible to test for the ARFF Tech. position.

ARFF Technician positions are limited and testing will not be conducted unless there is an opening or one is expected within 6 months.

Once an opening is expected, the department shall post a notice announcing a 30-day window for an Opportunity to Promote. Each candidate must submit a completed Summary of Promotional Training form during the posting period in order to be eligible for competitive testing. Testing shall take place between two (2) and four (4) weeks after the closure of the 30-day window. Additional testing will not occur sooner than every six months until all positions are filled.

The written exam will be completed on a regular duty day before the practical test date. The practical exam date will be scheduled by the ARFF Training Officer. Off duty employees will not be compensated for the time required to take the exams.

The ARFF Technician testing shall be accomplished by at least two (2) ARFF officers, one of whom shall not be from the candidate's shift. The employee must pass each practical testing evolution with a minimum score as set forth by the Training GO and not less than State or Federal standards (average of the combined scores from each officer for each evolution). If an employee fails a practical evolution the employee shall not be permitted to continue with the testing.

Employees shall be selected to fill vacant positions by promoting employees with the highest combined written and practical scores, then continuing in succession down to the lowest until the available positions are filled. All employees that have passed the testing process shall be placed on a list for up to six (6) months. The employee(s) on the list will be utilized to fill any vacant position(s) during this period. After six (6) months the employee will be required to retest for an opening.

Section 37.09 TRAINING MEDIA

The department shall provide each employee in a promotional training program with a copy of the training materials either in hard copy or electronic format.

Section 37.10 SHIFT TRAINING

Shift training shall occur mainly during regular shift operations hours and shall not interfere with other department activities such as emergency response, promotional training, and physical fitness times.

Section 37.11 ANNUAL APPARATUS PROFICIENCY EVALUATIONS

Officers may schedule proficiency evaluations.

Personnel responsible for operating apparatus must successfully complete the evaluation. Personnel who do not successfully complete the evaluation will be provided training and reevaluated in approximately 30 days, and may be restricted on equipment before the reevaluation.

Upon reevaluation, if severe deficiencies continue to exist, the employee may, at the discretion of the shift officer, be given a maximum of an additional thirty (30) days for additional training. If the employee is still unable to meet the minimum requirements, other appropriate action will be taken.

Article 38. OCCUPATIONAL MEDICAL EVALUATION

Section 38.01

In an effort to maintain the health and well being of the employees covered by this agreement, the AUTHORITY agrees to furnish all employees with a Physical Exam once a year, or more frequently, at the Fire Chief's discretion. All employees will be given fourteen (14) days notification of any such physical exam. The physician will be provided NFPA 1582, so that he/she understands what is required.

Section 38.02

Any results of the physical examination and/or test results shall, unless otherwise required by law, be held confidential between the physician, HIPPA Officer, and the employee. If the results of the physical examination and/or tests reveals a condition that could affect the employee's ability to perform his or her job responsibilities, the HIPPA Officer may notify the Fire Chief, but shall not disclose the medical condition of the employee. The HIPPA Officer shall only notify the Fire Chief if the employee is unfit for duty.

Section 38.03

The AUTHORITY and UNION will select a medical provider to provide the annual physicals in accordance with NFPA 1582 in September. Medical exams will be conducted the first two weeks in November. The exams and test are to be performed at Station 92. The AUTHORITY may elect to pay or request the employee submit the annual physical through the AUTHORITY's provided insurance carrier. The employee shall be reimbursed for the co-pay if requested by the AUTHORITY. The employee will sign a waiver so that the medical provider can release the results of the annual physical to the HIPPA Officer.

Section 38.04

The physical exam will follow the Occupational Medical Exam form, the UNION and AUTHORITY agree, that the Fire Chief, HIPPA Officer, or Physician can modify the form as needed and any changes shall be submitted to the Union DVP for review.

OCCUPATIONAL MEDICAL EVALUATION
Lee County Port Authority
Aircraft Rescue & Fire Fighting Department

COMPANY NAME:

Lee County Port Authority
 Human Resources Department
 Attn: HIPPA OFFICER
 11000 Terminal Access Road
 Fort Myers, FL 33913

SERVICES: Annual Physical Exam compliant with NFPA 1582

REPORTING PROCEDURES: 48-72 hour ppd read conducted by department will be sent to physician and HIPPA Officer.

If ppd read in positive, please do CXR if needed and notify the HIPPA Officer at 590-4530 and make sure a work status report is filled out and sent to the HIPPA Officer.

Physical exam results will be sent to the HIPPA Officer.

FORMS: Client to bring completed Medical History statement form if this is their first visit, and they all bring a Consent to release work status report form. (Physical cannot be completed without signed consent form)

Comprehensive Physical Exam	
<i>Physical Exam (NFPA 1582)</i>	Annually
Vision (Titmus)	Annually
Hearing Exam	Annually
Skin cancer assessment	Annually
Personal Consultation with review of testing results	Annually
<i>Cardio Pulmonary Assessment</i>	
Echocardiogram (Heart Ultrasound)	Annually
Resting EKG	Annually
Treadmill Stress Test with EKG	Annually
Carotid Arteries Ultrasound	Annually
Aortic Aneurysm Ultrasound	Annually
Pulmonary Function Test	Annually
<i>Cancer and Disease Assessment</i>	
Thyroid Ultrasound	Annually
Liver, Pancreas, Gall Bladder, Spleen, & Kidney Ultrasounds	Annually
Bladder Ultrasound	Annually
Pelvic Ultrasound for Women (external, Ovaries and Uterus)	Annually
Testicular Ultrasound for Men	Annually
Prostate Ultrasound for Men	Annually

Blood and Laboratory Tests	
Hemoccult Test	Annually
Urinalysis	Annually
Lipid Panel	Annually
Diabetes Tests (Hemoglobin A1C and Glucose)	Annually
Complete Blood Count	Annually
Comprehensive Metabolic Panel	Annually
Thyroid Panel	Annually
Testosterone, Total (men)	Annually
PSA (men)	Annually
CA-125 (women)	Annually
Fitness Program (NFPA 1582 Guidelines)	
Fitness and Agility Evaluation	Annually
Body Composition Analysis	Annually
Stretching/Flexibility/Endurance Analysis	Annually
Nutrition and Diet Recommendations	Annually
Personal Fitness Recommendations	Annually
Medical Clearances	
OSHA Respirator Medical Clearance	Annually
Firefighter Medical Clearance	Annually

Additional Tests	
Chest X-Ray with Radiologist review	Every Three Years
Urine Drug Screen, DOT 10 Panel	Annually
Hepatitis A, B, or C test each	One Time
Hepatitis Vaccines each shot (A=2 shot series, B=3 shot series)	One Time
Hep B Titers (as needed)	One time or as needed
HIV	Voluntary (if requested)
Cholinestrase and Heavy Metals (Hazmat)	Annually
Tetnus/DP	Every 5 Years
Quantiferon Gold (TB Blood Test)	Annually

Article 39. OVERTIME

Overtime for employees in the bargaining unit shall be defined as all hours worked in excess of hours defined by FLSA. For purposes of calculating overtime, in addition to time actually worked, vacation leave, birthday, and time off to vote will be counted as hours worked.

Section 39.01

Overtime hours worked shall be paid at 1.0 or 1.5 times the employee's hourly pay rate based on FLSA, and the language described in Section 39.01

Employees shall accumulate overtime in ¼ hour increments, rounded up except in the following instances.

1. For emergency need overtime, employees shall accumulate a 3-hours minimum of overtime.
2. An employee being called in to work prior to the start of their shift shall be paid in ¼ hour increments, rounded back. Having an assigned run number has no effect on this type of recall.

Section 39.02

When responding to an emergency reimbursable by State or Federal aid, hours worked will be defined by State or Federal standards or those hours that correspond to an employee's normal shift.

Section 39.03

Employees can work no more than seventy-two (72) consecutive hours without being followed by a minimum of twelve (12) hours off-duty.

Section 39.04

The overtime procedure and other applicable parts of the overtime process is contained in General Order 302 Overtime, which can be amended through mutual consent of the parties, at any time.

Section 39.05

If the Authority's needs are not filled using the procedures in General Order 302 Overtime, the ARFF Technician will take any additional steps to ensure the overtime needs of the AUTHORITY are being met. These additional steps shall include forcing employees to work the overtime utilizing the lowest overtime list rank employee, meeting the AUTHORITY'S needs, and that they have been able to contact during the overtime procedure.

The ARFF Technician must keep the OIC informed on the overtime progress.

Failure of the Overtime Procedure shall be defined as any time the ARFF Technician reports to Management that they are unable to fill the overtime needs of the AUTHORITY. At this point the AUTHORITY is free to use any means necessary to fill the AUTHORITY'S overtime needs, to include the use of shift personnel to make phone calls and hook employees that are fit for duty.

Section 39.06

During required Federal Aviation Administration (FAA) Part 139 live fire training the employees will be paid for all time spent traveling from Station 92 to the city of the training, completing the training, and traveling back to Station 92. The only exception would be regular scheduled duty days when the employee would be paid no less than his/her regularly scheduled work hours.

Article 40. STATIONS AND POST

Section 40.01

The AUTHORITY shall provide and maintain fixtures, equipment, and supplies at the fire stations.

The AUTHORITY agrees to maintain or replace all existing items at all locations. These items can be altered or substituted with mutual consent of the Fire Chief and DVP, or their designee.

Section 40.02

The UNION shall clean and inspect all of the equipment assigned to ARFF. All carpet and chairs with fabric shall be cleaned annually and pest control services shall be provided by the AUTHORITY.

Minor maintenance of items by the UNION is encouraged if the employee is able.

Section 40.03

The senior ARFF personnel assigned to either Station or Post shall be responsible to ensure that all daily assignments are completed to the satisfaction of the shift officer and to make recommendations of discipline for those failing to carry out assignments in an acceptable manner. These daily assignments include, but are not limited to, checking all entries into department database (excluding reviewing patient medical information on run sheets), checklist, any type leave request, inventory forms, station cleaning, and apparatus inspection and cleaning.

Article 41. SAVINGS CLAUSE

Section 41.01

If any article or section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Article 42. TERM OF AGREEMENT


This Agreement shall be effective October 1, 2019 upon ratification by both parties. This agreement shall continue in full effect from year to year unless amended in the manner hereinafter provided, and shall expire at midnight, the 30th day of September 2022.

Either party wishing to amend this Agreement shall notify the other party in writing by February 1 and shall include the Article to be opened, or the new Article to be proposed. During the first and second years of the contract (2020 and 2021), each side may open up to one Article in addition to Article 17. Article 17, Pay Plan shall be open February 2020 and February 2021.

If the parties do not reach an agreement by the Agreement expiration date, the existing terms and conditions shall continue until a new agreement is reached or the impasse is resolved. Negotiation shall commence within thirty (30) calendar days of the notification.

IN WITNESS WHEREOF, the parties have set their signatures this ___ day of _____, A.D. 2019.

FOR THE AUTHORITY:



Jeff A. Mulder,
Executive Director



Gary E. Duncan,
Deputy Executive Director - Aviation




Tracy W. Young,
Fire Chief

FOR THE UNION:



J.P. Duncan
Local 1826 President



Henry Garcia,
Local 1826 District 10 Vice President

Ratified by the bargaining unit this 1st day of AUGUST, 2019.



(Signature)

Henry GARCIA D-10 DUP

(Name/Title)

Ratified by the Lee County Board of Port Commissioners this ___ day of _____, 20__.

(Signature)

(Chairman or Vice Chairman)

ATTEST:
Linda Doggett, Clerk

By: _____
(Deputy Clerk)

Approved as to form for the Reliance of Lee County Port Authority Only:

By: _____
Office of Port Attorney



BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|---|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve the first amendment to Collective Bargaining Agreement between the Lee County Port Authority and the Teamsters Local Union No. 79, amending Article-32 Wages.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: October 1, 2019 – September 30, 2020</p> <p>4. WHAT ACTION ACCOMPLISHES: Approval of the first amendment to Collective Bargaining Agreement between the Lee County Port Authority and the Teamsters Local Union No. 79, amending Article-32 Wages.</p> | <p>5. CATEGORY: 7.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/20/2019</p> <p>7. BoPC MEETING DATE: 9/5/2019</p> |
|--|---|

- | | |
|---|---|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Gary Duncan</u></p> <p>DIV. <u>Aviation</u></p> |
|---|---|

10. BACKGROUND:

In January of 2017, the Florida Public Employee Relations Commission certified the Teamsters Local Union No. 79 as the exclusive collective bargaining unit to represent the Lee County Port Authority police officers and security agents. The current, three year collective bargaining agreement was ratified by the Board on November 8, 2018. This year a total of four (4) negotiation meetings were held beginning on April 30, 2019 and ending on August 7, 2019 when a final agreement was reached. The collective bargaining unit members voted and ratified the agreement on August 14, 2019.

Article 32: Wages, stipulates a one-time economic opener may be negotiated for year two (2) and year three (3) of the agreement. LCPA and union members negotiated a 4.2% wage increase for all collective bargaining unit members proportional to the same percentage increase non-bargaining unit members will be afforded this upcoming year, pending Board approval. Additionally, LCPA staff and union members agreed to implement a Training Incentive Program that offers security agents the opportunity to earn up to an additional \$1.00 per hour by completing a series of voluntary professional training modules. During negotiations, the parties also tentatively agreed to negotiate a similar type of Training Incentive Program for police officers during year three (3) of the current agreement.

- Attachments:
- (1) Exhibit-A; Article 32.04(E) Wages
 - (2) Exhibit-B; Training Incentive Program Modules – Security Agents

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Gary E. Duncan</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

- | | |
|--|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (7-0)
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|--|---|

Background (continued)

- (3) Teamsters Ratification Sheet
- (4) Memorandum of Agreement

Port Authority Counter-Proposal to Union Proposal No. 1

ARTICLE 32. WAGES

Section 32.04

E. For fiscal year 2019-2020, bargaining unit employees who were hired prior to October 1, 2019, and are employed on October 1, 2019, or after this amendment has been ratified by all parties, whichever is later, will receive a 4.2% salary adjustment beginning in the first full pay period following October 1, 2019, or the first full pay period after this amendment has been ratified by all parties, whichever is later. This proposal is contingent upon the approval by the Board of Port Commissioners and will not be submitted for ratification by the AUTHORITY until the Board of Port Commissioners has approved the budget for the fiscal year 2019-2020. If the Board of Port Commissioners does not approve a budget with a merit increase scale of 0-5% for the non-bargaining unit employees, then this tentative agreement will be withdrawn and the parties will continue negotiations of the one-time economic reopener of Article 32.04(E) for the salary adjustment for the bargaining unit employees for the fiscal year 2019-2020.

Authority TA/Date

SD

Authority's Proposal 5-30-2019

Union TA/Date

JMS 8/7/19

(NOT COMPLETE T/A)

Training Modules for Security Agents

The AUTHORITY has created certain voluntary training modules for Security Agents, effective October 1, 2019. If the Police Chief determines that a Security Agent has satisfactorily completed one or more of the following modules, the Security Agent shall receive the following additional compensation:

I. MODULE A

<u>Course</u>	<u>Course Creator</u>	<u>Additional Compensation</u>
ISC 100, Introduction to Incident Command System	Federal Emergency Management Institute, National Incident Management System	\$0.20 per hour
ISC 200, ICS for Single Resources and Initial Action Incidents	Federal Emergency Management Institute, National Incident Management System	

II. MODULE B

<u>Course</u>	<u>Course Creator</u>	<u>Additional Compensation</u>
732 Traffic Control Officer for Civilians	Criminal Justice Standards and Training Commission, Florida Department of Law Enforcement	\$0.30 per hour
1132 Parking Enforcement Specialist for Civilians	Criminal Justice Standards and Training Commission, Florida Department of Law Enforcement	
Conflict Resolution and De-Escalation	Lee County Port Authority	

III. MODULE C

<u>Course</u>	<u>Course Creator</u>	<u>Additional Compensation</u>
Guest First Customer Service Training Program, First, Our Guest Basics	Lee County Visitor & Convention Bureau	\$0.50 per hour
Guest First Customer Service Training Program, Do You Hear What I See? (Impressions)	Lee County Visitor & Convention Bureau	
Guest First Customer Service Training Program, If You Think You Can, You Can!	Lee County Visitor & Convention Bureau	
Guest First Customer	Lee County Visitor & Convention	

Authority TA/Date

[Signature] 6/18/19

Union TA/Date

[Signature] 6/18/19
(NOT A COMPLETE TIA)

Authority's Proposal 4-30-2019

Service Training Program, Resolving Less Than Perfect Situations	Bureau	
Guest First Customer Service Training Program, Let's Look Inside (Internal Relationships)	Lee County Visitor & Convention Bureau	
Guest First Customer Service Training Program, The Icing on the Cake (Providing Exceptional Service)	Lee County Visitor & Convention Bureau	
Guest First Customer Service Training Program, Bridging Generations	Lee County Visitor & Convention Bureau	
Successful Completion of the Certified Guest Service Professional Examination	Lee County Visitor & Convention Bureau	

If one or more of the courses are no longer available or the title of the course has changed for a particular module, the Police Chief in his or her discretion may substitute another course created by the same course creator, which, in the Police Chief's determination, encompasses the same or similar educational objectives. Upon completion of a module or after the effective date of this provision, whichever is later, the Security Agent shall provide a written request for the incentive(s) pay along with the official grade or certificate for the courses in the module to the Police Chief or his or her designee. The Police Chief will make the determination as to whether the Security Agent has satisfactorily completed the module. All courses or other requirements in a module must be satisfactorily completed before the Security Agent will be eligible for the incentive compensation. If the Police Chief determines that the Security Agent has satisfactorily completed the module, the Police Chief or his or her designee shall provide the appropriate notification and the additional compensation will be processed on the next available payroll period as determined by Human Resources.

This provision will be effective on October 1, 2019, or after this provision has been ratified by all parties, whichever is later. Under no circumstances will any Security Agent be entitled to retroactive pay under this provision.

Authority TA/Date SD 6/18/19

Authority's Proposal 4-30-2019

Union TA/Date JMS 6/18/19

(NOT A COMPLETE T/A)

MEMORANDUM OF AGREEMENT

LEE COUNTY PORT AUTHORITY

AND

TEAMSTERS LOCAL UNION NO. 79

The parties to this Memorandum of Agreement (“MOA”) agree as follows:

1. This MOA is entered into effective this 1st day of October, 2019, by and between Lee County Port Authority (Authority) and Teamsters Local Union No. 79 (Union).
2. The Authority and the Union agree that, in accordance with Article 36, the collective bargaining agreement made and entered on October 1, 2018, shall be amended as follows:

- a. Article 32.04(E) shall be amended as set forth in the attached Exhibit A.
- b. Article 32.04(F) shall be amended as follows:


For the fiscal year 2020-2021, by April 1, 2020, either party shall give written notice of its request to bargain (1) a salary adjustment for the bargaining unit employees for the 2020-2021 fiscal year and/or (2) incentive pay for police officers for completing voluntary training or obtaining voluntary certifications. A written proposal shall be provided by the requesting party by April 30, 2020. This is a one-time economic reopener of only Article 32.04(F) for the 2020-2021 fiscal year. No other articles shall be reopened without the mutual agreement of the parties.

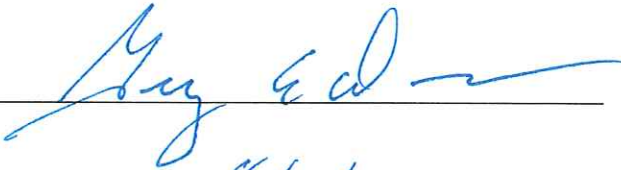
- c. Article 32.07 shall be added as set forth in the attached Exhibit B.
3. No other provisions of the collective bargaining agreement are amended by this Memorandum of Agreement.

IN WITNESS WHEREOF, the parties have set their signatures this ___ day of October, 2019.

TEAMSTERS LOCAL UNION NO. 79

LEE COUNTY PORT AUTHORITY

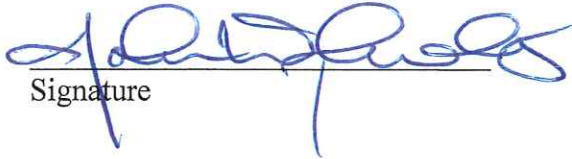




Date: 8/14/19

Date: 8/12/19

Ratified by the bargaining unit, this 14th day of AUGUST, 2019.


Signature

John Sholtes, Trustee/Business Agent

Ratified by the Lee County Board of Port Commissioners, this _____ day of _____, 2019.

ATTEST: Linda Doggett, Clerk

BOARD OF PORT COMMISSIONERS OF
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair or Vice Chair

Approved as to Form for the Reliance of
Lee County Port Authority Only:

By: _____
Office of Port Attorney

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board award RFB 19-12, Operation, Management and Maintenance of a Rental Car Fueling System at Southwest Florida International Airport to Fuel Facility Management, Inc., the lowest, most responsive, responsible bidder.
2. **FUNDING SOURCE:** General Operating Revenues collected during the normal operations of the SWFIA, Account WJ5422941200.503490.
3. **TERM:** October 1, 2019 – September 30, 2023
4. **WHAT ACTION ACCOMPLISHES:** Establishes a Management Agreement with a qualified fuel system operator for the management and operation of the Rent-A-Car fueling system for a four year fixed annual management fee.

5. **CATEGORY:** 8.
Consent Agenda

6. **ASMC MEETING DATE:** 8/20/2019

7. **BoPC MEETING DATE:** 9/5/2019

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

NAME Gary Duncan

DIV. Aviation

10. BACKGROUND:

On April 3, 2019, the Lee County Port Authority advertised RFB 19-12, Operation, Management and Maintenance of the Rental Car Fueling System at Southwest Florida International Airport with Airport Council International – North America, Florida Airport Council, Airport Minority Council and through Public Purchase. Bid packages were delivered to ten (10) prospective firms, and two (2) responses were received on May 2, 2019. Of the two respondents, Swissport Fueling, Inc. was initially selected as the lowest, most responsive, responsible bidder. Shortly following the June ASMC meeting, Swissport Fueling, Inc. retracted their bid due to a substantial miscalculation of the non-reimbursable insurance costs as part of their proposed management fee. The only other respondent to the RFB was Fuel Facility Management, Inc.

Fuel Facility Management, Inc. was subsequently selected as the lowest, most responsive, responsible bidder. The management agreement provides for the operation, management and maintenance of the airport's consolidated Rent-A-Car (RAC) fueling system, consisting of six (6) 25,000 gallon fuel tanks with bulk fuel delivery, an inventory reporting system, forty-eight (48) duplex fuel pumps and associated fuel system distribution and leak detection systems. In addition, the operator is responsible for aligning and completing environmental compliance requirements as necessary and authorized.

The Authority will reimburse Fuel Facility Management, Inc. (FFM) for all direct costs associated with personnel and operating expenses as approved in the annual budget. The operator will be paid a fixed management fee for overhead

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Gary E. Duncan</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED **X (7-0)**
 APPROVED as AMENDED
 DENIED
 OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

and profit of \$210,000.00 during the first year of the contract and \$192,000.00 per year for each of the three (3) remaining years of the contract. All monthly expenses related to the consolidated rental car fueling system are directly reimbursed to the Authority by the participating on-airport rental car agencies based on their proportional use of the fueling system, in accordance with their On-Airport Rent-A-Car Concessionaire Agreements.

If approved, the management agreement will have an initial term of four (4) years beginning October 1, 2019, with options for up to two (2) additional two-year extension terms at the discretion of the Authority. The operator will be compensated for authorized services consistent with the applicable contract rates and the approved operating budget.

Attachment:

- (1) Tab Sheet
- (2) Master RFB
- (3) Winning Proposer
- (4) Management Agreement

LEE COUNTY PORT AUTHORITY
 BID TABULATION SHEET

RFB 19-12, OPERATION, MANAGEMENT AND MAINTENANCE OF A
 RENTAL CAR FUELING SYSTEM FOR
 SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
 MAY 2, 2019 – 2:00 P.M.

Firm Name And Address	Fuel Facility Management Inc PO Box 21013 Ft. Lauderdale, FL 33335 (561) 662-0305	Swissport Fueling, Inc. 45025 Aviation Drive Dulles, VA 20166 (703) 742-4338
One (1) Original, one (1) identical electronic copy on Flash Drive	Yes	Yes
Form 2 - Official Bid Form	Yes	Yes
Contract Year 1	\$210,000.00	\$54,000.00
Contract Year 2	\$192,000.00	\$56,000.00
Contract Year 3	\$192,000.00	\$58,000.00
Contract Year 4	\$192,000.00	\$60,000.00
Total Annual Management Fees for Contract Years. 1,2,3, and 4	\$786,000.00	\$228,000.00
Form 1 - Bidders Certification	Yes	Yes
Form 3 - Lobbying Affidavit	Yes	Yes
Form 4 - Public Entity Crimes	Yes	Yes
Form 5 – Bidder’s Scrutinized Companies Certification	Yes	Yes
Form 6 – Local Preference Affidavit	Yes	Yes
Form 7 – Professional References	Yes	Yes
Form 8 – Bid Bond	Yes	Yes
Financial Statements (Part C-11, B)	Yes	Yes
Experience Requirements (Part C-12)	Yes	Yes
Insurance Certificate	Yes	Yes
Copies of Licenses	Yes	Yes
Transition Plan	Yes	Yes



**11000 Terminal Access Road
Suite 8671
Fort Myers, Florida 33913**

**REQUEST FOR BIDS
(RFB)**

RFB #19-12

FOR

**OPERATION, MANAGEMENT, AND MAINTENANCE OF THE
RENTAL CAR FUELING SYSTEM AT
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT**

DATED: April 3, 2019

PURCHASING OFFICE

Melissa M. Wendel, CPPO, Purchasing Manager
Toni Elias, Sr. Purchasing Agent

TELEPHONE: (239) 590-4558
FAX NUMBER: (239) 590-4539

SUBMITTALS DUE: May 2, 2019, TIME: 2:00 P.M., LOCAL TIME



PART A – GENERAL INFORMATION AND CONDITIONS

DOCUMENT NO: RFB #19-12

BID OPENING: THURSDAY, MAY 2, 2019, 2:00 P.M., CONFERENCE ROOM, THIRD (3RD) FLOOR, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FL 33913-8899

LEGAL NOTICE TO BIDDERS

NOTICE IS HEREBY given that sealed bids will be received by the LEE COUNTY PORT AUTHORITY, sometimes referred to hereafter as "Port Authority," "Authority," or "Owner." Opening of the Bids will occur immediately thereafter in a Conference Room on the third (3rd) Floor. The Lee County Port Authority reserves the right to extend the time and date of the Bid Opening in its sole discretion, when deemed to be in the best interest of the Authority.

1. INSTRUCTIONS TO BIDDERS

1.1 DELIVERY OF BIDS

- (a) **The delivery of the bid to the Lee County Port Authority prior to the deadline is solely and strictly the responsibility of the Bidder. The deadline for delivery of all bids is 2:00 p.m., local time, May 2, 2019. One (1) original and one (1) electronic copy in PDF format as a single file on a USB flash/travel drive of bid shall be delivered. *The original submittal will govern over USB flash/travel drive.* All bids must be sealed and marked: **RFB #19-12 Operation, Management, and Maintenance of the Rental Car Fueling System at Southwest Florida International Airport.** All bids must be delivered to the LEE COUNTY PORT AUTHORITY, PURCHASING OFFICE, third (3RD) FLOOR, SOUTHWEST FLORIDA INTERNATIONAL AIRPORT, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FLORIDA 33913-8899.**
- (b) Electronically submitted or faxed bids will not be considered.
- (c) For informational purposes, the Bidder is advised that the United States Postal Service and even Express Mail Services may not deliver your bid in a timely manner.

Bidders are cautioned to plan necessary delivery time accordingly.

- (d) The delivery of said bid to the Lee County Port Authority (LCPA) - Purchasing Office prior to the time stated in the previous section is solely and strictly the responsibility of the bidder. The Authority Purchasing Office will not be responsible for delays caused by any delivery services that may be used or for any other reason. The Bidder is hereby directed to cause delivery of their bid prior to the bid opening time. The bid delivery deadline will be scrupulously observed.

Any bid received after the bid opening time will not be considered.



1.2 INQUIRIES/RESULTS

Except during a scheduled prebid meeting, the Authority will not respond to oral inquiries concerning this RFB. Bidders may submit written, faxed, or email inquiries regarding this RFB addressed to the Lee County Port Authority, Attn: Toni Elias, Sr. Purchasing Agent, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913-8899, via fax: (239) 590-4539, or email: taelias@flylcpa.com. The Authority may choose not to respond to written or faxed or email inquiries received after 2:00 pm, local time, on April 12, 2019.

The Authority utilizes Public Purchase to distribute information/specifications/addenda/results. Interested firms may register to receive this information free of charge by registering at <https://www.publicpurchase.com/gems/register/vendor/register>; by contacting Public Purchase Vendor Support at (801) 932-7000; by accessing the electronic link available from the Authority's website www.flylcpa.com; or, by calling the Purchasing Office at (239) 590-4556. It is the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Office to determine if addenda to this RFB have been issued and, if so, acknowledging and incorporating them into their bid. All results concerning this Request for Bids will be posted via Public Purchase or by calling the Purchasing Office.

1.3 NON-MANDATORY PREBID MEETING

A Non-Mandatory Prebid Meeting is scheduled for April 10, 2019, at 10:00 a.m., local time, at Southwest Florida International Airport, Wright Brothers Conference Room, third floor, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913-8899. The purpose of the non-mandatory prebid meeting will be to discuss the requirements and objectives of this RFB; to answer any questions potential bidders may have about the RFB; and, to answer any general questions about the Lee County Port Authority and Southwest Florida International Airport. At the non-mandatory prebid meeting, the Authority will attempt to answer all questions received, reserving the right, however, to answer any question in writing in a subsequent addendum to the RFB. In order to conduct these meetings as expeditiously and efficiently as possible, it is requested that all prebid questions be sent to the Purchasing Representative identified on the cover of this document at least three (3) days prior to the meeting to allow staff time to research the questions prior to the meeting.

1.4 COST OF PREPARATION

The cost of preparing a bid in response to this RFB shall be borne entirely by the bidder.

2. AMERICANS WITH DISABILITIES ACT NOTICE

The Lee County Port Authority will not discriminate against individuals with disabilities. Any person needing special accommodations for attendance at a public bid opening or prebid meeting should contact Toni Elias, Sr. Purchasing Agent, Lee County Port Authority, Purchasing Office, taelias@flylcpa.com, telephone (239) 590-4558, or fax (239) 590-4539 at least seven (7) days before the meeting.

3. NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Act of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor/Consultant must assure that *"no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity"*, and in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.



The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

4. GENERAL CIVIL RIGHTS CLAUSE

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the successful bidder and its subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

5. SUBMITTAL OF BIDS

5.1 Submitted bids shall be sealed in an envelope marked "Sealed Bid"; identified by the name and address of the firm bidding; project name; bid number; and the date and time of bid opening. Bids are to be accompanied by one (1) original and one (1) identical electronic copy in PDF format as a single file on a USB flash/travel drive of the following:

- Form 1 – Bidder's Certification
- Form 2 – Official Bid Form
- Form 3 – Lobbying Affidavit
- Form 4 – Public Entity Crimes Form
- Form 5 – Bidder's Scrutinized Companies Certification
- Form 6 – Local Vendor Preference Affidavit
- Form 7 – Professional References
- Form 8 – Bid Bond
- Form 9 – Optional Form – No Bid Submission
- Financial Statements (Part C-11, B)
- Experience Requirements (Part C-12)

5.2 All bidders must include copies of all licenses (mechanical, occupational, etc.) required by Lee County and the State of Florida to perform the duties required in this bid.

5.3 Bidders contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other Florida business entity in good standing or is a foreign corporation or other business entity which has registered and is authorized to do business in the State of Florida.

5.4 The Lee County Port Authority shall not be responsible for any cost incurred by any bidder in the preparation of these bid documents or bid.

5.5 All blanks on the bid forms must be completed in ink or by typewriter.

5.6 Where bid documents have erasures or corrections, such erasures or corrections must be initialed in ink by the bidder.

5.7 In the case of unit price contracts, if an error occurs in the extension of an item, the unit price will prevail.



- 5.8 The Lee County Port Authority reserves the right to purchase directly, various materials, supplies, and equipment that may be a part of this contract.
- 5.9 The Lee County Port Authority may cancel the contract upon giving thirty (30) days written notice to the bidder at its discretion.
- 5.10 Information and materials received by the Port Authority shall be deemed to be public records subject to public inspection upon the issuance of a notice of intent to award, recommendation for award, or thirty (30) days after bid opening, whichever occurs first. However, certain exemptions to the public records laws are statutorily provided for in Section 119.07. If the bidder/Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Bidder/Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The Port Authority's determination of whether an exemption applies shall be final.
- 5.11 All bidders are notified and acknowledge by submitting a response to this request for bids that the provisions of Section 119.071(3) (b) Florida Statutes (2005), may apply to this project. Generally, the law exempts building plans, blueprints, schematic drawings, and diagrams depicting the internal layout and structural elements of a public building or structure from the Florida Public Records law. To the extent the law applies to this project, bidders agree to treat all such information as confidential and not to disclose it without prior written consent of the Authority.
- 5.12 The Lee County Port Authority is generally a tax-exempt entity, subject to the provisions of the Florida Statutes regarding sales tax. The successful bidder shall be responsible for complying with the Florida sales and use tax law as it may apply. The amount(s) of compensation set forth in the contract, or in any change orders authorized pursuant to this contract, shall be understood and agreed to include any and all Florida sales and use tax payment obligations required by Florida law of the successful bidder and all subcontractors or materials suppliers engaged by the successful bidder.
- 5.13 Pursuant to Section 119.0701, to the extent Bidder is acting on behalf of the Authority, successful bidder must keep and maintain all records required by the Authority to perform the services described herein. The information and data managed as part of providing the services may be public record in accordance with Chapter 119, Florida Statutes. Bidder agrees, prior to providing services, that it will implement policies and procedures to maintain, secure, retain, and produce public records in accordance with applicable law. Bidders also must ensure that public records that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by law. Further, upon request from the Authority's custodian of public records, the successful bidder shall provide the Authority with a copy of the requested records or allow the records to be inspected and copied within a reasonable time and at a cost that does not exceed the costs set forth in Chapter 119 Florida Statutes.

6. EXAMINATION OF SPECIFICATIONS:

Each bidder is required, before submitting a bid, to be thoroughly familiar with the specifications contained herein. No additional allowances will be made because of lack of knowledge of these specifications. Bidders shall fill in all information requested on the bid form.

7. DISQUALIFICATION

7.1 CONSIDERATION OF QUALIFICATIONS

The Lee County Port Authority reserves the right to reject, at its sole discretion, before or after opening, any bids that are determined to be nonresponsive or if the evidence submitted by the bidder or an investigation of the qualifications and/or experience of the bidder fails to satisfy the Authority



that such bidder is sufficiently qualified or experienced to provide the goods or services required or carry out the obligations as required in this Request for Bids.

The Lee County Port Authority, at its sole discretion, reserves the right to waive irregularities and technicalities and to request additional information and documentation and may consider any bid that is not prepared and submitted in strict accordance with the provisions of this Request for Bids. Lee County Port Authority also reserves the right to reject all bids in response to the Request for Bids, in its sole discretion.

7.2 AUTOMATIC DISQUALIFICATION

A bidder shall be disqualified from consideration for award of an agreement under this Request for Bids, for any of the following reasons:

- Failure to submit bidder's certification with bid submittal
- Lobbying the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Port Authority Request for Bids
- Collusion with the intent to defraud or other illegal practices upon the part of any firm submitting a bid
- Being on the Convicted Vendors List
- Being on any Scrutinized Companies List or otherwise ineligible to submit a bid to provide services under Section 287.135, Florida Statutes
- Not being properly licensed by the State of Florida or Lee County prior to submitting a bid.
- Not being registered to do business in the State of Florida prior to submitting a bid

The Authority, at its sole discretion, may request clarification or additional information to determine a bidder's responsiveness.

8. SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES

Notwithstanding any provision to the contrary, the Authority will have the option to immediately terminate any resulting Agreement, in the exercise of its sole discretion, if successful Bidder is found to have submitted a false certification under Section 287.135(5) F.S. or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Section 215.473 Florida Statutes; is engaged in business operations in Cuba or Syria; or, has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

The Bidder certifies, by submission of the certification attached as Form 5, that it is not listed on any Scrutinized Companies Lists described above; is not engaged in business operations in Cuba or Syria; is not engaged in a boycott of Israel and is not barred from submitting a bid or proposal under Section 287.135, Florida Statutes.

9. LOCAL VENDOR PREFERENCE

It is the intent of the Board of Port Commissioners to establish an optional preference for local firms when facts and circumstances warrant that the Authority may grant such a preference. It is not the intent of the Board of Port Commissioners to prohibit, exclude, or discourage persons, firms, businesses, or corporations that are non-local from providing goods and services to the Authority as part of this bid process. All potential respondents, Authority staff, and the Airports Special Management Committee should be advised



that the Board of Port Commissioners encourages award of contracts to local firms, consultants, contractors, and providers when possible to foster the economic growth of the local community.

In an effort to achieve the goals outlined above, the Board of Port Commissioners may give preference to local contractors and vendors that submit pricing within three percent (3%) of the lowest responsive, responsible competitive bid or quote total price (base bid plus Authority selected alternates) in accordance with Lee County Ordinance No. 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.

10. INSURANCE

All bidders should furnish proof of acceptable insurance as outlined in this section. A copy of the bidder’s current insurance certificate or a statement from the bidder’s insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the bid. Each bidder shall provide evidence of its ability to furnish the minimum insurance coverage either under existing policies or by virtue of a specific project policy, with deductible limits acceptable to the Lee County Port Authority.

The successful bidder (referred to below as the “Operator”) shall carry minimum limits of insurance no less than the following requirements. Unless otherwise approved in advance, limits of liability carried by any subcontractors to the Operator shall be the same as required of Operator.

- A. Commercial General Liability Insurance and Umbrella Liability Insurance which shall include liability arising from independent contractors and contractual liability.

Bodily Injury/Property Damage	\$ 2,000,000 Each Occurrence
Products/Completed Operation	\$ 2,000,000 Each Occurrence
Personal Injury and Advertising Injury	\$ 2,000,000 Each Occurrence
General Aggregate	\$ 5,000,000 Annually
Excess Liability	\$10,000,000 Annually
Fire Legal Liability	\$ 2,000,000
Medical Payments	\$ 50,000
Employee Dishonesty and Fidelity	\$ 1,000,000

The Lee County Port Authority shall be named as an additional insured on the General Liability policy. The Operator’s insurance will be primary and include a waiver of subrogation, in favor or the Authority.

The Operator will be responsible for acts or omissions arising out of the operations of any subcontractor, independent contractor or material supplier providing services or materials at the Operator’s direction. The Operator will furnish the Authority’s Risk Manager with a list of all subcontractors and independent contractors prior to the beginning work on Authority property or for the benefit of the Authority. The Operator shall require and ensure that all subcontractors and independent contractors carry insurance as required of the Operator.

Any work performed Airside will require a minimum of \$5,000,000 in liability coverage. The insurance provided will include coverage for all parties employed by the Operator. At the discretion of the Authority, all insurance limits may be reevaluated and increased or decreased at the sole direction and at any time during the term of the agreement.



B. Auto Liability Insurance

Operator shall carry a Business Auto Policy, which includes contractual liability, with a Bodily Injury and Property Damage Limit not less than \$5,000,000 each accident during the term of the agreement. Such coverage shall cover liability arising out of the use of any automobile (including owned, hired, and non-owned autos). The Lee County Port Authority shall be an additional insured on the Business Auto policy. A waiver of subrogation, in favor or the Authority, is required for this coverage.

C. Contractor’s Pollution and Environmental Liability \$ 5,000,000

The Lee County Port Authority shall be named as an additional insured or certificate holder on all coverages except workers compensation.

D. Professional Liability (as appropriate) \$2,000,000 Each Occurrence/Aggregate

E. Workers Compensation

Worker's Compensation and Employer's Liability insurance in an amount required by Florida state law. Employers Liability limits of at least the following are required:

Per Employee	\$ 1,000,000
Per Employee	\$ 1,000,000 (Disease)
Policy Limit	\$ 1,000,000 (Disease)

A waiver of subrogation, in favor or the Authority, is required for this coverage. The Certificate will note any exempt employees.

The costs associated with the insurance requirements as set forth above, shall be the responsibility of the Operator and should be included as an overhead expense in the Operator’s Management Fee, as bid.

An insurance certificate on an approved form is required from the successful firm in the amounts stated above. The form must be properly executed and submitted by the insurance company and successful bidder within fifteen (15) days after notification of the Lee County Port Authority Board of Port Commissioners' approval to award the agreement.

The appointed insurance agent or carrier for each of the coverages listed above shall be duly licensed to provide coverage and honor claims within Florida. The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory; a waiver of subrogation in favor of the Authority will also be required. **The Lee County Port Authority shall be named as an additional insured on each policy.**

Bidder shall send a copy of their certificate of insurance with Lee County Port Authority as certificate holder to the Authority’s Risk Management Department at riskmanagement@flylcpa.com within five (5) days of Intend Decision letter.

11. RIGHT TO PROTEST

Any bidder affected adversely by an intended decision with respect to the award of any bid shall file, with the Lee County Port Authority Purchasing Office, a written notice of intent to file a protest not later than



forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) after receipt of the notice of the intended decision with respect to a bid award. In those instances where the bidder with the lowest price is not selected, the same time frame to file a protest shall apply. For the purpose of computation, the initial notice of intent to file a protest shall be received by the Purchasing Manager, not later than four o'clock (4:00) p.m., on the second working day following the day of receipt of notice of intended decision.

The initial notice of intent to file a protest shall state the basis of the protest and clearly indicate that its purpose is to serve as the initial notice of intent to file a bid protest. Failure to so clearly indicate bidder's intent shall constitute a waiver of the right to seek any remedy provided under the bid protest procedure.

The formal, written protest must be filed within five (5) Authority workdays after the date of filing of the initial notice of intent to file protest.

Details regarding the bid protest policy are contained within the Lee County Port Authority Purchasing Manual, which is available for inspection and/or copying at the Authority's Purchasing Office, 11000 Terminal Access Road, Suite 8671, 3rd Floor, Fort Myers, Florida, 33913, telephone (239) 590-4558.

Failure to follow the Bid Protest Procedure requirements or to adhere to the time frames prescribed in the Purchasing Manual as established by Authority shall constitute a waiver of your protest and any resulting claims.

12. PAYMENT

The accepted bid price for the scope of work as set forth in the resulting contract, if any, will be paid to the successful bidder, after completion and acceptance of the work and upon receipt of the successful bidder's proper and accurate invoice. All invoices, to include purchase order number, shall be submitted to Lee County Finance Department, PO Box 2463, Fort Myers, Florida, 33902.

13. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

If mutually agreeable to the bidder, other governmental entities may desire to utilize, i.e., piggyback, this agreement subject to the rules and regulations of that governmental entity. The Lee County Port Authority accepts no responsibility for other agreements entered into utilizing this method.

14. COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

For contracts which are financed in whole or in part by Federal or State grant funds, all requirements set forth in the grant documents or in the law, rules, and regulations governing the grant, including federal or state cost principles, shall be satisfied. To the extent that they differ from those of the Authority, the cost principles of the grantor shall be used.

15. METHOD OF AWARD

The award shall be made to the lowest, responsive, and responsible bidder having the lowest total price for all four (4) years of service. Prices submitted shall include costs for providing all labor, equipment and/or materials for the provision of turnkey services delivered in accordance with all specifications and requirements as listed herein. Bidders must submit a bid all four years of the contract for their bid to be considered responsive.

16. NONEXCLUSIVITY OF AGREEMENT

The selected bidder understands and agrees that any resulting contractual relationship is nonexclusive and the Lee County Port Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Authority.

17. WITHDRAWAL OR REVISION OF BIDS

A bidder may withdraw or revise a bid (by withdrawal of one (1) bid and submission of another) provided



that the bidder's request for withdrawal is received by the Lee County Port Authority in writing before the time specified for opening bids. Revised bids must be received prior to the date and time of the bid opening at the place specified.

18. PUBLIC OPENING OF BIDS

Bids shall be opened, and read publicly at the time and place specified in the advertisement or request for bids. The Authority reserves the right to extend this date and time at their sole discretion. Bidders, their authorized agents and other interested persons are invited to attend the bid opening. Bids that have been properly withdrawn (by written request) prior to the scheduled opening time or received after the time specified for opening bids shall be returned to the bidder unopened.

19. REJECTION OF BIDS

The Lee County Port Authority, in its sole discretion, reserves the right to reject any or all bids; accept or reject any or all alternates; waive technicalities, if such waiver, in the sole judgment of the Authority, is in the best interest of the Authority and conforms to applicable state and local laws or regulations pertaining to the letting of contracts; advertise for new bids; to make inquiries and request clarifications of any bid; or, proceed with the work otherwise. All such actions shall promote the best interests of the Authority.

20. AWARD OF MANAGEMENT AGREEMENT

After consideration and evaluation of all bids received, a Notice of Intent to Award may be made to the lowest responsible bidder(s) whose bid(s) is responsive to the request for bids and whose qualifications indicate the award will be in the best interests of the Authority, in its' sole discretion. No award will be made until the Authority has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the bidder to furnish the required services in accord with the agreement to the satisfaction of the Authority and within the time prescribed. The Authority reserves the right to reject the bid of any bidder who does not pass such investigation to its' satisfaction.

After the Notice of Intent to Award is issued, the recommendation for award of the agreement will be forwarded to the Airports Special Management Committee and/or the Lee County Board of Port Commissioners for approval.

21. EXECUTION OF THE MANAGEMENT AGREEMENT

After the bid award is approved by the Lee County Board of Port Commissioners, the successful bidder(s) shall execute and return the Management Agreement within fifteen (15) calendar days from the date the bid is awarded. **The successful bidder will be expected to execute the Management Agreement in substantially the form attached, unless amended during the bid process and prior to the opening of bids.** Failure of the successful bidder to execute the Management Agreement within fifteen (15) calendar days from the date of bid award shall be just cause for cancellation of the award and forfeiture of the bid bond.

Upon receipt of the agreement executed by the successful bidder, the Authority shall complete the execution of the agreement in accordance with local laws or ordinances, and return one fully executed original agreement, along with the bid bond, to the successful bidder. Delivery of the fully executed agreement to the successful bidder shall constitute the Authority's approval to be bound by the successful bidder's bid and the terms of the Management Agreement.

Until the Authority's final execution and delivery of the Agreement, the Authority reserves the right to reject any or all bids, to waive technicalities, and to advertise for new bids, or to proceed to do the work otherwise when the best interests of the Authority will be promoted. The Authority reserves the right to cancel the award without incurring liability to the bidder (except the return of bid bond if appropriate) at any time before an agreement has been fully executed by all parties and is approved by the Authority.



PART B – SPECIAL INSTRUCTIONS AND REQUIREMENTS

All bidders shall carefully review the bid documents to become familiar with the requirements and to review all forms addressed below.

1. **Bid Bond or Other Security**: Bidders must submit a bid bond, certified check, or cashier's check payable to the Lee County Port Authority Board of Port Commissioners, in a dollar amount representing not less than five percent (5%) of the total amount bid for four years or for the average of four years, as the case may be to execute the work described herein with their bid.
2. **Performance Guaranty**: A performance bond, letter of credit, or a cashier's check, payable to the Lee County Port Authority Board of Port Commissioners, shall be provided in the amount of two hundred and fifty thousand dollars (\$250,000) within fifteen (15) calendar days from the date of written notice of award. The performance guaranty assures that the Provider will promptly complete the work in accordance with the terms of the Management Agreement.
3. **Payment Guaranty**: A separate payment bond, letter of credit, or a cashier's check, payable to the Lee County Port Authority Board of Port Commissioners, shall be provided in the amount of twenty-five thousand dollars (\$25,000) within fifteen (15) calendar days from the date of written notice of award. The payment guaranty assures that the Provider will promptly pay in full all bills and accounts for materials and labor used in the completion of the work.
4. **Hold Harmless and Indemnification**: Bidder agrees by the signing of this document by an authorized party or agent to indemnify, hold harmless and defend Owner and Lee County, Florida and their respective commissioners, officers, agents, and anyone directly or indirectly employed by either of them, from and against any and all claims, injuries, liabilities, damages, demands, losses, costs or actions, either at law or in equity, including, but not limited to court costs and reasonable attorney's fees, that may be made or brought at any time in the future by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, due to any negligence, wrongful conduct, or intentional act or omission, or based on any act of fraud or defalcation of the bidder and persons employed or utilized by the bidder in the performance of any Management Agreement awarded under this Request for Bids.
5. **Air Operations Area (AOA) Security Maintenance**: Employees of the Operator or its subcontractors who must work full or part time within the Air Operations Area (AOA) at Southwest Florida International Airport must qualify for and obtain airport-issued identification badges which must be worn at all times while within the AOA. Badges shall be worn on outer, uppermost garments so as to be clearly visible in order to distinguish, on site, employees assigned to the Operator. Badges shall be issued individually. Drivers of delivery or hauling vehicles will not require badges but must be under the escort of a properly badged employee.
6. **Term**: Services under the anticipated Management Agreement will commence on or about October 1, 2019. The term of the Management Agreement will be for a four (4) year term with an option reserved to the Authority to extend the term of the agreement for two (2) additional two-year renewal periods by notifying the Operator in writing at least thirty (30) days in advance of the expiration date of the initial term or any extension term. Extension of the Agreement for the first and second renewal periods will be based upon the same terms and conditions, and shall be at the sole discretion of the Authority.



PART C – PROJECT INFORMATION AND REQUIREMENTS

GENERAL CONDITIONS

1. Background

The Southwest Florida International Airport is a rapidly expanding medium hub commercial service airport serving Southwest Florida, to include the counties of Lee, Charlotte, Collier, Glades and Hendry. The airport currently accommodates international airline passenger service to Canada and Germany, as well as a large number of domestic destinations. The complex consists of a state of the art airline passenger terminal in excess of 760,000 square feet, aircraft apron and taxiways, rental car service facilities including a fuel storage tank farm, piping, and Quick Turn Around (QTA) areas equipped with common-use fueling islands and support facilities, 2-level access roadway system, and a 3-level parking garage and surface parking lots.

The Lee County Port Authority (Authority) is party to an On-Airport Rent-A-Car Concession Agreement (“Rent-A-Car Concession Agreement,” as may be amended or replaced during the term of the Management Agreement) between the Authority and the on-airport rental car agencies (collectively, the “Fueling Companies”) as they now exist, and as their number may be added to, or deleted from, or as merged or consolidated from time-to-time. Pursuant to this Rent-A-Car Concession Agreement, the Fueling Companies have the right to use the Rental Car Fueling System (or “Fueling System,” as hereinafter defined) as constructed by the Authority as part of the terminal complex referenced above. The Authority is obligated under the Rent-A-Car Concession Agreement to operate and maintain the common-use Fueling System.

Accordingly, the Authority is requesting competitive sealed Bids from properly licensed, qualified, insured, and experienced fueling system operators to enter into a Management Agreement to perform Operation, Management, and Maintenance of the Rental Car Fueling System at Southwest Florida International Airport. The Authority’s goal in awarding this Bid is to achieve the highest standards of service for multiple customer-based common use fueling system operation, management, and maintenance services in the aviation and rental car industry at the lowest overall cost to the Authority.

2. Definitions

- A. Addendum or Addenda - means any interpretation, revision or addition to this Request for Bids (RFB) which may be issued in the form of a written Addendum by the Authority.
- B. Airport - means Southwest Florida International Airport, located in Lee County, Florida, with a Federal Aviation Administration three-letter identifier of RSW.
- C. Annual Operating Budget - means the annual budget for maintaining, operating and managing the Rental Car Fueling System for each Contract Year of the Management Agreement. The budget shall include a detailed projection of monthly total fuel consumption and deliveries as well as Operator’s allowable operating expenses.
- D. Authority, Port Authority or Owner - means the Lee County Port Authority as the governing body of the Southwest Florida International Airport.
- E. Bid - means the document requested by the Authority and submitted by the Bidder in accordance with the requirements of this Request for Bids (RFB).



- F. Bidder - means the individual or business entity submitting a response to this RFB.
- G. Commencement Date - means the anticipated date for commencing operations under the Management Agreement at the Airport, October 1, 2019.
- H. Contract Year - means the period beginning on the Commencement Date and ending September 30, 2020 (contract year one) and continuing each twelve-month period thereafter, until the date of expiration or termination of the Management Agreement, as may be amended or extended.
- I. County - means Lee County, a political subdivision of the State of Florida.
- J. Expansion to Rental Car Fueling System - means any additions, modifications, enhancements, or adjustments that the Authority determines to be required for the Rental Car Fueling System or Fueling System.
- K. Extraordinary Cost - means a non-recurring expenditure or obligation that: (1) is not part of the normal and regular ongoing expense of operating the Fueling System; and (2) is not financed in such a way as to be discharged by level monthly payments spread over a period of more than twelve (12) months.
- L. Fueling System Charge - means the monthly charge payable to the Authority by the Fueling Companies for the Fueling Companies' use of the Rental Car Fueling System pursuant to Article 5, Section 5.1(4) of the Rent-a-Car Concession Agreement, as may be amended, extended, renumbered, or revised.
- M. Gallon - means a U.S. gallon.
- N. Gallonage - means the total number of Gallons of Gasoline (or related product, as approved) dispensed from the Fueling Companies' designated QTA area dispensers at the airport during the relevant period. The Gallonage of each Fueling Company will be the total of all Gasoline dispensed from each respective Fueling Companies' QTA area dispenser(s) at the Airport during the relevant period.
- O. Gasoline - means the Gallonage of a Fueling Company for the previous month or the stated month or series of months under consideration.
- P. Management Agreement or Agreement - means the Management Agreement between the Authority and the Operator for the non-exclusive right, privilege and obligation to operate, manage, and maintain the Rental Car Fueling System at the Airport.
- Q. Management Fee - shall mean the monthly fee paid to the Operator by the Authority as compensation for the operation, management, and maintenance of the Rental Car Fueling System at Southwest Florida International Airport, as defined and described herein.
- R. Minimum Qualifications - means the minimum standards that have been established by the Authority which the Bidder must satisfy for its Bid to be considered responsive.
- S. Monthly Gallonage - means the Gallonage of a Fueling Company for the previous month or the stated month or series of months under consideration.



- T. Operating Expenses - means all direct expenses, without markup, relating to the direct local operation, management, and maintenance of the Rental Car Fueling System at Southwest Florida International Airport, as defined and described herein.
- U. Operations and Procedures Manual or Manual - means the procedures and standards for the operation, management, and maintenance of the Rental Car Fueling System at the Airport as prepared by the Operator and approved by the Authority's Contract Manger.
- V. Operator – means the person or legal entity that pursuant to this Request for Bids is selected by the Authority as the Operator and enters into the Management Agreement with the Authority to provide for the operation, management, and maintenance of the Rental Car Fueling System at the Airport as described herein.
- W. Other Products - means any other material stored in or put through the Fueling System for use in connection with the use of rental car automobile fueling services under this Management Agreement.
- X. Party - means any firm, partnership, corporation, government body, or other legal entity.
- Y. Rental Car Fueling System (or Fueling System) - means a system for storing and transporting unleaded gasoline (or such other fuel or fuels as may be approved by the Authority in writing), consisting of six (6) 25,000 gallon fuel tanks (150,000 gallons total capacity), Pneumercator for bulk fuel storage and inventory and system status reporting, bulk delivery unloading and fill port station, FuelMaster automated fuel monitoring and reporting system, 48 twin-hose (96 dispensing hoses) duplex fuel pumps with breakaway retractable hoses, and associated double-walled piping with low-point leak detection system linking the fuel farm with the fuel island(s) in the Fueling Companies' respective QTA fueling areas, as well as certain other equipment, improvements and/or appurtenances thereon or as described herein, or as otherwise may be added, subtracted, modified, enhanced, or placed in stock to support the Fueling System on the Airport, and as described herein and in the attached **Exhibit "C."**
- Z. Reimbursable Expenses - means all approved, budgeted Operating Expenses incurred by the Operator in the operation, management, and maintenance of the Rental Car Fueling System at the Airport, as specifically set forth in the Management Agreement, as well as other expenses not provided for in the Annual Operating Budget, to include major system repair or capital improvement projects, but which are specifically approved in advance and in writing, by the Authority. Reimbursable expenses are separate from and in addition to the Management Fee.

3. Management Agreement

The Authority intends to enter into a Management Agreement with the Operator that is substantially similar in terms and conditions to the draft Agreement attached as **Exhibit "B"** to this Request for Bids (RFB). The Authority reserves the unilateral right to revise the draft Agreement as it deems appropriate to reflect this RFB, any Addenda, and the selected Operator's Bid. By entering into the Agreement, the Authority will appoint the Operator to perform services related to the operation, management, and maintenance of the Rental Car Fueling System as specified below and therein and the Operator agrees to accept this appointment, subject to and in accordance with the terms and conditions of the Agreement. Moreover, the Agreement is subject to the terms of the Rent-A-Car Concession Agreement, as may be amended, extended, or revised.



The term of the Management Agreement is anticipated to be for four (4) years with an option to extend the Agreement on the same terms and conditions for two (2) additional 2-year terms at the sole discretion of the Authority. The Authority will decide whether to exercise its option to extend the Agreement no later than one hundred twenty (120) days prior to the end of the initial or any subsequent term and will notify the Operator in writing of its decision at that time.

4. Management Fee

As compensation for the services performed under the Management Agreement, the Authority shall pay Operator, during the initial term of this Agreement, and for any extension period, a fixed annual Management Fee, as submitted in the Bid schedule, for Operator's services. The Management Fees submitted shall be held firm for their respective individual contract years as reflected in the Bid Schedule.

Premiums for all insurances required herein are to be considered as an overhead expense and included as part of the Operator's comprehensive Management Fee.

5. Termination

The Management Agreement may be terminated by the Authority at its convenience, or due to the fault of the Operator, by giving thirty (30) days written notice to Operator. The Operator may request that the Management Agreement be terminated by submitting a written notice to the Authority dated not less than one hundred twenty (120) calendar days prior to the requested termination date, and state the reason for such a request. The Authority reserves the right to accept, or not accept, the termination request submitted by the Operator, and no such termination request submitted by the Operator shall become effective until the Operator is notified, in writing, by the Authority of its acceptance.

6. Assignment and Subcontracting

The Operator shall not assign or subcontract its obligations or rights hereunder to any party, company, partnership, corporation, or person without the prior written consent of the Authority. The Authority may terminate the Management Agreement immediately if the Operator assigns or subcontracts any work without prior written approval of the Authority.

7. Transition Plan

The Bidder who is awarded the Management Agreement shall be required to provide supervisory personnel, corporate transition staff, training staff, and any other critical employees, equipment, expertise and resources necessary to ensure a smooth transition and fully operational and uninterrupted services from the current Operator. It is expected that the successful bidder shall execute its transition plan on-site no later than September 10, 2019, or as otherwise specified in the Management Agreement, in order to ensure full commencement of Management Agreement operations on October 1, 2019.

Each Bidder must submit a transition plan as part of their Bid describing how they plan to commence operations and ensure a smooth transition of the operation, management, and maintenance of the Rental Car Fueling System to be performed under the Management Agreement from the current Operator to the successful Bidder's operations. Such plan shall consist of a schedule that describes how the Bidder will manage challenges the Bidder anticipates might be encountered in order to begin operations by the Commencement Date, and shall include the time period for the hiring of employees; scheduling of planned regular interface with the Authority; acquisition of required safety, logistical, and support



equipment; acquisition of necessary tools and diagnostic equipment; setup and commissioning of an on-airport administrative office with properly integrated information system hardware, software and ancillary equipment, communications equipment, and resources; training relating to new and existing equipment, including all aspects of the Rental Car Fueling System as described above and in related drawings, installation documents, software licenses, and OEM manuals; procurement, delivery, inventory, activation, installation, and/or storage of materials and equipment; testing and activation of the FuelMaster fuel inventory and Pneumercator tank monitoring systems; preparation and implementation of operations and procedures manuals; airport security badging and AOA driving training and certifications for Operator personnel; sizing and ordering of uniforms; issuance of keys/codes and site tours. Bidder must also identify any other components of the transition plan that are not specifically listed in this section.

The Authority shall not reimburse the Operator for startup and/or transition costs related to the commencement of operations under the Management Agreement. Any anticipated startup and/or transition expenses shall be considered overhead and incorporated into the Operator’s Annual Management Fee(s).

8. Historical Data

A. Historic passenger and aircraft data for the Airport can be obtained by accessing the Airport website at <http://www.flylcpa.com/> and selecting Stats and Reports, from the About LCPA pull down menu, Monthly Statistics, which identify in detail by month and year total passengers, total enplanements, total deplanements, and total aircraft movements, etc., at the airport.

Data from Calendar Year 2018 is as follows:

1)	RSW Total Passengers for CY 2018	9,373,178
2)	RSW Total Enplaned Passengers for CY 2018	4,719,468
3)	RSW Total Deplaned Passengers for CY 2018	4,653,610
4)	RSW Total Aircraft Movements for CY 2018	81,520

The Authority’s budget operates on a fiscal year (FY) beginning October 1 and ending September 30 each year. Projected total passengers are as follows:

1)	RSW Projected Total Passengers for FY 18/19	9,574,182
2)	RSW Projected Total Passengers for FY 19/20	9,765,666
3)	RSW Projected Total Passengers for FY 20/21	9,960,979
4)	RSW Projected Total Passengers for FY 21/22	10,160,198

B. Historic information regarding the On-Airport Rental Car (RAC) Companies’ Total Combined Gross Revenues (TCGR) for activities at the Southwest Florida International Airport (RSW) from FY 2013-2014 to FY 2018-2019 (as applicable) are as follows:

1)	RSW RAC TCGR FY 2013-2014	\$ 183,324,729
2)	RSW RAC TCGR FY 2014-2015	\$ 190,680,594
3)	RSW RAC TCGR FY 2015-2016	\$ 183,529,678
4)	RSW RAC TCGR FY 2016-2017	\$ 187,572,361
5)	RSW RAC TCGR FY 2017-2018	\$ 196,632,781
6)	RSW RAC TCGR FY 2018-2019	\$ 193,130,503



- C. A detailed breakdown of the historical data for fuel consumption from the Rental Car Fueling System, by Fueling Company, as well as fuel delivered to the system, is attached as **Exhibit “A”** to this Request for Bids.

9. Rental Car Fueling System and Facilities Information

Commercial airline passenger and rental car service activities involving use of the common-use Rental Car Fueling System commenced on September 9, 2005. The common use Rental Car Fueling System consists of, but is not limited to, the following items, components, and facilities:

- Six (6) individual 25,000 gallon Phoenix Fuel Tanks (150,000 gallons total capacity)
- Oil-water separators
- Pneumercator for bulk fuel storage inventory and system status reporting
- Bulk fuel delivery unloading pad and fill port station
- FuelMaster® automated fuel dispensing, monitoring, and reporting system
- Forty-eight (48) Atlas 9853 KXTW1 twin hose (96 dispensing hoses, two per dispenser) fuel pump dispensers with breakaway retractable hoses (installed 2017-2019)
- Emergency fuel shutoff systems (tank farm, each fueling island [for that island], each QTA Building [entire system], and each QTA electrical vault)
- Associated fuel system piping with low point leak detection monitoring sensors
- Eight (8) sump points connected with the Pneumercator between the tank farm/QTAs

The six (6) 25,000 gallon fuel storage tanks are double-walled with interstitial sensors. The tanks and double-walled fiberglass piping system are not currently equipped with cathodic leak detection. There is an oil water separator in the offload area which is closed via a Krueger valve during offload operations. A Safe Drain (American Flow Control Series 2500 Resilient Wedge Gate Valve) has been installed for the tertiary cementous tank farm containment structure, along with ductile piping connectivity to a secured Post Indicator Valve (PIV) for releasing non-contaminated water from the basin catchment area.

The six (6) fuel storage tanks have each been painted within the last four years, both internally and externally, and each tank has also had a ten-year ‘out-of-service’ cleaning and inspection process performed, to include magna-flux leakage scanning and surface repairs as necessary. The system fuel consumption tracking and reporting system consists of the FuelMaster® 2500 Systems Operations (Version 7.5x FM-11, Copyright 1989 Syn-Tech Systems, Inc., P.O. Box 5258, Tallahassee, FL 32314).

Graphical illustrations and diagrams of the Rental Car Fueling System, Rental Car Fuel Storage Tank Farm, and Rental Car Company Quick Turn Around (QTAs) Fueling Areas, and ancillary system components and related items are attached in a series labeled **Exhibit “C”** to this Request for Bids, detailed as follows:

- 1) Drawing 1 Rental Car Fueling System – Overview
- 2) Drawing 2 Rental Car Fueling System – Storage Tank System
- 3) Drawing 3 Rental Car Fueling System – Quick-Turn-Around Fueling Areas

10. Operational Requirements and Operating Space

- A. The Operator shall be required to furnish regular on-site and on-call response operation, management, and maintenance services for the Rental Car Fueling System twenty-four (24) hours



per day, seven (7) days per week, three hundred sixty-five (365) days per year, with an intent to provide for continuous on-site coverage a minimum average of twelve (12) hours per day, staffing levels permitting, plus a demonstrable ability to provide a properly qualified and approved technician/mechanic to the airport within sixty (60) minutes of a request for immediate service for off-hours, or within fifteen (15) minutes for calls occurring at staffed times.

- B. The Authority will furnish operating and break room space for Operator and Operator's employees at the terminal, as illustrated in Exhibit D, or other similar space as appropriate. Operator agrees to keep all assigned spaces clean and neat at all times and comply with all applicable regulations, codes, permits and airport regulations relating to material storage. The Operator is responsible for any repairs to the assigned space(s) caused by its employees, agents, guests, or invitees resulting from Operator's use of the space(s) as determined by the Authority. The Operator shall obtain prior written permission from the Authority, and shall comply with the Authority's Leasehold Development Standards prior to performing any structural improvements, modification, or alterations to the assigned space(s). Operator's employees in uniform are prohibited from loitering in the terminal while on breaks or when not actually engaged in performing work. Smoking is prohibited in the terminal or on the aircraft operating ramp, except in such locations as are specifically designated.
- C. Any space provided to the Operator is provided "as-is" condition. Upon termination of the Agreement, all spaces shall be returned to the Authority in the same condition as when received, less reasonable wear and tear.
- D. The Authority will furnish, at the Authority's cost and expense, all utility services generally available in the terminal and required by the Operator to perform its obligations and functions under the Management Agreement. Telephone and computer internet services will be furnished at the Operator's direct expense, but will be considered as reimbursable in the operating budget, as applicable.
- E. The Operator's office shall include all appropriate furnishings and administrative support equipment, to include: telephone/fax and related communications capabilities, properly integrated information system hardware, software, printer, and ancillary equipment, with compatible word processing and spreadsheet software, internet access and centralized e-mail, with connectivity and operating system support for the FuelMaster® fuel inventory reporting and Pneumercator tank monitoring systems; administrative records maintenance files and storage; immediate adjacent vehicle parking; storage and easy access of system OEM manuals, vendor information, records, schematics, and drawings; storage and support capabilities for required and industry-standard equipment, tools, materials, and system support resources; and sufficient space for all administrative support functions. Except for equipment or materials identified specifically herein or in the reimbursable definitions in the Management Agreement, the above furnishings, administrative support and logistical items must be furnished by the Operator at no additional charge to the Authority, except as may be specifically approved.
- F. If the space(s) assigned in **Exhibit D** or otherwise assigned herein are needed by the Authority for other purposes, the Authority reserves the right to require the Operator to relocate to similarly outfitted space(s) on the premises, as determined appropriate by the Authority. The Operator shall be responsible for relocating all of Operator's equipment, materials and any personal items within ten (10) days of receiving notification from the Authority and shall do so at no cost to the Authority, except for additional labor expense outside of normal coverage period for staff activities directly related to the relocation at reimbursable amounts as approved in advance by the Authority.



- G. Operator shall adequately secure keys, key cards, cipher lock combinations, ID badges and/or other entry devices furnished by the Authority, as approved. Operator shall maintain a confidential record of the key numbers for all Authority issued keys to its employees. Operator shall not duplicate and shall not allow such items to be duplicated, and shall immediately report and such item(s) that are lost, missing or stolen to the Authority. Operator will be responsible for the cost of any lost or stolen keys, and the cost of changing any locks or keys.
- H. In the event that space becomes unavailable within the airport, the Operator will be responsible for relocating its to office space off-site to meet the conditions as stated above in Section 10.E. In addition, said space must be located within a fifteen (15) minute response time to the Rental Car Fueling System Fuel Farm and QTAs, and must be approved in advance by the Authority. Only after consent of the Authority may the Operator's lease expenses be added to Operator's Reimbursable Fees in the operating budget.
- I. The Authority, it's agents or employees will have the right to enter the Operator's established office facility, either on or off-airport, during normal operating hours and accompanied by the Operator's designated employees, to perform inspections of Authority-furnished equipment, or to audit and review contact-related documents, to include, but not necessarily limited to contract files, inventory and fuel consumption reports, preventative and repair maintenance service records, or related information. Such records shall be considered the property of the Authority for purposes of Management Agreement, and access to the premises shall be accommodated at all reasonable times, or at any time in case of emergency; or, if an Authority-owned space, to inspect, make repairs, perform custodial or other maintenance services, and/or to exhibit the premises to prospective tenants.

11. Qualifications of Bidders

- A. The Authority requires that all those submitting Bids possess certain qualifications and experience to ensure expert management and a superior quality operation. In addition to attaining the highest level of service, expertise and experience available, the Authority seeks to establish a strong, sound and mutually beneficial relationship with a customer service-oriented organization.
- B. The Authority reserves the right to conduct any investigation it deems necessary to determine the ability of any bidder to perform the work and services requested. Upon request by the Authority, bidder shall provide all such information requested to the Authority. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting principles and certified by an independent CPA. The Authority may also verify Bidders availability of equipment and personnel; and past performance records.

In addition, the Bidder shall submit with its Bid, a statement of Bidder's credit standing satisfactory to the Authority in the form of one (1) of the following:

- 1) A bank letter of recommendation
- 2) A current credit report
- 3) A Dun and Bradstreet report



The Bidder shall further certify that in the 12-month period immediately preceding its Bid submittal an annual gross income of at least \$1,000,000 from existing agreements directly furnish operation, management, and maintenance of aviation or vehicle fueling systems at commercial service airports or at similar facilities involving operations at least as complex as those specified herein.

- C. The Operator shall, for at least the past year, have and maintain Environmental Compliance and Structural Integrity Systems or related specialty departments dedicated to managing and planning environmental and structural compliance inspection, corrosion analysis, remediation and enhancement programs within their corporate or business structure consistent with the services requested herein. Such department(s) shall consist of full time, qualified, and experienced individuals dedicated to developing and implementing comprehensive fueling system environmental and structural planning and compliance programs at airports or similar complex facilities.

12. Minimum Experience Requirement

In order to be considered by the Authority, a Bidder shall have a minimum of five (5) years of continuous successful experience in operating, managing, and maintaining aircraft and/or vehicle fueling or related systems in the United States at a medium-hub or larger commercial service airport, to include experience in the operation, management, and maintenance of multiple fuel storage tanks, to include receiving of bulk fuel deliveries and properly documenting, testing, maintaining, and auditing fuel inventories. The Bidder shall identify a minimum of one (1) commercial service airports or similar complex common-use fueling facilities where they furnish services at least as complex as those specified herein.

The Bidder shall furnish in its Bid the name, address, contact person and telephone number, e-mail address of a minimum of at least two (2) references where the Bidder has operated, managed, and maintained successful continuous or on-call (24/7) aircraft and/or vehicle or related fueling systems at least as complex as those requested at the Southwest Florida International Airport during the prior five (5) years.

The Bidder shall submit with its Bid, the name, title, qualifications and experience of the anticipated resident Supervisor and Technician who will have dedicated and continuous day-to-day on-site and on-call supervisory and operational responsibility for the services requested in this Request for Bids and the subsequent Management Agreement.

The proposed Supervisor shall have prior experience of at least three (3) years, and the Technician shall have at least two (2) years of experience in the operation, management, and maintenance of aircraft and/or vehicle or similar fueling facilities, including experience with automated fuel inventory management systems, or an equivalent level of education and relevant experience as determined appropriate by the Authority.

Furthermore, the Bidder shall submit the name, title, qualifications of an anticipated Regional Manager, with minimum of four (4) years of experience with aircraft and/or vehicle or similar fueling and/or ground handling facilities, whose involvement will not require full time or on-site involvement in the day-to-day operations, but rather require at least weekly status updates with the assigned site Supervisor and at least monthly site visits, and responsibility for overall management oversight and operational



responsibilities and authority for the services requested in this Request for Bids and the subsequent Agreement.

Any expenses related to the required involvement of the Regional Manager for this operation, to include staff time and travel, as required herein shall be included as a part of the Operator's Management Fee.

13. Organizational Chart

The Bidder shall include with its Bid an organizational chart, including the Bidder's corporate, regional, proposed regional and local management and supervisory structures, as well as the associated environmental and structural support resources.

14. Operating Expense Budget

Under the Management Agreement, the Operator will furnish and perform operation, management, and maintenance of the Rental Car Fueling System herein or as otherwise, from time to time, may be directed by the Authority, for a fixed level of compensation. The collective Rental Car Companies will compensate their designated bulk fuel shippers and/or suppliers directly, as scheduled and coordinated by the Operator, and the Authority shall, at their sole determination and discretion, approve and fund operating and extraordinary expenses associated with activities and services furnished and performed under the Management Agreement. In addition, Operator will report and remit weekly and monthly fuel delivery and consumption reports, itemized by rental car agency, for fuel delivered and consumed through the Rental Car Fueling System in a prescribed time frame and manner.

Operator shall annually prepare and submit, in coordination with the Authority's Contract Manager, a proposed Annual Operating Budget, which shall be reviewed and adjusted as appropriate by the Authority and Operator as a means of monitoring and controlling expenses of Operator, and to measure performance under the Management Agreement. The Annual Operating Budget will be subject to Authority approval as will any unbudgeted, project, and/or extraordinary expenditures that might arise during the course of the budget year, to include personnel expenses, including, but not limited to, wages, payroll taxes, workers' compensation, health care program for full-time, direct, resident, and permanent employees (40 hour work week), benefits, new/revised or reduced positions, and overall staffing levels.

The proposed Annual Operating Budget shall coincide with the Authority's fiscal year (October 1 through September 30), as may be revised by the Authority's Contract Manager at any time during the funding year and will require the written approval of the Authority. Operator shall invoice the Authority the annual Management Fee in equal monthly installments, as bid, through a request for payment, accompanied by the corresponding monthly financial statements and year-to-date financial statements showing actual year-to-date performance against budget. The Authority will reimburse the Operator for direct operating expenses, as provided for in the Management Agreement; however, in no event shall expenses exceed the approved Annual Operating Budget for each respective line item without the prior written permission of the Authority. Reimbursable and non-reimbursable operating expenses will be further described in the Management Agreement.

The Operator shall furnish true and accurate monthly reports, with appropriate supporting invoices and related documentation, to include certified payroll records, as determined appropriate by listing the items and amounts paid by the Operator. Such reports shall be on forms that are acceptable to the Authority and are to be included with Operator's monthly invoice and request for reimbursement, as requested and verified by the Operator's Corporate Account Representative, Controller or CFO, produced by



automated accounting and payroll systems (source documents) prepared and submitted by the Operator's corporate office. As noted in the Management Agreement, the Authority shall not be required to make any reimbursement to the Operator for any such month until such reports are submitted.

15. Confidential Security Programs

Operator acknowledges that the Southwest Florida International Airport Security Plans and other critical operational and security initiatives and materials are confidential and exempt from disclosure as public records under Section 331.22 and 281.301 Florida Statutes. Operator agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the Authority's prior written consent, any information regarding the Airport security system or the contents of the Airport security plan or any other sensitive security or operational material or information concerning the services provided by the Operator under the Management Agreement, and shall require all of its employees, agents, and subcontractors to comply with the provisions of this paragraph.

16. Regulated Area Security Maintenance

Employees of the Operator or subcontractor who must work full or part time within the Secured Area Security Identification Display Area (SIDA) or the Air Operations Area (AOA) at Southwest Florida International Airport must qualify for and obtain appropriate Airport-issued identification badges, which must be worn at all times while within the aforementioned areas.

Airport-issued identification badges must be worn and displayed above the waist on the outermost garment being worn so as to be clearly visible in order to distinguish, on site, employees assigned to a particular vendor and the employee's Regulated Area access level. Identification badges are issued individually, and may not be shared with any other person. Airport-issued identification badges are the property of the Lee County Port Authority, and must be returned at the end of the Management Agreement or end of Operator or any employee's work duties at Southwest Florida International Airport, whichever comes first. Drivers of delivery or hauling vehicles are not required to obtain Airport-issued photo identification badges, but all airport escort rules apply.

The Operator and/or subcontractor(s), as applicable, shall be required to complete Signatory Authority training through the Aviation and Security Department's Access Control Office for the purpose of the following:

- A. They will be responsible for any persons in their employment including subcontractors and their employees, and material suppliers.
- B. The Airport does not issue temporary identification badges in the event an employee leaves their Airport-issued ID at home or loses it. Employees who have been issued airport ID, but are not in possession of the ID, are not eligible for escort into any Regulated Area of the airport.
- C. Any Operator and/or subcontractor(s) employee not in transit, who is outside of their assigned work area, shall be removed from that area. The Operator or subcontractor may not be permitted to utilize that individual for any further work on Airport property, as determined by the Authority.
- D. Any badged employee of the Operator and/or subcontractors that causes a security violation to occur shall be required to comply with any corrective actions as determined by the Authority. Failure to do so may result in revocation of that employees' access. Additionally, any Operator



and/or subcontractor employee that causes a violation that results in a fine or civil penalty issued by the Transportation Security Administration, the Federal Aviation Administration, or the U.S. Customs and Border Patrol, shall be responsible for the payment of the fine or civil penalty. The Operator shall be jointly responsible for the payment of any fine or civil penalty assessed, and the Management Agreement may be subject to termination.

- E. Operator and/or subcontractors are responsible for control of ID badges issued to their employees. Employees who quit or are terminated must return their ID badges to their respective supervisor or to the Airport's Access Control Office. If the ID is turned over to the employee's supervisor, the supervisor must turn the ID over to the Access Control Office within twenty-four (24) hours. It shall be the Operator and/or subcontractors' responsibility to notify the Airport Communications Center immediately at the moment of awareness of any employee whose employment was terminated or who terminated their employment. The Airport Communications Center can be reached on a twenty-four hour a day, seven day a week basis at (239) 590-4810. The Operator and/or subcontractors is also responsible for submitting a letter, on company letterhead, regarding the status of the employee. The letter is to be directed to the Access Control Office and is to be submitted within twenty-four hours of the termination.
- F. The Operator and subcontractors may be required to obtain additional access privileges and ID badge accreditations to work in the Federal Inspection Station (FIS), including the In-Transit Lounge (ITL). This access and the conditions and requirements thereof are administered directly by the U.S. Customs and Border Patrol at the Southwest Florida International Airport. The direct cost of any bonding required for access to the FIS shall be reimbursed by the Authority, without markup, upon receipt of evidence satisfactory to the Authority for payment of said bond(s).

17. AOA Vehicle and Driving Requirements

Any Operator or subcontractor personnel that require airside apron driving privileges shall be required to attend and pass the Non-Movement driving course provided through the Access Control Office prior to driving company vehicles on the AOA (Air Operations Area). All applicable Operator/contractor or subcontractor vehicles that will be utilized on the AOA of the Airport must display a valid AOA permit. AOA vehicle permits for properly licensed and insured Operator/contractor or subcontractor vehicles are available through the Airport Operations and Safety Department.

18. Examination of the Site

Prospective Bidders are solely responsible for examining the site(s) and verifying all information in this Request for Bids and all site conditions. All Bidders shall take into consideration all such conditions as may affect the work under the Management Agreement.

19. Observations by the Authority's Representatives

Authority or its' designee will conduct on-site observation and monitoring at its' discretion. The Authority, or its authorized representative may inspect, monitor or review any particular area or Operator personnel, as well as contract associated employee schedule and time and attendance records, and at times and periods as determined necessary and appropriate. Operator's personnel shall comply and cooperate with the Authority's representative or designees performing such observations and monitoring.



20. Auditable Books and Records

The Operator shall maintain auditable records concerning the operation adequate to account for all receipts and expenditures, to include payroll registers (source document), employee-specific manual or electronic time cards, payroll taxes and insurance documents, health care plan records to include payment confirmation to the insuring agency or broker, and related personnel expenses, in order to document compliance with the contract specifications. The Operator shall also maintain all books, documents, inventory reports (fuel, parts and materials, and tools and equipment), and accounting records and other evidence pertaining to the goods and services provided under the Management Agreement, and make such materials available at its offices at all reasonable times. These records shall be kept in accordance with generally accepted accounting methods, and the Authority reserves the right to determine the record-keeping methods in the event of nonconformity. Copies of said records will be furnished by the Operator if requested. These records shall be maintained for seven (7) years (and as required by Federal or State law and/or regulations) after expiration or termination of the Management Agreement and shall be readily available for inspection with reasonable notice.

21. Compliance with All Laws

The Operator is required to be familiar with and agrees to observe and comply with all federal, state and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

22. Uniforms

Operator's employees shall be in uniforms or other identifying standardized clothing, presenting a neat and professional appearance at all times when on duty, clearly identifying the name of the company and of the employee on the front of the uniform. Any equipment, protective apparel, or product application devices used must also present a neat and professional appearance.

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PART D – PROJECT OPERATIONAL SCOPE OF SERVICES

1. Scope of Services

The Operator shall be required to operate, manage, and maintain a Rental Car Fueling System at the Southwest Florida International Airport, furnishing the highest level of customer service to the rental car agencies at the Airport. The operation, management, and maintenance of the Fueling System shall be conducted at all times in a manner that is approved by the Authority.

To ensure this level of service is realized, each Bidder shall submit with their Bid a summary Operation, Management, and Maintenance Plan which will be evaluated based on the quality of operating, management, and maintenance procedures with respect to a functional task operating program, facility maintenance program, quality control program, inventory management program, employee training programs, and related processes.

Operator's scope of services will include, but not be limited to, the core elements as described in this Request for Bids and all other duties as specified in the Management Agreement. The successful Operator shall operate, manage, and maintain a Rental Car Fueling System in accordance with a comprehensive written Operations and Procedures Manual, to be approved by the Authority, detailing the plans for the day-to-day operations of the proposed services to include contingency plans. The Operation and Procedures Manual shall be submitted to the Authority for approval thirty (30) days prior to the Commencement Date.

In addition to those services to be provided by the Operator pursuant to the other provisions of this Request for Bids, the Management Agreement, or the Rent-A-Car Concession Agreement, the following services shall be furnished at the Airport by the Operator on behalf of the Authority in accordance with an Operations and Procedures Manual to be prepared by the Operator and approved by the Authority, as it may from time to time be amended, replaced, or supplemented. The Operator shall furnish all labor, material, equipment, resources, and technical expertise required to operate, manage, and maintain a Rental Car Fueling System and to perform management and administrative services related thereto.

Such services shall include, but will not be limited to, the following items and services:

- A. Maintain, repair, replace, calibrate, and inspect the Rental Car Fueling System, including all future improvements and additions thereto, and all vehicles and equipment used by the Operator, in order to keep the Fueling System:
 - 1) In good, safe, secure, and efficient operating condition and repair;
 - 2) In sanitary and aesthetically favorable condition;
 - 3) Compliant with all applicable laws, rules, and regulations; and
 - 4) Compliant with all rules and directives as established by the Authority.

- B. On a scheduled basis, inspect or cause to be inspected, the Fueling System to ensure that it is compatible with safe and efficient operations. Such schedule and inspections shall be provided based on industry standard, manufacturer recommendations, DEP and NFPA requirements, whichever is most stringent for the Fueling System at the Airport. Resulting documentation will be made available to the Authority's Contract Manager.



- C. Research, compile, analyze, and present, when requested by the Authority's Contract Manager, special reports on operations and financial matters for the Fueling System.
- D. Take such measures as are reasonably required in order to secure the Fueling System and to prevent tampering with the storage and distribution facilities, buildings, and equipment; however, the Operator shall not be required to provide guards in the normal course of business.
- E. Prior to the Commencement Date, and before commencing operation, management, and maintenance activities for the Fueling System, prepare for and obtain approval from the Authority an Operation and Procedures Manual which shall include operations, safety, security, quality control standards, maintenance, and preventative maintenance programs.
- F. Perform such other functions relating to the operation and maintenance of the Fueling System as the Authority may reasonably authorize or request.
- G. Furnish management and technical personnel to attend meetings required for the orderly and efficient operation of the Fueling System, including, but not limited to, meeting with the Authority's Contract Manager, the Fueling Companies, Shippers, Suppliers, Maintenance subcontractors, regulatory agencies, and others.
- H. Ensure the safe, secure, and efficient transportation of Gasoline through the Fueling System, including maintenance, surveillance, and quality control of the Fueling System and of Gasoline transported through the System.
- I. Coordinate among the Authority's Contract Manager, the Fueling Companies, Shippers, and Suppliers for deliveries of Gasoline into the Fueling System to ensure that the Fueling System is utilized in the most efficient and economical manner, considering consumption trends, seasonal demand, system operating requirements, and other factors.
- J. Upon request of the Authority's Contract Manager and the Fueling Companies, assist in the coordination of exchanges of Gasoline among Fueling Companies as necessary.
- K. Provide a report of the quantity of Gasoline available in the Fueling System to the Authority or any Fueling Company upon request of the Authority's Contract Manager.
- L. By the tenth (10th) day of each month, provide the Authority's Contract Manager with the total Gallonage dispensed from the Fueling System, the total Monthly Gallonage dispensed by each respective Fueling Company from the Fueling System, the total amount of Gasoline delivered into the storage tanks as supported by delivery bills of lading or similar document, the actual expenses comprising the Total Operating Cost of operating, managing, and maintaining the Fueling System to allow the Authority's representative to calculate and invoice the monthly collective Fueling System Charges.
- M. Research and resolve problems and respond to requests for information as reasonably requested from the Authority, Fueling Companies, Shippers, Suppliers, and others, as approved by the Authority.
- N. Monthly, track the number of Gallons each Fueling Company has delivered to the Fueling System and the number of Gallons each Fueling Company has remaining in the Fueling System. Consult with the Authority's Contract Manager regarding any Fueling Company or Companies



who's Gasoline inventory falls below 1,000 gallons to determine if their fueling operations should be suspended.

- O. Be responsible for compliance with applicable environmental laws, rules, regulations, and ordinances, including but not limited to required site inspections, and for assisting and/or coordinating with the Authority in the securing and maintenance of all necessary plans, permits, licenses, tank registrations, documents, etc., of an environmental nature, and furnish detailed reports on such items, as appropriate and required herein.
- P. Ensure that all Fueling Companies, Shippers, and Suppliers are properly accessing and using the Fueling System and that established procedures and contractual obligations are met and followed.
- Q. Protect and secure the Gasoline and the Fueling System from the introduction of any substances which change the specifications of the Gasoline after delivery thereof to the Fueling System and take all other reasonable steps to preserve the quality of the Gasoline in its possession in the Fueling System.
- R. Maintain and keep current, complete and accurate books and records for the allocation among the Fueling Companies of the Total Operating Cost of maintaining and operating the Fueling System; and
- S. Consult with the Authority's Contract Manager to make reasonable prorations, estimates and allocations concerning shrinkage or expansion of Gasoline volume, losses due to leaks, spills, evaporation, temperature variation, theft, and the like. The Operation and Procedures Manual will include a procedure for determining the monthly variance in fuel inventory based on industry standard, and provide for reporting of conditions or events that impacted the variance for the reporting period.

2. Inventory

The Operator shall serve as the Agent of the Authority as it relates to the scheduling and coordinating the delivery, acceptance, testing, and transfer of Gasoline delivered by the Fueling Companies or their Shippers or Suppliers to the Rental Car Fueling System.

- A. The Operator's authority and responsibility in such respect shall include, but not be limited to, the following items:
 - 1) Subject to Item 2.B, below, and in accordance with instructions from, and as Agent for the Authority, coordinating with Shippers and Suppliers deliveries of Gasoline to the Fueling System for use by the Fueling Companies.
 - 2) As Agent for the Authority, accepting deliveries of Gasoline on behalf of the Fueling Companies by the Fueling Companies' Shippers or Suppliers
 - 3) Properly storing Gasoline so delivered into the Fueling System; and
 - 4) Checking each delivery of such Gasoline for quantity and, as provided for herein, examining each delivery of Gasoline for quality assurance purposes.

The Authority shall accept the Agent/Operator's determination of the quantity of any delivery, except in the case of fraud, gross negligence, mismanagement, or willful misconduct by the Operator, its agents, officers, employees, or subcontractors. By reason of accepting delivery of



such Gasoline, and acting as Agent of the Authority as set forth above, the Operator shall not be responsible in any way, or incur any liability whatsoever to any Fueling Company or Companies, or any Supplier or Shipper for any charges or for payment for such Gasoline, and the Authority shall indemnify the Operator and hold it harmless from and against any and all claims, liabilities, damages, losses, and judgments, including costs and expenses incidental thereto, which may be suffered by, accrue against, be charged to, or recoverable from the Operator, by reason of any claim for payment by the Supplier or Shipper for such Gasoline delivered for the account of such Fueling Company or Companies, except to the extent such claims, liabilities, damages, losses, and judgments, including costs and expenses incidental thereto, are caused or contributed to by the fraud, negligence, mismanagement, or willful misconduct of the Operator, its agents, officers, employees, or subcontractors.

To the extent such fraud, negligence, mismanagement, or willful misconduct factors may contribute to a claim for payment by the Supplier or Shipper for such Gasoline delivered for the account of such Fueling Company Companies, and to the extent the amount or amounts of unaccounted for fuel in dispute can be demonstrated, as determined and confirmed by the Authority, the Operator shall hold the Authority harmless for, and be solely responsible to defend any justifiable claim(s) which might be made by the Supplier or Shipper for such Gasoline in dispute, and shall further negotiate any resulting payments for such claims, as adequately demonstrated and properly justified, directly with the Supplier or Shipper by appropriate and reasonable means.

B. Acceptance Procedures

The acceptance of Gasoline by the Operator on behalf of the Fueling Companies pursuant to this section shall be in accordance with the following requirements.

- 1) At the time of, or prior to, each delivery, the Fueling Company's Shipper or Supplier shall deliver to the Operator at the Airport a delivery ticket, bill of lading, or loading certificate (or similar document) which shall specify (a) the grade of such Gasoline; (b) the quantity contained in the shipment being delivered to the Fueling System; and (c) that the Gasoline has been tested and certified to meet the specifications of the Fueling Companies.
- 2) Promptly after each delivery of Gasoline, the Operator shall complete or cause to be completed a receipt showing the date and time of such delivery, the quantity of such delivery, and the grade and source of the Gasoline delivered. Such receipt shall be in such form as shall be prepared by the Operator and copies shall be provided by the Operator to the Authority's Contract Manager, the Supplier and/or Shipper, and the Fueling Companies, and included by delivery date and quantity in the monthly fueling report; and
- 3) The Operator shall be responsible for carrying out the processes established in the Operations and Procedures Manual and such other guidelines as may be submitted by Operator and approved by the Authority for verifying the quality and quantity of Gasoline delivered into the airport's Fueling System.

C. Gasoline Acceptance and Rejection Criteria

At the time of each delivery of Gasoline, the Operator shall perform (and make a record thereof) simple visual tests to ascertain the correct type of Gasoline, or to observe potential accumulation of sediments or water contamination delivered to it regardless of any delivery ticket or loading



certificate (or similar document), or such other tests as may be required pursuant to the Operating Manual or under then current standard industry practice in the United States. The Operator shall reject any Gasoline which fails to meet minimum industry standards associated with such tests and does not meet required specifications. All Gasoline meeting such test criteria may be taken into storage.

Except for of making the aforesaid tests, the Operator shall have no responsibility whatsoever for the quality of the Gasoline delivered by or on behalf of a Fueling Company by the Fueling Companies' Supplier or Shipper. The Authority shall indemnify the Operator and hold it harmless from and against any and all claims, liabilities, damages, losses, and judgments, including costs and expenses incidental thereto, which may be suffered by, accrue against, be charged to, or recoverable from it, by reason of the Operator's rejection of any Gasoline delivered by or on behalf of a Fueling Company, provided that in so rejecting such Gasoline the Operator shall have acted with reasonable care, consistent with its obligations hereunder and in accordance with the Operating Manual or then current standard industry practice in the United States, whichever is more strict.

The Operator shall promptly notify the Authority and the affected Fueling Companies of any rejections by it of Gasoline hereunder, and shall retain records relating to Gasoline acceptance tests for at least six months after the performance of such tests.

D. Condemned Gasoline

If any of the Gasoline delivered to and stored by the Operator is contaminated or otherwise unfit for use (hereinafter referred to as "Condemned Gasoline") the Operator shall cause the same to be segregated and isolated to prevent any further contamination of other useable fuel inventories. If the Condemned Gasoline becomes such because of the negligence, mismanagement, or willful misconduct of the Operator, its agents, officers, employees, and/or subcontractors, it shall be remedied by the Operator at the Operator's expense. The Operator's liability for Gasoline lost, contaminated, or otherwise damaged or destroyed while in the Operator's custody or control shall be limited to the replacement value of such Gasoline, the cost of removing and replacing such Gasoline, any costs of environmental remediation, and any fines or charges and all costs associated with tank cleaning and filter replacements required due to the contaminated Gasoline. When and/or if any Condemned Gasoline has been made unusable, the Operator shall furnish a document similar to that provided for in Item 2.B, above.

E. Records / Accounting

The Operator shall maintain such accounting records and such measuring and metering devices, equipment, procedures, receipts, reports, and spreadsheets as will accurately show to the reasonable satisfaction of the Authority all of the Operator's Gasoline service transactions involving the Rental Car Fueling System at the Airport. The Operator shall cooperate with the Authority in taking of a physical measurement of the Gasoline inventories and reading of meters at such times as the Authority, within reason, may deem appropriate and necessary, and shall make its records readily available to the Authority's Contract Manager and the Fueling Companies or their designated representatives during such audits for ready determinations of all transactions respecting the Fueling Companies' property. The Authority's Contract Manager shall have the right to gauge and take samples from the Fueling System or from any equipment, or review any system or related reports and spreadsheets, used in conjunction therewith.



F. Ownership

The Gasoline, the receipt of which is accepted by the Operator into the Fueling System, shall, at all times, be and remain the property of the Fueling Company or Companies for whose account such Gasoline is taken into the Fueling System, unless such Gasoline is transferred to another Fueling Company.

The Operator shall not be responsible in any way, or incur any liability whatsoever to a Fueling Company or Companies for any payments for or charges related to Gasoline, and the Authority shall indemnify the Operator and hold it harmless from and against any and all claims, liabilities, damages, losses, and judgments, including attorney's fees, costs, and expenses incidental thereto, which may be suffered by, accrue against, or be charged to the Operator by reason of any claim for payment by any Supplier or Shipper of Gasoline delivered for the account of a Fueling Company or Companies or by reason of the Operator's proper rejection of any Gasoline tendered for transportation through the Fueling System for the account of a Fueling Company or Companies.

G. Commingling

The nature of the Fueling System requires commingling of the Gasoline. The Operator will not be required to segregate or distinguish Gasoline received for eventual delivery to a Fueling Company. No Fueling Company shall be entitled to store in the Fueling System Gasoline in excess of quantities allowable by the Authority's Contract Manager, and the Operator shall not permit any Fueling Company to store any quantities in excess thereof. Accordingly, no Fueling Company shall have a volume reside in the system that exceeds their ten (10) day average volume through-put based upon the previous six months volume for that Fueling Company, unless approved in advance, through the Operator, by the Authority's Contract Manager.

H. Reconciliation

The Operator shall at a minimum monthly, unless directed otherwise by the Authority's Contract Manager, reconcile the physical inventory to the calculated inventory in accordance with the Operation and Procedures Manual and present such reconciliation to the Authority and/or the Fueling Companies or their designated representative, as applicable. Such reconciliation shall explain to the Authority's and the Fueling Companies' reasonable satisfaction the receipt and distribution of all Gasoline, including all operating gains and/or losses, and reasonable industry variances of inventory. The Operator shall be required to account to the Authority and each Fueling Company, or designated representative, for the quantity of Gasoline delivered or transferred to it by another Fueling Company plus or minus such applicable share of the actual gain or loss as determined by the monthly reconciliation process.

I. Gain / Loss Responsibilities

The Operator shall be responsible for all losses of Gasoline that result from the Operator's negligence, fraud, mismanagement, and/or willful misconduct. The Operator shall also be responsible for all losses or disappearances of Gasoline from inventory in excess of 0.50% of yearly dispersals from the Fueling System that cannot be reconciled, or adequately explained as a normal operating loss reasonably beyond the Operator's control.



Within thirty (30) days following the conclusion of the Authority’s Fiscal Year, the Operator shall replace all such losses or disappearances of Gasoline in excess of 0.50% of yearly dispersals from the Fueling System over the course of the previous year not reconciled or adequately explained as provided for above, such replacements to be allocated to all participating Fueling Companies of the Fueling System during such previous year, based upon the respective dispersals of all such Fueling Companies that owned Gasoline in the Fueling System during the period or as otherwise directed by the Authority. All gains and losses for which the Operator is not responsible shall be determined monthly and shared proportionately by the Fueling Companies based upon total monthly volumes withdrawn from the Fueling System for the months in question.

J. Abnormal Losses

The Operator shall promptly report with an explanation and account to the Authority’s Contract Manager and each Fueling Company, or designated representatives, for all actual losses of Gasoline, as the case may be, which arise out of or are in any way connected with the furnishing of any of the services performed by the Operator under the Management Agreement and caused by the negligence or mismanagement of the Operator, its agents, officers, employees, and/or subcontractors.

K. Negative Inventories

The Operator shall not permit any Fueling Company to operate in a negative inventory position unless previous arrangements have been made among Fueling Companies to exchange, transfer or borrow Gasoline and evidence of such arrangements by such Fueling Companies has been previously documented to the Operator by all parties involved in the transaction and approved by the Authority.

L. Fueling System Access

The Operator will allow only the Fueling Companies certified to it in writing by the Authority’s representative to access the Fueling System to withdraw Gasoline and dispense Gasoline unless otherwise approved by the Authority. The Operator will not allow a Fueling Company to withdraw or dispense Gasoline in an amount greater than its inventory in the Fueling System. The Operator will be responsible for ordering of Gasoline deliveries into the Fueling System to meet both needs of the system and the Fueling Companies.

M. Additional Participating Fueling Companies

From time-to-time one or more additional entities may become Fueling Companies in accordance with the Rent-A-Car Concession Agreement. Upon certification by the Authority’s Contract Manager, Operator shall accept each such additional entity as a Fueling Company effective on the date certified to it by the Authority.

3. Environmental

A. Hazardous Substances

As used herein “Hazardous Substance” means any hazardous or toxic substance, material or



waste, petroleum or petroleum by-product which is or shall become regulated by any governmental entity, including, but not limited to, the County of Lee, the State of Florida or the United States Government.

B. Compliance, Permits and Plans

Operator agrees to comply with all applicable present and future environmental and safety rules, regulations, restrictions, ordinances and other laws of federal, state, or local governmental entities relating to Hazardous Substances, and agrees to obtain, implement, and maintain all applicable permits and plans, as appropriate and necessary for its operations as coordinated with the Authority.

C. Specialty Licenses

In the event the Operator is requested to perform work on the Rental Car Fueling System that would require a State of Florida Pollutant Storage Systems Contractors (PSSC) License, the Operator shall obtain such license, or utilize the services of an authorized subcontractor that is properly licensed to perform such work, as provided for herein.

D. Hazardous Substance Contamination

The Operator shall be responsible for and shall indemnify the Authority against contamination of the Fueling System by Hazardous Substances.

E. Releases

Fueling System releases of Hazardous Substances discovered or caused by the Operator will be reported immediately to the Authority in accordance with federal, state, or county government requirements. Upon discovery of a release, the Operator will immediately initiate procedures to mitigate the release. Financial responsibility for any and all hazardous substance contaminations, including fuel releases, regardless of cause will inure to the Operator, except and to the extent such cause can be attributed to a third party, for which the Operator will be responsible to seek remediation with such party as deemed necessary and appropriate.

4. Fees and Charges

During the term of the Management Agreement, the Authority shall reimburse to the Operator the Fueling System's Total Contract Operating Cost. The Fueling System's Total Contract Operating Cost shall consist of the Fueling System Direct Contract Costs minus the Fueling System Credits as defined in the Management Agreement.

A. Fueling System Direct Contract Costs shall include items, to the extent actually paid by the Operator, as provided for in the Management Agreement, plus the Operator's Management Fee, as bid.

B. Fueling System Credits shall include the following items to the extent such items are related to the services provided by the Operator:

1) Damages to the Fueling System caused by negligence of a Fueling Company;



- 2) Proceeds from the sale or disposition of Fueling System Capital Assets and insurance or condemnation proceeds related thereto.

Upon notification by the Operator, charges identified above shall be invoiced by the Authority to the Fueling Company(s). Fueling System Credits shall be provided to the Authority and applied to the monthly Total Operating Cost prior to its allocation to the Fueling Companies. All Fueling System Credits shall be applied by the Authority to the Total Operating Cost in the month following the month in which the Fueling System Credits accrued.

- C. Costs Excluded from the Fueling System's Total Operating Cost shall include items as defined in the Management Agreement.

- D. Cost Allocations

Each of the Fueling Companies shall be invoiced by the Authority and shall pay the Authority monthly for its share of the Fueling System's Total Operating Contract Cost as determined herein and included in the Fueling System Charge calculation provided in the Rent-A-Car Concession Agreement, as may be amended, renumbered, or replaced.

- E. Expenditures

Expenditures for outside services or materials not approved in the annual budget and in excess of \$3,000.00 (or as otherwise determined by the Authority, in the aggregate, or other expenses as directed, for the then current budget year must be approved by the Authority. If reasonably feasible, certain purchases may be subject to a competitive Bid, as determined appropriate by the Authority. Purchases of materials or services from any party in any way affiliated with the Operator shall be specifically disclosed in writing to the Authority shall be subject to the prior written approval of the Authority.

The foregoing shall not be deemed to restrict the Operator from taking appropriate action in the event of an emergency.

5. Standards of Operations

- A. Hours

The Operator shall be required to furnish regular on-site and on-call response operation, management, and maintenance services for the Rental Car Fueling System twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, with the goal of furnishing continuous on-site coverage a minimum average of twelve (12) hours per day, or as otherwise determined necessary by the Authority with input from the Operator based on a needs analysis and in consideration of applicable budgetary impacts.

- B. Fueling System Response Requirements

During on-site operational hours, the Operator shall be required to respond within fifteen (15) minutes of a request for service or report of immediate action to the QTA fueling area or the fuel storage tank farm, or any portion thereof of the Fueling System. During non-covered hours, the Operator shall demonstrate the ability to respond with a properly qualified and approved technician/mechanic to the airport within sixty (60) minutes of a request for immediate service at all times.



C. Impartiality

The Operator shall furnish services on behalf of the Authority impartially to each Fueling Company and shall not favor any Fueling Company over any other.

D. Efficient Operation

The Operator shall operate the Fueling System in an efficient, prudent and economical manner and shall act in good faith to keep the Total Operating Cost to a minimum consistent with the level and type of service desired by the Authority. The Operator shall comply with all directives, rules, and procedures prescribed by the Authority and all applicable governmental laws, rules and regulations.

E. Staffing and Budget

Prior to February 1 of each calendar year, during the time the Management Agreement is in effect, the Operator shall coordinate with and submit to the Authority for approval the Operator's proposed budget and staffing plan for the Fueling System, prepared in accordance with the applicable ATA Standard Budget Format. The budget and staffing plans shall include an identification of job positions, scope of duties, and wage and benefit levels. The Operator shall furnish personnel for the Fueling System in accordance with the approved staffing plan. At the reasonable request of the Authority's Contract Manager, the Operator shall periodically submit to the Authority a revised budget for the Fueling System. All original and any revised budget submittals must be approved by the Authority

F. Employees of Operator

The Operator must agree to utilize only experienced, responsible, and competent personnel who can work productively with limited supervision to perform all phases of work covered by the Management Agreement. Operator's personnel shall have a minimum of a high school diploma or equivalency, and must attend continuing education and training courses in compliance with state or industry certification and licensing requirements and consistent with the services to be performed at the Airport.

The Authority may require the Operator to remove from the work site any employee(s) who endanger persons or property or whose continued service under the Management Agreement is inconsistent with the interests of the Authority in its sole determination. Only authorized employees of the Operator shall be allowed on Airport premises. Operator employees are not to be accompanied in their work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the Operator with a justifiable need to be on the premises in the performance of work under the Management Agreement.

Employees of the Operator engaged in furnishing and performing services under the Management Agreement shall be considered employees of the Operator for all purposes and shall under no circumstances be deemed to be employees of the Lee County Port Authority. The Operator shall train and, as necessary, retrain its employees in accordance with training procedures to be developed on or before commencement of services under the Management Agreement and approved by the Authority as part of the Operating and Procedures Manual. Operator shall maintain appropriate records to document such training and retraining. The Authority or its representatives shall not have any right or responsibility to supervise or control



any employee of Operator. Any complaint or request concerning the performance of services by the Operator shall be made by the Authority to Operator in writing with a copy to the Fueling Companies. When present at the Airport, the Operator's employees shall not display any insignia or name other than that of the Operator.

6. Accounting

A. Books, Records, and Accounts

The Operator shall at all times keep and maintain complete accurate books, records, and accounts from it shall determine the cost to it of services rendered hereunder, to include the amount of any Extraordinary Costs and/or Credits.

B. Accounting Audits

Upon request of the Authority or the Fueling Companies, the Operator shall employ an auditor (who at the Authority's option, may be a certified public accountant regularly employed to audit the Operator's books or any other certified public accountant selected by the Authority), or utilize its own designated auditor, to carry out an examination of such books, records and accounts, to include financial accounting and related operating budget records, and/or fueling inventory and related records. The cost of any such requested services shall be part of the Fueling System's Total Operating Cost herein. The books, records, and accounts, including expenditures, fuel received, and fuel consumed, inventory reports, or operating processes of the Operator pertinent to the Management Agreement shall, at all reasonable times, be accessible to and open for inspection, examination, and audit by the Authority and its authorized representatives, without delay, whether such reports, records, or data are available on or off airport.

Subject to requirements of law, all books, records, and accounts which have been audited by the Authority may be disposed of five (5) years after the last of any such audit, after providing notice to the Authority. Upon the Authority's request, the Authority may take possession of such books, records, and accounts.

C. Fueling Companies' Accounts

The Operator shall maintain current, complete and accurate records of the allocation among the Fueling Companies of the Fueling System's Total Operating Cost.

D. Inventory Accounting

The Operator shall maintain on a current basis complete and accurate books and records and make reports to the Authority in such form and detail as may be specified by the Authority of deliveries, storage, withdrawals, gains and losses of Gasoline, expenses of the Fueling System and allocation of expenses; all such records shall be prepared in at least duplicate and Operator shall, by the second business day of each calendar month, provide the Authority with a report of the total amount of Gasoline received and dispensed pursuant hereto, and Operator shall be responsible for determining that the actual amount of any delivery to or by Operator shall be correct and accurately reflected by its records.



E. General Accounting Practices

The Operator shall:

- 1) Maintain general ledger, including journals, subsidiary ledger interface, software upgrades, and account reconciliation and monthly/annual trial balance compilations;
- 2) Maintain fixed asset ledger, consistently in accordance with generally accepted accounting principles, and tax depreciation computations; and periodic reporting for insurance and tax purposes;
- 3) Maintain accounts receivable ledger, including receipts posting, cash application, past due correspondence and follow-up; prepare past due aging summary along with documentation and follow-up;
- 4) Process accounts and notes payable, including preparation of note payment amortization schedules and checks; review documents, and prepare cost/capital account application for the payment of leases, construction progress payments, taxes, management fees, rental payments, debt service payments, professional fees, customs broker fees and other miscellaneous payments; and upon notice to the Authority, reject all payment requests that are not appropriate or correct.

7. Billing

A. Financial Responsibility

The Operator will be fully and financially responsible for all expenses associated with the Management Agreement. The Authority will be fully and financially responsible for the invoicing and collection of Fueling System Charges, including the Fueling System's Total Operating Contract Cost, payable by the Fueling Companies.

B. Discontinuation of Services

The Operator shall, upon notification from the Authority, stop delivering all services provided for under the Management Agreement to any Fueling Company which has not paid in full its Fueling System Charge within thirty (30) days after invoice date, as may be directed by the Authority's Contract Manager. The Operator shall be obligated to inform the Fueling Company, in writing, at least ten (10) business days before service discontinuance is implemented. At the Authority's discretion, the Operator may be instructed by the Authority to suspend a Fueling Company's ability to dispense Gasoline if such Fueling Company's Fueling System Gasoline inventory falls below 1,000 gallons.

8. Fueling System Capital Assets

A. Acquisition

From time to time upon written directions from the Authority and upon written agreement between the Operator and the Authority setting forth the estimated cost, method and details of financing (or leasing), and an amortization schedule (or lease term), the Operator shall acquire Fueling System Capital Assets.



B. Security Interest

The Operator hereby grants to the Authority a security interest in each and every Fueling system Capital Asset in order to secure the Operator’s obligations under this Management Agreement. The Operator shall cooperate in the filing of such financing statements, continuation statements and other documents deemed by the Authority as necessary or appropriate to evidence the interest of the Authority in Fueling System Capital Assets.

The Operator shall keep all Fueling System Capital Assets free and clear of any and all liens except liens approved in writing and in advance by the Authority. The Operator shall protect its interest and the interest of the Authority in Fueling System Capital Assets from all claims and liens of all third parties and shall maintain a current inventory of such Fueling System Capital Assets.

C. Sale or Disposition of Fueling System Capital Assets

The Operator shall not sell or dispose of any Fueling System Capital Assets without the prior written approval of the Authority. Any amount received by the Operator upon the sale or disposition of a Fueling System Capital Asset which is in excess of the Operator’s unamortized investment therein shall be credited, or utilized as trade value as appropriate, to the Authority or Fueling Companies as determined appropriate by the Authority.

Any amount received by the Operator upon the sale or disposition of a Fueling System Capital Asset which is less than the Operator’s unamortized investment in a Fueling System Capital Asset and any improvements or modifications capitalized in accordance with generally accepted accounting principles consistently applied, less the cumulative amount charged to the Fueling Companies, excluding interest, shall be included as a Total Operating Contract Cost pursuant to the terms of the Management Agreement.

9. Rental Car Fueling System Maintenance

A. Fueling System Cleaning and Aesthetics

Operator shall perform routine, preventative, and emergency repairs, maintenance and regular inspections on the Rental Car Fueling System facilities, to include all sweeping, pressure cleaning and debris removal.

- 1) The Operator shall be responsible for all general cleaning and maintenance of the Rental Car Fueling System areas, to include the Fuel Storage tank farm and associated areas, QTA Fueling System pumps, hoses, and dispensers, and all system exposed piping and sump pits, and other assigned facilities, as directed by the Authority’s Contract Manager. The Operator shall maintain these areas in a safe, clean, neat, orderly, and attractive condition, to include pickup and removal of all trash, debris and garbage as applicable.
 - a) The Operator shall be responsible for inspecting and maintaining fire extinguishers in the Assigned Areas in accordance with established codes and procedures.
 - b) Operator shall be responsible for general maintenance and repair of all areas and components of the Rental Car Fueling System, except such items as may be



- performed by the Authority at its discretion, schedules for which will be submitted to the Authority's Contract Manager for approval, consistent with the Annual Operating Budget.
- c) The Operating Manual shall include a Preventative Maintenance (PM) schedule, with specific tasks and frequencies, for all equipment and components of the Fueling System, in accordance with the manufacturer's OEM manual and recommendations, and the Operator shall document and retain such work completed on approved inspection forms, and report to the Authority the PM items performed each month.
 - d) Operator will be responsible for the installation, repair, and maintenance of all signage on the Assigned Areas.
 - e) Operator will be responsible, through its own employees or by use of an approved subcontractor, for sweeping, scrubbing and debris removal in the Assigned Areas, including the tanks, containment areas, sump pits, loading areas, enclosures and storage facilities, pumps, piping, etc., on a schedule submitted for approval by the Authority's Contract Manager.
 - f) The Operator shall also be responsible for the pressure cleaning horizontal and vertical surfaces of the Rental Car Fueling Facilities, as appropriate and coordinated with the Authority's Contract Manager, to include removal of cob webs, stains, mold, and dust on exposed surfaces, on a schedule to be submitted for approval by the Contract Manager.
 - g) The Operator will be responsible at its own cost and expense without reimbursement by the Authority, for repairs to the Rental Car Fueling System, or other Authority property or patron property determined to be a result of negligence, maltreatment or neglect by Operators' employees.

B. Fueling System Maintenance and Repair

The Operator will perform scheduled preventative maintenance and system repair maintenance in accordance with and in the frequencies specified in the Fueling System Operating Manual, and consistent with the Fueling System manufacturer's recommended service and maintenance program. Scheduled preventative, predictive, and system repair maintenance shall include, but not be limited to, examining, adjusting, and lubricating all applicable Fueling System equipment, as appropriate, and repair or replacement of all worn or defective parts and/or consumables in accordance with the manufacturer's processes and procedures.

The Operator shall respond as necessary to system outages, emergency stop activations, reported or potential fuel releases, reports of system component damage, system warnings and reports, etc., at any point of the Fueling System within twenty (20) minutes of notification of same. The Operator will prioritize and perform emergency and corrective maintenance and repairs on all phases of the mechanical, electrical, electronic, software and communications components of the Fueling System in coordination with the Authority's Maintenance Department. The Operator shall also be available to assist as necessary with system start-up and shut-down processes. The Operator shall furnish all required safety equipment, materials and related items for its employees. Operator shall remove dust, dirt, and debris from surface areas, piping, pumps, motors, control panels, dispensers, and related system components.

The Operator, during hours not covered with on-site staff, shall respond to Fueling System call backs as necessary within sixty (60) minutes after receipt of a request for emergency or immediate service, as requested by the Fueling Companies and determined appropriate by the



Authority's Maintenance Department. Call backs shall be performed at no additional cost to the Authority, except to the extent they may involve additional hours or overtime in accordance with established procedures.

C. Computerized Maintenance Management System (CMMS)

The Authority utilizes the Maximo® computerized maintenance management system (CMMS) to manage and document maintenance and related activities on the Rental Car Fueling System. The Operator will coordinate with the Authority's Contract Manager to schedule and document time-phased preventative maintenance inspections and repairs, initiate system work orders, manage system resources, and track stock parts utilization and inventory for all segments of the Fueling System and related systems covered under the Management Agreement at no additional cost to the Authority.

D. Parts and Materials Inventory

The Operator shall maintain a ready inventory of Rental Car Fueling System stock parts (Ready Stock), as furnished by the Authority or the system manufacturer and assigned to the Operator, or as purchased throughout the fiscal year as part of the reimbursable parts and materials inventory, to promote timely and efficient repairs to the Fueling System. The Operator shall prepare an inventory of Authority-furnished parts, including ready stock and individually-issued parts and components, and shall furnish quarterly updates, or as otherwise requested, of the Operator's assigned inventory showing additions and deletions and warranty part exchange activity for the reporting period. The Operator shall complete a stock request or related forms for any warehoused stock parts owned by the Authority, as appropriate. The Operator shall document the use and installation location of each part on the appropriate inventory report, and document all warranty repairs in the CMMS or other manner satisfactory to the Authority. The Operator shall be responsible for all parts and components as may be assigned by the Authority. Under no circumstances shall the Operator remove any inventory parts or materials from airport property without the prior written consent of the Authority.

The Operator shall be responsible to promptly acquire Fueling System parts and components required for the continuous operation of all covered components of the Fueling System. If the Operator utilizes an Authority-owned part to perform warranty repairs to any covered system equipment and components, the Operator shall arrange to replace and deliver such part or component to the Authority at the earliest reasonable opportunity, and document such restocking as appropriate. Replacement parts are to be new OEM-type or Authority-approved equivalent. Repaired, reconditioned and/or rebuilt parts, components and assemblies may be allowed, with the prior approval of the Authority. Any repaired or rebuilt part shall meet or exceed the specifications of the new OEM part or assembly, as verified by the system manufacturer.

Parts and materials used in breakdown and other scheduled system component repairs that are not considered warranty replacement items or are not in stock may be procured by the Operator only after obtaining specific prior approval of the Authority's Contract Manager. No payment will be paid by the Authority, and the Operator shall not bill for any such replacement parts or materials that have not been approved by the Authority's Contract Manager, delivered and received by the Operator, and put to its intended use. The Operator shall furnish an original Operator invoice to process payment for authorized replacement parts and materials upon request of the Authority. The Operator shall make a reasonable attempt to pay only the lowest price that can be obtained by the Operator for all such replacement parts and materials.



The Authority shall have the option to require the Operator to obtain competitive Bids from at least three (3) sources for any single item that may be expected to exceed ten thousand dollars (\$10,000.00) in total cost. The Authority also reserves the right to directly purchase any parts, components, materials, supplies and/or equipment that may be required under the Management Agreement.

E. Performance of Work

After a portion of the Rental Car Fueling System is removed from operational service to perform preventative and/or repair maintenance, the work shall be performed continuously without stoppage until all work is complete and the equipment is in good and safe operating condition. If performance of the work is discontinued for any reason, the Operator shall notify the Authority's Contract Manager immediately of its intention to stop work. The Operator shall conduct work in such a manner and in such sequence as will assure the least interference with rental car activity.

10. Warranty

The Operator shall serve as the Authority's Warranty Agent/Administrator for the Rental Car Fueling System equipment and component manufacturers, as authorized by the Authority, and shall furnish associated services and perform all obligations as applicable. The Operator will not invoice Authority, nor will the Authority be required to reimburse Operator for items determined as warranty repair or corrective items as provided for herein.

Operator shall guaranty all work performed under this Agreement to be free from defects of materials and workmanship for a minimum of ninety (90) days from the date the work is accepted by the Authority's Contract Manager, up to thirty (30) days following the termination date of the Agreement. Any manufacturer's warranty for parts and materials provided to the spare parts and materials inventory for this Agreement shall be assigned to the Authority.

11. Extra Work

The Authority, at its sole discretion, may request Operator perform certain Extra Work as authorized in writing that is not specifically described herein or in the Management Agreement. Such work may include, but shall not be limited to repair of equipment necessitated by extraordinary vandalism, accidental damage, source power malfunctions, or natural causes; installation of additional controls and safety devices; or special monitoring or processing services related to the operation and maintenance of the Rental Car Fueling System. Prior to commencing any such extra work the Operator will furnish a proposal for any such services requested including a description, scope of work and the estimated cost.

The Operator, upon written approval of the Authority, may subcontract any extra work requested. If subcontracting is determined appropriate, the Authority's Contract Manager may require the Operator to obtain up to three (3) competitive quotations for work proposed to be performed by another company.

The Operator shall submit the quotations, as applicable, to the Authority for approval before proceeding with the work. This requirement may be waived by the Authority for good cause. The Authority shall reimburse the Operator for all parts and materials required and approved to perform the work, to include freight and shipping charges as a direct pass through. The Operator shall be required to submit supporting documentation with all invoices.



12. Rental Car Fueling System Software Support and Change Management

The Operator may, with prior approval of the Authority, enter into and furnish evidence of an appropriate arrangement or agreement with system or component manufacturers and/or other certified and qualified vendors or component providers as appropriate as it relates to timely service and support on associated Fueling System proprietary software, firmware, or hardware, to ensure proper maintenance, repairs, and continuous functionality, and to provide for comprehensive Fueling System software or hardware service and support, to include programming version upgrades, updates and patches, as required and authorized by the Fueling System manufacturer or component provider, to include appropriate response to system emergencies or technical support issues, via remote access connectivity if necessary.

In addition, the Operator will coordinate with the Authority's Contract Manager in the implementation of a Rental Car Fueling System Change Management Program to establish positive controls for system changes, to establish system accesses and clearances, and to retain copies and backups of prior versions of the system software programming.

13. Equipment

A. The Operator shall provide a minimum of one (1) new model personal computer, with printer, as approved by the Authority's Contract Manager, which shall be equipped with current Windows™ operating system, internet access, Microsoft™ Office software, and e-mail capability via the Operator's corporate office, which will be used for operational and administrative purposes and special projects. The computer(s) shall be compatible with hardware and software systems utilized by the Authority.

In addition, this computer shall be integrated with the Fueling System inventory, safety, and reporting systems, to include the FuelMaster® reporting system at each Fueling Company QTA, and the Pneumercator system located at the tank farm, or any replacement systems as applicable. The cost of these items shall be considered as depreciation and amortized in the Operating Budget over the course of up to three (3) years on a straight line basis, or other amortization period as deemed appropriate.

B. The Operator shall be required to furnish, as a reimbursable fixed asset expense as deemed necessary and upon prior approval of the Authority, one new (1) utility pick-up truck (Ford F-150 or approved equivalent), for use to effectively and efficiently operate, manage, and maintain the Rental Car Fueling System at RSW.

All operational service vehicles shall be licensed, insured, and registered to the Operator, be properly maintained in accordance with the manufacturer's recommendations, kept in a clean and organized condition, and shall be subject to inspection by the Authority upon request. The Operator shall maintain primary ALI insurance on the vehicle and incorporate this expense into the Management Fee.

The initial expense for this vehicle shall be considered as depreciation and amortized on a straight line basis in the Operating Budget over the course of a fixed term, as determined appropriate, or funded as a lump sum purchase as determined by the Authority's Contract Manager. In the event the Agreement were to terminate prior to full amortization of the vehicle, the Authority reserves the right to require the Operator to transfer the vehicle to the Authority



and the Authority will pay the remaining straight line unamortized portion of the vehicle to the Operator, who will transfer title of same.

- C. The Operator will furnish common industry-standard hand tools for use in the operation, management, and maintenance of the Rental Car Fueling System.
- D. The Operator may be required to procure and/or lease, as a reimbursable expense as approved, additional site or project specific tools, materials, or equipment for use in support of the operation, management, and maintenance of the Rental Car Fueling System in order to fulfill the Operator's obligations under the Management Agreement, consistent with the approved Annual Operating Budget. The purchase of such items shall be at the Operator's expense. The Authority will then reimburse the Operator the total lump sum cost, or a straight line amortization amount, such items or equipment over a fixed time periods, as approved in advance, consistent with the Annual Operating Budget. The Operator shall inventory and maintain in good repair and safe working order all vehicles/equipment/tools acquired by the Operator for use in the operation, management, and maintenance of the Rental Car Fueling System at Southwest Florida International Airport.
- E. Right of Approval of Fixed Assets

Any fixed asset vehicle and/or equipment replacement, deletion, addition, or improvement used in the operation, management, and maintenance of the Rental Car Fueling System and recommended by the Operator shall require prior written approval from the Authority. For purposes of the Management Agreement, fixed assets shall include, but are not limited, to any of the following items with a per unit cost in excess of \$1,000: office equipment/furniture, copiers/fax/scanner equipment, communications systems, and additional computers and printers.

Title to any fixed assets acquired by the Operator and reimbursed by the Authority, shall transfer to the ownership of the Authority once such assets are fully amortized and paid in full by the Operator, and subsequently reimbursed, as applicable, by the Authority, unless otherwise directed.

- F. The Operator shall identify any additional equipment that might be required to provide the required services at the Airport, to include general purpose and service vehicles, diagnostic, or support equipment, and cleaning equipment.

If the Authority exercises its option(s) to extend the term of the Management Agreement, the Operator may be required to acquire replacement equipment, as authorized, for those items transferred to the Authority at the conclusion of the initial term of the Agreement. The types, quantities, method of acquisition and reimbursement of said replacement equipment, and any additional required equipment, for any subsequent term will be negotiated between the Authority and the Operator.

14. Operator's Reporting Requirements

- A. The Operator's Supervisor, or Regional Manager, as appropriate, shall have regular meetings with the Authority's management staff regarding day-to-day Rental Car Fueling System operation, management, and maintenance activities on the Airport. The intent of these meetings is to encourage the Operator to inform and update Authority staff as to the services being



performed, and the general status of the operation, management, and maintenance of the Fueling System, as well as to promote a cooperative working relationship and open communications to discuss issues and problems and the prompt resolution of same.

- B. The Operator, through its supervisory and support personnel, will circulate throughout the Rental Car Fueling System and report on a daily or, as appropriate, immediate basis to the Authority's Contract Manager, the need for any sign replacement(s), any damage (structural or aesthetic), unsafe or unsecured facilities, or other conditions or situations.
- C. The Operator shall be required to submit various operational reports including daily, weekly and monthly operational, financial and administrative reports in a format acceptable to the Authority.

15. Security

It will be the Operator's responsibility to operate, manage, maintain, and monitor the Rental Car Fueling System, to the extent practicable, and immediately report any suspicious activity to the Airport Police Department (APD) and fully cooperate in assisting patrons in finding lost vehicles or in furnishing general directions and/or aid.

16. Additional Services

The Operator shall, at no additional cost to the Authority, as overhead expenses to be included in the annual Management Fee, and in addition to the services described above, perform certain Additional Services in support of the operation, management, and maintenance of the Rental Car Fueling System which may benefit the Airport, the Fueling Companies, and the Authority, including, but not limited to the following:

A. Annual Rental Car Fueling System Environmental Evaluation/Inspection

Annually, as scheduled with the Authority's Contract Manager, the Operator shall, via a properly qualified and certified employee from the Operator's Environmental Compliance Department, or other approved subconsultant, conduct a comprehensive Environmental Evaluation/Inspection of the Rental Car Fueling System, to evaluate the current condition of the system, identify environmental issues which might require attention, and identify items of a regulatory or compliance nature which might need to be considered for future enhancements or updates to the Fueling System and related components. This service will be furnished at no additional cost to the Authority.

B. Annual Rental Car Fueling System Structural Evaluation/Corrosion Analysis

Annually, as scheduled with the Authority's Contract Manager, the Operator shall, via an a properly qualified and certified employee from the Operator's Structural Integrity or Corrosion Analysis Department, or other approved subconsultant, conduct a comprehensive Structural Review and Corrosion Analysis of the Rental Car Fueling System, to evaluate the current condition of the system, identify potential structural or corrosion-related issues which might require attention, and identify items of a structural or regulatory nature which may need to be considered for future enhancements or updates to the Fueling System and related components. This service will be furnished at no cost to the Authority.



C. Assist with Department of Environmental Protection (DEP) Annual Inspections

The Operator shall assist the Authority with escorts, information and documentation in support of any annual or other Florida Department of Environmental Protection (FDEP) inspections or inquiries, in accordance with Chapter 62-761 of Florida Statutes. In addition, the Operator shall ensure that all applicable certifications, notices, and placards required by the DEP are properly posted as necessary throughout the Rental Car Fueling System and storage areas. This service will be furnished at no cost to the Authority.

D. Miscellaneous

Other fueling system – related projects or services not contemplated at this time which may be requested and approved by the Authority as provided for herein. These services will be furnished at no cost to the Authority.

17. Operations and Procedures Manual

A. Operator is responsible for providing an Operations and Procedures Manual to the Authority's Contract Manager for review and approval thirty (30) days prior to the Commencement Date of the Management Agreement. The Manual is subject to Authority approval prior to implementation. The Manual shall be kept current by the Operator throughout the term of this Agreement, and shall be revised as approved by the Authority. The Manual and all revisions thereto, shall be automatically incorporated into and made part of the Management Agreement upon approval of the Authority.

If there are any conflicting terms between the Manual and the Management Agreement, the terms of the Agreement shall prevail. The Manual shall be provided to the Authority's Contract Manager in both hard copy and in electronic format acceptable to the Authority. The failure of the Operator to submit the Manual to the Authority's Contract Manager in the established time will be considered an event of default by under the Management Agreement.

B. The Operations and Procedures Manual shall detail the procedures and guidelines established for the operation of the Rental Car Fueling System facilities. The Manual should include, but not be limited to the following items:

- 1) Table of Contents with Notice of Revision Index
- 2) Environmental and Structural Compliance and Inspection Review Page
- 3) Purpose and Operational Overview
- 4) Organizational and Staffing Chart
- 5) Employee Position Description and Standards of Conduct
- 6) Personnel Initial and Recurrent Training Policy and Forms
- 7) Description of Covered Facilities (Rental Car Fueling Facilities)
- 8) General Services



- 9) Fuel Inventory Auditing and Reporting Procedures
- 10) Operational Procedures
- 11) Preventative Maintenance Schedules and Records
- 12) Repair and Project Maintenance Records
- 13) Tank Gauging System and Leak Detection
- 14) FuelMaster® Inventory Recording and Reporting Procedures
- 15) Emergency and Disaster Recovery Procedures
- 16) Spill Response Procedures and Reporting Guidelines
- 17) Safety and Security
- 18) Customer relations and training
- 19) System Exhibits
- 20) Site Plans, Inspection Forms, SPCC Plans, FDEP Forms, MSDS, References
- 21) Other Necessary Operating Procedures

C. The Operator shall comply with all guidelines and standards outlined in the Operation and Procedures Manual. Failure to perform in accordance with the Manual may result in the following penalties:

If Operator fails to meet or exceed any of the guidelines established in the Manual, the Authority's Contract Manager may issue Operator one (1) written notice ("Notice Letter") for each guideline the Operator fails to meet. If the Authority's Contract Manager has issued a Notice Letter for Operator's failure to perform in accordance with the guidelines contained in the Operation and Procedures Manual and, thereafter Operator fails to perform in accordance with the same standard, the Authority may issue Operator a written warning ("Warning Letter") for each failure and any subsequent failure. Issuance of three (3) Warning Letters with respect to Operator's failure to meet any of the guidelines contained in the Manual within any twelve (12) month period shall constitute a Default under the Management Agreement.

18. Modifications to the Scope of Services

The Authority may, at any time, by written notice, make changes to the Rental Car Fueling System Operation, Management, and Maintenance Scope of Services to either accommodate the needs of the Fueling Companies, or changes in the design or use of the Airport facilities. Listed below are some changes that may be required.



A. Changes to the Operations and Procedures Manual

Either party may propose a revision to the Operations and Procedures Manual, and shall initiate an intended revision by sending such intended revision to the Operator or Authority as appropriate. Each party shall review such intended revision. All manual revisions shall be subject to the approval of the Authority before the revision is incorporated in the Manual. Each approved revision shall be effective immediately and incorporated into the Management Agreement by reference without need for an amendment.

B. Changes to the Rental Car Fueling System Facilities

The Authority reserves the right during the term of the Management Agreement and with thirty (30) days written notice to the Operator to, 1) open and close certain portions of the Rental Car Fueling System, equipment, and ancillary areas and facilities; 2) assign the Operator new, temporary and/or permanent fueling systems or equipment in an existing, expanded, or new fueling facility; 3) operate, manage, and maintain the new or additional fueling facilities or delete the existing facilities; 4) designate certain areas as additional fueling products, storage areas, or dispensing areas; 5) rearrange fueling storage or dispensing area entrance and exit lanes or withdraw the same from use, all as directed by and subject to written approval from the Authority.

Any additional, temporary, relocated, or altered facilities shall be operated, managed and maintained by the Operator subject to all the terms, provisions, and conditions of this Management Agreement. Any such changes shall not affect the amount of the Management Fee set forth herein. The Operator shall be reimbursed for additional reimbursable costs and expenses incurred as a result of the changes made to the Rental Car Fueling System Facilities and Services. In addition, the Annual Operating Budget may be reduced in the event of a reduction of the Rental Car Fueling System Facilities and Shuttle Services herein.

C. Changes to the Annual Operating Budget

All changes shall be incorporated and reflected in the Annual Operated Budget.

D. Changes to Coverage Times, Maintenance Schedules, and Staffing Levels

Any changes with regards to the staffing levels for the site manager, technician(s), or mechanic(s), at the request of the Authority's Contract Manager will be reflected in the Annual Operating Budget. The Authority may, at its sole discretion, add, reduce, and alter the Operator's staff schedules, coverage periods, and staffing levels, as deemed appropriate.



PART E – FORMS Note: These forms must be submitted with the Bidder’s Bid submittal.

FORM 1 - BIDDER’S CERTIFICATION

I have carefully examined this Port Authority Request for Bids (RFB) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 120 days so that the Authority will have time to properly evaluate this bid.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Port Authority or of any other Company who is interested in said bid; and that the undersigned executed this Bidder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

EMAIL ADDRESS

State of: _____

County of: _____

This foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary Serial/Commission No.



FORM 2 - OFFICIAL BID FORM

BID NO. **RFB 19-12**

BIDDER'S NAME: _____

DATE: MAY 2, 2019

TIME: 2:00 P.M. LOCAL TIME

Purchasing Office
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

Ladies/Gentlemen:

The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents, including but not limited to, General Information, Special Instructions and Requirements, Specifications and other Contract Documents, and having fulfilled bid requirements herein, bidder is to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

Operation, Management, and Maintenance of the Rental Car Fueling System at Southwest Florida International Airport

in full accordance with the specifications prepared in accordance with the requirements of the solicitation and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the term specified for the total bid price awarded, which is based on the following bid schedule:

The undersigned submits the following Annual Management Fees:

Contract Year 1: \$ _____

\$ _____

(in writing)

Contract Year 2: \$ _____

\$ _____

(in writing)

Contract Year 3: \$ _____

\$ _____

(in writing)



Contract Year 4: \$ _____

\$ _____
(in writing)

**Total Annual Management Fees
for Contract Years 1, 2, 3 and 4:** \$ _____

\$ _____
(in writing)

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]



FORM 3: LOBBYING AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

_____,
being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of _____ (bidder), maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the Agreement required by this Port Authority Bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Port Authority Bids. The prospective bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

AFFIANT

The foregoing instrument was acknowledged before me on _____, by _____ (name of person, officer or agent, title of officer or agent), of _____ (corporation or partnership, if applicable), a _____ (State of incorporation or partnership, if applicable), on behalf of the _____ (Corporation or partnership, if applicable). He/She is personally known to me or has produced _____ as identification.

Signature of person taking acknowledgment

Name typed, printed, or stamped

(Title or rank)

Signature of Notary (Serial or Commission No.)

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS



FORM 4: PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract 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 work as a bidder, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The bidder certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal entity, department or agency.

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

BIDDER'S NAME: _____



FORM 5: BIDDER’S SCRUTINIZED COMPANIES CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY’S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Notary Public
State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 20_____,
by _____ who produced the following as identification
_____ (Type of identification) or is personally known to me. My Commission
Expires_____.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]



FORM 6: LOCAL PREFERENCE AFFIDAVIT

The firm submitting the attached bid is either (please check one):

- A firm whose principal place of business is located within the boundaries of Lee County, Florida.

Please identify the firm name and physical address below:

(in Lee County, Florida)

- A firm that has provided goods or services to Lee County or the Lee County Port Authority on a regular basis for the preceding consecutive three (3) years and has the personnel, equipment, and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods for this project.

Please provide the following information:

Number of employees currently working in Lee County full time = _____

Projects completed in Lee County over the last consecutive three (3) years:

_____ Began in 20__ Completed in 20__
_____ Began in 20__ Completed in 20__
_____ Began in 20__ Completed in 20__
_____ Began in 20__ Completed in 20__
_____ Began in 20__ Completed in 20__
_____ Began in 20__ Completed in 20__

Current Lee County location of equipment, materials and personnel that will be used full time on this project:

(in Lee County, Florida)

- A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement.

Please identify the firm name and physical address below:

- Not a Local Vendor as defined by Lee County Ordinance 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.



FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

Printed Name

Title

Signature

Notary Public – State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally known _____ or produced identification _____.

My Commission Expires _____

(Type of identification) _____

Printed, typed or stamped commissioned name of Notary Public



References

Bidders are required to provide this reference request form to a minimum of three firms with whom they have recently completed a similar project. **DO NOT use current Lee County Port Authority employees as references.**

References **ARE NOT to be submitted with Bidder's Request for Bid package**; the firm providing the reference will return this form via email directly to the Purchasing Agent listed on the form.

It is the bidder's responsibility to confirm directly with the requested references that their required forms have been submitted. **DO NOT contact the Port Authority directly to request if references have been submitted.**

- 1) Bidder to complete:
 - a) Section 1 – Reference Respondent information;
 - b) Section 2 – Your Firm Name and Project Name
- 2) Referencing Firm to complete Section 3; complete reference check form, additional pages may be used if needed and submit form **DIRECTLY to Lee County Port Authority Purchasing Agents email listed on form.** References should not be returned by the Consultant.

A minimum of two (2) reference responses are required, where the Bidder has operated, managed, and maintained successful continuous or on-call (24/7) aircraft and/or vehicle or related fueling systems at least as complex as those requested at the Southwest Florida International Airport during the prior five (5) years.

Failure to have references submitted directly to Lee County Port Authority Purchasing Agents email, on or before the due date noted on the Reference Check form, may cause your firm to be considered nonresponsive.



FORM 7: PROFESSIONAL REFERENCES

RFP #19-12: OPERATION, MANAGEMENT, AND MAINTENANCE OF THE RENTAL CAR FUELING SYSTEM AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Section 1	Reference Respondent Information – Please Print Legibly	Please return completed form to:
Name & Title:		Purchasing Agent: <u>Toni A. Elias</u> Due Date: <u>May 1, 2019</u> Total # Pages: _____ Phone: <u>239-590-4558</u> Fax: <u>239-590-4539</u> Email: <u>taelias@flylcpa.com</u>
Company:		
Email:		
Phone:		
Section 2		
Firm Name:		
Project Name:		
You or your company has been given as a reference on the project identified above. Please provide responses in Section 3:		
Section 3		

1. How long have you done business with this company?

2. What type(s) of business have you done with this company?

3. What is your overall impression of this company’s qualifications?

E (Excellent)	G (Good)	S (Satisfactory)	NS (Not Satisfactory)
---------------	----------	------------------	-----------------------

4. How would you rate the Company’s overall service quality?

5. How would you rate their supervisors and staffing?

6. How would you rate their communication?

7. How would you rate their preventative maintenance program?

8. How would you rate their responsiveness?

9. How would you rate their invoicing and reporting process?

10. WOULD YOU USE THIS COMPANY AGAIN?

11. Do you have any additional comments regarding the quality of the services this company has furnished and performed at your facility?

E	G	S	NS
E	G	S	NS
E	G	S	NS
E	G	S	NS
E	G	S	NS
E	G	S	NS
YES		NO	



FORM 8: BID BOND

SOLICITATION NUMBER RFB 19-12

BID BOND _____

KNOW ALL MEN BY THESE PRESENTS, that we _____ as
(BIDDER'S NAME)

Principal, and _____ a Corporation licensed to do business under the laws of the
(SURETY'S NAME)

State of Florida as a Surety, are held and firmly bound unto LEE COUNTY PORT AUTHORITY, LEE COUNTY, FLORIDA (obligee), in the SUM OF _____ (\$ _____) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _____ day of _____, 2019.

WHEREAS, said Principal is herewith submitting a bid for:

RFB 19-12, Operation, Management, and Maintenance of the Rental Car Fueling System at Southwest Florida International Airport

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the contract upon said bid within the specified time and shall enter into a written Contract, satisfactory in form, and shall provide an acceptable Performance and Payment Bond from a Surety acceptable to the LEE COUNTY PORT AUTHORITY as well as other insurance as may be required to the Port Authority within fifteen (15) calendar days after the written Notice of Award date, or within such extended period as the Port Authority may grant, then this obligation shall be null and void. Otherwise, said Principal and Surety shall pay to said Port Authority in money the difference between the amount of the bid of said Principal and the amount for which said Port Authority may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said Port Authority if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon finding from the Board of Port Commissioners for Lee County that the bid protest was frivolous and/or lacked merit.

Witness as to Principal: _____ (SEAL)
(Principal)

(By)

Witness as to Surety: _____ (SEAL)
(Surety's name)

(By-As Attorney in Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.



FORM 9: OPTIONAL FORM

Note: This form is optional – The Purchasing Office requests that this form be returned to the purchasing office if you are not submitting a bid.

NO BID SUBMISSION

If you are not submitting a Bid, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form to Toni A. Elias, Sr. Purchasing Agent, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 taelias@flylcpa.com, (239) 590-4539 (fax).

We are not responding to this Port Authority Bid for the following reason(s):

- Services are not available through our company
- Our services do not meet the Scope of Services
- Circle one - Scope of Services were -
not clearly understood; not applicable; too vague; too rigid;
Insufficient time allowed for preparation
- Other reason(s): _____

How did you learn about this solicitation?

- Public Purchase
- Word of mouth

Name of Firm: _____

Name of Individual: _____

Telephone Number: _____ Fax: _____

Email Address: _____

DATE: _____

"EXHIBIT A" Rental Car Fueling System

Contract Fuel Consumption & Delivery Totals FY2015 16 - FY2018 19 YTD

FY 2015/16	Budget	Avis	Alamo National	Enterprise	Hertz	Thrifty Dollar	Totals	Deliveries
Oct-15	1,199	24,888	70,879	3,457	44,433	3,436	148,292	176,686
Nov	9,742	21,969	74,130	6,805	49,084	5,134	166,864	177,391
Dec	15,533	19,178	83,048	7,938	49,682	9,283	184,662	168,386
Jan-16	18,481	22,977	95,647	7,684	57,921	12,707	215,417	233,159
Feb	21,761	21,365	99,480	9,376	52,334	15,236	219,552	226,709
Mar	22,110	31,498	115,660	20,386	63,512	22,478	275,644	249,173
Apr	12,524	18,397	93,532	13,165	48,657	16,292	202,567	203,267
May	7,108	15,816	66,711	3,020	36,157	5,805	134,617	148,874
June	5,305	15,399	55,172	729	30,699	3,878	111,182	118,532
July	1,026	16,554	51,887	1,000	34,863	4,391	109,721	117,852
Aug	972	15,604	46,884	-	28,911	3,274	95,645	84,547
Sept	571	14,055	47,786	=	29,789	1,880	94,081	100,313
	116,332	237,700	900,816	73,560	526,042	103,794	1,958,244	2,004,889

FY 2016/17	Budget	Avis	Alamo National	Enterprise	Hertz	Thrifty Dollar	Totals	Deliveries
Oct-16	8,095	17,786	60,679	1,535	51,212	3,333	142,640	135,878
Nov	8,117	18,291	77,171	4,780	51,582	5,113	165,054	167,524
Dec	11,699	17,760	85,593	5,525	67,955	7,985	196,517	203,604
Jan-17	9,371	20,451	91,309	10,212	63,830	11,818	206,991	203,604
Feb	13,670	28,668	89,104	12,173	48,019	12,531	204,165	195,599
Mar	15,786	32,118	102,042	30,109	59,867	22,705	262,627	263,618
Apr	11,422	23,522	95,595	18,357	51,359	18,611	218,866	212,096
May	2,047	16,521	74,699	223	35,416	6,596	135,502	136,017
June	3,521	13,430	55,370	3,505	27,078	5,691	108,595	85,082
July	3,132	14,233	58,181	2,900	23,193	5,349	106,988	110,595
Aug	1,633	13,198	58,168	772	21,287	5,471	100,529	119,033
Sept	3,649	18,668	43,047	8,313	26,754	5,063	105,494	102,150
	92,142	234,646	890,958	98,404	527,552	110,266	1,953,968	1,934,800

FY 2017/18	Budget	Avis	Alamo National	Enterprise	Hertz	Thrifty Dollar	Totals	Deliveries
Oct-17	7,719	18,879	63,421	1,790	39,995	7,521	139,325	126,205
Nov	10,124	19,695	82,733	7,313	36,538	11,841	168,244	204,220
Dec	15,335	16,245	84,060	7,093	38,875	14,314	175,922	161,516
Jan-18	15,367	20,585	97,751	11,737	41,059	21,724	208,223	229,521
Feb	22,476	25,098	102,102	12,013	41,272	24,275	227,236	229,815
Mar	26,105	28,615	130,483	14,768	47,094	29,968	277,033	280,807
Apr	15,835	19,814	110,194	3,449	37,993	22,060	209,345	229,020
May	4,131	16,765	77,596	1,259	33,070	12,153	144,974	144,274
June	2,454	17,103	54,638	1,337	30,773	9,493	115,798	119,040
July	2,986	14,040	58,922	-	27,657	9,100	112,705	84,816
Aug	5,385	10,534	48,131	5,572	24,894	7,079	101,595	85,023
Sept	1,114	13,108	43,650	1,047	24,361	3,954	87,234	110,560
	129,031	220,481	953,681	67,378	423,581	173,482	1,967,634	2,004,817

FY 2018/19	Budget	Avis	Alamo National	Enterprise	Hertz	Thrifty Dollar	Totals	Deliveries
Oct-18	5,226	17,794	58,917	1,174	41,068	9,293	133,472	144,594
Nov	6,443	22,512	69,147	3,529	48,367	12,074	162,072	169,949
Dec	17,389	11,069	75,213	6,560	44,433	12,149	166,813	161,528
Jan-19	7,064	26,864	100,752	12,968	50,574	19,145	217,367	195,467
Feb								-
Mar								-
Apr								-
May								-
June								-
July								-
Aug								-
Sept								-
	36,122	78,239	304,029	24,231	184,442	52,661	679,724	671,538

Lee County Contract No. _____

**LEE COUNTY PORT AUTHORITY
MANAGEMENT AGREEMENT FOR THE
OPERATION, MANAGEMENT, AND MAINTENANCE OF THE
ON-AIRPORT RENT-A-CAR FUELING SYSTEM
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
(RFB 19-12)**

THIS AGREEMENT is entered this _____ day of _____, 20____, between the **LEE COUNTY PORT AUTHORITY**, a political subdivision and special district of the State of Florida ("Authority"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and _____, a _____, ("Operator"), at _____, Federal Identification Number _____.

WITNESSETH

WHEREAS, the Authority operates the Southwest Florida International Airport ("Airport") in Fort Myers, Florida and provides for the operation of a Rental Car Fueling System on the Airport under a series of On-Airport Rent-A-Car Concession Agreements (collectively, the "Rent-A-Car Concession Agreement") between the Authority and various On-Airport Rent-A-Car concessionaires, as they currently exist, and such other concessionaires as may be added or deleted over the term of this Agreement (collectively the "Fueling Companies"); and

WHEREAS, Authority desires to enter a Management Agreement for the operation, management, and maintenance of the Rental Car Fueling System at the Airport; and,

WHEREAS, the Authority has solicited competitive bids from qualified rental car and aviation fueling system management companies for the operation, management, and maintenance of the Rental Car Fueling System; and

WHEREAS, the Operator certifies that it possesses valid licenses to do business in the State of Florida and in Lee County, Florida; and,

WHEREAS, the Operator has reviewed the services required under the Authority's Request for Bids No. 19-12 and all Addenda, and this Agreement, and states that it is qualified, willing and able to provide and perform all such services according to the provisions, conditions and terms below.

NOW, THEREFORE, in consideration of the foregoing and the mutual consideration described below, the parties agree as follows:

1.0 DEFINITIONS

Addendum or Addenda - means any interpretation, revision or addition to the Request for Bids (RFB) issued in the form of a written Addendum by the Authority during the bidding process.

Airport - means Southwest Florida International Airport, located in Lee County, Florida.

Airport Terminal - means the commercial airline passenger terminal building and any modifications or additions thereto.

Annual Operating Budget - means the annual budget for maintaining, operating and managing the Rental Car Fueling System for each Contract Year of the Agreement. The budget shall include a detailed projection of monthly total fuel consumption and deliveries, along with allowable operating expenses.

Authority or Port Authority - means the Lee County Port Authority as the governing body of the Airport.

Bid - means the document requested by the Authority and submitted by the Operator in accordance with the Request for Bids (RFB).

Bidder - means the individual or business entity submitting a response to the Request for Bids.

Commencement Date - means the date for commencing operations under this Agreement at the Airport, October 1, 2019.

Contract Year - means the period beginning on the Commencement Date and ending September 30, 2020, and continuing each twelve-month period thereafter, until the date of expiration or termination of this Agreement, as may be amended or extended.

County - means Lee County, a political subdivision of the State of Florida.

Expansion to Rental Car Fueling System - means any additions, modifications, enhancements, or adjustments that the Authority determines to be required for the Rental Car Fueling System or Fueling System.

Extraordinary Cost - means a non-recurring expenditure or obligation that: (1) is not part of the normal and regular ongoing expense of operating the Fueling System;

and (2) is not financed in such a way as to be discharged by level monthly payments spread over a period of more than twelve (12) months.

Fueling System Charge - means the monthly charge payable to the Authority by the Fueling Companies for the Fueling Companies' use of the Rental Car Fueling System pursuant to Article 5, Section 5.1(4) of the Rent-A-Car Concession Agreement, as may be amended, extended, or revised.

Gallon - means a U.S. gallon.

Gallonge - means the total number of Gallons of Gasoline (or related product, as approved) dispensed from the Fueling Companies' designated QTA area dispensers at the Airport during the relevant period. The Gallonge of each Fueling Company will be the total of all Gasoline dispensed from each respective Fueling Companies' QTA area dispenser(s) at the Airport during the relevant period.

Gasoline - means the Gallonge of a Fueling Company for the previous month or the stated month or series of months under consideration.

Management Agreement or Agreement - means this Management Agreement between the Authority and the Operator for the non-exclusive right, privilege and obligation to operate, manage, and maintain the Rental Car Fueling System at the Airport.

Management Fee - shall mean the monthly fee paid to the Operator by the Authority as compensation for the operation, management, and maintenance of the Rental Car Fueling System at the Airport.

Monthly Gallonage - means the Gallonage of a Fueling Company for the previous month or the stated month or series of months under consideration.

Non-Reimbursable Expenses - means the following expenses which are specifically excluded from the Annual Operating Budget and shall be provided by the Operator:

- A. Salaries, costs, and expenses related to legal services, offsite or indirect audit, accounting, administrative, design, engineering, bookkeeping, and executive personnel of the Operator.
- B. The cost of licenses and permits, fees excluding registration fees for authorized fleet vehicles, obtained pursuant to existing federal, state, county or city statute, ordinance, rule or regulation.
- C. Internal accounting and audit costs obtained pursuant to existing federal, state, county or city statute, ordinance, rule, or regulation.
- D. Home office travel, home office telephone/communication expenses, home office entertainment, travel accommodations, and off site general office expenses.
- E. The cost of any and all penalties and fines paid by the Operator and its employees.
- F. The cost or expenses of legal representation.
- G. The cost of secondary audits as provided for in the Agreement.
- H. The cost of any and all bonds, guaranties or Letters of Credit, and the cost of the insurance requirements set forth herein, except as otherwise provided for, which the Operator is required to obtain in accordance with the Agreement.
- I. Any contract negotiation expenses.
- J. Financing costs associated with Operator's working capital.
- K. Any computer equipment necessary to support Operator's home office operations within the Airport and as required by this Agreement.

- L. Costs arising or resulting from negligence, disregard, neglect, failure, carelessness or inattention of Operator or Operator's employees.
- M. Operator's cost of funds necessary to pay Operating Expenses prior to reimbursement by the Authority.
- N. The cost of any payments made by the Operator to the Authority related to the indemnification section of the Agreement.
- O. Federal, state, and local income, personal and applicable sales use and personal property taxes incurred by the Operator or individuals of the Operator, its agents and employees in its operations.
- P. Any late payments or interest charges incurred.
- Q. Long distance telephone charges not directly related to services provided under this Agreement, including long distance telephone charges between the local and home/corporate office and personal calls.
- R. Any Operating Expense not included below as a reimbursable item, and not approved in writing by the Authority.
- S. Start up and transition costs related to the commencement of operations under the Agreement. Expenses related to acquiring, by lease or purchase, suitable operating/office space required to support operators under this Agreement, as described in the Request for Bids, to include associated utilities, taxes, cleaning and maintenance costs.

Operating Expenses - means all direct expenses, without markup, relating to the direct local operation, management, and maintenance of Rental Car Fueling System at the Airport.

Operations and Procedures Manual or Manual - means the procedures and standards for the operation, management, and maintenance of Rental Car Fueling System at the Airport as prepared by the Operator and approved by the Authority.

Operator – means the person or legal entity selected by the Authority as the Operator to provide for the operation, management, and maintenance of Rental Car Fueling System at the Airport.

Other Products - any material, other than gasoline stored in or put through the Fueling System for use in connection with the Rental Car Fueling System and for the benefit of the Fueling Companies.

Reimbursable Expenses - means all anticipated Operating Expenses to be incurred by the Operator in the normal operation of the Rental Car Fueling System, and included in the Annual Operating Budget, including but not limited to, the following:

- A. Fueling System On-Site Manager/Supervisor and staff salaries, as authorized, which are subject to prior approval by the Authority and all other associated payroll costs, such as payroll taxes, health care program costs and related benefits, etc.
- B. Staffing costs of all other employees whether full-time or part-time that are necessary to operate the Fueling System Facilities. Any overtime reimbursement requested from the Authority shall be within the overtime allowance established in Operator's approved budget and may require an explanation of the need for such overtime.
- C. All payroll taxes and any similar charges, employee benefit costs including workers' compensation insurance and unemployment insurance, and any similar charges, as approved, relating to salaries and wages under Subsections A & B above.
- D. The cost of uniforms. Any Operator issued articles missing from the inventory or those not returned upon termination of an employee shall be non-reimbursable.
- E. The cost of training for existing local employees, employee seminars, and employee mileage claims, as approved by the Authority.
- F. All materials and supplies, including sales tax and applicable use taxes, required for such operation, including but not limited to office supplies, postage, other supplies and sundry items, forms and printing paper.

- G. The cost of utilities that are not directly connected to the Authority's main meter and telephone service, less any interest or late charges generated by the late payment from the Operator.
- H. The cost of cellular telephones for the On-Site Manager/Supervisor and staff, as authorized.
- I. The cost of any employee bonus or award program, subject to the Authority's prior written approval.
- J. The cost of local employment screening, hiring, and training of employees.
- K. Cost of repairs and maintenance of the Fueling System and any other repairs necessary for the direct operation of the Fueling System as provided for in the Agreement.
- L. The cost of acquiring, maintaining, repairing, and fueling all transportation equipment used in the operation, management and maintenance of the Rental Car Fueling System by the Operator, including sales and use taxes and registration.
- M. Any capital expense, upon prior approval by Authority, that is deemed necessary for the direct operation of the Fueling System.
- N. The cost of acquiring and maintaining Contractor's Pollution and Environmental Insurance, as required under this Agreement.

Rental Car Fueling System (or Fueling System) - means a system for storing and transporting unleaded gasoline (or such other fuel or fuels as may be approved by the Authority in writing), consisting of six (6) 25,000 gallon fuel tanks (150,000 gallons total capacity), oil-water separators, pneumatic bulk inventory and system status reporting system, bulk delivery unloading and fill port stations, FuelMaster automated fuel monitoring and reporting system, 96 duplex fuel pumps with breakaway retractable hoses, and associated double-walled piping with low-point lead detection system linking

the fuel farm with the fuel island(s) in the Fueling Companies' respective QTA fueling areas, as well as certain other equipment, improvements and/or appurtenances thereon or as described herein, or as otherwise may be added, subtracted, modified, enhanced, or placed in stock to support the Fueling System on the Airport.

2.0 SCOPE OF SERVICES AND INCORPORATION BY REFERENCE - Operator hereby agrees to operate, manage, and maintain the Rental Car Fueling System at the Airport as described in the Request for Bids and all Addenda; Operator's Bid, dated _____; and any other written clarifications of that Bid received by Authority prior to the date of this Agreement. The Request for Bids, all Addenda, and Operator's Bid are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of this Agreement and the Request for Bids; or between this Agreement and Operator's Bid; the terms of this Agreement will control.

3.0 TERM - The term of this Agreement is four (4) years commencing October 1, 2019, and expiring September 30, 2023, unless terminated sooner as provided by this Agreement. At its sole discretion, the Authority may extend this Agreement for two (2) additional two-year terms under the same terms and conditions. Authority shall give notice of its desire to extend this Agreement no later than one hundred twenty (120) days prior to the expiration date of the initial term of this Agreement or any subsequent term.

- 4.0 OPERATIONS AREAS** - The Authority grants to the Operator and the Operator takes from the Authority the right to use and occupy the Rental Car Fueling System Facilities to perform the services required by this Agreement.
- 4.1 Operator shall be entitled to use, in common with others, the Operational Areas, together with all facilities, equipment, improvements, and services provided in connection with the Operational Areas for the purpose of conducting services under this Agreement.
- 4.2 Operator may not use the assigned Operational Areas for any commercial or other activity except for the services outlined in this Agreement.
- 4.3 The Authority reserves the right to expand, contract, or modify the Operational Areas described above or to create additional fueling system or related facilities in its sole discretion. Upon completion of any expansion, contraction, or modification to the fueling system or related facilities, such facilities shall be included in Operator's services under this Agreement upon the same terms and conditions.
- 4.4 The Operator shall not, at any time during the term of this Agreement, abandon any or all of the Rental Car Fueling System services without prior written approval from the Authority.
- 4.5 The Operator shall use the Operational Areas only for purposes consistent with its responsibilities under this Agreement and for no other purpose whatsoever. The Operator shall not install any coin or credit card-operated devices such as pay telephones, vending machines or

devices, nor install or permit commercial advertising signs or any other type of concession activity without prior written permission of the Authority.

- 4.6 Authority further grants to Operator the right of ingress to and egress from the Airport over public roadways, subject to all laws, ordinances, rules, and regulations as presently in effect and as may be established in the future by the Authority, Lee County, or the State of Florida, as may be required by Operator's operations. The Authority, or Lee County, may substitute other means of ingress and egress to the Airport, and may temporarily or permanently close any entrance or other roadway, from time to time, during the term of this Agreement.

5.0 OPERATOR'S OBLIGATIONS - The obligations of the Operator with respect to services authorized under this Agreement shall include, but are not limited to the following:

- 5.1 Licenses - The Operator agrees to obtain, and maintain throughout the term of this Agreement, all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by any State board or other governmental agency responsible for regulating and licensing the services provided and performed by the Operator.
- 5.2 Personnel - The Operator agrees that when the services to be provided and performed relate to service(s) which, under Florida law, requires a

license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all such services provided under this Agreement.

6.0 PROJECT MANAGERS - The Authority hereby designates its _____ at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, (239) _____ to serve as Authority's Contract Manager for this Project. The Operations Manager for the Operator is _____, whose address and telephone number is _____.

7.0 OPERATOR AN INDEPENDENT CONTRACTOR - The Operator is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Operator, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

8.0 INSURANCE - Operator must furnish proof of insurance acceptable to the Authority. A copy of the Operator's current insurance certificate verifying the Operator's insurance coverage must be submitted upon execution of this Agreement. The minimum required insurance coverage is not intended to, and shall not in any manner, limit or reduce liabilities and obligations assumed by the Operator, its agents, employees, or subcontractors.

Operator shall furnish the following coverages either through existing policies or by virtue of a specific project policy, with deductible limits acceptable to the Authority:

8.1 Commercial General Liability and Umbrella Liability Insurance - The Operator shall carry limits of insurance no less than the following. Insurance coverage shall include liability arising from independent contractors and contractual liability. Unless otherwise approved in advance, limits of liability carried by subcontractors to the Operator shall be the same as required of Operator.

Bodily Injury/Property Damage	\$ 2,000,000 Each Occurrence
Products/Completed Operations	\$ 2,000,000 Each Occurrence
Personal Injury & Advertising Injury	\$ 2,000,000 Each Occurrence
General Aggregate	\$ 5,000,000 Annually
Excess Liability	\$10,000,000 Annually
Fire Legal Liability	\$ 2,000,000
Medical Payments	\$ 50,000
Employee Dishonesty and Fidelity	\$ 1,000,000

The Lee County Port Authority shall be named as an additional insured on the General Liability policy. The Operator's insurance will be primary and include a waiver of subrogation, by both Operator and its insurers, in favor or the Authority. Any work performed Airside will require a minimum of \$5,000,000.00 in liability coverage. The insurance provided will include coverage for all parties employed by the Operator. At the discretion of the Authority, all insurance limits may be reevaluated and increased or

decreased at the sole discretion and at any time during the term of the Agreement.

8.2 Business Auto Liability Insurance - Operator shall carry a Business Auto Liability Policy, which includes contractual liability, with a Bodily Injury & Property Damage Limit not less than \$5,000,000 each accident. Such coverage shall cover liability arising out of the use of any automobile (including owned, hired, and non-owned autos). The Lee County Port Authority shall be an additional insured on the Business Auto policy. A waiver of subrogation by both Operator and its insurers, in favor of the Authority, is required for this coverage.

8.3 Contractor's Pollution and Environmental Liability - Operator shall carry Contractor's Pollution and Environmental Liability insurance with limits no less than \$5,000,000.00. The Lee County Port Authority shall be named as an additional insured or certificate holder on all coverages.

8.4 Professional Liability (as appropriate) - \$2,000,000.00 Each Occurrence/Aggregate.

8.5 Workers Compensation - Workers Compensation and Employer's Liability insurance in an amount required by Florida state law. Employer's Liability limits of at least the following are required:

Per Employee	\$1,000,000
Per Employee	\$1,000,000 (Disease)
Policy Limit	\$1,000,000 (Disease)

A waiver of subrogation by both Operator and its insurers, in favor of the Authority, is required for this coverage. Operator's insurance certificate should note any exceptions.

Upon executing this Agreement, Operator shall furnish to the Authority a properly executed certificate of insurance. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims with Florida. All certificates shall reference this Agreement and evidence and provide for written notice to the Authority prior to the cancellation or material change of any policies.

Failure of the Authority to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Operator's obligation to maintain such insurance. Operator shall furnish certified copies of any or all insurance policies required above within ten (10) days of the Authority's written request for said copies.

The Operator will be responsible for acts or omissions arising out of the operations of any subcontractor, independent contractor or material supplier providing services or materials at the Operator's direction. The Operator will furnish the Authority's Risk Manager with a list of all subcontractors and independent contractors prior to the beginning work on Authority property or for the benefit of the Authority. Unless otherwise

approved in advance, limits of liability coverage carried by subcontractors to the Operator shall be the same as required of the Operator. The Operator shall require and ensure that all subcontractors and independent contractors carry insurance as required of the Operator.

8.6 Lapse in Coverage - Should at any time Operator not maintain the insurance coverages required in this Agreement, Authority may cancel the Agreement, or at its sole discretion, be authorized to purchase such coverages and charge Operator for such coverage purchased. The Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverage shall in no way be construed to be a waiver of its rights under this Agreement.

9.0 COMPENSATION AND METHOD OF PAYMENT

9.1 Rental Car Fueling System Management and Operation Services - The Authority shall pay the Operator for all requested and authorized services completed in the amount and according to the procedures set out in the Request for Bids and the Operator's Bid.

Contract Years 1-4 Management Fee.....\$_____

9.2 Payment When Services Are Terminated at the Convenience of the Authority - In the event of termination of this Agreement for the convenience of the Authority, the Authority shall compensate the Operator

for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Operator in effecting the termination of services and work.

9.3 Payment When Services Are Suspended - In the event the Authority suspends the Operator's services or work on all or part of the services required by this Agreement, the Authority shall compensate the Operator for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of, such suspension.

9.4 Non-Entitlement to Anticipated Fees in the Event of Service Termination, Suspension, Elimination, Cancellation and/or Decrease in Scope of Services - In the event the services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of Amendment(s) to this Agreement; the Operator shall not be entitled to receive compensation for anticipated fees; profit, general and administrative overhead expenses or any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, canceled or decreased.

10.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS - The Operator shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Operator with a third

party. Operator may subcontract small portions of the work required hereunder to subcontractors with prior written approval of the Authority.

11.0 MAINTENANCE OF RECORDS - Operator will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Operator for a minimum of five (5) years from the date of termination of this Agreement, or any extension to this Agreement. Authority, the Federal Aviation Administration, the Comptroller General of the United States or any duly authorized agents or representatives of any of them shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours.

12.0 PUBLIC RECORDS – COMPLIANCE WITH SECTION 119.0701, FLORIDA STATUTES

To the extent Operator is "acting on behalf" of Authority in providing services under this Agreement, Operator specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

12.1 Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;

- 12.2 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;
- 12.3 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
- 12.4 Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Operator 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.

IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 590-4504, 11000 TERMINAL ACCESS ROAD, STE. 8671, FORT MYERS, FL 33913, PUBLICRECORDS@FLYLCPA.COM, [HTTPS://FLYLCPA.COM/PUBLICRECORDSREQUESTS](https://FLYLCPA.COM/PUBLICRECORDSREQUESTS).

13.0 PUBLIC RECORDS EXEMPTIONS

Operator agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental

to the proper performance of Operator'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 Operator hereunder. Operator shall require all of its employees, agents, and subcontractors to comply with the provisions of this Article, and acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

13.1 Airport Security Plans - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

Operator agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the Authority's prior written consent, the airport security plan, or any photograph, map, blueprint, drawing, or similar material that depicts critical operational information; and also any threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training that the Authority determines could jeopardize airport security if generally known.

13.2 Building Plans - Operator further acknowledges that Section 119.071(3)(b), Florida Statutes (2005), exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and

structural elements of a public building from the disclosure requirements of the Florida Public Records Law.

Operator agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the Authority's prior written consent, any of the documents or materials listed above, and shall require all of its employees, agents, and subcontractors to comply with the provisions of this section.

- 13.3 Airport Security Systems - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority and information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, are confidential and exempt from disclosure.

Operator agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the Authority's prior written consent, any of the documents or materials listed above, and shall require all of its employees, agents, and subcontractors to comply with the provisions of this section.

14.0 OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by Operator or consultants to Operator under this Agreement, shall be delivered to and become the property of Authority. Operator may retain copies thereof for its files and internal use.

15.0 COMPLIANCE WITH TAXES, LICENSES, PERMITS, AND RULES

15.1 Operator shall comply and cause its subcontractors to comply with all municipal, state and federal laws, applicable national and local codes, the Authority's rules and regulations applicable to work conducted under this Agreement including compliance with Authority's Airport Master Security Plan, and the Operator shall obtain all necessary permits, pay all required fees and taxes and otherwise perform its services in a legal manner.

15.2 Operator shall obtain the appropriate security badges in accordance with the Airport Security Plan and procedures as applicable and necessary. All security badges are the property of the Authority. Operator is responsible for all security badges issued to its employees or any subcontractor's employees. Operator must agree to pay the Authority \$25 per badge for any badge not returned within thirty (30) days of the date an employee leaves Operator's employment or ceases work at the Airport or the date this Agreement is terminated or expires.

- 15.3 As between the Operator and the Authority, the Authority agrees to pay, in addition to the prices herein quoted, the amount of any tax based upon the transfer, use, ownership, or possession of the equipment to which this Agreement relates, imposed by any law enacted after the date of the Agreement or imposed upon the Authority by an existing law. By so agreeing, the Authority does not in any way admit the validity of any such tax.
- 15.4 Operator's personnel shall immediately report all accidents or unusual incidents occurring on the Airport premises to the Authority Communications Center and Operations Department. Unusual or catastrophic events involving personnel or equipment covered by the Agreement shall be documented by a written report to the Authority detailing the circumstances surrounding the event and the actions taken or to be taken by the Operator. The written report shall be provided no more than five (5) days after the event.
- 15.5 The Operator shall use all reasonable care consistent with its rights to manage and control its operation, and shall not employ any persons, use any labor, use or have any equipment, supplies or materials or permit any condition to exist which may cause, or be conducive to, any complaint, trouble, dispute or controversy which interferes or is likely to interfere with the operation of the Airport or with other Airport employees or Contractors. The Authority may reject any of Operator's employees if the employee is

deemed to be unsuitable to work at Southwest Florida International Airport, and the Operator shall immediately replace said employee.

15.6 If any type of strike, boycott, picketing or work stoppage is directed against the Operator at the Airport, which results in the discontinuance of services performed hereunder, the Authority shall have the right during said period to, by itself or by any third person or persons, perform said services and invoice the Operator for any costs in excess of the agreed prices. Operator will not be paid for any services not performed. The Authority will prorate payments for work completed by Operator but not invoiced by the Operator up until the time of any work stoppage.

15.7 The prevailing minimum wage rates under the Agreement must be posted above each time clock in both the English and Spanish languages.

15.8 All bulletins and general information for the benefit of the employees must be posted in both the English and Spanish languages.

16.0 INDEMNIFICATION - The Operator agrees to be liable for, and shall indemnify, defend and hold Lee County and the Authority and their respective commissioners, officers, employees and agents, harmless from any and all claims, suits, judgments or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the Operator's errors, omissions, and/or negligence in providing services under this Agreement, claims arising from, including acts of the

Authority, except where such claims are attributable to the sole negligence of the Authority.

17.0 PERFORMANCE GUARANTY - A performance bond, letter of credit, or a cashier's check, made payable to the Lee County Port Authority Board of Port Commissioners, shall be provided in the amount of two hundred-fifty thousand dollars (\$250,000.00), within fifteen (15) calendar days from the date of written notice of award. The performance guaranty assures that the Operator will promptly complete the work in accordance with the terms of this Agreement. An acceptable form of a Performance Bond is attached as Exhibit "A."

18.0 PAYMENT GUARANTY - A separate payment bond, letter of credit, or a cashier's check, payable to the Lee County Port Authority Board of Port Commissioners, shall be provided in the amount of twenty-five thousand dollars (\$25,000.00), within fifteen (15) calendar days from the date of written notice of award. The payment guaranty assures that the Operator will promptly pay in full all bills and accounts for materials and labor used in the completion of the work. An acceptable form of a Payment Bond is attached as Exhibit "B."

19.0 APPLICABLE LAW - This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules, and regulation of the United States when providing services funded by the United States government.

20.0 F.A.A. NONDISCRIMINATION CLAUSE - The Operator, for itself, its successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that in the furnishing of services to the Authority hereunder,

no person on the grounds of race, color, national origin, disability, age or sex shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the furnishing of services under this Agreement in the award and performance of any DOT-assisted contract or in the administration of Authority's D.B.E. program or the requirements of 49 CFR Part 26.

- 21.0 F.A.A. DISADVANTAGED BUSINESS ENTERPRISE (D.B.E. CLAUSE)** - The Operator as subrecipient (of Authority) or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Operator shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Operator to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient (Authority) deems appropriate.
- 22.0 WAIVER OF BREACH** - No waiver by Authority at any time of any of the terms, conditions or covenants of the Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by Operator. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, shall impair any

such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein.

23.0 SECURING AGREEMENT

Operator warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Operator, to solicit or secure this Agreement and that Operator has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Operator, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. Operator shall sign the Truth-In-Negotiation Certificate attached hereto and made a part hereof as Exhibit C. The original Agreement price and any additions thereto shall be adjusted to exclude any sums by which Authority determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

24.0 CONFLICT OF INTEREST

Operator represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Work required hereunder. Operator further agrees that no persons having any such interest shall be employed to perform those services.

25.0 WAIVER OF CLAIMS - Operator hereby waives any claim against the Lee County Port Authority, or Lee County, Florida, and their respective officers, agents or employees for loss of anticipated profits caused by any suit or

proceedings directly or indirectly attacking the validity of the Request for Bids, the Bid evaluation or award or this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring the Bid process or this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

26.0 TIME OF THE ESSENCE - Time is expressed to be of the essence of this Agreement.

27.0 CONTRACT MADE IN FLORIDA - This Agreement has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Operator are expressly set forth herein and this Agreement can only be amended in writing signed by both parties. It is agreed that the venue of any action brought under this Agreement shall be in Lee County, Florida.

28.0 DEFAULT AND TERMINATION - Except as otherwise provided herein, in the event that:

- (a) The Operator fails to keep, perform and observe each and every covenant and agreement set forth in this Agreement and such failure shall continue for a period of more than five (5) days after delivery to the Operator of a written notice of such breach or default; or
- (b) The Operator's occupational or business license shall terminate or Operator shall fail to furnish the Authority with any performance guaranty

or evidence of insurance as required by the Request For Bids or this Agreement for any reason; or

- (c) The Operator shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or any State thereof or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- (d) The Operator shall have a petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within fifteen (15) days after the filing thereof; then, the Lee County Port Authority, in its discretion, shall have the right to terminate this Agreement for default, which termination shall be effective twenty-four (24) hours after written notice of such termination is given to the Operator. In the event that the Authority terminates this Agreement for default, the Operator shall receive compensation earned to the date of termination (but the Authority shall have the right to offset its damages and any amounts owed by the Operator to the Authority against any amount owed to Operator). Operator shall not be compensated for any profits earned or claimed after

the receipt of the Authority's Notice of Termination by default. The Authority's election to terminate this Agreement for Operator's default shall in no way be construed to limit the Authority's right to pursue and exercise any other remedy available to it pursuant to the terms of the Agreement or otherwise provided by law or equity.

- (e) Notwithstanding anything else herein contained, the Lee County Port Authority may terminate this Agreement in whole or in part at any time for its convenience by giving the Operator sixty (60) days written notice. In that event, the Operator shall proceed to complete any part of the Work, as directed by the Authority and shall settle all its claims and obligations under the Agreement, as directed by the Authority.
- (f) The Operator may request that this Agreement be terminated by submitting a written notice to the Authority dated not less than one hundred and twenty (120) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Authority reserves the right to accept, or reject, the termination request submitted by the Operator, and no such termination request submitted by the Operator shall become effective until Operator is notified, in writing, by the Authority of its acceptance.

29.0 AIR OPERATIONS AREA (AOA) SECURITY MAINTENANCE - Employees of the Operator or subcontractors who must work full or part time within the

Secured Area/Air Operations Area (AOA) at the Southwest Florida International Airport must qualify for and obtain the appropriate Airport-issued identification badges which must be worn at all times while within the aforementioned areas. Badges shall be worn on outer, uppermost garments so as to be clearly visible in order to distinguish, on site, employees assigned to a particular Operator. Badges shall be issued individually. Drivers of delivery or hauling vehicles will not require badges but must be under the continuous escort of a properly badged employee while within the Secured Area/AOA. The Operator and/or subcontractor(s), as applicable, shall be required to execute a Letter of Agreement with the Airports' Police Department for the purpose of the following:

- (a) They will be responsible for any other persons in their employment including subcontractor and their employees, and material suppliers.
- (b) Employees issued the temporary I.D. badge will be restricted to the immediate area of the work. The Airports' Police Department will issue an eight-hour (8) temporary I.D. to contractor's employees should they leave their issued I.D. (unescorted access) at home. Employees that lost or forgot their issued I.D. may not be escorted within the Secured Area/SIDA/AOA.
- (c) Any employee of the Operator or subcontractor found outside their area of work shall be removed from that area. The Operator or subcontractor may not be permitted to utilize this individual for any further work on Airport(s) property, as determined appropriate by the Authority.

- (d) Any badged employee of the Operator found outside their area of work by an FAA or TSA Security Inspector, and causing a fine to be assessed against the Airport, shall be responsible for the payment of the fine. Operator shall be jointly liable for the payment of any fine assessed and the Service Agreement may be subject to termination.
- (e) Operator and subcontractors are responsible for control of I.D. badges issued to their employees. Employees who quit or are terminated must return their cards to their respective supervisor. The respective Operator and/or subcontractors must return the I.D. badges to the Airports' Police Department within twenty-four (24) hours of receipt. It shall be the contractor's responsibility to notify the Authority Police Department immediately at the moment of awareness of any employee who has terminated their employment. The Authority Police Department may be reached by calling (239) 590-4810. The Operator is also responsible for submitting a letter, on company letterhead, regarding the status of the employee. This letter is to be directed to the Authority Police Department and is to be submitted within twenty-four (24) hours of the termination.
- (f) The Operator and subcontractors will be required to obtain additional access privileges and media to work in the Federal Inspection Station (FIS), including the International Arrivals Building (IAB) and the In-Transit Lounge (ITL). This access and the conditions and requirements thereof

are administered directly by U.S. Customs and Border Patrol (C&BP) at the Southwest Florida International Airport.

30.0 PARKING - The Authority will provide free parking at a place or place(s) designated by the Authority for all on-site Operator personnel directly engaged in the performance of the Agreement.

31.0 NOTICE REGARDING PUBLIC ENTITY CRIMES - Section 287.133(3)(a), Florida Statutes, (1995), requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a), Florida Statutes.

Section 287.133(2)(a), Florida Statutes, prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- (a) Contracting to provide goods or services to a public entity.
- (b) Submitting a bid on a contract for construction or repair of a public building or public work.
- (c) Submitting bids on leases of real property to a public entity.
- (d) Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$10,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

32.0 HEADINGS - The headings of the Articles, Sections, Exhibits, and Attachments as 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 Attachments.

33.0 ENTIRE AGREEMENT - This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

34.0 NOTICES AND ADDRESS

34.1 NOTICES BY OPERATOR TO AUTHORITY - All notices required and/or made pursuant to this Agreement to be given to the Operator to the Authority shall be in writing and shall be given by the United States Postal Service, to the following Authority address of record:

LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Attention: Airport Executive Director

34.2 NOTICES BY AUTHORITY TO OPERATOR - All notices required and/or made pursuant to this Agreement to be given by the Authority to the Operator shall be made in writing and shall be given by the United States Postal Service, to the following Operator's address of record:

Attention:

34.3 CHANGE OF ADDRESS - Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

35.0 AMENDMENTS - The terms and provisions contained in this Agreement may be amended, in writing, by the Agreement of both parties. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written Amendment(s), the requirements, provisions and/or terms of the latest executed Amendment(s) shall take precedence.

36.0 MODIFICATIONS - Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Amendment(s) or Supplemental Task Authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Amendment(s) or Supplemental Task Authorization(s), the latest executed Amendment(s) or Supplemental Task Authorization(s) shall take precedence.

37.0 ACCEPTANCE - Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST: CHARLIE GREEN
Clerk of the Circuit Court

**BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Chair or Vice Chair

APPROVED AS TO FORM:

By: _____
Port Authority Attorney's Office

Signed, Sealed and Delivered
in the presence of:

OPERATOR

Witness

Signature

Witness

By: _____
Printed Name

SEAL

Title

EXHIBIT "A"
PERFORMANCE BOND

LEE COUNTY CONTRACT NO. _____
BOND NO. _____

PERFORMANCE BOND

I. KNOW ALL MEN BY THESE PRESENTS: That _____
, Contractor, located at _____
, telephone number [Telephone Number of Contractor], as Principal, and _____
, as Surety, located at _____
(Business Address), telephone number (____) _____,
are held and firmly bound unto the **Lee County Port Authority**, Lee County,
Florida, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913,
telephone number (239) 590-4800, as Obligee and contracting public entity, in
the sum of _____
(\$ _____), lawful money of the United States, for the payment
whereof we bind ourselves, our heirs, executors, personal representatives,
successors and assigns, jointly and severally, firmly by these presents.

The owner of the property being improved is Lee County, Florida, Post Office
Box 398, Fort Myers, Florida, 33902, telephone number (239) 533-2111.

II. WHEREAS, Principal has entered into a contract (hereinafter "the Contract")
dated the _____ day of _____, 20____, with Obligee for the
Maintenance, Operation, and Management of Parking Facilities and Shuttle
Services at the Southwest Florida International Airport Project in accordance with
the conditions and provisions further described in the aforementioned contract,
which is by reference made a part hereof.

WHEREAS, the property to be improved is located at:

11000 Terminal Access Road, Fort Myers, Florida, 33913.

The improvements covered by the Contract is generally described as: _____

III. THE CONDITIONS OF THIS BOND are that if Principal

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, and
2. Pays Obligee any and all losses, damages, costs and attorney's fees that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force.
4. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.
5. In no event shall the Surety be liable in the aggregate to Obligee for more than the penalty of its performance bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL:

BY: _____
 Authorized Signature (Principal)

 Printed Name

 Title of Person Signing Above

STATE OF _____)
)ss
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____, who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

Signature of Notary

Printed Name of Notary

(SEAL)

Notary Public State of _____

My Commission Expires _____

Commission Number: _____

BY: _____
As Attorney in Fact (Attach Power)

Printed Name

Agency Name

Agency Mailing Address

Agency Telephone Number

STATE OF _____)
)ss
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____, who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

Signature of Notary

Printed Name of Notary

(S E A L)

Notary Public State of _____

My Commission Expires _____

Commission Number: _____

EXHIBIT "B"
PAYMENT BOND

LEE COUNTY CONTRACT NO. _____
BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
, Contractor, located at _____
, telephone number (_____) _____, (hereinafter called the
"Principal"), and _____
, (hereinafter called the "Surety"), located at _____
, telephone number (_____) _____, a surety insurer chartered and
existing under the laws of the State of _____ and
authorized to do business in the State of Florida, are held and firmly bound unto the
LEE COUNTY PORT AUTHORITY, Lee County, Florida, as principal contracting entity,
11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, telephone
number (239) 590-4800 (hereinafter called the "Obligee") in the sum of _____
(\$ _____), for payment of which we bind ourselves, our heirs,
personal representatives, successors, and assignees, jointly and severally.

The owner of the property being improved is Lee County, Florida, P.O. Box 398,
Fort Myers, Florida, 33902, telephone number (239) 533-2111.

WHEREAS, the property to be improved is located at 11000 Terminal Access
Road, Fort Myers, Florida, 33913.

WHEREAS, the Principal and Obligee have reached a mutual agreement
(hereinafter referred to as the "Contract") as of _____, 20____, (the
Contract date) for the purpose of providing maintenance, operation, and management
of parking facilities and shuttle services at the Midfield Terminal Complex at the
Southwest Florida International Airport, said Contract being made a part of this Bond by
this reference.

A. NOW THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE
PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in Section
255.05(1), Florida Statutes, supplying the Principal with labor, materials, or
supplies, used directly or indirectly by the Principal in the prosecution of the
work provided for in the Contract; and

- 2. Shall pay the Obligee for all losses, damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal under the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal; then this Bond is void; otherwise, this Bond remains in full force and effect.

B. BE IT FURTHER KNOWN:

- 1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the surety of any such changes, alternations, extensions or forbearance being hereby waived.
- 2. Certain claimants seeking the protection of this Bond by instituting an action for payment must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and specifically the notice and time limitations contained in Section 255.05 (2), Florida Statutes, and otherwise provided by law.
- 3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED _____ day of _____, 20____, (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

ATTEST

PRINCIPAL:

Witness

By: _____
Authorized Signature (Principal)

Witness

Printed Name

Title of Person Signing Above

OR

Witness

BY: _____
As Attorney in Fact (Attach Power)

Witness

Printed Name

STATE OF _____)

)ss.

COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____ who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 20__.

Notary Public, State of _____

Printed Name of Notary _____

Commission Number: _____

My Commission Expires: _____

(S E A L)

ATTEST

Printed Name: _____

Business Address: _____

Witness

Authorized Signature _____

Witness

Printed Name _____

OR

Witness

As Attorney in Fact (Attach Power)

Witness

Printed Name

_____ Agency Name
 _____ Agency Mailing Address
 _____ Agency Telephone Number

STATE OF _____)
)ss.
 COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____, who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

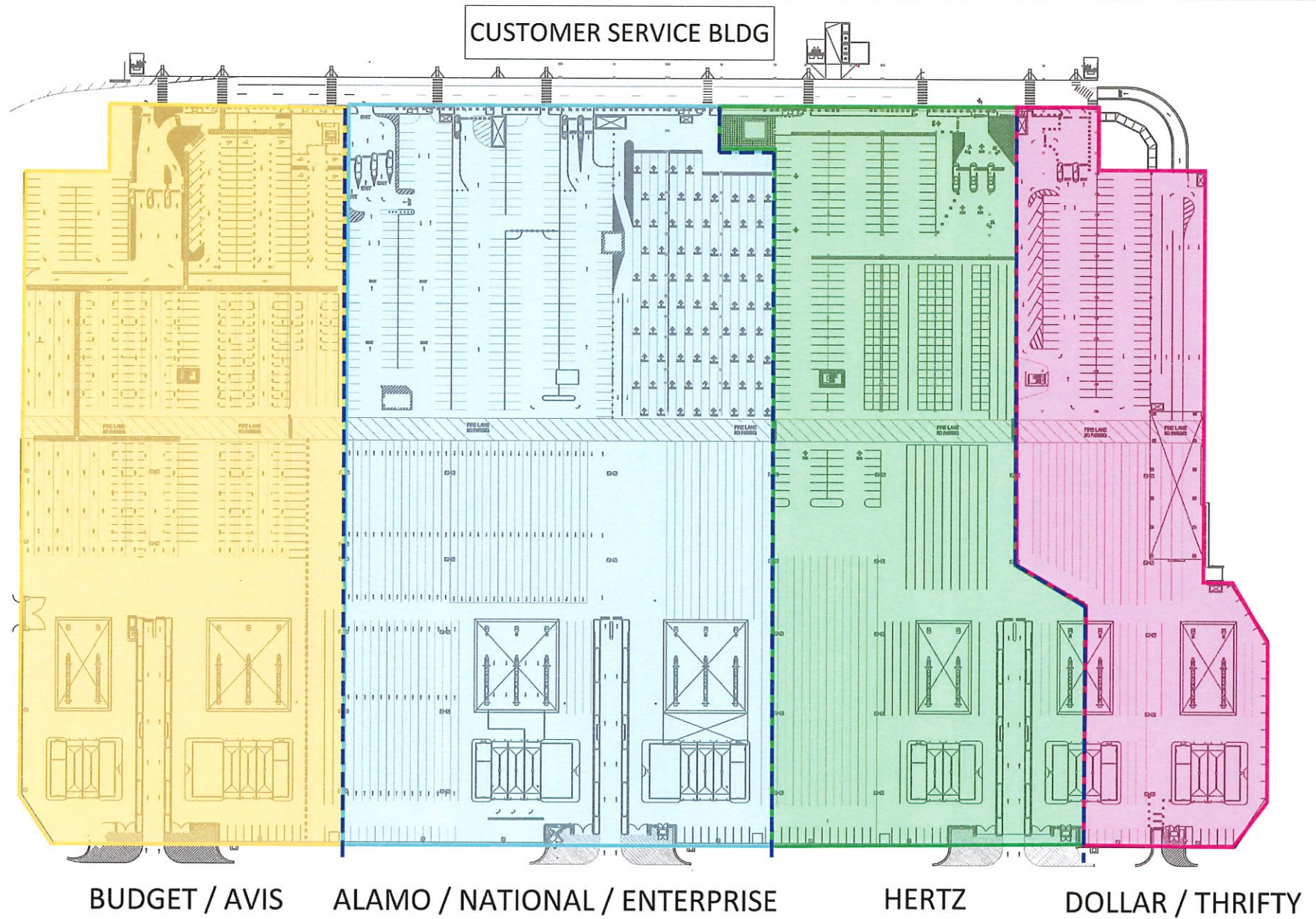
 Signature of Notary

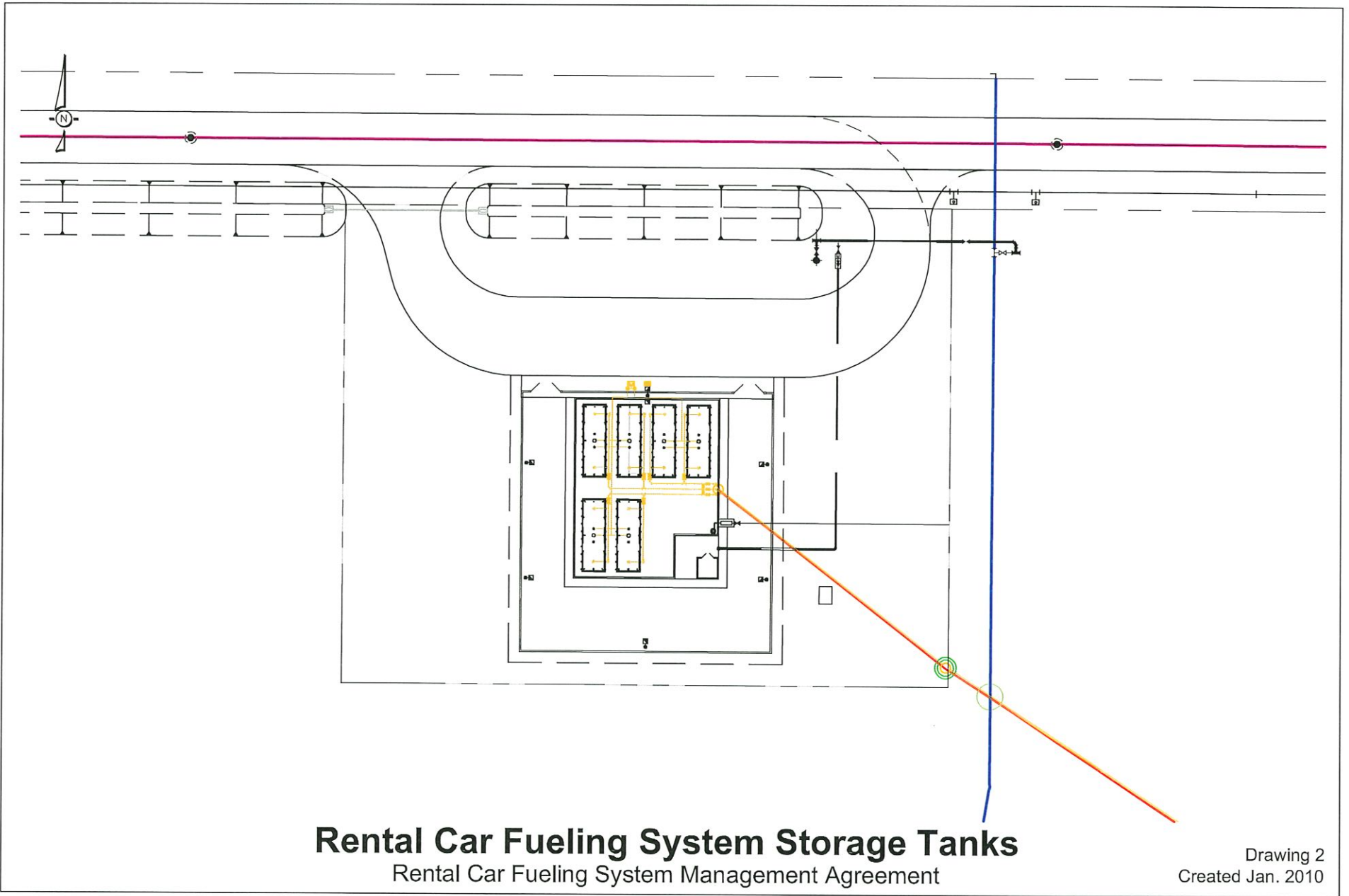
 Printed Name of Notary

(S E A L) Notary Public State of _____
 My Commission Expires _____
 Commission Number: _____
 Notary Public, State of _____

EXHIBIT "C"

RENTAL CAR FUELING SYSTEM ILLUSTRATIONS





Rental Car Fueling System Storage Tanks
Rental Car Fueling System Management Agreement

Drawing 2
Created Jan. 2010



Proposal for:

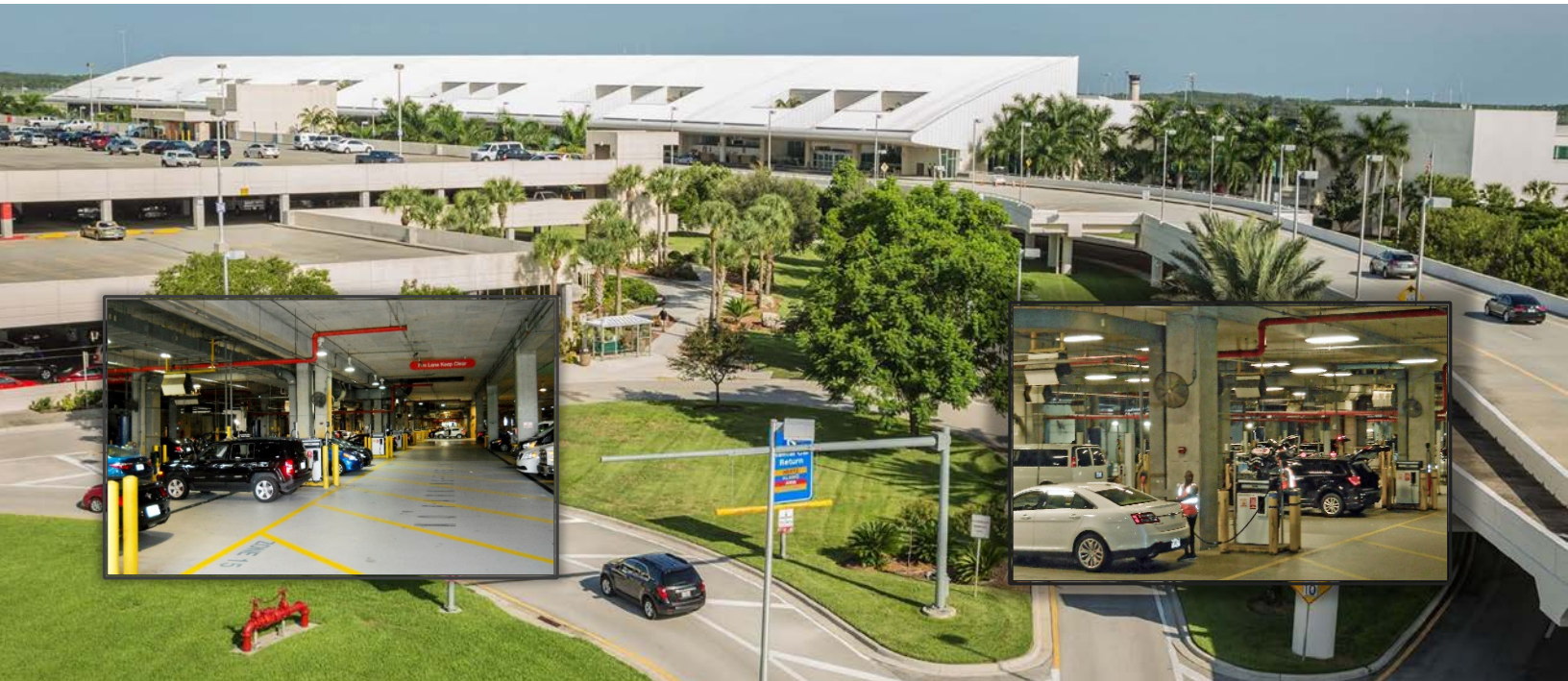
Lee County Port Authority

11000 Terminal Access Road

Fort Myers, Florida 33913

Due date: May 2, 2019; 2:00 PM ET

OM&M for Rental Car Fueling System

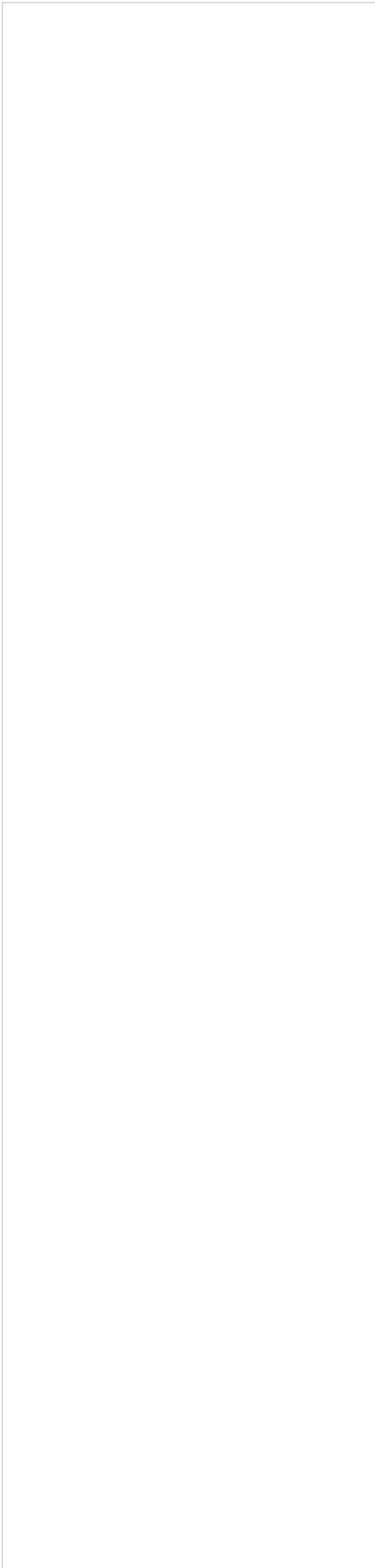


Offered by:

Fuel Facility Management, Inc.

650 SW 34th Street, Suite 202

Fort Lauderdale, FL 33315



FORM 1
BIDDER'S CERTIFICATION

FORM 2
OFFICIAL BID FORM

FORM 3
LOBBYING AFFIDAVIT

FORM 4
PUBLIC ENTITY CRIMES FORM

FORM 5
BIDDER'S SCRUTINIZED COMPANIES CERT.

FORM 6
LOCAL VENDOR PREFERENCE AFFIDAVIT

FORM 7
PROFESSIONAL REFERENCES

FORM 8
BID BOND

SECTION 9
FINANCIAL STATEMENTS (Part C – 11,B)

SECTION 10
EXPERIENCE REQUIREMENTS (Part C – 12)

SECTION 11
LICENSES, CORPORATE STANDING, INSURANCE

SECTION 12
ADDITIONAL INFORMATION



FORM 1

BIDDER'S CERTIFICATION



FORM 1 - BIDDER'S CERTIFICATION

I have carefully examined this Port Authority Request for Bids (RFB) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum # 1 Date: 4/19/19 Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 120 days so that the Authority will have time to properly evaluate this bid.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Port Authority or of any other Company who is interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Fuel Facility Management, Inc.
NAME OF BUSINESS
Janet Hoose
AUTHORIZED SIGNATURE
Janet Hoose, President
NAME, TITLE, TYPED
20-1222444
FEDERAL IDENTIFICATION #
State of: Florida
County of: Broward

P O Box 21013
MAILING ADDRESS
Ft. Lauderdale, FL 33335
CITY, STATE & ZIP CODE
561-662-0305
TELEPHONE NUMBER / FAX NUMBER
janethoose@FFMAirport.com
EMAIL ADDRESS

This foregoing instrument was acknowledged before me this 19th day of April, 2019, by Janet Hoose, who is personally known to me or produced _____ as identification.

Rebecca Reimer 614204859
Signature of Notary Serial/Commission No.





FORM 2

OFFICIAL BID FORM



FORM 2 - OFFICIAL BID FORM

BID NO. **RFB 19-12**

BIDDER'S NAME: Fuel Facility Management, Inc.

DATE: MAY 2, 2019

TIME: 2:00 P.M. LOCAL TIME

Purchasing Office
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

Ladies/Gentlemen:

The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents, including but not limited to, General Information, Special Instructions and Requirements, Specifications and other Contract Documents, and having fulfilled bid requirements herein, bidder is to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

Operation, Management, and Maintenance of the Rental Car Fueling System at Southwest Florida International Airport

in full accordance with the specifications prepared in accordance with the requirements of the solicitation and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the term specified for the total bid price awarded, which is based on the following bid schedule:

The undersigned submits the following Annual Management Fees:

Contract Year 1: \$ 210,000.00

\$ Two hundred and ten thousand dollars
(in writing)

Contract Year 2: \$ 192,000.00

\$ One hundred and ninety-two thousand dollars
(in writing)

Contract Year 3: \$ 192,000.00

\$ One hundred and ninety-two thousand dollars
(in writing)



Contract Year 4: \$ 192,000.00

\$ One hundred and ninety-two thousand dollars
(in writing)

**Total Annual Management Fees
for Contract Years 1, 2, 3 and 4:** \$ 786,000.00

\$ Seven hundred and eighty-six thousand dollars
(in writing)

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]



FORM 3

LOBBYING AFFIDAVIT



FORM 3: LOBBYING AFFIDAVIT

STATE OF: Florida

COUNTY OF: Palm Beach

Janet Hoose

being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of Fuel Facility Management, Inc. (bidder), maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the Agreement required by this Port Authority Bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Port Authority Bids. The prospective bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

Janet Hoose
AFFIANT

The foregoing instrument was acknowledged before me on April 19, 2017,
by Janet M Hoose (name of person, officer or agent, title of officer or agent), of
Fuel Facility Management Inc. (corporation or partnership, if applicable), a
Florida (State of incorporation or partnership, if applicable), on behalf of
the Fuel Facility Management Inc. (Corporation or partnership, if applicable). He/She is personally
known to me or has produced _____ as identification.

Janet Hoose
Signature of person taking acknowledgment

Janet M Hoose
Name typed, printed, or stamped
President
(Title or rank)



Rebecca Reimer 66204859
Signature of Notary (Serial or Commission No.)

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS



FORM 4

PUBLIC ENTITY CRIMES FORM



FORM 4: PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract 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 work as a bidder, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The bidder certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal entity, department or agency.

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

BIDDER'S NAME: Janet Hoose, President
Fuel Facility Management, Inc.



FORM 5

BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION



FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY'S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Janet M Hoose
[Signature]

Notary Public
State of Florida
County of Palm Beach

Sworn to and subscribed before me this 19 day of April, 2019,
by Janet M Hoose who produced the following as identification
(Type of identification) or is personally known to me. My Commission
Expires 4/8/2022.

[stamp or seal]
Rebecca Reimer
[Signature of Notary Public]
Rebecca Reimer
[Typed or printed name]





FORM 6

LOCAL VENDOR PREFERENCE AFFIDAVIT



FORM 6: LOCAL PREFERENCE AFFIDAVIT

The firm submitting the attached bid is either (please check one):

- A firm whose principal place of business is located within the boundaries of Lee County, Florida.

Please identify the firm name and physical address below:

(in Lee County, Florida)

- A firm that has provided goods or services to Lee County or the Lee County Port Authority on a regular basis for the preceding consecutive three (3) years and has the personnel, equipment, and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods for this project.

Please provide the following information:

Number of employees currently working in Lee County full time = _____

Projects completed in Lee County over the last consecutive three (3) years:

_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__

Current Lee County location of equipment, materials and personnel that will be used full time on this project:

(in Lee County, Florida)

- A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement.

Please identify the firm name and physical address below:

- Not a Local Vendor as defined by Lee County Ordinance 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.



FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

Janet Hoose
Printed Name
President
Title
Janet Hoose
Signature

Notary Public – State of Florida
County of Palm Beach

Sworn to and subscribed before me this 19 day of April, 2019

Personally known or produced identification

My Commission Expires 4/8/2022

(Type of identification)

Rebecca Reimer

Printed, typed or stamped commissioned name of Notary Public





FORM 7


PROFESSIONAL REFERENCES




FUELING SYSTEM REFERENCES

“The Bidder shall furnish in its Bid the name, address, contact person and telephone number, e-mail address of a minimum of at least two (2) references where the Bidder has operated, managed, and maintained successful continuous or on-call (24/7) aircraft and/or vehicle or related fueling systems at least as complex as those requested at the Southwest Florida International Airport during the prior five (5) years.”

Greater Orlando Aviation Authority – Orlando International Airport

Greater Orlando Aviation Authority	
<p><u>Location:</u> Orlando International Airport One Jeff Fuqua Blvd. Orlando, FL 32827</p> <p><u>Contact:</u> Allen Powell, Properties Manager</p> <p><u>Phone:</u> (407) 825-7799 <u>Email:</u> apowell@goaa.org</p>	<p><u>Period of Performance:</u> Fuel Facility Management, LLC was awarded this contract in December 2009 and has had its contract renewed two (2) times during this period, which demonstrates a high level of customer satisfaction.</p> 

Broward County Aviation Department – Ft. Lauderdale International Airport

Broward County Aviation Department	
<p><u>Location:</u> Ft. Lauderdale International Airport 2200 S.W. 45 St., Suite 101 Dania Beach, FL 33312</p> <p><u>Contact:</u> Curtis Johnson, Contract Manager</p> <p><u>Phone:</u> (954) 359-1260 <u>Email:</u> curjohnson@broward.org</p>	<p><u>Period of Performance:</u> Fuel Facility Management, LLC was awarded this project in June 2004 and has had successful renewals four (4) times since, and won a rebid two times, evidence of Broward County’s high level of customer satisfaction with the quality of FFM’s management and operation of the facility.</p> 



FORM 8

BID BOND



FORM 8: BID BOND

SOLICITATION NUMBER RFB 19-12

BID BOND _____

KNOW ALL MEN BY THESE PRESENTS, that we Fuel Facility Management, Inc. as
(BIDDER'S NAME)
Principal, and Travelers Casualty and Surety Company of America a Corporation licensed to do business under the laws of the
(SURETY'S NAME)
State of Florida as a Surety, are held and firmly bound unto LEE COUNTY PORT AUTHORITY, LEE COUNTY, FLORIDA (obligee), in the SUM OF 5% of Total Amount Bid (\$ _____) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this 2nd day of May, 2019.

WHEREAS, said Principal is herewith submitting a bid for:

RFB 19-12, Operation, Management, and Maintenance of the Rental Car Fueling System at Southwest Florida International Airport

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the contract upon said bid within the specified time and shall enter into a written Contract, satisfactory in form, and shall provide an acceptable Performance and Payment Bond from a Surety acceptable to the LEE COUNTY PORT AUTHORITY as well as other insurance as may be required to the Port Authority within fifteen (15) calendar days after the written Notice of Award date, or within such extended period as the Port Authority may grant, then this obligation shall be null and void. Otherwise, said Principal and Surety shall pay to said Port Authority in money the difference between the amount of the bid of said Principal and the amount for which said Port Authority may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said Port Authority if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon finding from the Board of Port Commissioners for Lee County that the bid protest was frivolous and/or lacked merit.

Subject to the use and issuance of annually renewable Performance and Payment bond forms.

Witness as to Principal: Fuel Facility Management, Inc. (SEAL)
(Principal)

[Signature]
(By) John K. Jeremiah VP

Witness as to Surety: Travelers Casualty and Surety Company of America (SEAL)
(Surety's name)

[Signature]

(By-As Attorney in Fact, Surety)
Robert T. Theus, Attorney-in-Fact

Affix Corporate Seals and attach proper Power of Attorney for Surety.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Robert T Theus** of **JACKSONVILLE Florida** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

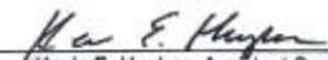
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2nd day of May, 2019




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



SECTION 9

FINANCIAL STATEMENTS

(Part C-11,B)



April 23, 2019

**Ref: Lee County Port Authority
RFB #19-12**

Re: Fuel Facilities Management Banking Relationship

Dear Sir or Madam,

My name is Eric Clemons and I am a Senior Vice President with Ameris Bank. I am writing you this letter on behalf of Fuel Facility Management, Inc., who has been a long-time client of mine. I have banked the company and its owners for more than 10 years now, and have valued the relationship very highly. Fuel Facility Management has always met its obligations in a timely manner and has an excellent credit profile. On behalf of myself and Ameris Bank, we would greatly appreciate the opportunity to expand our credit relationship with Fuel Facility Management. The company is well positioned to expand its client base and Ameris Bank would be a willing advisor and partner for any such opportunity. The overall reputation of Fuel Facility Management has been well earned, and the company's past historical performance positions it well for continued growth and expansion. If you have any questions or would like to discuss further, please reach out to me directly on my cell phone at (904) 563-3423.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric Clemons', with a long, sweeping horizontal line extending to the right.

Eric Clemons
Senior Vice President
Commercial Banking



5/2/2019

INCOME CERTIFICATION

Fuel Facility Management, Inc. has current annual gross income from existing agreements to furnish operation, management, and maintenance of vehicle fueling systems at commercial service airports involving operations as complex as those specified in the RFB.

For the 12-month period immediately preceding the bid, FFM had a gross income in excess of \$1,000,000.00 from combined airport operations at FLL, MCO, SAT, and MEM.

By:  _____

John K. Jeremiah – Fuel Facility Management, Inc.



SECTION 10

EXPERIENCE REQUIREMENTS

(Part C-12)

EXPERIENCE REQUIREMENTS (PART C – 12)

FUELING SYSTEMS EXPERIENCE

“Fuel Facility Management, Inc. (FFM) has over five (5) years of continuous successful experience in operating, managing, and maintaining vehicle fueling systems in the United States at a medium-hub and larger commercial service airport, to include experience in the operation, management, and maintenance of multiple fuel storage tanks, to include receiving of bulk fuel deliveries and properly documenting, testing, maintaining, and auditing fuel inventories.”

FFM manages, operates, and maintains the following locations, which have similar requirements to the Port Authority’s Fueling System requirements.

- *Greater Orlando Aviation Authority – Orlando International Airport (since 2009)*
- *Memphis-Shelby International Airport (since 2012)*
- *Broward County Aviation Department – Ft. Lauderdale International Airport (since 2004)*
- *Hillsborough County Aviation Authority – Tampa International Airport (2010-March 2018)*

Greater Orlando Aviation Authority – Orlando International Airport (MCO)

Greater Orlando Aviation Authority

Description of Services Provided:

Orlando International Airport ConRAC is the largest ConRAC in the U.S. with 4.5 million square feet, not including the parking facility.

The Orlando ConRAC has two locations spanning miles of parking and roadways.

The facility includes 105 dispensers, 210 fueling positions, 26 car washes, 48 vacuum systems, associated vehicle systems, fire sprinkler/alarm system, and storage and tagging of 6,600 rental cars. Each month this ConRAC processes more than 300K vehicles.

Fuel Facility Management, LLC was awarded this contract in December 2009.



Memphis-Shelby International Airport (MEM)

Memphis-Shelby International Airport

Description of Services Provided:

Memphis-Shelby ConRAC is a 12 acre, 1.9 million square foot facility consisting of two levels in the Ground Transportation Center.

The QTA is located just outside the parking garage under canopy and includes fueling, washing, vacuuming, associated vehicle systems, and staging and storage for up to 1,500 rental cars. The QTA area includes 24 fueling positions, 6 car wash bays, and processes over 35,000 vehicles per month.

FFM was awarded this contract in September 2012.



Broward County Aviation Department – Ft. Lauderdale International Airport (FLL)

Broward County Aviation Department

Description of Services Provided:

One of the largest ConRACs in the U.S., it is a 4.5 million square foot, 9-floor mixed-use facility. The main level is a QTA for the rental car companies and includes a maintenance and repair area with fueling, washing, vacuuming, associated vehicle systems, and staging for up to 1,000 rental cars.

The QTA area includes an overall fueling system with 63 fuel dispensers, 126 fueling positions, smoke exhaust system, and fire suppression systems, with staging and storage for 5,000 cars. As ConRAC manager, FFM processes over 210,000 vehicles per month.

Fuel Facility Management, LLC was awarded this project in June 2004.



Hillsborough County Aviation Authority – Tampa International Airport (TPA)

Hillsborough County Aviation Authority

Description of Services Provided:

Tampa International (TPA) ConRAC was a 2.3 million square foot facility.

The QTA was on the ground floor and consists of 48 fueling positions, 13 car wash bays, vacuum system, associated vehicle systems, and storage and staging for 3,840 rental cars.

The TPA ConRAC processes 165,000 vehicles per month.

FFM was awarded this contract in August 2010 through March 2018.



KEY PERSONNEL – SUPERVISOR AND TECHNICIAN

Supervisor – Randy Fries

FFM’s designated on-site Supervisor, Randy Fries, is a State of Florida Master Electrician and has been actively involved in the construction, management, and operations of large fleet fueling facilities and in particular, Consolidated Rental Car Facilities. Randy has served as the Facility Site Manager at the Tampa International Airport Rental Car Facility QTA, managing and maintaining the facility for all major rental car companies handling over three (3) million gallons of fuel each year. He is experienced with automated fuel inventory management systems and is trained and certified in all manner of technical and safety functions related to the work requirements of this contract. Randy is the most qualified Supervisor for the Scope of Services requested, with his background working in the design, construction, operation, and management of large fleet rental car facilities, and specific training on the equipment installed at Southwest Florida International Airport, Lee County Port Authority will greatly benefit from Randy’s experience and expertise.

AREAS OF SPECIALIZATION

- Operation and Personnel Management
- Petroleum Contracting and Construction
- Electrical Construction/ Site Supervision, Safety, and Quality Control
- Oversee and manage daily operations
- Management of Fuel Inventory
- Hazardous Locations
- Fueling system controls & repairs

RESPONSIBILITIES

- Communicate any major issues to the Support Team for solutions to prevent problems
- Coordinate all training and safety programs between new hires and RAC employees
- Enter any and all required maintenance and repairs into the CMMS system, monitor the system to identify any potential issues that may arise



- Oversee the fueling process to ensure alignment with both regulatory requirements and compliance
- Communicate and interact with Airport, RACs, sub-contractors, and suppliers
- Accounting and compliance of budgets, warranty issues, required reporting, and all functions involved in day to day facility management
- Inspect and evaluate work conducted by all sub-contractors
- Communicate daily with RAC managers throughout different functions to determine any issues that need to be addressed
- Communicate with FFM back office staff on any reporting, invoicing, and inventory issues
- Coordinate and assign level of priority and response
- Monitor and track fuel usage, which allows for exporting usage reports to individual agencies and insures accuracy of the primary reporting system
- Perform tank and line testing, etc. as required by the Authority and all regulatory agencies applicable to the facility
- Provide and maintain annual tank registration, licenses, and permits
- Perform product testing for quality assurance as needed
- Maintain and make repairs as needed to dispensers, dispenser liners, submersible pumps, piping sumps, leak detection equipment, fuel management system, fuel electrical system, piping, and tanks
- Prepare and maintain Environmental Spill Plans (SPCC) and Storm Water Discharge Plans (SWPPP)
- Provide fuelers training to Agency employees
- Reconcile fuel daily and maintain records of compliance

PROFESSIONAL BACKGROUND

A Master Electrician with over 30 years' experience in a variety of Petroleum construction projects for different government agencies, including DOD agencies. Randy held positions in Project Management, Quality Control, and Site Superintendent for different size projects throughout the Southeast.

SIMILAR PROJECTS

Facility Site Manager Fuel Facility Management Inc. 2010-2018

Tampa International Airport Rental Car Facility Quick Turnaround Area

Managed and maintained the facility for all major rental car companies, handling over 3 million gallons of fuel annually.

Ellis Environmental Group, LC; Gainesville, FL 2004 -2008

Project Manager - Town of Orange Park

Underground tank replacement rewiring of fuel system, monitor system, new UST's, 4- new area lights and two 10 hp loading pumps, and new underground electric service to future building.

Project Manager, Port Consolidated Facility, Fort Pierce FL.

New UST's and Loading Rack at unattended fuel site. Wiring of all pump and controls for large flow units and Monitor system.

Electrical Project Manager Jan 2001 – Aug 2004

Phoenix Products, Jacksonville FL

Broward Count Aviation authority/ Cummings –Centex Rooney

Consolidated Rental Car Facility

Installed all new fuel system for all rental car agencies with Electrical Controls and Monitor Systems and Fuel Management systems.



REGISTRATIONS & AFFILIATIONS

- Northeast Florida Safety Council, Trenching Course Cert# 24930X03S19792
- Electrical Estimator Course (40) Hours FCCJ
- Duval County Master License 1987
- U.S. Army Corps of Engineers Construction Quality Management Training
- Environmental Compliance Training
- American Red Cross First Aid Training
- American Red Cross CPR/AED training
- State of Florida Electrical Contactor –EC1283
- State of Georgia Electrical Contactor- EN9435
- Florida Storm water Inspector
- OSHA 30 Hour Construction
- OSHA Scaffolding Competed person
- Fuel Master Fuel Management system trained

ADDITIONAL FUEL-RELATED EXPERIENCE

Fuel Master Card Reader Projects

- Broward County Fleet fueling – several remote locations upgrade to their Fuel Master Card readers
- American Airlines Miami Airport – Equipment Fueling on Airside
- Blue Links construction materials fleet fuel site Miami Fuel Master Upgrade
- Army National Guard – Camp Blanding – Ave D. Mogas and diesel fueling center – upgrade to system

Pneumator Leak Detection Systems

- Kings Bay Naval Submarine Base – Sewer Lift stations thru out entire base and used oil tanks
- City of Jacksonville, Fleet fueling – multiple sites

CERTIFICATES AND LICENSES







Certificate of Completion of Apprenticeship

State of Florida
Department of Labor and Employment Security
Division of Labor
Bureau of Apprenticeship
Know All Persons By These Presents That

RANDY M. FRIES

has with merit fulfilled the terms of the apprenticeship agreement, in accordance with the standards prescribed by the Department of Labor and Employment Security, Division of Labor, Bureau of Apprenticeship, and the Federal Committee of Apprenticeship in the craft of Electricity

and is hereby recognized as a qualified Electrician together with all the rights, privileges and opportunities which pertain thereto. witness our signature and seal this 30 day of April, 19 81.

LOCAL APPRENTICESHIP SPONSOR OR ADVISORY COMMITTEE

Chairman James H. Adams
Secretary Richard H. Quinn
NUMBER 67383



STATE OF FLORIDA
DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY

John B. Goina
Director, Division of Labor
Chief, Bureau of Apprenticeship

TECHNICAL TRAINING CERTIFICATION

THIS CERTIFICATE IS ISSUED IN RECOGNITION THAT

Randy Fries

HAS SATISFACTORILY COMPLETED

FSC3000™ Fuel Site Controller & Petro Vend® Fuel Island Terminals
(Installation, Configuration & Troubleshooting)

Jun 22, 2016	900258	Jun 23, 2018
ISSUE DATE	TECH NUMBER	EXPIRATION DATE



Certificate of Completion

Randy M. Fries
Name

Fuel Facility Management
Company

has successfully completed the
Pneumercator Co., Inc. Factory Training Program
for the following Liquid Level Control and Leak Detection Systems

LC1000/PC1000 LC2000 TMS2000/3000 TMS2000W Wireless Flex Probes

_____ _____

Certification ID: _____ 10091 Expires: _____ Saturday, May 18, 2013

Peter Siniawski
Instructor

PNEUMERCATOR CO., INC. • 120 Finn Court, Farmingdale, NY 11735 • (631) 293-8450 • Fax (631) 293-8533



Proposal for Operations, Management, & Maintenance of the Rental Car Fueling System at Southwest Florida International Airport – RFB #19-12



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD
1940 NORTH MONROE STREET TALLAHASSEE FL 32399-0783
(850) 487-1395

FRIES, RANDY M
ELLIS ENVIRONMENTAL GROUP LC
2579 KERSHAW DRIVE WEST JACKSONVILLE FL 32211

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA AC# 3827574
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

EC0001283 06/24/08 076008846

CERTIFIED ELECTRICAL CONTRACTOR
FRIES, RANDY M
ELLIS ENVIRONMENTAL GROUP LC

IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2010 L08062400926

DETACH HERE

AC# 3827574

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L08062400926

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 06/24/2008, 076008846, EC0001283

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010

FRIES, RANDY M
ELLIS ENVIRONMENTAL GROUP LC
414 SW 140 TERRACE NEW BERRY FL 32669

CHARLIE CRIST
GOVERNOR

CHUCK DRAGO
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW



Technician – [TBD]

EXPERIENCE

FFM's Technician will have experience and demonstrate the ability to:

- Conduct general repairs and maintenance
- Frontline communication with floor managers to report and resolve any issues
- Report maintenance issues to the manager and enter work into the CMMS for scheduling and repairs
- Provide preventative maintenance on equipment to prolong life cycle
- Escort sub-contractors

RESPONSIBILITIES INCLUDE:

- Coordinating, managing, and maintaining fuel deliveries, which are generally night-time drops
- Meeting delivery fuel trucks and receiving delivery tickets, verifying quantities received and insuring no spills occur during fuel drops
- Monitor and report on all activities associated with the fuel inventory
- Inspect the entire fuel system
- Take necessary measures to ensure interruptions to fuel supply are minimized
- Provide Monthly Operating and Maintenance Reports in a format acceptable to the Authority
- Respond to fuel spills and ensure proper cleanup and disposal procedures are implemented
- Respond to alarms and events to insure the highest standard of safety for passengers, customers, and staff
- Check dispenser calibration and ensure accuracy

KEY PERSONNEL – REGIONAL MANAGER: JOHN JEREMIAH

John Jeremiah, FFM Vice President – Regional Manager



- 15 Years of Facility Management experience
- Managing Member of a Property Management Company since 2005
- Licensed Petroleum Contractor for 25 years
- Licensed Tank Testing Contractor
- Certified Hazwopper and Hazardous Material Trainer
- Certified OSHA Trainer
- Certified Petroleum Equipment Technician
- Experienced in SPCC plans and compliance documentation

Key Benefits to CONRAC Members

- Experienced CONRAC Manager with 13 years managing and operating some of the largest facilities at airports in the U.S.
- Proven procedures and trained personnel capable of successfully managing large complex CONRACs.
- Has worked with the Proposed Supervisor (Randy Fries) for over 20 years and have successfully completed numerous petroleum operational and maintenance projects many of which are still on-going.

Because of John's knowledge in the CONRAC industry and because he is a certified technician on most of the equipment used in these facilities and has actually supervised building them, he is well known and

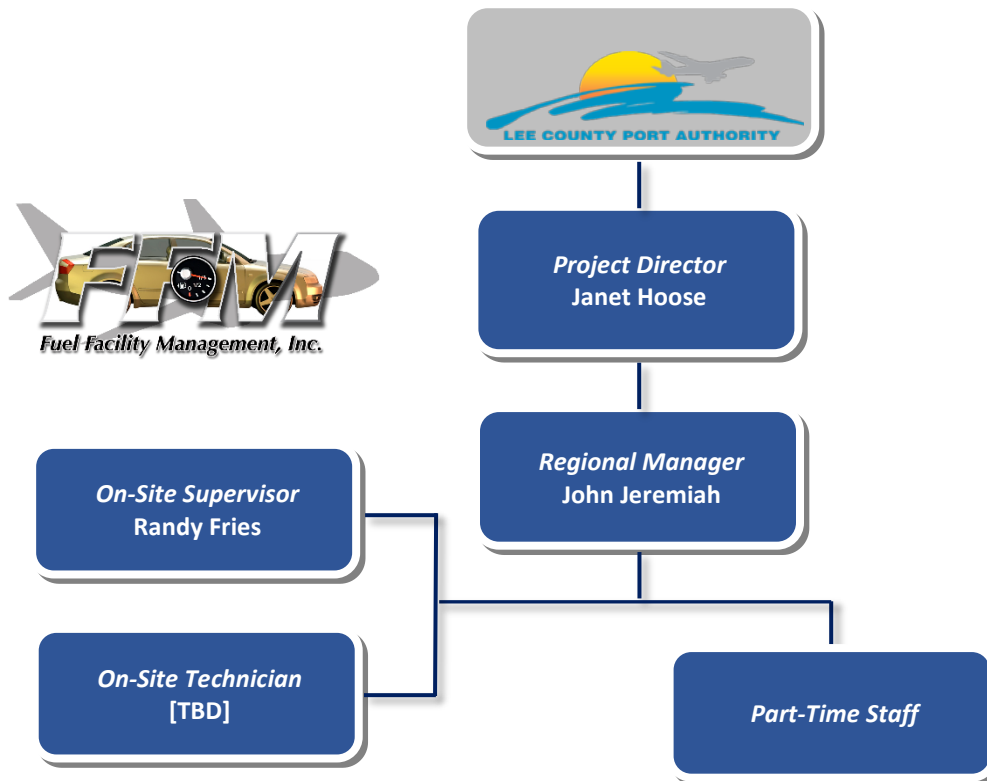


is called upon frequently to consult in what works best when an airport is planning a new CONRAC. John has the ability to speak with one of our technicians on the phone and have him describe the problem with the equipment and then walk him through fixing it, so the agencies are back up and running, not waiting on an outside vendor.

RESPONSIBILITIES INCLUDE:

- Preparing an Annual Maintenance Plan, Annual Management Plan, Operating Budget, and Inventory Plan
- Negotiate Fuel Contracts for the Tenants
- Oversee Operations

ORGANIZATIONAL CHART





SECTION 11

LICENSES, CORPORATE STANDING, INSURANCE



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE POLLUTANT STORAGE SYSTEMS CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JEREMIAH JOHN KEVIN

FUEL FACILITY MANAGEMENT INC
7586 WORRAL DRIVE
LAKE WORTH FL 33463

LICENSE NUMBER: PCC056670

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

2:49:39 PM 4/19/2019

Licensee Details

Licensee Information

Name: **JEREMIAH, JOHN KEVIN (Primary Name)**
FUEL FACILITY MANAGEMENT INC (DBA Name)

Main Address: **7586 WORRAL DRIVE**
LAKE WORTH Florida 33463

County: **PALM BEACH**

License Mailing: **7586 WORRAL DR**
LAKE WORTH FL 33463

County: **PALM BEACH**

LicenseLocation:

License Information

License Type: **Certified Pollutant Storage System Contractor**

Rank: **Cert Pollutant**

License Number: **PCC056670**

Status: **Current,Active**

Licensure Date:

Expires: **08/31/2020**

Special Qualifications **Qualification Effective**
Construction Business **02/20/2004**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

[2601 Blair Stone Road, Tallahassee FL 32399](#) :: Email: **[Customer Contact Center](#)** :: Customer Contact Center:
850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**JEREMIAH, JOHN KEVIN
FUEL FACILITY MANAGEMENT INC
7586 WORRAL DRIVE
LAKE WORTH FL 33463**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

RQ0066481 ISSUED: 06/14/2017

**REGISTERED PRECISION TANK TESTER
JEREMIAH, JOHN KEVIN
FUEL FACILITY MANAGEMENT INC
THIS REGISTRATION IS VALID ON
STATEWIDE BASIS**

**HAS REGISTERED under the provisions of Ch 489 FS.
Expiration date : AUG 31, 2019 L1706140000521**

DETACH HERE

RICK SCOTT, GOVERNOR

MATILDE MILLER, INTERIM SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
	RQ0066481

The PRECISION TANK TESTER
Named below HAS REGISTERED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2019

**THIS REGISTRATION IS VALID ON
STATEWIDE BASIS**

**JEREMIAH, JOHN KEVIN
FUEL FACILITY MANAGEMENT INC
7586 WORRAL DRIVE
LAKE WORTH FL 33463**



ISSUED: 06/14/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1706140000521



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
FUEL FACILITY MANAGEMENT, INC.

Filing Information

Document Number	P04000087440
FE/EIN Number	20-1222444
Date Filed	06/04/2004
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/12/2009
Event Effective Date	NONE

Principal Address

650 SW 34TH ST SUITE 202
FORT LAUDERDALE, FL 33315

Changed: 07/20/2012

Mailing Address

P.O. BOX 21013
FORT LAUDERDALE, FL 33335

Changed: 06/24/2014

Registered Agent Name & Address

HILLEY & WYANT-CORTEZ P.A.
860 US HIGHWAY ONE
SUITE 108
NORTH PALM BEACH, FL 33408

Name Changed: 01/20/2010

Address Changed: 01/20/2010

Officer/Director Detail

Name & Address

Title PRES

HOOSE, JANET M
 650 SW 34TH ST SUITE 202
 FORT LAUDERDALE, FL 33315

Title VP

JEREMIAH, JOHN K
 650 SW 34TH ST SUITE 202
 FORT LAUDERDALE, FL 33315

Annual Reports

Report Year	Filed Date
2017	03/15/2017
2018	02/25/2018
2019	03/18/2019

Document Images

03/18/2019 -- ANNUAL REPORT	View image in PDF format
02/25/2018 -- ANNUAL REPORT	View image in PDF format
03/15/2017 -- ANNUAL REPORT	View image in PDF format
03/25/2016 -- ANNUAL REPORT	View image in PDF format
04/02/2015 -- ANNUAL REPORT	View image in PDF format
02/04/2014 -- ANNUAL REPORT	View image in PDF format
02/08/2013 -- ANNUAL REPORT	View image in PDF format
01/17/2012 -- ANNUAL REPORT	View image in PDF format
03/16/2011 -- ANNUAL REPORT	View image in PDF format
01/20/2010 -- ANNUAL REPORT	View image in PDF format
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03/30/2008 -- ANNUAL REPORT	View image in PDF format
04/09/2007 -- ANNUAL REPORT	View image in PDF format
02/07/2006 -- ANNUAL REPORT	View image in PDF format
04/03/2005 -- ANNUAL REPORT	View image in PDF format
06/04/2004 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations



April 11, 2019

RE: Insurance Provisions for Facilities Operational, Management and Maintenance
Services of the Rental Car Fueling System at Southwest Florida International Airport

To Whom it May Concern,

Insurance Office of America represents Fuel Facility Management, Inc. in their insurance needs, and maintains an ongoing relationship for insurance requirements at several International Airports in the Management of Consolidated Rental Car Facilities. We have done so for Fuel Facility Management, Inc. since 2004.

If awarded this contract, Fuel Facility Management, Inc. will be able to furnish the requested insurance in accordance with their contractual obligations.

If I can be of any further assistance, please do not hesitate to contact me at 954-334-0377 or christine.milone@ioausa.com

Sincerely,

A handwritten signature in black ink that reads 'Christine Milone'.

Christine Milone
Account Manager



ADDITIONAL REMARKS SCHEDULE

AGENCY Insurance Office of America, Inc.		License # 0E67768	NAMED INSURED Fuel Facility Management, Inc. 7568 Worrall Road Lake Worth, FL 33463
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 Proof of Insurance Only for request for bids - RFB #19-12 for the operation, management and maintenance of the Rental Car Fueling System at Southwest Florida International Airport



SECTION 12

ADDITIONAL INFORMATION



ADDITIONAL INFORMATION

STARTUP AND TRANSITION PLAN

During the pre-operational phase, or Start Up, FFM will provide trained personnel from our other facility operations to act as a *Start Up Team* and work through the initial milestones. By dedicating the necessary management and personnel resources, FFM's Start Up Team will lay the groundwork for a smooth, cost effective start to operations. Team members will develop a detailed budget and scope of services for all preventive maintenance, repairs, emergency repairs, and service contracts and negotiations. This same Start Up Team has experience in the successful setup, registration, programming, start up, and commissioning of fuel systems, wash bays, building equipment, and other ancillary systems associated with vehicle fleet fueling facilities at two of the largest CONRACs in the country. Moreover, FFM's team demonstrated at Orlando International Airport (MCO), Tampa International Airport (TPA), Fort Lauderdale-Hollywood International Airport (FLL), and Memphis International Airport (MEM) that we have the ability to perform the tasks required and maintain open lines of communication with all stakeholders involved.

FFM's Management Team is accustomed to working in all areas of CONRAC operations, which allows us to transition from construction to operation to maintenance, including assisting the contractor for the specific needs of the RACs, while making sure that all facility obligations are met. Important for transition purposes: FFM has the experience to identify the immediate needs and is task-oriented and proficient in staffing, office set up, establishing network communications, completing registration, insurance, setting up and troubleshooting equipment necessary to start operations, and coordinating the transition of the Members from their current facility into the new facility.

Company President, Janet Hoose, who will function as Project Director, is knowledgeable in all areas of Contract Performance, including responsibilities of Fuel and Facilities Management, personnel, and working with the Members on any concerns that may arise during the Contract term.

OPERATIONS AND MAINTENANCE PLAN

FFM was among the first CONRAC Managers to develop Operation and Maintenance manuals when the Fort Lauderdale International Airport (FLL) facility opened in 2004. Many other CONRAC managers have adopted and now use our original format. During the development of those O&M manuals, not only did we identify all operational duties, but we also addressed all compliance issues and the required reporting formats for OSHA, Fire Marshal, EPA, SPCC plan, and local agencies who conduct on-site inspections. There are certain protocols and reporting requirements that must be implemented throughout the year for compliance with these different agencies and are often asked for when inspections occur.

FFM is proud of our record, having gone above and beyond the standard requirements. In fact, at FLL we received a commendation from the Department of Environmental Protection after the inspection saying that they had never seen such a large facility (126 fueling positions) where dispensers were so clean, and sumps so well maintained. Moreover, we have received similar comments following inspections at all of the facilities we manage. In order to remain current with the constantly changing regulations, we continually work to maintain good relationships with all on-site inspectors. As each airport is different, we may use the same Operation and Maintenance manual as a template to reduce the cost to Members, but then we sit down with the Airport's Environmental and Safety Personnel to determine what changes need to be adapted in order to be in compliance.



INTEGRATED FACILITY MANAGEMENT

Operational Approach Integrated into Exclusive Operations

Customer Maintenance Management Software (CMMS): FFM uses a CMMS to better manage, monitor, and control maintenance operations, resources, equipment, and compliance. In many instances, Members have exclusive use products or services that they want to incorporate into their servicing of vehicles. We have assisted with this in the past and billed that Member separately for those exclusive items. At FLL, Hertz decided they wanted to install CMI on their dispensers. FFM brought in our electricians to assist with the installation and then billed Hertz separately for the additional labor. In Memphis, one Member preferred a particular soap for cleaning their windshields. FFM assisted in setting it up and billed the additional parts used in the set up to that Member.

We are able to manage both common use and exclusive use through the CMMS system for easy tracking and billing. We understand that this is a Consolidated facility, but that each company is its own entity and may have individual preferences and do things in their own way. FFM works with each Member to accommodate those individual needs.

Fuel Management Program: Fuel Management is a key component of FFM operations. Janet Hoose, FFM's President, has been working with fuel vendors, fuel pricing, and fuel bids for more than 41 years. As General Manager of one of the largest fuel distributors in the Southeast, fuel management was one of her core responsibilities. Our Vice President, John Jeremiah, is licensed as a Petroleum Contractor and Tank Tester. He has built CONRACs and previously owned his own company that served this industry. Numerous airports and consultants from around the country continue to consult with John when putting together plans for a new CONRAC.

FFM's fuel management program will provide fuel system management, maintenance, emergency services, environmental compliance, and repairs to support the on-going fuel needs of the facility.

FUEL MANAGEMENT PLAN

Ability to Meet Fuel Supply Needs

FFM is very experienced at managing start-up operations having done so at three of the largest CONRACs in the country, including MCO the largest and busiest. Commissioning 105 dispensers and 210 fueling positions is no easy task under normal circumstances, but in Orlando, the selected manager, an aviation company, who had a very limited knowledge of the vehicular equipment, dropped out two weeks before the deadline to open the facility. As opening day got close, they had no idea how to get the facility up and operating. As a result, the RACs called FFM and asked if we would be interested in managing the Orlando CONRAC, which we agreed to immediately. They had just one additional requirement, "just one thing, you have two weeks to do it."

The electricity had not even been turned on, so nothing had been commissioned. FFM's start up team got right to work. The initial startup fuel was one of the first things the previous company had purchased and the RACs had paid for. When we reviewed the contract, Janet renegotiated the fuel by putting it out to bid, which saved the RACs \$50K per month or \$600K per year. Next, we commissioned the facility, working diligently with the fuel engineer and company that installed the system. The pumps worked and the dispensers worked, but the dispensers were not talking to the operating system so that transactions could be recorded and tracked by agency. FFM's trained staff had the knowledge and expertise necessary to program the equipment and rewire missing data links.

The ultimate outcome, and what we are most proud of, is the fact that, in 2009, the RACs and the Airport were able to meet their deadline and open the facility on time. Since that time, we have had three renewal periods and are proud to say, we have not had service disruptions since then due to fuel.



Because there are no pipelines, cities in Florida and Memphis are two of the most volatile markets for fuel in the U.S. Florida’s fuel is brought in by ship and Memphis by barge. There are hurricanes, storms restrictions on the ships that bring the fuel into Ports, and inventory issues when switching to summer driving RVI in April—Any and all of these can cause terminal outages.

That being said, how have the airports that FFM manages never run out of fuel? We do it by leveraging fuel volume. First, we only purchase from National suppliers (the same ones your corporate procurement people deal with) and, second, we do not depend on a single source supplier, but instead bid it out to competing companies. We have different suppliers at different airports who know that if they allow us to run out of fuel, they could lose their contract to a competitor. National suppliers also have the ability to pull from terminals all over the country, so if one area is having a supply issue, part of their emergency contingency plan with FFM is to bring fuel in from another state, if necessary. One important reason that the facility should not be managed by a TPO affiliated with an Oil company is that, if there is a disruption, there is no incentive for them to make sure your needs are met as their affiliate is not going to go to use a third-party supplier.

In the 14 + years FFM has been operating CONRACs, we are proud to say that we have never let any of our facilities run out of fuel. This is true even while experiencing several hurricanes, numerous terminal outages, and truck strikes—we have been through it all. We know that one of the RAC’s main priorities is “Never Run Out of Fuel,” and we honor that priority by making it an FFM commitment.

Ability to Fulfill the Administrative Functions

FFM is very familiar with the Gasboy and Fuel Master fuel equipment installed at the facility. In fact, John Jeremiah has 28 years of experience in the Petroleum equipment industry working with both of the two main suppliers of commercial dispensers, Gasboy and Wayne. John owned his own Petroleum equipment business prior to co-founding FFM, and has installed and repaired both Gasboy and Wayne dispensers. At FFM, our technicians are also very familiar with both. Fuel Master has its own Internet-based proprietary software reporting system that communicates with the dispensers for tracking transactions by dispenser and then in turn by Member. FFM then gathers that data, and to reduce costs, centralizes the reporting, which is distributed to each Member with their individual usage. FFM then ties these reports in with the tank monitoring system, which is also internet based. With the data from both systems, we are able to generate the daily inventory reports used for ordering fuel and monitoring variances in inventory for compliance reporting. As required, invoices can be generated daily or weekly, and then emailed to the Members designated team. We currently use this method at all four of the airports we manage and have had no problems supplying the Members with daily usage reports.

Methodology

RACs are not strangers to purchasing fuel. In fact, just the opposite. They have procurement employees dedicated to searching and bidding fuel for their private off-airport sites and continuously monitor those purchases. Having been on the other side of the table (supplier selling to the RACs), Janet was able to establish a protocol that saves them money when buying fuel from the suppliers, which includes eliminating as many loop holes as possible when writing contracts. Now that she was *buying the fuel for them, not selling the fuel to them*, her expertise saved them money by forcing the supplier to be more transparent. Some of the RACs adopted that format for these fuel contracts and use them in their offsite proposals. There is a big difference between buying fuel for the Members and selling fuel to the Members. This is why FFM stresses that it is not in their best interest when CONRACs are managed by a TPO affiliated with an oil company, whose loyalty would naturally be with the partnering oil company first. RAC procurement people know this, but after the agreement is signed, there is very little that can be done about it.

FFM’s Methodology is to eliminate the middle person and, instead, pass the savings on to the Members. Our process includes: 1) putting together a fuel bid; 2) dealing with only large National distributors who,



in turn, deal directly with the Members accounts payable departments; 3) tracking all transactions; 4) reporting this information daily to the supplier and the Member's accounting team; and 5) ensuring that the supplier directly bills each Member and the Members directly pay the supplier.

EMPLOYEE TRAINING PROGRAM

FFM will provide the Authority with an Employee Training Program for the Lee County facility within 30 days of the contract execution.

FFM will either perform or cause subcontractors to perform preventative maintenance and repairs necessary to operate the facility in an organized and continuous manner.

Our philosophy and procedures with respect to recruitment and training starts with promoting and placement from within our organization. With our hands-on approach and in-house training, many of our employees were able to advance to other Airport Rental Car Centers, bringing with them specific training for Operating and Managing a QTA Rental Car Center.

Additional employees for Lee County will go through FFM's general hiring practices where local people will be hired and trained to perform the required duties. All employees must demonstrate the ability to read, write, and comprehend written instructions.

Training for new employees includes, but is not limited to:

- Dispenser troubleshooting, repairs, and Maintenance
- Fuel Handling, Spill Response, Clean-up and Disposal Procedures
- FMS Training
- Inventory Controls
- Environmental Controls
- Personal Protective Equipment PPE
- OSHA HAZWOPER, Confined Space Entry, and Incident Command Training
- Fit Testing
- Air Monitoring
- Reports and Documentation
- Car Wash and Vacuum Systems
- Car Wash and Vacuum Preventative Maintenance and Supplies
- Warranty Claims and Procedures
- QTA Operations
- Fueling System Components
- Fire procedures and fire alarm equipment
- Window wash and Compressed Air
- Security Awareness and Criminal Reporting Procedures
- Incident Reports

FFM performs a ten-year criminal history check and finger print background check on each potential employee does not hire any person convicted of a theft related felony or misdemeanor.



QUALITY CONTROL PROGRAM

FFM has developed a centralized audit and quality-monitoring program, which allows us to download reports to a common server, where our home office personnel reviews fuel deliveries, usage reports, and reconciliation for each facility we manage. Any discrepancies in fuel quantities are investigated to insure accountability at each facility is uncompromised.

FFM requires on-site personnel to document the activities and duties completed by each shift in a daily log, which is maintained on site and reviewed by the Site Manager, Airport Authority, and by the home office.

FFM will implement a preventative maintenance program as to all components of the Fuel System, including, but not limited to, dispensers, nozzles, fuel lines, tanks, valves, piping, and all parts and components thereof.

FFM will supervise, observe, and control dispensing of Class 1 liquids, as set forth in U.B.C. Standard No. 10-1 while liquids are being dispensed.

Responsibilities of FFM as the attendant shall include:

- Preventing the dispensing of Class 1 liquids into portable containers not in compliance with 9.2.3.1
- Preventing the use of nozzle hold open devices that do not comply with 6.6.2
- Control sources of Ignition
- Immediately activate emergency controls and notify the fire department and emergency personnel of any fire or other emergency
- Respond to fuel spills and Emergency procedures as needed

FFM provides reports, checklists, and forms in the operation of the Facility that include;

- Dispenser Checklist, which consists of condition of the fuel hose, inspection of the dispenser sump for liquids present, gaskets and seals, internal piping, and filter date.
- Piping and Sump Checklist to inspect the sumps at least monthly for the presence of liquids and condition of the sumps, access lids, gaskets, line pressure, valves, entry boots, piping and annual testing
- Tank Checklist to include tightness test, spill basins, overfill valves, liquid level probes, water levels, tank interstitial, submersible pumps, tank sumps, overfill alarm, and test boots
- Fire extinguishers inspection dates and current condition
- ATG inspections including monthly leak tests and annual sensor operability tests

FFM will make Corporate Visits, which will include at a minimum, a monthly visit for the first three months of operation, and quarterly visits thereafter. Additional visits will be scheduled as deemed necessary by the Authority and/or Corporate Management.

Company President, Janet Hoose, will be the point of Contact for the Off-Site Management Team and who is knowledgeable in all areas of the Contract Performance, including: responsibilities of the Fuel and Facilities Management Personnel, and working with the Authority on any concerns that may arise during the course of the Contract.

FFM can provide accurate budget estimates based on our experience so the annual budget adjustment, or true up with the Agencies is within a slim margin of error, keeping the operational budgets for both parties manageable.



Over the life of the contract, FFM will provide Quality Assurance and Quality Control Measures, which include:

- Budget Analysis and Cost Controls
- Long Term Capital Improvement Planning
- Inventory Management
- Continued Personnel Training
- Communication and Scheduled Meetings with the Authority and RAC Management
- Performance evaluations for FFM’s on-site personnel
- Accountability for Operations and Contingency planning to insure the continued success of the Operation and all Parties involved.

FFM will operate the facility as not to endanger or interfere with the Authority, airport operations, the general public, or any other authorized users of the Southwest Florida International Airport.

SUMMARY REMARKS

For more than 41 years, FFM has designed, constructed, installed, and operated Fleet Fueling management systems for a number of the largest private industry fleets in the U.S. On behalf of our customers, we strive to reduce costs, whether through efficient management of assets, negotiating better prices, or the installation of systems to allow for efficient management.

Members will receive the benefit of FFM’s experience as a provider of CONRAC management solutions with the following expertise specifically related to this contract:

- *Experienced CONRAC Provider:* FFM Principals have over 41 years of experience and are currently managing three of the largest CONRAC facilities in the country. Our operational and management expertise makes for a smooth startup transition.
- *Customer Service:* We understand that the purpose for installing a CONRAC is to provide improved customer experience when renting a vehicle at the Airport, which extends to our relationship with the Members as well. We know that the Members’ top priority is productivity, an efficient facility, and a safe work place for their employees. FFM currently provides this level of service at all our facilities and, given the opportunity, will take this same approach at the CONRAC.
- *Reduced Costs:* FFM took part on design teams with major airports, large and small, specializing in constructing CONRACs. This gives us the unique experience of being on “both sides of the fence.” We know what works and what does not, so we get it right the first time, saving the Members time and money. As detailed in our Fuel Program, FFM does not require a fuel deposit from the Rental Car Companies, saving large sums of your money held up in escrow deposits.
- *Trusted Partner:* FFM is a company you can trust with your investment. We bring a team of certified equipment maintenance technicians, tank monitoring technicians, licensed electricians, and licensed petroleum contractors. We are a team you can trust with those assets.

As an experienced facilities management provider, we express our firm commitment to deliver outstanding performance on behalf of CONRAC Members. Moreover, we believe our submittal demonstrates that we have the required capabilities and that our key personnel bring the qualifications and experience necessary to effectively execute the services under this CONRAC contract.



Direct Dial: (239) 590-4557

Fax: (239) 590-4539

JEFF MULDER, A.A.E.
EXECUTIVE DIRECTOR

July 3, 2019

RICHARD WM. WESCH
PORT AUTHORITY ATTORNEY

Fuel Facility Management, Inc.
JANET HOOSE, PRESIDENT
7586 Worrall Road
Lake Worth, FL 33463

BOARD OF
PORT COMMISSIONERS

Subject: Notice of Intended Decision with Respect to Award of Bid

BRIAN HAMMAN

Dear Ms. Hoose,

LARRY KIKER

This letter is to inform you that Lee County Port Authority, upon a thorough review of all bids, intends to recommend award of Request for Bid 19-12 and enter into an agreement with Fuel Facility Management, Inc., to operate, manage and maintain the Rental Car Fueling System at the Southwest Florida International Airport.

FRANK MANN

Enclosed please find the Service Provider Agreement for your signature. Please sign and, within ten calendar days, return two (2) originals to:

JOHN E. MANNING

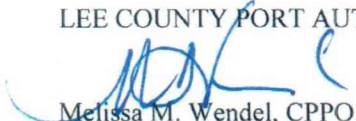
Ms. Toni Elias, Senior Procurement Agent
Lee County Port Authority Purchasing Office
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913

CECIL L. PENDERGRASS

Please be advised that the Service Provider Agreement will not be final until the Airport Special Management Committee and the Lee County Board of Port Commissioners approve the award. We congratulate you on being the successful bidder and look forward to working with you.

Sincerely,

LEE COUNTY PORT AUTHORITY



Melissa M. Wendel, CPPO
Purchasing Manager

mmw/dnc
FEDERAL EXPRESS
Attachment

cc: Gregory S. Hagen, Legal
Stephanie Riley, Contracts
Richard Keane, Maintenance
Toni Elias, Purchasing

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

11000 Terminal Access Road, Suite 8671 - Fort Myers, Florida 33913-8213
www.flylcpa.com

Lee County Contract No. _____

**LEE COUNTY PORT AUTHORITY
MANAGEMENT AGREEMENT FOR THE
OPERATION, MANAGEMENT, AND MAINTENANCE OF THE
ON-AIRPORT RENT-A-CAR FUELING SYSTEM
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
RFB 19-12**

THIS AGREEMENT is entered this ____ day of _____, 2019, between the **LEE COUNTY PORT AUTHORITY**, a political subdivision and special district of the State of Florida ("Authority"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and **FUEL FACILITY MANAGEMENT, INC.**, a Florida Corporation ("Operator"), at P.O. Box 21013, Fort Lauderdale, FL 33335, Federal Identification Number 20-1222444.

WITNESSETH

WHEREAS, the Authority operates the Southwest Florida International Airport ("Airport") in Fort Myers, Florida and provides for the operation of a Rental Car Fueling System on the Airport under a series of On-Airport Rent-A-Car Concession Agreements (collectively, the "Rent-A-Car Concession Agreement") between the Authority and various On-Airport Rent-A-Car concessionaires, as they currently exist, and such other concessionaires as may be added or deleted over the term of this Agreement (collectively the "Fueling Companies"); and

WHEREAS, Authority desires to enter a Management Agreement for the operation, management, and maintenance of the Rental Car Fueling System at the Airport; and,

WHEREAS, the Authority has solicited competitive bids from qualified rental car and aviation fueling system management companies for the operation, management, and maintenance of the Rental Car Fueling System; and

WHEREAS, the Operator certifies that it possesses valid licenses to do business in the State of Florida and in Lee County, Florida; and,

WHEREAS, the Operator has reviewed the services required under the Authority's Request for Bids No. 19-12, all Addenda, and this Agreement, and states that it is qualified, willing and able to provide and perform all such services according to the provisions, conditions and terms below.

NOW, THEREFORE, in consideration of the foregoing and the mutual consideration described below, the parties agree as follows:

1.0 DEFINITIONS

Addendum or Addenda - means any interpretation, revision or addition to the Request for Bids (RFB) issued in the form of a written Addendum by the Authority during the bidding process.

Airport - means Southwest Florida International Airport, located in Lee County, Florida.

Airport Terminal - means the commercial airline passenger terminal building and any modifications or additions thereto.

Annual Operating Budget - means the annual budget for maintaining, operating and managing the Rental Car Fueling System for each Contract Year of the Agreement. The budget shall include a detailed projection of monthly total fuel consumption and deliveries, along with allowable operating expenses.

Authority or Port Authority - means the Lee County Port Authority as the governing body of the Airport.

Bid - means the document requested by the Authority and submitted by the Operator in accordance with the Request for Bids (RFB).

Bidder - means the individual or business entity submitting a response to the Request for Bids.

Commencement Date - means the date for commencing operations under this Agreement at the Airport, October 1, 2019.

Contract Year - means the period beginning on the Commencement Date and ending September 30, 2020, and continuing each twelve-month period thereafter, until the date of expiration or termination of this Agreement, as may be amended or extended.

County - means Lee County, a political subdivision of the State of Florida.

Expansion to Rental Car Fueling System - means any additions, modifications, enhancements, or adjustments that the Authority determines are required to the Rental Car Fueling System.

Extraordinary Cost - means a non-recurring expenditure or obligation that: (1) is not part of the normal and regular ongoing expense of operating the Fueling System; and (2) is not financed in such a way as to be discharged by level monthly payments spread over a period of more than twelve (12) months.

Fueling System Charge - means the monthly charge payable to the Authority by the Fueling Companies for the Fueling Companies' use of the Rental Car Fueling System pursuant to Article 5, Section 5.1(4) of the Rent-A-Car Concession Agreement, as may be amended, extended, or revised.

Gallon - means a U.S. gallon.

Gallonge - means the total number of Gallons of Gasoline (or related product, as approved) dispensed from the Fueling Companies' designated Quick Turn Around ("QTA") area dispensers at the Airport during the relevant period. The Gallonge of each Fueling Company will be the total of all Gasoline dispensed from each respective Fueling Company's QTA area dispenser(s) at the Airport during the relevant period.

Gasoline - means the Gallonge of a Fueling Company for the previous month or the stated month or series of months under consideration.

Management Agreement or Agreement - means this Management Agreement between the Authority and the Operator for the non-exclusive right, privilege and obligation to operate, manage, and maintain the Rental Car Fueling System at the Airport.

Management Fee - shall mean the monthly fee paid to the Operator by the Authority as compensation for the operation, management, and maintenance of the Rental Car Fueling System at the Airport.

Monthly Gallonge - means the Gallonge of a Fueling Company for the previous month or the stated month or series of months under consideration.

Non-Reimbursable Expenses - means the following expenses which are specifically excluded from the Annual Operating Budget and shall be provided by the Operator:

- A. Salaries, costs, and expenses related to legal services, offsite or indirect audit, accounting, administrative, design, engineering, bookkeeping, and executive personnel of the Operator.
- B. The cost of licenses and permits, (excluding registration fees for authorized fleet vehicles) obtained pursuant to existing federal, state, statute, ordinance, rule or regulation.

- C. Internal accounting and audit costs obtained pursuant to existing federal, state, statute, ordinance, rule, or regulation.
- D. Home office travel, home office telephone/communication expenses, home office entertainment, travel accommodations, and off-site general office expenses.
- E. The cost of any and all penalties and fines paid by the Operator and its employees.
- F. The cost or expenses of legal representation.
- G. The cost of secondary audits as provided for in the Agreement.
- H. The cost of any and all bonds, guaranties or Letters of Credit, and the cost of the insurance requirements set forth herein, except as otherwise provided for, which the Operator is required to obtain in accordance with this Agreement.
- I. Any contract negotiation expenses.
- J. Financing costs associated with Operator's working capital.
- K. Any computer equipment necessary to support Operator's home office operations within the Airport and as required by this Agreement.
- L. Costs arising or resulting from negligence, disregard, neglect, failure, carelessness or inattention of Operator or Operator's employees.
- M. Operator's cost of funds necessary to pay Operating Expenses prior to reimbursement by the Authority.
- N. The cost of any payments made by the Operator to the Authority related to the indemnification section of the Agreement.
- O. Federal, state, and local income, personal and applicable sales use and personal property taxes incurred by the Operator or individuals of the Operator, its agents and employees in its operations.
- P. Any late payments or interest charges incurred.
- Q. Long distance telephone charges not directly related to services provided under this Agreement, including long distance telephone charges between the local and home/corporate office and personal calls.
- R. Any Operating Expense not included below as a reimbursable item, and not approved in writing by the Authority.

- S. Start up and transition costs related to the commencement of operations under the Agreement. Expenses related to acquiring, by lease or purchase, suitable operating/office space required to support operations under this Agreement, as described in the Request for Bids, to include associated utilities, taxes, cleaning and maintenance costs.
- T. The cost of acquiring and maintaining Contractor's Pollution and Environmental Insurance, as required under this Agreement.

Operating Expenses - means all direct expenses, without markup, relating to the direct local operation, management, and maintenance of the Rental Car Fueling System at the Airport.

Operations and Procedures Manual or Manual - means the procedures and standards for the operation, management, and maintenance of the Rental Car Fueling System at the Airport as prepared by the Operator and approved by the Authority.

Operator – means the person or legal entity selected by the Authority as the Operator to provide for the operation, management, and maintenance of the Rental Car Fueling System at the Airport.

Other Products - any material, other than gasoline stored in or put through the Fueling System for use in connection with the Rental Car Fueling System and for the benefit of the Fueling Companies.

Reimbursable Expenses - means all anticipated Operating Expenses to be incurred by the Operator in the normal operation of the Rental Car Fueling System, and included in the Annual Operating Budget, including but not limited to, the following:

- A. Fueling System On-Site Manager/Supervisor and staff salaries, as authorized, which are subject to prior approval by the Authority and all other associated payroll costs, such as payroll taxes, health care program costs and related benefits, etc.
- B. Staffing costs of all other employees whether full-time or part-time that are necessary to operate the Fueling System Facilities. Any overtime reimbursement requested from the Authority shall be within the overtime

allowance established in Operator's approved budget and may require an explanation of the need for such overtime.

- C. All payroll taxes and any similar charges, employee benefit costs including workers' compensation insurance and unemployment insurance, and any similar charges, as approved, relating to salaries and wages under Subsections A & B above.
- D. The cost of uniforms. Any Operator issued articles missing from the inventory or those not returned upon termination of an employee are non-reimbursable.
- E. The cost of training for existing local employees, employee seminars, and employee mileage claims, as approved by the Authority.
- F. All materials and supplies, including sales tax and applicable use taxes, required for such operation, including but not limited to office supplies, postage, other supplies and sundry items, forms and printing paper.
- G. The cost of utilities that are not directly connected to the Authority's main meter and telephone service, less any interest or late charges generated by the late payment from the Operator.
- H. The cost of cellular telephones for the On-Site Manager/Supervisor and staff, as authorized.
- I. The cost of any employee bonus or award program, subject to the Authority's prior written approval.
- J. The cost of local employment screening, hiring, and training of employees.
- K. Cost of repairs and maintenance of the Fueling System and any other repairs necessary for the direct operation of the Fueling System as provided for in the Agreement.
- L. The cost of acquiring, maintaining, repairing, and fueling all transportation equipment used in the operation, management and maintenance of the Rental Car Fueling System by the Operator, including sales and use taxes and registration.
- M. Any capital expense, upon prior approval by Authority, that is deemed necessary for the direct operation of the Fueling System.

Rental Car Fueling System (or Fueling System) - means a system for storing and transporting unleaded gasoline (or such other fuel or fuels as may be approved by the Authority in writing), consisting of six (6) 25,000 gallon fuel tanks (150,000 gallons total capacity), oil-water separators, pneumericator bulk inventory and system status reporting system, bulk delivery unloading and fill port stations, FuelMaster automated fuel monitoring and reporting system, 96 duplex fuel pumps with breakaway retractable hoses, and associated double-walled piping with low-point lead detection system linking the fuel farm with the fuel island(s) in the Fueling Companies' respective QTA fueling areas, as well as certain other equipment, improvements and/or appurtenances thereon or as described herein, or as otherwise may be added, subtracted, modified, enhanced, or placed in stock to support the Fueling System on the Airport.

2.0 SCOPE OF SERVICES AND INCORPORATION BY REFERENCE - Operator hereby agrees to operate, manage, and maintain the Rental Car Fueling System at the Airport as described in the Request for Bids and all Addenda; Operator's Bid, dated May 2, 2019; and any other written clarifications of that Bid received by Authority prior to the date of this Agreement. The Request for Bids, all Addenda, and Operator's Bid are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of this Agreement and the Request for Bids; or between this Agreement and Operator's Bid; the terms of this Agreement will control.

3.0 TERM - The term of this Agreement is four (4) years commencing on October 1, 2019, and expiring on September 30, 2023, unless terminated sooner as provided by this Agreement. At its sole discretion, the Authority may extend the term of this Agreement for two (2) additional two-year terms under the same

terms and conditions, except for the Management Fees for Contract Years 5, 6, 7 and 8. If Authority exercises its option to extend the term of this Agreement, the parties will negotiate Management Fees for Contract Years 5 and 6 for the first extension and Contract Years 7 and 8 for the second extension. Each extension agreement must be in writing and signed by the parties with the same formalities as this Agreement and must include the Management Fees for the Contract Years covered by that extension. Authority shall give notice of its desire to extend the term of this Agreement no later than one hundred twenty (120) days prior to the expiration date of the initial term of this Agreement or any subsequent term.

4.0 OPERATIONS AREAS - The Authority grants to the Operator and the Operator takes from the Authority the right to use and occupy the Rental Car Fueling System Facilities (the "Operations Areas") to perform the services required by this Agreement.

4.1 Operator shall be entitled to use, in common with others, the Operations Areas, together with all facilities, equipment, improvements, and services provided in connection with the Operations Areas for the purpose of conducting services under this Agreement.

4.2 Operator may not use the assigned Operations Areas for any commercial or other activity except for the services outlined in this Agreement.

4.3 The Authority reserves the right to expand, contract, or modify the Operations Areas described above or to create additional fueling system or related facilities in its sole discretion. Upon completion of any expansion, contraction, or modification to the Fueling System or related

facilities, such facilities shall be included as Operations Areas under this Agreement upon the same terms and conditions.

4.4 The Operator shall not, at any time during the term of this Agreement, abandon any or all of the Rental Car Fueling System services without prior written approval from the Authority.

4.5 The Operator shall use the Operations Areas only for purposes consistent with its responsibilities under this Agreement and for no other purpose whatsoever. The Operator shall not install any coin or credit card-operated devices such as pay telephones, vending machines or devices, nor install or permit commercial advertising signs or any other type of concession activity without prior written permission of the Authority.

4.6 Authority further grants to Operator the right of ingress to and egress from the Airport over public roadways, subject to all laws, ordinances, rules, and regulations as presently in effect and as may be established in the future by the Authority, Lee County, or the State of Florida, as may be required by Operator's operations. The Authority, or Lee County, may substitute other means of ingress and egress to the Airport, and may temporarily or permanently close any entrance or other roadway, from time to time, during the term of this Agreement.

5.0 OPERATOR'S OBLIGATIONS - The obligations of the Operator with respect to services authorized under this Agreement shall include, but are not limited to the following:

5.1 Licenses - The Operator agrees to obtain, and maintain throughout the term of this Agreement, all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by any State board or other governmental agency responsible for regulating and licensing the services provided and performed by the Operator.

5.2 Personnel - The Operator agrees that when the services to be provided and performed relate to service(s) which, under Florida law, requires a license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all such services provided under this Agreement.

6.0 **PROJECT MANAGERS** - The Authority hereby designates its Contracts Manager, Stephanie Riley, at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, (239) 590-4704 to serve as Authority's Contract Manager for this Project. The Operations Manager for the Operator is

Randy FRIES whose address and telephone number is

address pending Board approval of Contract, 904.256.4372

7.0 **OPERATOR AN INDEPENDENT CONTRACTOR** - The Operator is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Operator, its employees, agents, subcontractors, or assigns, during or after the term of this Agreement.

8.0 **INSURANCE** - Operator must furnish proof of insurance coverages acceptable to the Authority. A copy of the Operator's current insurance certificate verifying the Operator's insurance coverage must be submitted upon execution of this Agreement. The minimum required insurance coverage is not intended to, and shall not in any manner, limit or reduce liabilities and obligations assumed by the Operator, its agents, employees, or subcontractors.

Operator shall furnish the following coverages either through existing policies or by virtue of a specific project policy, with deductible limits acceptable to the Authority:

8.1 Commercial General Liability and Umbrella Liability Insurance - The Operator shall carry limits of insurance no less than the following. Insurance coverage shall include liability arising from independent contractors and contractual liability. Unless otherwise approved in advance, limits of liability carried by subcontractors to the Operator shall be the same as required of Operator.

Bodily Injury/Property Damage	\$ 2,000,000 Each Occurrence
Products/Completed Operations	\$ 2,000,000 Each Occurrence
Personal Injury & Advertising Injury	\$ 2,000,000 Each Occurrence
General Aggregate	\$ 5,000,000 Annually
Excess Liability	\$10,000,000 Annually
Fire Legal Liability	\$ 2,000,000
Medical Payments	\$ 50,000
Employee Dishonesty and Fidelity	\$ 1,000,000

The Lee County Port Authority shall be named as an additional insured on the General Liability policy. The Operator's insurance will be primary and include a waiver of subrogation, by both Operator and its insurers, in favor or the Authority. Any work performed Airside will require a minimum of

\$5,000,000.00 in liability coverage. The insurance provided will include coverage for all parties employed by the Operator. At the discretion of the Authority, all insurance limits may be reevaluated and increased or decreased at the sole discretion of the Authority and at any time during the term of the Agreement.

- 8.2 Business Auto Liability Insurance - Operator shall carry a Business Auto Liability Policy, which includes contractual liability, with a Bodily Injury & Property Damage Limit not less than \$5,000,000 each accident. Such coverage shall cover liability arising out of the use of any automobile (including owned, hired, and non-owned autos). The Authority must be named as an additional insured on the Business Auto policy. A waiver of subrogation by both Operator and its insurers, in favor of the Authority, is required for this coverage.
- 8.3 Contractor's Pollution and Environmental Liability - Operator shall carry Contractor's Pollution and Environmental Liability insurance with limits no less than \$5,000,000.00. The Authority must be named as an additional insured or certificate holder on all coverages.
- 8.4 Professional Liability (as appropriate) - \$2,000,000.00 Each Occurrence/Aggregate.
- 8.5 Workers Compensation - Workers Compensation and Employer's Liability insurance in an amount required by Florida state law. Employer's Liability limits of at least the following are required:

Per Employee	\$1,000,000
Per Employee	\$1,000,000 (Disease)
Policy Limit	\$1,000,000 (Disease)

A waiver of subrogation by both Operator and its insurers, in favor of the Authority, is required for this coverage. Operator's insurance certificate should note any exceptions.

- 8.6 Certificates of Insurance - Upon executing this Agreement, Operator shall furnish to the Authority a properly executed certificate of insurance for each coverage listed. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida. All certificates shall reference this Agreement and evidence and provide for written notice to the Authority prior to the cancellation or material change of any policy.

Failure of the Authority to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Operator's obligation to maintain such insurance. Operator shall furnish certified copies of any or all insurance policies required above within ten (10) days of the Authority's written request for said copies.

The Operator will be responsible for acts or omissions arising out of the operations of any subcontractor, independent contractor or material supplier providing services or materials at the Operator's direction. The Operator will furnish the Authority's Risk Manager with a list of all subcontractors and independent contractors prior to beginning work on Authority property or for the benefit of the Authority. Unless otherwise approved in advance, limits of liability coverage carried by subcontractors

to the Operator shall be the same as required of the Operator. The Operator shall require and ensure that all subcontractors and independent contractors carry insurance as required of the Operator.

8.7 Lapse in Coverage - If Operator does not maintain the insurance coverages required in this Agreement, Authority may cancel the Agreement, or at its sole discretion, be authorized to purchase such coverages and charge Operator for such coverage purchased. The Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverage shall in no way be construed to be a waiver of its rights under this Agreement.

9.0 COMPENSATION AND METHOD OF PAYMENT

9.1 Rental Car Fueling System Management and Operation Services - The Authority shall pay the Operator for all requested and authorized services completed in the amounts and according to the procedures set out in the Request for Bids and the Operator's Bid.

Contract Year 1: Management Fee - \$210,000.00

Contract Year 2: Management Fee - \$192,000.00

Contract Year 3: Management Fee - \$192,000.00

Contract Year 4: Management Fee - \$192,000.00

9.2 Payment When Services Are Terminated at the Convenience of the Authority - If this Agreement is terminated for the convenience of the Authority, the Authority shall compensate the Operator for: (1) all services performed prior to the effective date of termination; (2)

reimbursable expenses then due; and (3) reasonable expenses incurred by the Operator in effecting the termination of services and work.

9.3 Payment When Services Are Suspended – If the Authority suspends the Operator's services or work on all or part of the services required by this Agreement, the Authority shall compensate the Operator for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of, such suspension.

9.4 Non-Entitlement to Anticipated Fees in the Event of Service Termination, Suspension, Elimination, Cancellation and/or Decrease in Scope of Services – If the services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of Amendment(s) to this Agreement; the Operator shall not be entitled to receive compensation for anticipated fees; profit, general and administrative overhead expenses or any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, canceled or decreased.

10.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS - The Operator shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Operator with a third party. Operator may subcontract small portions of the work required hereunder to subcontractors with prior written approval of the Authority.

11.0 MAINTENANCE OF RECORDS - Operator will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Operator for a minimum of five (5) years from the date of termination of this Agreement, or any extension to this Agreement. Authority, the Federal Aviation Administration, the Comptroller General of the United States or any duly authorized agents or representatives of any of them shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours.

12.0 PUBLIC RECORDS – COMPLIANCE WITH SECTION 119.0701, FLORIDA STATUTES

To the extent Operator is “acting on behalf” of Authority in providing services under this Agreement, Operator specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 12.1 Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;
- 12.2 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;

- 12.3 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
- 12.4 Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Operator 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.

IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 590-4504, 11000 TERMINAL ACCESS ROAD, STE. 8671, FORT MYERS, FL 33913, PUBLICRECORDS@FLYLCPA.COM, [HTTPS://FLYLCPA.COM/PUBLICRECORDSREQUESTS](https://FLYLCPA.COM/PUBLICRECORDSREQUESTS).

13.0 PUBLIC RECORDS EXEMPTIONS

Operator agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Operator'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 Operator hereunder. Operator shall require all of its employees, agents, and subcontractors to comply with the provisions of this Article, and acknowledges

that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

13.1 Airport Security Plans - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

Operator agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the Authority's prior written consent, the airport security plan, or any photograph, map, blueprint, drawing, or similar material that depicts critical operational information; and also any threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training that the Authority determines could jeopardize airport security if generally known.

13.2 Building Plans - Operator further acknowledges that Section 119.071(3)(b), Florida Statutes (2005), exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.

Operator agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the Authority's prior written consent, any of the documents or materials listed above, and shall require all of its employees, agents, and subcontractors to comply with the provisions of this section.

13.3 Airport Security Systems - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority and information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, are confidential and exempt from disclosure.

Operator agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the Authority's prior written consent, any of the documents or materials listed above, and shall require all of its employees, agents, and subcontractors to comply with the provisions of this section.

14.0 OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by Operator or consultants to Operator under this Agreement, shall be delivered to and become the property of Authority. Operator may retain copies thereof for its files and internal use.

15.0 COMPLIANCE WITH TAXES, LICENSES, PERMITS, AND RULES

- 15.1 Operator shall comply and cause its subcontractors to comply with all municipal, state and federal laws, applicable national and local codes, the Authority's rules and regulations applicable to work conducted under this Agreement including compliance with Authority's Airport Master Security Plan, and the Operator shall obtain all necessary permits, pay all required fees and taxes and otherwise perform its services in a legal manner.
- 15.2 Operator shall obtain the appropriate security badges in accordance with the Airport Security Plan and procedures as applicable and necessary. All security badges are the property of the Authority. Operator is responsible for all security badges issued to its employees or any subcontractor's employees. Operator must agree to pay the Authority \$25 per badge for any badge not returned within thirty (30) days of the date an employee leaves Operator's employment or ceases work at the Airport or the date this Agreement is terminated or expires.
- 15.3 As between the Operator and the Authority, the Authority agrees to pay, in addition to the prices herein quoted, the amount of any tax based upon the transfer, use, ownership, or possession of the equipment to which this Agreement relates, imposed by any law enacted after the date of the Agreement or imposed upon the Authority by an existing law. By so agreeing, the Authority does not in any way admit the validity of any such tax.
- 15.4 Operator's personnel shall immediately report all accidents or unusual incidents occurring on the Airport premises to the Authority

Communications Center and Operations Department. Unusual or catastrophic events involving personnel or equipment covered by the Agreement shall be documented by a written report to the Authority detailing the circumstances surrounding the event and the actions taken or to be taken by the Operator. The written report shall be provided no more than five (5) days after the event.

- 15.5 The Operator shall use all reasonable care consistent with its rights to manage and control its operation, and shall not employ any persons, use any labor, use or have any equipment, supplies or materials or permit any condition to exist which may cause, or be conducive to, any complaint, trouble, dispute or controversy which interferes or is likely to interfere with the operation of the Airport or with other Airport employees or Contractors. The Authority may reject any of Operator's employees if the employee is deemed to be unsuitable to work at Southwest Florida International Airport, and the Operator shall immediately replace said employee.
- 15.6 If any type of strike, boycott, picketing or work stoppage is directed against the Operator at the Airport, which results in the discontinuance of services performed hereunder, the Authority shall have the right during said period to, by itself or by any third person or persons, perform said services and invoice the Operator for any costs in excess of the agreed prices. Operator will not be paid for any services not performed. The Authority will prorate payments for work completed by Operator but not invoiced by the Operator up until the time of any work stoppage.

15.7 The prevailing minimum wage rates under the Agreement must be posted above each time clock in both the English and Spanish languages.

15.8 All bulletins and general information for the benefit of the employees must be posted in both the English and Spanish languages.

16.0 INDEMNIFICATION - The Operator agrees to be liable for, and shall indemnify, defend and hold Lee County and the Authority and their respective commissioners, officers, employees and agents, harmless from any and all claims, suits, judgments or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the Operator's errors, omissions, and/or negligence in providing services under this Agreement, claims arising from, including acts of the Authority, except where such claims are attributable to the sole negligence of the Authority.

17.0 PERFORMANCE GUARANTY - A performance bond, letter of credit, or a cashier's check, made payable to the Lee County Port Authority Board of Port Commissioners, shall be provided in the amount of two hundred-fifty thousand dollars (\$250,000.00), within fifteen (15) calendar days from the date of written notice of award. The performance guaranty assures that the Operator will promptly complete the work in accordance with the terms of this Agreement. An acceptable form of Performance Bond is attached as Exhibit "A."

18.0 PAYMENT GUARANTY - A separate payment bond, letter of credit, or a cashier's check, payable to the Lee County Port Authority Board of Port Commissioners, shall be provided in the amount of twenty-five thousand dollars (\$25,000.00), within fifteen (15) calendar days from the date of written notice of

award. The payment guaranty assures that the Operator will promptly pay in full all bills and accounts for materials and labor used in the completion of the work. An acceptable form of Payment Bond is attached as Exhibit "B."

19.0 APPLICABLE LAW - This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules, and regulation of the United States when providing services funded by the United States government.

20.0 F.A.A. NONDISCRIMINATION CLAUSE - The Operator, for itself, its successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that in the furnishing of services to the Authority hereunder, no person on the grounds of race, color, national origin, disability, age or sex shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the furnishing of services under this Agreement in the award and performance of any DOT-assisted contract or in the administration of Authority's D.B.E. program or the requirements of 49 CFR Part 26.

21.0 F.A.A. DISADVANTAGED BUSINESS ENTERPRISE (D.B.E. CLAUSE) - The Operator as subrecipient (of Authority) or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Operator shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Operator to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient (Authority) deems appropriate.

22.0 WAIVER OF BREACH - No waiver by Authority at any time of any of the terms, conditions or covenants of the Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by Operator. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, shall impair any such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein.

23.0 SECURING AGREEMENT

Operator warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Operator, to solicit or secure this Agreement and that Operator has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Operator, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. Operator shall sign the Truth-In-Negotiation Certificate attached hereto and made a part hereof as Exhibit C. The original Agreement price and any additions thereto shall be adjusted to exclude any sums by which Authority determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

24.0 CONFLICT OF INTEREST

Operator represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the

performance of the Work required hereunder. Operator further agrees that no persons having any such interest shall be employed to perform those services.

25.0 WAIVER OF CLAIMS - Operator hereby waives any claim against the Lee County Port Authority, or Lee County, Florida, and their respective officers, agents or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of the Request for Bids, the Bid evaluation or award or this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring the Bid process or this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

26.0 TIME OF THE ESSENCE - Time is expressed to be of the essence of this Agreement.

27.0 CONTRACT MADE IN FLORIDA - This Agreement has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Operator are expressly set forth herein and this Agreement can only be amended in writing signed by both parties. It is agreed that the venue of any action brought under this Agreement shall be in Lee County, Florida.

28.0 DEFAULT AND TERMINATION - Except as otherwise provided herein, in the event that:

- (a) The Operator fails to keep, perform and observe each and every covenant and agreement set forth in this Agreement and such failure shall continue for a period of more than five (5) days after delivery to the Operator of a written notice of such breach or default; or

- (b) The Operator's occupational or business license shall terminate or Operator shall fail to furnish the Authority with any performance guaranty or evidence of insurance as required by the Request For Bids or this Agreement for any reason; or
- (c) The Operator shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or any State thereof or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- (d) The Operator shall have a petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within fifteen (15) days after the filing thereof; then, the Lee County Port Authority, in its discretion, shall have the right to terminate this Agreement for default, which termination shall be effective twenty-four (24) hours after written notice of such termination is given to the Operator. In the event that the Authority terminates this Agreement for default, the Operator shall receive compensation earned to the date of termination (but the Authority shall have the right to offset its damages and any amounts owed by the Operator to the Authority against any amount owed to Operator). Operator shall not be compensated for any profits earned or claimed after

the receipt of the Authority's Notice of Termination by default. The Authority's election to terminate this Agreement for Operator's default shall in no way be construed to limit the Authority's right to pursue and exercise any other remedy available to it pursuant to the terms of the Agreement or otherwise provided by law or equity.

- (e) Notwithstanding anything else herein contained, the Lee County Port Authority may terminate this Agreement in whole or in part at any time for its convenience by giving the Operator sixty (60) days written notice. In that event, the Operator shall proceed to complete any part of the Work, as directed by the Authority and shall settle all its claims and obligations under the Agreement, as directed by the Authority.
- (f) The Operator may request that this Agreement be terminated by submitting a written notice to the Authority dated not less than one hundred and twenty (120) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Authority reserves the right to accept, or reject, the termination request submitted by the Operator, and no such termination request submitted by the Operator shall become effective until Operator is notified, in writing, by the Authority of its acceptance.

29.0 AIR OPERATIONS AREA (AOA) SECURITY MAINTENANCE - Employees of the Operator or subcontractors who must work full or part time within the Secured Area/Air Operations Area (AOA) at the Southwest Florida International Airport must qualify for and obtain the appropriate Airport-issued identification badges which must be worn at all times while within the aforementioned areas.

Badges shall be worn on outer, uppermost garments so as to be clearly visible in order to distinguish, on site, employees assigned to a particular Operator. Badges shall be issued individually. Drivers of delivery or hauling vehicles will not require badges but must be under the continuous escort of a properly badged employee while within the Secured Area/AOA. The Operator and/or subcontractor(s), as applicable, shall be required to execute a Letter of Agreement with the Airports' Police Department for the purpose of the following:

- (a) They will be responsible for any other persons in their employment including subcontractor and their employees, and material suppliers.
- (b) Employees issued the temporary I.D. badge will be restricted to the immediate area of the work. The Airports' Police Department will issue an eight-hour (8) temporary I.D. to contractor's employees should they leave their issued I.D. (unescorted access) at home. Employees that lost or forgot their issued I.D. may not be escorted within the Secured Area/SIDA/AOA.
- (c) Any employee of the Operator or subcontractor found outside their area of work shall be removed from that area. The Operator or subcontractor may not be permitted to utilize this individual for any further work on Airport(s) property, as determined appropriate by the Authority.
- (d) Any badged employee of the Operator found outside their area of work by an FAA or TSA Security Inspector, and causing a fine to be assessed against the Airport, shall be responsible for the payment of the fine. Operator shall be jointly liable for the payment of any fine assessed and the Service Agreement may be subject to termination.

- (e) Operator and subcontractors are responsible for control of I.D. badges issued to their employees. Employees who quit or are terminated must return their cards to their respective supervisor. The respective Operator and/or subcontractors must return the I.D. badges to the Airports' Police Department within twenty-four (24) hours of receipt. It shall be the contractor's responsibility to notify the Authority Police Department immediately at the moment of awareness of any employee who has terminated their employment. The Authority Police Department may be reached by calling (239) 590-4810. The Operator is also responsible for submitting a letter, on company letterhead, regarding the status of the employee. This letter is to be directed to the Authority Police Department and is to be submitted within twenty-four (24) hours of the termination.
- (f) The Operator and subcontractors will be required to obtain additional access privileges and media to work in the Federal Inspection Station (FIS), including the International Arrivals Building (IAB) and the In-Transit Lounge (ITL). This access and the conditions and requirements thereof are administered directly by U.S. Customs and Border Patrol (C&BP) at the Southwest Florida International Airport.

30.0 PARKING - The Authority will provide free parking at a place or place(s) designated by the Authority for all on-site Operator personnel directly engaged in the performance of the Agreement.

31.0 NOTICE REGARDING PUBLIC ENTITY CRIMES - Section 287.133(3)(a), Florida Statutes, (1995), requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a), Florida Statutes.

Section 287.133(2)(a), Florida Statutes, prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- (a) Contracting to provide goods or services to a public entity.
- (b) Submitting a bid on a contract for construction or repair of a public building or public work.
- (c) Submitting bids on leases of real property to a public entity.
- (d) Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$10,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

32.0 HEADINGS - The headings of the Articles, Sections, Exhibits, and Attachments as 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 Attachments.

33.0 ENTIRE AGREEMENT - This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

34.0 NOTICES AND ADDRESS

34.1 NOTICES BY OPERATOR TO AUTHORITY - All notices required and/or made pursuant to this Agreement to be given to the Operator to the Authority shall be in writing and shall be given by the United States Postal Service, to the following Authority address of record:

LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Attention: Airport Executive Director

34.2 NOTICES BY AUTHORITY TO OPERATOR - All notices required and/or made pursuant to this Agreement to be given by the Authority to the Operator shall be made in writing and shall be given by the United States Postal Service, to the following Operator's address of record:

FUEL FACILITY MANAGEMENT, INC.
P.O. Box 21013
Fort Lauderdale, FL 33335
Attention: Jarret Hoose

*Fedex:
7586 WORRAI Rd
Lake Worth, FL
33463*

34.3 CHANGE OF ADDRESS - Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

35.0 AMENDMENTS - The terms and provisions contained in this Agreement may be amended, in writing, by the Agreement of both parties. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written Amendment(s), the requirements, provisions and/or terms of the latest executed Amendment(s) shall take precedence.

36.0 MODIFICATIONS - Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Amendment(s) to the Agreement. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Amendment(s) or the latest executed Amendment(s) shall take precedence.

37.0 ACCEPTANCE - Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

**BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA**

By: _____
Deputy Clerk

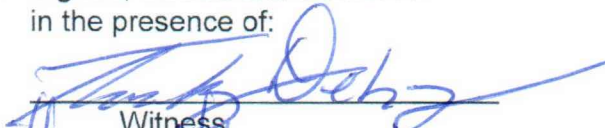
By: _____
Chair or Vice Chair

APPROVED AS TO FORM:

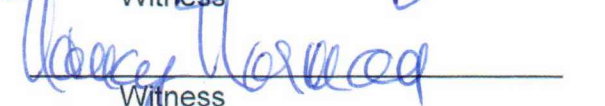
By: _____
Port Authority Attorney's Office

Signed, Sealed and Delivered
in the presence of:

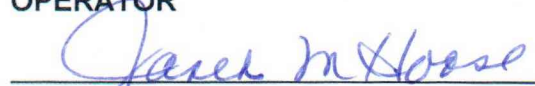
**FUEL FACILITY MANAGEMENT, INC.
OPERATOR**



Witness



Witness



Signature

By: Janet M Hoese
Printed Name

President

Title



SEAL

EXHIBIT "A"
PERFORMANCE BOND

LEE COUNTY CONTRACT NO. _____
BOND NO. _____

PERFORMANCE BOND

I. KNOW ALL MEN BY THESE PRESENTS: That _____
, Contractor, located at _____
, telephone number [Telephone Number of Contractor], as Principal, and _____
, as Surety, located at _____
(Business Address), telephone number (____) _____,
are held and firmly bound unto the **Lee County Port Authority**, Lee County,
Florida, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913,
telephone number (239) 590-4800, as Obligee and contracting public entity, in
the sum of _____
(\$ _____), lawful money of the United States, for the payment
whereof we bind ourselves, our heirs, executors, personal representatives,
successors and assigns, jointly and severally, firmly by these presents.

The owner of the property being improved is Lee County, Florida, Post Office
Box 398, Fort Myers, Florida, 33902, telephone number (239) 533-2111.

II. WHEREAS, Principal has entered into a contract (hereinafter "the Contract")
dated the _____ day of _____, 20____, with Obligee for the
Maintenance, Operation, and Management of Parking Facilities and Shuttle
Services at the Southwest Florida International Airport Project in accordance with
the conditions and provisions further described in the aforementioned contract,
which is by reference made a part hereof.

WHEREAS, the property to be improved is located at:

11000 Terminal Access Road, Fort Myers, Florida, 33913.

The improvements covered by the Contract is generally described as: _____

III. THE CONDITIONS OF THIS BOND are that if Principal

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, and
2. Pays Obligees any and all losses, damages, costs and attorney's fees that Obligees sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages incurred by Obligees; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force.
4. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.
5. In no event shall the Surety be liable in the aggregate to Obligees for more than the penalty of its performance bond regardless of the number of suits that may be filed by Obligees.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL:

BY: _____
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

STATE OF _____)
)ss
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____, who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

Signature of Notary

Printed Name of Notary

(S E A L)

Notary Public State of _____

My Commission Expires _____

Commission Number: _____

BY: _____
As Attorney in Fact (Attach Power)

Printed Name

Agency Name

Agency Mailing Address

Agency Telephone Number

STATE OF _____)
)ss
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____, who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

Signature of Notary

Printed Name of Notary

(S E A L)

Notary Public State of _____

My Commission Expires _____

Commission Number: _____

EXHIBIT "B"
PAYMENT BOND

LEE COUNTY CONTRACT NO. _____
BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
, Contractor, located at _____
, telephone number (_____) _____, (hereinafter called the
"Principal"), and _____
, (hereinafter called the "Surety"), located at _____
, telephone number (_____) _____, a surety insurer chartered and
existing under the laws of the State of _____ and
authorized to do business in the State of Florida, are held and firmly bound unto the
LEE COUNTY PORT AUTHORITY, Lee County, Florida, as principal contracting entity,
11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, telephone
number (239) 590-4800 (hereinafter called the "Obligee") in the sum of _____
(\$ _____), for payment of which we bind ourselves, our heirs,
personal representatives, successors, and assignees, jointly and severally.

The owner of the property being improved is Lee County, Florida, P.O. Box 398,
Fort Myers, Florida, 33902, telephone number (239) 533-2111.

WHEREAS, the property to be improved is located at 11000 Terminal Access
Road, Fort Myers, Florida, 33913.

WHEREAS, the Principal and Obligee have reached a mutual agreement
(hereinafter referred to as the "Contract") as of _____, 20____, (the
Contract date) for the purpose of providing maintenance, operation, and management
of parking facilities and shuttle services at the Midfield Terminal Complex at the
Southwest Florida International Airport, said Contract being made a part of this Bond by
this reference.

A. NOW THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE
PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in Section
255.05(1), Florida Statutes, supplying the Principal with labor, materials, or
supplies, used directly or indirectly by the Principal in the prosecution of the
work provided for in the Contract; and

2. Shall pay the Oblige for all losses, damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings, that the Oblige sustains because of a default by the Principal under the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal; then this Bond is void; otherwise, this Bond remains in full force and effect.

B. BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Oblige of any extension of time for the performance of the Contract, or any other forbearance on the part of the Oblige or Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the surety of any such changes, alternations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond by instituting an action for payment must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and specifically the notice and time limitations contained in Section 255.05 (2), Florida Statutes, and otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED _____ day of _____, 20____, (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

ATTEST

PRINCIPAL:

Witness

By: _____
Authorized Signature (Principal)

Witness

Printed Name

Title of Person Signing Above

OR

Witness

BY: _____
As Attorney in Fact (Attach Power)

Witness

Printed Name

STATE OF _____)

)ss.

COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____ who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

Notary Public, State of _____

Printed Name of Notary _____

Commission Number: _____

My Commission Expires: _____

(S E A L)

ATTEST

Printed Name: _____

Business Address: _____

Witness

Authorized Signature _____

Witness

Printed Name _____

OR

Witness

As Attorney in Fact (Attach Power)

Witness

Printed Name

_____ Agency Name

_____ Agency Mailing Address

_____ Agency Telephone Number

STATE OF _____)
)ss.
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____, who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 20____.

Signature of Notary

Printed Name of Notary

(S E A L) Notary Public State of _____
My Commission Expires _____
Commission Number: _____
Notary Public, State of _____

SCHEDULE "C"

TRUTH IN NEGOTIATION CERTIFICATE

DATE: _____

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Management Agreement with the Board of Port Commissioners of Lee County Port Authority for the project known as: _____

Before me, the undersigned Authority, personally appeared _____ who provided _____ as identification, or _____ is personally known to me, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposed and stated under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Management Agreement as provided in Article 23.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Management Agreement is established are accurate, complete, and current on the date set forth hereinabove.
3. The truth of statements made herein may be relied upon by Authority and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Management Agreement referred to as Consultant, doing business as:

[Consultant Name]

By: _____

Print Name _____

Address _____

The foregoing instrument was acknowledged and executed before me by the above signed on this _____ day of _____, _____.

NOTARY PUBLIC, State of _____

Name Printed or Stamped

Commission

Expires:

Commission Number: _____



FUELFAC-01

MILONEC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/5/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 Insurance Office of America, Inc. 500 W. Cypress Creek Road Suite 320 Fort Lauderdale, FL 33309	CONTACT NAME: Christine Milone PHONE (A/C, No, Ext): (954) 334-0377 FAX (A/C, No): E-MAIL ADDRESS: Christine.Milone@ioausa.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Crum & Forster Specialty Insurance Company</td> <td>44520</td> </tr> <tr> <td>INSURER B :</td> <td>Travelers Casualty Insurance Company of America</td> <td>19046</td> </tr> <tr> <td>INSURER C :</td> <td>Technology Insurance Company, Inc</td> <td>42376</td> </tr> <tr> <td>INSURER D :</td> <td>Lloyd's Syndicate 26231623 (Proposed)</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Crum & Forster Specialty Insurance Company	44520	INSURER B :	Travelers Casualty Insurance Company of America	19046	INSURER C :	Technology Insurance Company, Inc	42376	INSURER D :	Lloyd's Syndicate 26231623 (Proposed)		INSURER E :			INSURER F :	
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INSURER D :	Lloyd's Syndicate 26231623 (Proposed)																				
INSURER E :																					
INSURER F :																					
INSURED Fuel Facility Management, Inc. 7586 Worrall Road Lake Worth, FL 33463																					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	EPK-120736	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA5K544498-19-SEL	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	EFX-109778	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	TWC3759984	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Commercial	X	X	TBA	10/1/2019	10/1/2020	Each Incident & Agg. 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30 days notice of cancellation, except 10 Days notice of cancellation for non-payment of premium in accordance with policy provisions.
Above General Liability coverage includes: Contractor's Pollution Liability, limit \$2,000,000 each Pollution Condition, subject to General Aggregate. Errors & Omissions Liability, limit \$2,000,000 each Wrongful Act, subject to General Aggregate. Transportation Pollution Liability, limit \$1,000,000 each Pollution Condition and in the Aggregate, subject to General Aggregate. Excess liability is "follow form" general liability, contractor's pollution, errors & omissions, automobile and employers liability.

Proof of Insurance Only for request for bids - RFB #19-12 for the operation, management and maintenance of the Rental Car Fueling System at Southwest Florida International Airport

CERTIFICATE HOLDER

CANCELLATION

Lee County Port Authority 11000 Terminal Access Road, Suite 8671 Fort Myers, FL 33913	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board authorize execution of a contract amendment with Owen-Ames-Kimball Company in the amount of \$521,325 to provide Construction Manager/General Contractor Services associated with the Intelligent Transportation System (ITS) and speed warning signs on Terminal Access Road at Southwest Florida International Airport (RSW).
2. **FUNDING SOURCE:** Florida Department of Transportation Grant 430979-1-94-01, Passenger Facility Charges and RSW Construction Account 20861341234.506540.30.
3. **TERM:** 1 year
4. **WHAT ACTION ACCOMPLISHES:** Provides for the purchase and installation of the project signs.

5. **CATEGORY:** 9.
Consent Agenda

6. **ASMC MEETING DATE:** 8/20/2019

7. **BoPC MEETING DATE:** 9/5/2019

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

As the passenger traffic for Southwest Florida International airport continues to grow, so does the traffic experienced at the main access road to the airport – Terminal Access Road (TAR). Considering passengers, meeters & greeters, employees, tenants and transportation companies, information presented along Terminal Access Road will soon reach as many as 30 million people in a year. As a way to communicate with all of these people, this project will construct two Intelligent Transportation System Signs along TAR- one inbound and one outbound. These signs will have the capability to present different messages that will be controlled by the Lee County Port Authority. The messages presented are aimed to satisfy many needs including general communication to passengers like the “Arrive Early” campaign, general directions, parking information, “Welcome” messaging, advertising about new airlines and routes and security notifications. In addition, several speed limit warning signs will be added to the inbound roadway.

As the Board selected CM/GC, Owen-Ames-Kimball Company has completed preconstruction services for the project and has successfully bid all construction work. Based on the bids received, the following summarizes the services to be provided:

- Low bid construction subcontractor costs (the cumulative amount of all competitively bid items and related construction work) total \$441,807.

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED **X (7-0)**
 APPROVED as AMENDED
 DENIED
 OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

- Owen-Ames-Kimball Company has certified that all bids were procured in accordance with federal, state, and local laws and regulations and the lowest responsive, responsible bid has been accepted.
- All professional fees are based on man hours, hourly rates and indirect costs negotiated prior to the receipt of bids, and include:

General Contractor/General Conditions:

- Non-Personnel Costs related to field-based items (insurance, permits, bond, equipment, etc.) needed to support the construction effort total \$1,500.
- Superintendent Personnel Costs related to providing on-site construction superintendents to manage low-bid subcontracted work total \$63,280.

Construction Management Services:

- Professional Personnel Costs associated with oversight and management of all construction activities, subcontract management, pay application and invoice processing, budget tracking, and coordination efforts for the project total \$14,738.

The overall W/MBE goal for this project was 9%. Based on bids received, the overall projected total minority participation achieves 40%.

As with all Port Authority Development contracts, all tasks are contingent on the availability of funds and the issuance of a written Task Authorization in accordance with the Board-approved contract. Only tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

Attachments:

ITS & TAR Signs
Contract Amendment
W/MBE memo



Samples of Sign Messaging

Travelers, please remember to arrive 2 hours before your return flight.



Southwest Florida welcomes the



Short-term Parking Garage
1st 20 minutes FREE
1st hour only \$3



Nonstop from Fort Myers
to Phoenix (PHX)
flights start Nov. 15, 2018

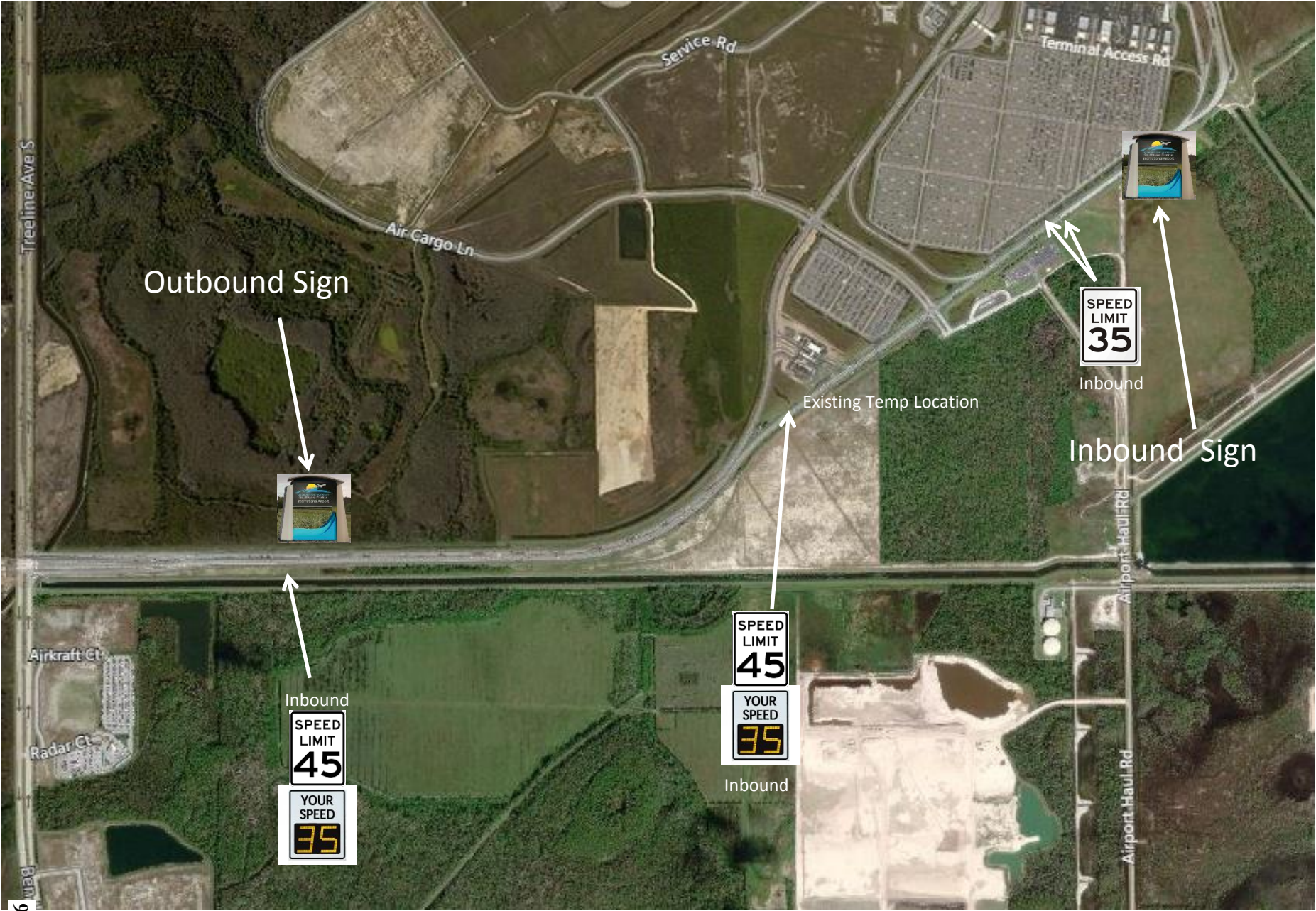


Sign up at www.flylcpa.com

RSW Welcomes AAAE
to Southwest Florida



AMERICAN ASSOCIATION
OF AIRPORT EXECUTIVES



Outbound Sign



Inbound



Inbound

Existing Temp Location



Inbound

Inbound Sign



Treeline Ave S

Service Rd

Terminal Access Rd

Air Cargo Ln

Aircraft Ct

Radar Ct

Airport Haul Rd

Airport Haul Rd

CA No. 4

Vendor No. 190701

Contract No. 7534

Effective Date _____

**LEE COUNTY PORT AUTHORITY
LOQ16-01 Construction Manager/General Contractor
Rehabilitation of Roads
CONTRACT AMENDMENT (CA)**

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. **No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed for work.** All the covenants, terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: RSW Rehabilitation of Roads – ITS Signs (Construction Management)

(1) Reasons for Amendment:

- | | |
|--|--|
| <input type="checkbox"/> Programmed CIP Project(s) | <input type="checkbox"/> Budgeted Task/Work |
| <input type="checkbox"/> Unforeseen Site Conditions | <input type="checkbox"/> Error/Omission in Plans/Specs |
| <input type="checkbox"/> Design Change | <input type="checkbox"/> Owner Requested |
| <input type="checkbox"/> Safety Considerations | <input type="checkbox"/> Cost Benefit to Project |
| <input checked="" type="checkbox"/> Other <u>General Conditions – Schedule B</u> | |

(2) Method of Negotiating Price of Work

- _____ Lump Sum
 _____ Time and Materials
 _____ Unit Prices
 _____ Hourly plus expenses
 _____ Other _____

Method of Negotiating Time of Work:

- _____ Consultant/Contractor Records
 _____ Cost plus fixed fee
 _____ Force Account

(3) Acceptance

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

OWEN-AMES-KIMBALL COMPANY ACCEPTANCE

David Dale _____

LCPA PROJECT MANAGER RECOMMENDATION (If Applicable)

_____ N/A _____

FDOT: _____ FAA: _____ N/A
 FDOT Representative FAA Representative

Approved as to Form: _____
 Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____
 Executive Director or Designee

Board Item By: _____ N/A
 Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 4

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
Design/Build Signage	12 Visual, Inc. 5760 Zip Drive Fort Myers, FL 33905	\$299,807.00	No	
Electrical	Wentco, Inc. 3861 Edwards Street Fort Myers, FL 33916	\$22,000.00	Yes	\$22,000.00
Electrical/Site Utilities & Directional Bore	Wentco, Inc. 3861 Edwards Street Fort Myers, FL 33916	\$120,000.00	Yes	\$120,000.00

Contract Amendment 4
 Owen-Ames-Kimball Company Contract No. 7534

EXHIBIT B - CONTRACT SUMMARY

Task 3.1

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2016-17	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2017-18	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2018-19	Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
1	Pavement Rehabilitation Evaluation	\$ 5,132.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,132.00	\$ 5,132.00	\$ -	\$ -
1	Design and Bid Management	\$ 194,502.00	\$ -	\$ -	\$ -	\$ -	\$ (36,328.00)	\$ -	\$ 158,174.00	\$ 95,866.00	\$ 62,308.00	\$ -
2	ITS Signs Preconstruction Services									\$ 22,430.00		
3	ITS Signs Construction Management				\$ 521,325.00						\$ 521,325.00	
CONTRACT TOTALS		\$ 199,634.00	\$ -	\$ -	\$ 521,325.00	\$ -	\$ (36,328.00)	\$ -	\$ 163,306.00	\$ 123,428.00	\$ 583,633.00	\$ -

Board-approved Level 4 - \$100,000 11/3/16



TASK RSW **INTELLIGENT TRANSPORTATION SYSTEM SIGNS**

I. OBJECTIVE

The goal of the Construction Manager / General Contractor (CM/GC) is to perform the required management for the ITS sign project as described in the bid documents. The CM/CG will also provide final statement of completion that the project was completed in conformance with the contract documents.

II. DESCRIPTION

The CM/GC will provide for the necessary construction management and related survey and layout, and testing services; as well as enter into subcontractor agreements as needed for the planned construction and installation of the following improvements. (ITS Sign Project). A description of the work is as follows:

- Installation of Underground Utilities.
- Installation of ITS signs through all phases.
- Installation of Speed Limit signs.
- Sign Screen installation.
- Sign electrical wiring.
- Weekly meetings.

III. BASIC SERVICES

Coordination:

- (a) The CM/GC shall accept the relationship of trust and confidence established with the Owner as outlined in the Master Agreement, and covenants with the Owner to furnish the CM/GC's reasonable skill and judgment and to cooperate with the A/E in furthering the interests of the Owner.

The CM/GC shall furnish construction management services and use its best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, A/E, CM/GC and other persons or entities employed by the Owner for the Project. The CM/GC will assist the Owner and the A/E as required for the timely successful completion of the project.

- (b) The CM/GC shall assist in the coordination of all aspects of construction work with local municipal authorities, other governmental agencies, utility companies and others who may be involved in the project.
- (c) The CM/GC shall attend all necessary conferences with officials of the PORT AUTHORITY, and/or other local approval governmental agencies. If requested, the CM/GC shall participate in periodic PORT AUTHORITY, Airports Special Management Committee, and Board of Port Commissioners Meetings; as well as special meetings with airline managers, Port Authority departments, A/E, and others to provide information and make recommendations concerning the project.
- (d) As requested by A/E or Subcontractor(s), the CM/GC shall assist in obtaining additional information from the PORT AUTHORITY, when such information is required at the job site for proper execution of the work.
- (e) The CM/GC shall be required to work cooperatively with the PORT AUTHORITY'S A/E of record and Construction Administrator during the duration of construction.
- (f) The CM/GC shall recommend and justify to the PORT AUTHORITY any extensions of contract time.

Construction Management /Contract Administration:

- (a) The CM/GC shall schedule and conduct the preconstruction conference.
- (b) The CM/GC shall coordinate with the Port Authority to establish the date of the Notice to Proceed.
- (c) The CM/GC shall assign a specific Project Manager to the project, which with necessary support from within the CM/GC organization will provide all necessary project management services for the project.
- (d) During actual construction, the CM/GC will have a superintendent on the job site when any Subcontractor is on-site performing work for the duration of the Contract Base Bid generally described as the period from Notice to Proceed through Substantial Completion. The superintendent shall be on-site as necessary through Final Completion.
- (e) Provide continuous construction management services throughout the construction duration. These management duties shall include, but not be limited to:
 - i.) maintain daily reports including log of key site visitors and observations
 - ii.) monitor subcontractor work performance for deficiencies
 - iii.) maintain record copy of all contract documents, change orders and other documentation on-site

- (f) Provide inspection of all work, materials, and tests, including substantial/final completion and occupancy inspections.
- (g) Provide scheduling services and take all necessary steps to ensure that the project milestone requirements are met.
- (h) Prepare and process payment requests for approval in accordance with project specific requirements of the PORT AUTHORITY.
- (i) Report potential budget and schedule variances to PORT AUTHORITY, and take all necessary and appropriate steps to implement a speedy recovery plan.
- (j) When requested, coordinate ordering and delivery of owner-supplied materials or equipment.
- (k) In the event proposed work is in proximity to utilities, coordinate proposed utility work with any subcontractor(s) and provide necessary coordination with the subcontractor(s), appropriate Utility Services, and the PORT AUTHORITY.
- (l) Report to A/E and the PORT AUTHORITY whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final acceptance; and A/E and PORT AUTHORITY when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. The CM/GC shall issue to the SUBCONTRACTOR a Notice of Noncompliance on these deficient items with a copy of such notice to Owner and A/E.
- (m) The CM/GC will notify the PORT AUTHORITY of any potential changes to the work and/or possible claims. This notification will include an evaluation of the impact of potential changes in work and/or claims on the Contracts, Project Costs, and Schedules. The CM shall consider and evaluate SUBCONTRACTOR'S suggestions for modifications in drawings or specifications and report them with recommendations to the A/E and PORT AUTHORITY for comments and/or approval.
- (n) The CM/GC shall prepare requests to the Subcontractor(s) to review proposed modifications through a Notice of Variation form. The CM/GC shall monitor the timely response by the subcontractor and take such necessary actions; such as, preparation of construction Field Directives and assignment of costs as outlined in the Contract specifications.
- (o) The CM/GC shall, with consent of the PORT AUTHORITY, issue Field Directives to the Subcontractor, which orders an addition, deletion or change in the required construction work as set forth in the construction

documents, which such addition, deletion or change may or may not result in a change to the scope, contract time, or monies due the Subcontractor.

- (p) In accordance with PORT AUTHORITY approved policies and procedures, the CM/GC shall receive and evaluate requests for proposed Change Orders; advise the PORT AUTHORITY of the impact of potential changes on Project Costs and schedules; make recommendations regarding Change Order dispositions; and where necessary, participate in negotiations with Subcontractor(s) to prepare Change Orders.
- (q) The CM/GC shall maintain current logs including: Requests for Information (RFI's), Notice of Variations (NOV's), Field Directives (FD's), Change Orders (CO's) and shop drawings/submittals. These logs should track dates of receipt and approval by A/E, CM/GC and Owner.
- (r) The CM/GC shall continually monitor the effects of weather and advise Owner of potential consequential delays to overall schedule.
- (s) The CM/GC shall review and certify monthly Payment Requests and coordinate the preparation of and review of all payroll reports in accordance with PORT AUTHORITY procedures.
- (t) The CM/GC shall review and certify monthly and/or bi-monthly W/MBE Payment Requests and participation to verify the Subcontractors conformance to contract requirements and PORT AUTHORITY project percent goals.
- (u) Based on observation of the CM/GC, as well as the recommendations of the A/E and an evaluation of the Application for Payment, the CM/GC will determine the amount owing to the Subcontractor(s) and will issue a Certificate for Payment with the appropriate signatures in accordance with procedures set forth in the construction contract, consistent with PORT AUTHORITY procedures.
- (v) The CM/GC shall receive, check for accuracy, and submit to the PORT AUTHORITY all releases of liens and claims required of Subcontractor(s).

The CM/GC shall recommend to the PORT AUTHORITY any partial or complete default action as necessary against the Subcontractor(s) and assist the PORT AUTHORITY in determining the amounts due under default statements. Specifically, work in place deemed acceptable; however, not 100% in quality will be subject to this procedure.

Safety:

- (a) The CM/GC will review the safety requirements outlined within the Contract Documents, specifically those that address FAA AC 150/5370-2G, "Operational Safety on Airports During Construction Activity," and monitor all work to ensure compliance with these safety requirements. Work that is not addressed under the FAA AC shall meet local and state safety

requirements. If the work pursuant does not adhere to such plan or if an unsafe condition presents itself, then CM/GC shall notify the Owner and implement remediation to cure the unsafe condition.

- (b) The CM/GC shall stop or suspend the construction anytime that the CM/GC considers that a hazardous condition has been or is created.
- (c) The CM/GC shall review all proposals regarding project phasing which differ from that outlined in the Contract Documents, if applicable. The CM/GC shall discuss phasing with PORT AUTHORITY representatives and make recommendations to the PORT AUTHORITY on any changes to project phasing.

Substantial Completion:

When the Subcontractor(s) considers the work ready for substantial acceptance, the CM/GC shall accept a written request for inspection by the Subcontractor(s). After the CM/GC has preliminarily inspected and approved the work, the CM/GC shall advise the A/E and PORT AUTHORITY, in writing, the work in question is ready to be inspected by the A/E and PORT AUTHORITY for Substantial Completion. The CM/GC shall plan, schedule, and lead the inspection walk through(s) of the work.

The CM/GC will review all comments and those comments designated as the Subcontractor's responsibility shall be compiled as the PORT AUTHORITY Punch List. The CM/GC shall examine PORT AUTHORITY Punch List and determine what are the actual obligations based on the contract requirements.

For Substantial Completion inspection, the CM/GC shall inspect the work and prepare a punch list of outstanding deficiencies. This shall be compiled as the Substantial Completion Punch List. The CM/GC will, within five (5) days after the Substantial Completion inspection, transmit the Master Punch List (compilation of PORT AUTHORITY Punch List) to necessary subcontractors for corrective action with copies to all parties.

Upon correction of the deficiencies, the CM/GC shall accept a written request by the Subcontractor(s) for Final Inspection. The CM/GC shall plan, schedule, and lead the final inspection walk through of the work. The CM/GC shall, re-inspect the work, and if approved, shall advise the PORT AUTHORITY, in writing, that the work is now one hundred percent (100%) complete and is ready for acceptance. The PORT AUTHORITY, based on these recommendations, shall issue written notification of Final Acceptance.

Project Close Out and Final Acceptance:

- (a) Assure that punch list items are completed to the satisfaction of the PORT AUTHORITY.
- (b) Perform post-construction administrative project close out procedures.

- (c) Prepare final project accounting and reporting to the PORT AUTHORITY as required.
- (d) Assist in the transfer of the project to the PORT AUTHORITY including the delivery of warranties and guarantees.
- (e) Provide final certification that ALL record drawings, warranties and project-related files have been reviewed by the Consultant and provided to the Port Authority as required and provided for in the contract and project specifications.

IV. FEE SUMMARY

The CM/GC's Project Fee is guaranteed by the CM/GC not to exceed \$79,518, subject to additions and deductions by Contract Amendment. Costs which would cause this fee to be exceeded by no fault of the PORT AUTHORITY shall be paid by the Contractor without reimbursement by the Owner.

Task Authorizations will be required in order to authorize contracted work to begin.

The Project Fee shall be comprised of the following five (5) components:

- Selected Subcontractor Costs: The amounts proposed by the selected successful bidders, competitively marketplace bidding for the work, and as selected in consultation with the PORT AUTHORITY and A/E.

- CM/GC General Conditions Fee (Non-Personnel Costs): The cost of items necessary in the general course of work and not provided within the scope of subcontractor's work. This includes costs related to field-based items (insurance, permits, bonds, trailers, equipment, builders risk property insurance, etc.,)

- CM/GC General Conditions Fee (Personnel Costs): The cost related to providing on-site construction superintendents to manage low-bid subcontracted work.

- CM/GC Management Fee (Professional Personnel Costs): The cost of professional services including construction management activities and other contract administration tasks performed by the CM/GC. This includes oversight and management of all construction activities, subcontract management, pay application and invoice processing, budget tracking, project meetings, and coordination with the Port Authority.

- CM/GC Management Fee (Survey Work & Materials Testing): The cost related to all survey and construction materials testing needed to confirm acceptance of subtrade work.

Included within the Project Fee is the cost of all travel within 60 miles of FMY, long distance telephone calls, facsimiles, technology including software and hardware usage, postage, delivery services, and other direct expenses.

Not included within this Project Fee are project-related contingency amounts. Such contingency amounts to address unforeseen circumstances such as: document inconsistency issues; unforeseen site or weather conditions; PORT AUTHORITY mandated alteration of work and quantities; or other unforeseeable causes beyond the control of the CM/GC as defined in the Extension of Time section within the contract documents; etc., shall be made part of the Owner's controlled contingency amount found within the established PORT AUTHORITY total project budget. This contingency shall reside outside the established Project Fee described herein.

Billing of the Project Fee is to be based on a monthly percentage of work complete proportional with the CM/GC professional services scope of work, and its respective total lump sum fee; and on a monthly percentage of subcontractor work complete proportional with the schedule of values. Project invoices shall be based on percent complete and be divided in to categories as requested by the LCPA, including Low Bid Construction Work, Construction Management Services, General Contractor/General Conditions Costs, and Contract Amendment Work.

The fee for construction services is a lump sum amount distributed as follows:

Subcontractor Total	\$441,807.00
CM/GC General Conditions:	
OAK Superintendent Personnel Costs	\$63,280.00
OAK Non-Personnel General Conditions	\$1,500.00
Construction Management Fee:	
OAK Professional Personnel Costs	\$14,738.00
LUMP SUM TOTAL	\$521,325.00

MEMO TO: Hector Yanez
Director / Engineering & Construction

FROM: Julio A. Rodriguez
DBE Manager

DATE: August 1, 2019

SUBJECT: Anticipated Participation by Women and Minority-Owned Business Enterprises
(W/MBE) for RSW – ITS Signs



I have completed a review and approved the anticipated W/MBE goals and good faith efforts submitted by Owe-Ames-Kimball regarding the above project. The commitments and the respective percentages of participation by W/MBEs and the good faith efforts submitted by all the successful bidders conforms to the bid conditions as required by the Lee County Port Authority.

The estimated overall goal for this project is 9%. Based on the information received, the anticipated W/MBE participation goal is now 40% or \$177,976.84 of the total construction cost.

The following W/MBE subcontractors including all tier levels are approved to provide the service(s) listed under the respective trade packages.

- Construction Consultant's Plus, Inc. – Permitting, Excavating
- Wentco, Inc. –Electrical and Electrical Utilities

cc: George Ghorayeb/LCPA
Josh Hatcher/OAK

JAR

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board authorize a contract amendment with Atkins North America, Inc., in the amount of \$755,824.61 to perform additional design services associated with the Terminal Expansion Project at the Southwest Florida International Airport (RSW).
2. **FUNDING SOURCE:** Florida Department of Transportation Grant 441981-1-94-01; Passenger Facility Charges and net funds from the normal operation of the Southwest Florida International Airport, Account No. 20859541234.506510.20
3. **TERM:** Five years
4. **WHAT ACTION ACCOMPLISHES:** Provides a design for added project elements

5. **CATEGORY:** 10.
Consent Agenda

6. **ASMC MEETING DATE:** 8/20/2019

7. **BoPC MEETING DATE:** 9/5/2019

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

As the design of the Terminal Expansion advances, more areas within the terminal and concourse areas are being impacted. To properly address these new areas, additional design services are required from Atkins North America, Inc. The services include the design of:

- Fire Alarm System Upgrade –include the design of a fire alarm system throughout the terminal building in order to remove the public address (PA) notification from the existing fire alarm system. All fire alarm notification will be designed as part of the fire alarm equipment. The final design will comply with appropriate chapters of NFPA 72.
- New Gates D1A, D11 & D12 – This will provide three additional aircraft parking gates, which are needed to help with our aircraft parking demands, without any expansion to the terminal building footprint. These gates also play a very important role in the terminal expansion project as they give RSW the potential to keep a minimum of 27 gates operational during the construction phase of the project as various gates may be impacted and taken out of service. The design will include the Passenger Boarding Bridge foundations, interior and exterior building modifications, new ramp parking layout, etc.

For these additional services, Atkins' fees are \$412,238.61, with the remaining \$343,586 being subcontracted services, of which \$111,724 (14.8%) being subcontracted services with W/MBE firms. LCPA staff plans to use a combination of state grant funds, Passenger Facility Charge revenues, and other airport revenues to pay for the design and construction of this

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED **X** (7-0)
 APPROVED as AMENDED
 DENIED
 OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

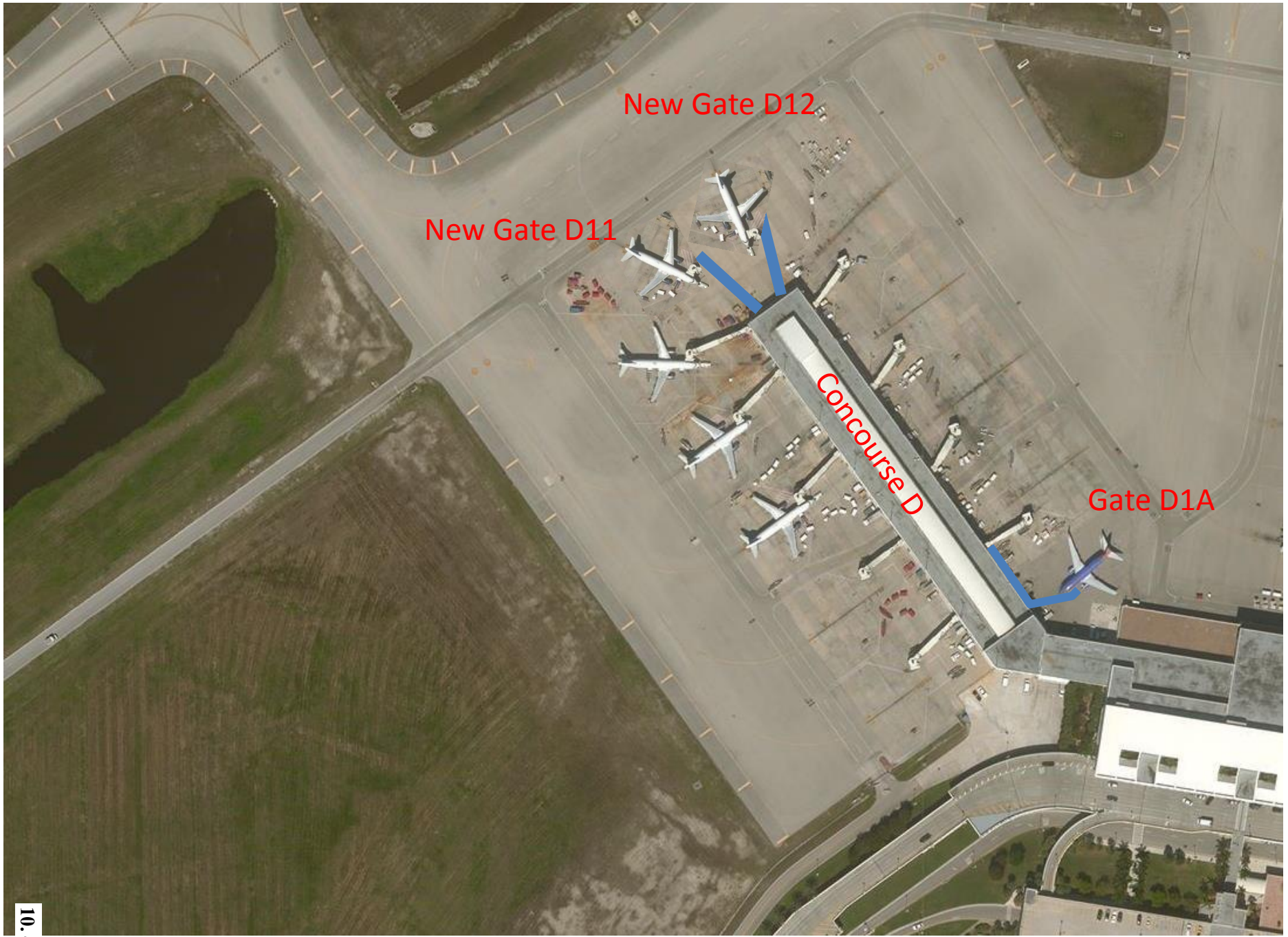
Background (continued)

project.

As with all Port Authority Development contracts, all tasks are contingent on the availability of funds and the issuance of a written Task Authorization in accordance with the Board-approved contract, and as approved by Florida Department of Transportation, and Federal Aviation Administration, as required. Only tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

Attachment:

New Gates D11, D12 & D1A
Contract Amendment



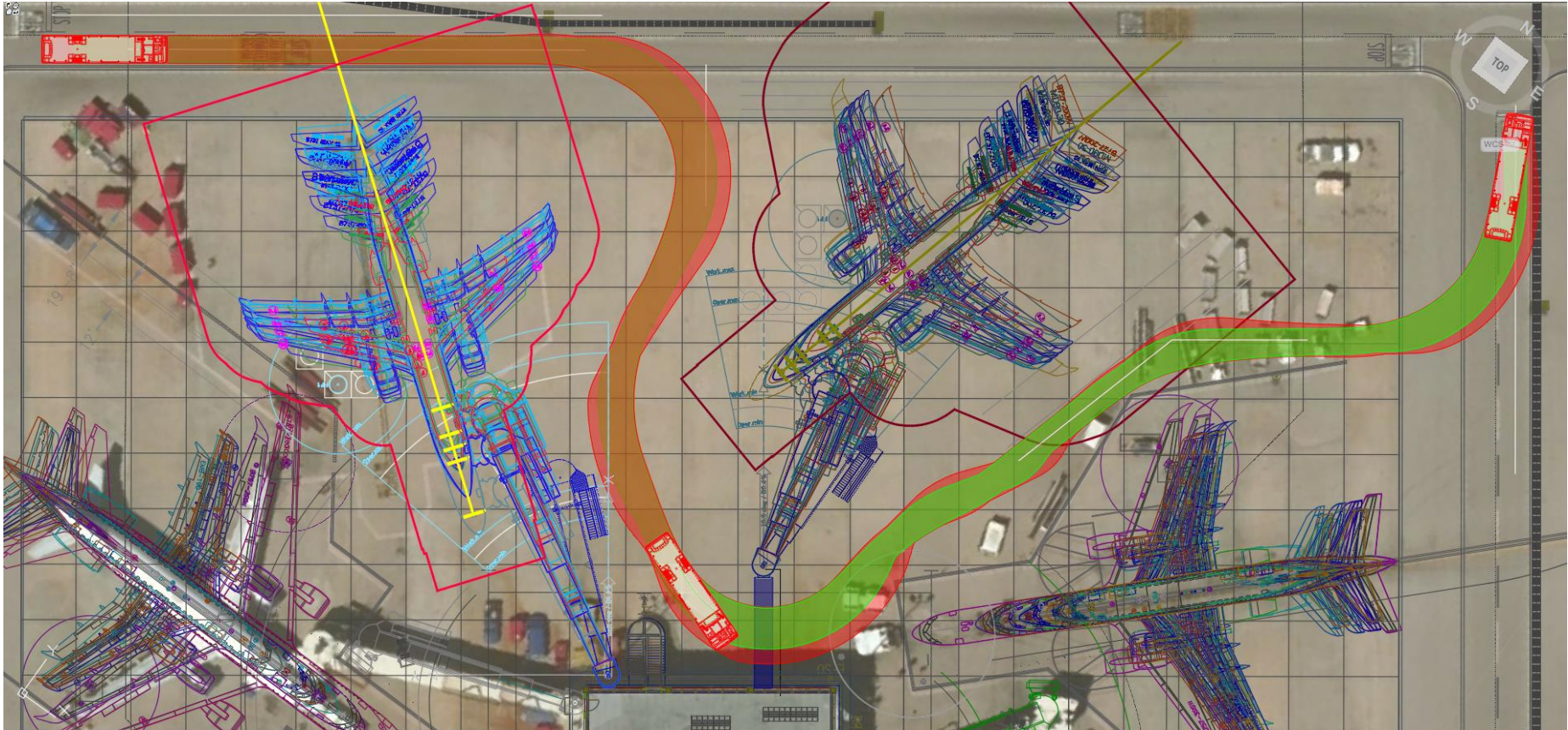
New Gate D12

New Gate D11

Concourse D

Gate D1A

GATES D-11 AND D-12



Provides two new PBB gates (D11 and D12) at the end of Concourse D which:

- a. Provide parking for aircraft as large as a:
 - i. B757-200W at D11 or
 - ii. B737-MAX10 or A321-NEO at D12.

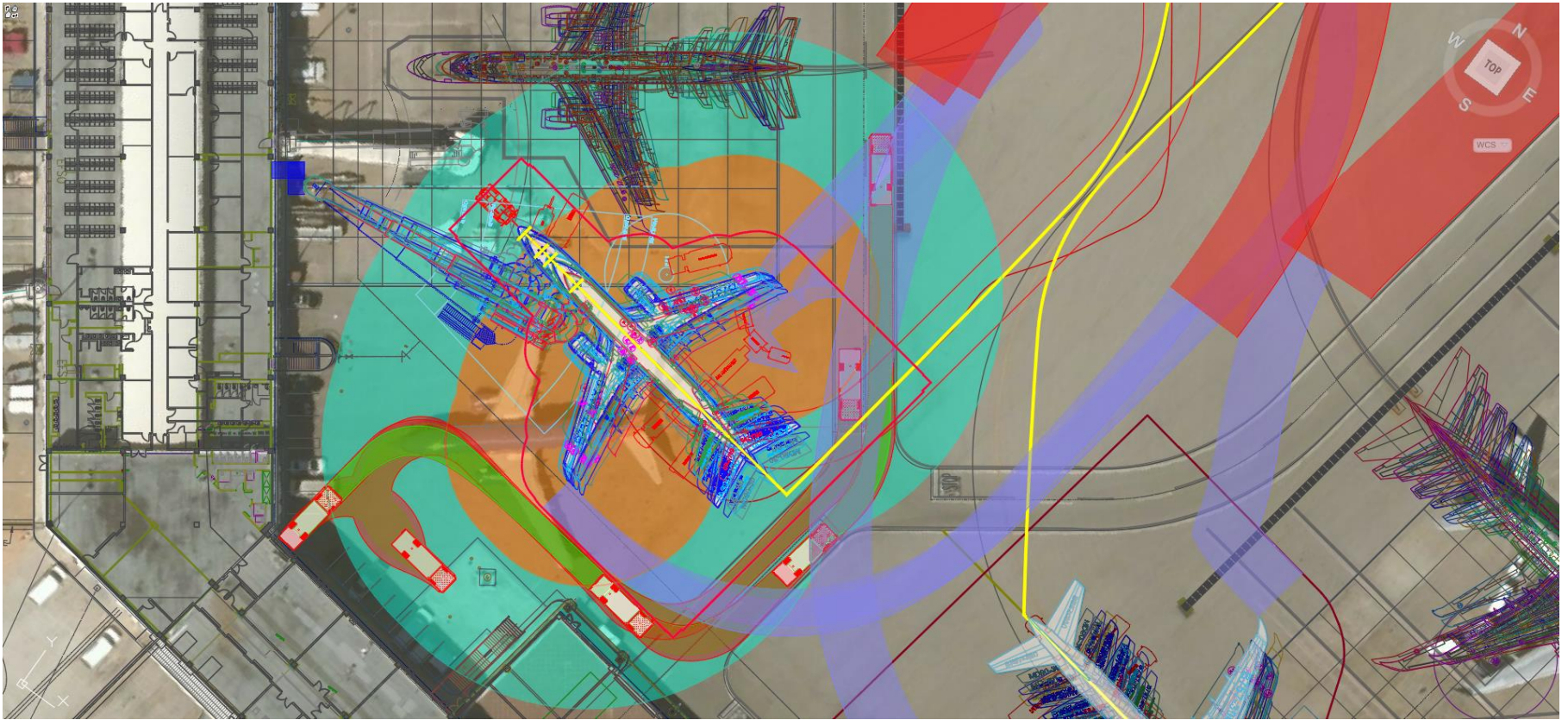
Allows for a bus no longer than 46-ft and outer turning radius no more than 46.5-ft, and no higher than 10.5-ft; Bus sims were based on the Cobus 3000APX. No greater than 80% of that bus model's steering capabilities were simulated.

- a. The bus conveniently stops right in front of the existing D9 ground loading exit door.

Includes a 40-ft fixed tunnel for D11 that ramps down from 13-ft at the concourse level to 12-ft at the PBB rotunda.

- a. The Cobus fleet is 10-ft 2" high, therefore there would be approximately 2-ft of clearance between the height of the bus and the bottom of the fixed tunnel.

GATE D-1A



Provides one new PBB gate (D-1A) at the beginning of Concourse D which:

- a. The fleet mix ranges from the smallest RJs (ERJ-135 and CRJ-200) up to B737-MAX10 and A321-NEO narrow body.

Allows for a typical delivery truck: No longer than 30-ft, with an outer turning radius no more than 29-ft. No greater than 80% of that truck's steering capabilities was simulated.

- a. The truck stops right in front of the existing loading dock sallyport door.

Hold room is shared with Gate D-1.

NFPA 100' zone does reach terminal expansion (west dining hall area) of building requiring extension of fire deluge system.

CA No. 30

Vendor No. 390187

Contract No. 7548

Effective Date _____

LEE COUNTY PORT AUTHORITY
LOQ 16-19 Design Services Southwest Florida International Airport
Terminal Expansion
CONTRACT AMENDMENT (CA)

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. **No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed with the work.** All the covenants, terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: RSW Terminal Expansion – Design Services – Fire Alarm System Upgrade and D Gates Addition (Gates D1A, D11, & D12)

(1) Reasons for Amendment:

- | | | | |
|--------------------------|----------------------------|-------------------------------------|-------------------------------|
| <input type="checkbox"/> | Programmed CIP Project(s) | <input checked="" type="checkbox"/> | Budgeted Task/Work |
| <input type="checkbox"/> | Unforeseen Site Conditions | <input type="checkbox"/> | Error/Omission in Plans/Specs |
| <input type="checkbox"/> | Design Change | <input type="checkbox"/> | Owner Requested |
| <input type="checkbox"/> | Safety Considerations | <input type="checkbox"/> | Cost Benefit to Project |
| <input type="checkbox"/> | Other _____ | | |

(2) Method of Negotiating Price of Work

- Lump Sum
 Time and Materials
 Unit Prices
 Hourly plus expenses
 Other _____

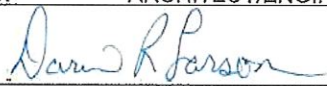
Method of Negotiating Time of Work:

- _____ Consultant/Contractor Records
 _____ Cost plus fixed fee
 _____ Force Account

(3) Acceptance

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

ATKINS NORTH AMERICA, INC. ARCHITECT/ENGINEER ACCEPTANCE

Darin Larson 

FDOT: _____
FDOT Representative

FAA: N/A
FAA Representative

Approved as to Form: _____
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____
Executive Director or Designee

Board Item By: N/A
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 30

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
Architectural Design	Schenkel & Shultz, Inc. 1591 Hayley Lane #201 Fort Myers, FL 33907	\$39,625.00	No	
Information Technology	Faith Group Consulting 3101 S. Hanley Road St. Louis, MO 63143	\$79,920.00	Yes	\$79,920.00
Engineering Services	Arora Engineers, Inc. 61 Wilmington W. Chester Pike Chadds Ford, PA 19317	\$31,804.00	Yes	\$31,804.00
Engineering Services	AECOM Technical Services 7650 West Courtney Causeway Tampa, FL	\$41,041.00	No	
Passenger Boarding Bridge(s) Design	AERO Systems Engineering, inc. 181 Florida St. Saint Paul, MN 55107	\$151,196.00	No	

EXHIBIT B - CONTRACT SUMMARY

Contract Amendment 30
Task 28

#	Task	Board	Total	Other Contract Adjustments	This Contract Adjustment	TA Issued	TA Issued	TA Issued	Current Contract Value	TA's	Pending TA's	Remaining Contract Balance
		Approved Contract	Projec Budget t			\$100,000 Level Maximum	\$100,000 Level Maximum	\$100,000 Level Maximum		Issued		
		Amount	Adjustments			\$1,000,000 FY 2016-17	\$1,000,000 FY 2017-18	\$1,000,000 FY 2018-19				
1	Concept Refinement	\$ 598,445.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 598,445.30	\$ 598,445.30	\$ -	\$ -
2	Checkpoint Expansion Study	\$ -	\$ -	\$ -	\$ -	\$ 90,540.25	\$ -	\$ -	\$ 90,540.25	\$ 90,540.25	\$ -	\$ -
3	Concessions Impact Analysis	\$ -	\$ -	\$ -	\$ -	\$ 93,147.50	\$ -	\$ -	\$ 93,147.50	\$ 93,147.50	\$ -	\$ -
4	Terminal Gate Parking Analysis	\$ -	\$ -	\$ -	\$ -	\$ 11,875.00	\$ -	\$ -	\$ 11,875.00	\$ 11,875.00	\$ -	\$ -
5	Checkpoint Expansion Concept	\$ -	\$ -	\$ -	\$ -	\$ 77,071.75	\$ -	\$ -	\$ 77,071.75	\$ 77,071.75	\$ -	\$ -
6	Vibration Monitor BHS Floor System	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,275.00	\$ -	\$ 25,275.00	\$ 25,275.00	\$ -	\$ -
7	Design Services	\$ 8,996,630.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,996,630.00	\$ 8,676,549.00	\$ 320,081.00	\$ -
8	Passenger Survey	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,817.21	\$ -	\$ 96,817.21	\$ 96,817.21	\$ -	\$ -
9	Market Insight Analysis/Reporting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,355.00	\$ -	\$ 77,355.00	\$ 77,355.00	\$ -	\$ -
10	Oversized Baggage Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,627.20	\$ -	\$ 24,627.20	\$ 24,627.20	\$ -	\$ -
11	Support Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,951.40	\$ 12,951.40	\$ 12,951.40	\$ -	\$ -
12	Concessions Master Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,624.20	\$ 84,624.20	\$ 84,624.20	\$ -	\$ -
13	Concourse C Sound Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,779.50	\$ 34,779.50	\$ 34,779.50	\$ -	\$ -
14	Wayfinding Signage Terminal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,647.00	\$ 57,647.00	\$ 57,647.00	\$ -	\$ -
15	AirComm Relocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,940.13	\$ 90,940.13	\$ 90,940.13	\$ -	\$ -
16	Oversized Baggage System	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92,319.05	\$ 92,319.05	\$ 92,319.05	\$ -	\$ -
17	U.S. Customs/Border Protection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,545.10	\$ 93,545.10	\$ 93,545.10	\$ -	\$ -
18	Temporary TSA Space	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,132.25	\$ 51,132.25	\$ 51,132.25	\$ -	\$ -
19	Remote Loading Dock	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 89,555.75	\$ 89,555.75	\$ 89,555.75	\$ -	\$ -
20	Gate B1A, Loading Dock Field Serv	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,986.24	\$ 99,986.24	\$ 99,986.24	\$ -	\$ -
21	Additional Design Services	\$1,976,545.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,976,545.39	\$ 1,976,545.39	\$ -	\$ -
22	Design - Modeling of Existing Conditions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,950.00	\$ 55,950.00	\$ 55,950.00	\$ -	\$ -
23	Concessions - Master Plan Completion		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 94,577.20	\$ 94,577.20	\$ 94,577.20	\$ -	\$ -
24	Congruency Architectural Design		\$ -	\$ -	\$ -	\$ -	\$ -	63287.5	63287.5	63287.5	\$ -	\$ -
25	Antenna Path Survey		\$ -	\$ -	\$ -	\$ -	\$ -	10,001.30	10,001.30	10,001.30	\$ -	\$ -
26	Remote Loading Dock Roof/Walls Design							64,541.00	64,541.00	64,541.00		
27	Redesign of TSA Office/SSCP Space Services							90,369.25	90,369.25	90,369.25		
28	Design - Fire Alarm Upgrade & D Gates Addition				755,824.61						755,824.61	
CONTRACT TOTALS		\$ 11,671,620.69	\$ 0.00	\$ 0.00	\$ 755,824.61	\$ 272,634.50	\$ 224,074.41	\$ 1,086,206.87	\$ 13,154,536.47	\$ 12,834,455.47	\$ 1,076,905.61	\$ 0.00

Task 28 – RSW Terminal Expansion – Additional Design Services

I. OBJECTIVE

The Lee County Port Authority (“LCPA”) has requested Atkins (“CONSULTANT”) to provide additional professional design services for the expansion and improvements of the existing terminal and concourses and associated improvements at Southwest Florida International Airport (RSW).

II. SCOPE OF SERVICES

1.0 Fire Alarm System Upgrade

The existing Fire Alarm System at the Fort Myers Airport consists of the integration of a fire alarm control panel and a public address system. The fire alarm control system is used to provide monitoring of notification devices such as manual pull stations, smoke detectors and fire protection system flow and tamper switches. This fire alarm control system also activates visual appliances (strobes) and audio devices (horns) for occupant notification in certain areas. The fire alarm control panel provides signals to the public address (PA) system to activate recorded messages which are transmitted, through the PA system speakers, to the public and other occupants throughout the terminal and concourses. As configured, the overall system does not comply with several requirements of the applicable Codes.

Included in the original scope of work is the design for the extension of the existing fire alarm system including existing methods of notification which utilizes the PA system into the expansion areas. Also, the existing fire alarm detection, notification and/or equipment would be relocated as needed in any area being renovated. LCPA has requested Atkins to include the design of a fire alarm system throughout the terminal building in order to remove the PA notification from the existing fire alarm system. All fire alarm notification will be designed as part of the fire alarm equipment. The final design will comply with appropriate chapters of NFPA 72.

This new work involves extensive field work to identify existing conditions including reflected ceiling plans and devices not shown on the record documents, planning and design for the electrical and PA systems, for the entire terminal building. These services include the connection of the terminal building’s fire-alarm system to the airport’s campus-wide system but excludes any other work to the campus-wide system.

2.0 D-Gates Addition - Gates D1A, D11 & D12

Subsequent needs analysis by LCPA now envisions adding two new gates to the end of Concourse D, reconfiguring Gate D-1 with a fixed vestibule to add a new passenger boarding bridge for a Gate D1-A. This work will include four new PBB including support structures (D1-A, D11, D12, and B1-A), rework apron level, adding of fuel pits, signage in the concourses, gate podiums at D11 and D12, openings in the existing window framing, expansion of the fire deluge system at the west dining hall curtainwall section within the NFPA radius, and communications/security/utilities connections for their installation. The use of this space will be



as a non-airline specific new gate, re-layout of domestic hold rooms seating at Gate D-11 and D-12. The podium at Gate D1 will be reconfigured to handle both Gates D-1 and D1A. (See presentation slide below.) This work includes apron rework and design of four new passenger boarding bridges, including fixed extensions.

III. BASIC SERVICES

1.0 Fire Alarm System Upgrade

The Consultant shall, after significant field work and planning, prepare the Construction Documents. Bidding, and permitting services for affected design disciplines for this design remains unchanged. All associated drawings and specifications for this additional work will be included in the design documents for the overall expansion project. Consultant shall update the cost estimate.

2.0 D-Gates Addition - Gates D1A, D11 & D12

Conceptual Design

The Consultant shall perform conceptual modeling and develop conceptual plan for the remodeling of the concourses and expansion of Gates D1-A, D11 and D12. This will include equipment movement and layouts. Consultant shall assist the CM-GC in updating the cost estimate for this work. Additional to this work is the design of these three gate fixed extensions and their operating passenger boarding bridges.

Schematic Design

Consultant will produce schematic drawings and outline specifications to identify the proposed materials, levels of finish, architectural character, structural systems, mechanical and electrical systems, and civil engineering limits to be utilized in developing the SD for the approved plan. Drawings will be developed in sufficient detail to convey a complete and functional layout of the expansion. Documents shall include schematic results of any analysis/studies of various building systems.

- A. Develop the interior elevations.
- B. Develop civil site schematic plan.
- C. Coordination with LCPA and PBB Contractor.
- D. Review Final Schematic Floor Plan with the LCPA.
- E. Adjust construction budget with assistance from CM-GC.
- F. Adjust construction schedule with assistance from CM-GC.
- G. Meet with the authority having jurisdiction (local Building Department & Fire Marshal) to review design requirements including development order.

Construction Documents



Based upon the approval of the Design Development Documents CONSULTANT will produce Construction Documents drawings and specifications for the project elements as described above. The Construction Documents phase is intended to provide complete technical drawings in enough detail to bid and construct the proposed construction, and design of the fixed and operating passenger boarding bridges.

- A. Site Civil design
- B. Architecture Documents
 - a. Floor Plans
 - b. Furniture Plans and Podium Details
 - c. Enlarged Plans
 - d. Reflected Ceiling Plans
 - e. Interior Elevations
 - f. Building/Wall Sections/Details
- C. Structural Documents including PBB Fixed Extensions and Operable Bridges by a specialty sub-consultant designer.
- D. Mechanical Documents
- E. Electrical Documents
- F. Fire Protection/Deluge Documents
- G. Communications and IT Documents
- H. Security Documents
- I. Signage Documents
- J. Specifications - All Disciplines

Bidding & Permitting

- A. The Consultant shall schedule and attend preapplication meetings or calls with the following permitting agencies to confirm requirements, processes and scheduling:
 - a. Lee County Building Department
 - b. Lee County Development Services Section
 - c. South Florida Water Management District
- B. The Consultant shall prepare the necessary sealed documentation, coordinate, and deliver documents to various permitting agencies.
- C. Assist the CM-GC through response to pre-bid requests for information as submitted electronically by the CM-GC.
- D. Issuance of additional addendum prior to receipt of bids as required to clarify or modify the construction documents as may be necessary.
- E. Assist the LCPA in the review of the bid pricing by the CM-GC to become familiar with the proposed sub-contractor's pricings and reconcile the Project Total Cost with respect to previous reconciled cost estimate.

IV. DELIVERABLES

1.0 Fire Alarm System Upgrade



Starting with basic planning layouts, complete the Construction Document deliverables, following the current deliverable requirements for all remaining phases.

2.0 D-Gates Addition - Gates D1A, D11 & D12

- Conceptual Design Documents
 - One (1) electronic copy (Adobe .pdf), transmitted electronically
- Schematic Design Documents and Cost Estimate
 - One (1) electronic copy (Adobe .pdf), transmitted electronically
- 65% and 100% Construction Documents and Cost Estimate
 - One (1) electronic copy (Adobe .pdf), transmitted electronically
- Issued for Bid (IFB) Documents
 - One (1) electronic copy (Adobe .pdf), transmitted electronically

V. SCHEDULE

1.0 Fire Alarm System Upgrade

Starting with Construction Documents, follow the current schedule for all remaining phases.

2.0 D-Gates Addition - Gates D1A, D11 & D12

From official Notice to Proceed, including reviews:

Conceptual Images:	August 16, 2019
3D Images and Schematic Documents:	September 2, 2019
65% Construction Documents:	October 14, 2019
100% Construction Documents:	December 2, 2019
Bidding and Permitting:	Part of main package

VI. FEES

The fee for this task is a lump sum amount. The fees also include, but are not limited to, reimbursement for trips, facsimiles, direct expenses, postage, delivery, computer plots and work printing.

1.0 Fire Alarm System Upgrade	\$230,138.70
2.0 D Gates Addition – Gates D1A, D11, & D12	\$525,685.91
Task Total Lump Sum	\$755,824.61

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board authorize a contract amendment with Atkins North America, Inc., in the amount of \$694,840.83 to perform additional design services to provide an airline lounge associated with the Terminal Expansion Project at the Southwest Florida International Airport (RSW).
2. **FUNDING SOURCE:** Southwest Florida International Airport (RSW) fund number 20859541234.506510.20
3. **TERM:** Five years
4. **WHAT ACTION ACCOMPLISHES:** Provides for design services to incorporate additional project elements.

5. **CATEGORY:** 11.
Consent Agenda

6. **ASMC MEETING DATE:** 8/20/2019

7. **BoPC MEETING DATE:** 9/5/2019

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**
(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. BACKGROUND:

As the design of the Terminal Expansion advances, needs analysis now envisions adding shell space for an airline passenger lounge. To properly address this new project, additional design services are required from Atkins North America, Inc. The services include extending stairs and elevators to the new third level for the lounge, relocating and expanding two planned mechanical rooms, reanalyzing and redesigning the structure to accommodate the space, adding new stairs, elevators, signage, modified gate podiums, glass and louver framing, and fire alarm/communications/security and utilities connections.

For these additional services, Atkins' fees are \$467,431.83, with the remaining \$227,409 being subcontracted services, of which \$111,764 (16%) are subcontracted services with W/MBE firms. LCPA staff plans to use a combination of state grant funds, Passenger Facility Charge revenues, and other airport revenues to pay for the design and construction of this project.

As with all Port Authority Development contracts, all tasks are contingent on the availability of funds and the issuance of a written Task Authorization in accordance with the Board-approved contract, and as approved by Florida Department of Transportation, and Federal Aviation Administration, as required. Only tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

Attachment:

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

APPROVED **X** (7-0)
APPROVED as AMENDED
DENIED
OTHER

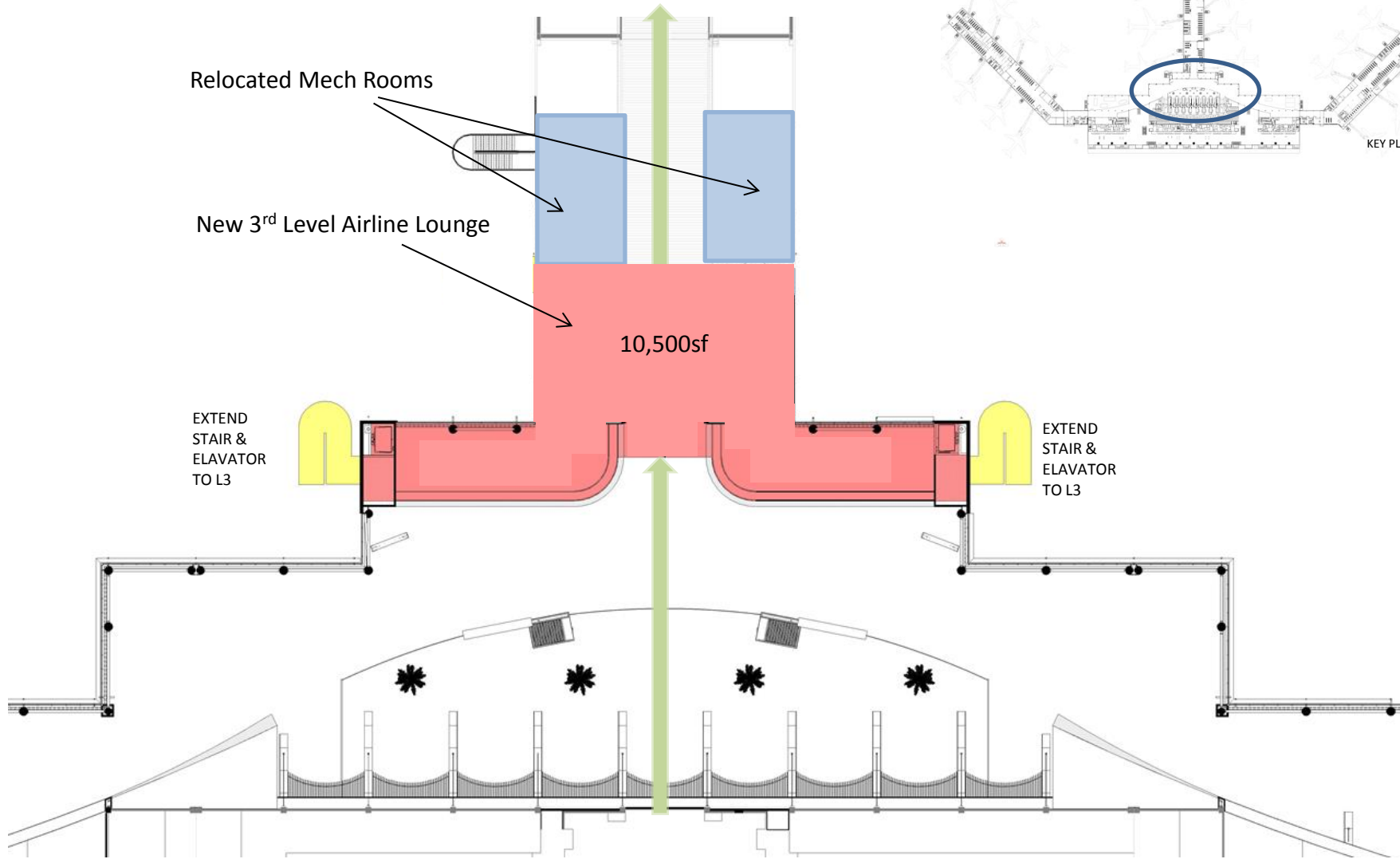
13. **PORT AUTHORITY ACTION:**

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

Airline Lounge Graphic
Contract Amendment

Added Airline Lounge



Current Design



Added Airline Lounge 10,500 sf



Airline Lounge – View from inside



CA No. 31

Vendor No. 390187

Contract No. 7548

Effective Date _____

LEE COUNTY PORT AUTHORITY
LOQ 16-19 Design Services Southwest Florida International Airport
Terminal Expansion
CONTRACT AMENDMENT (CA)

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. **No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed with the work.** All the covenants, terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: RSW Terminal Expansion – Design Services – Airline Lounge Shell Space

(1) **Reasons for Amendment:**

- | | | | |
|--------------------------|----------------------------|-------------------------------------|-------------------------------|
| <input type="checkbox"/> | Programmed CIP Project(s) | <input checked="" type="checkbox"/> | Budgeted Task/Work |
| <input type="checkbox"/> | Unforeseen Site Conditions | <input type="checkbox"/> | Error/Omission in Plans/Specs |
| <input type="checkbox"/> | Design Change | <input type="checkbox"/> | Owner Requested |
| <input type="checkbox"/> | Safety Considerations | <input type="checkbox"/> | Cost Benefit to Project |
| <input type="checkbox"/> | Other _____ | | |

(2) **Method of Negotiating Price of Work**

Method of Negotiating Time of Work:

- | | | | |
|-------------------------------------|----------------------|-------|-------------------------------|
| <input checked="" type="checkbox"/> | Lump Sum | _____ | Consultant/Contractor Records |
| _____ | Time and Materials | _____ | Cost plus fixed fee |
| _____ | Unit Prices | _____ | Force Account |
| _____ | Hourly plus expenses | | |
| _____ | Other _____ | | |

(3) **Acceptance**

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

ATKINS NORTH AMERICA, INC. ARCHITECT/ENGINEER ACCEPTANCE

Darin Larson 

FDOT: _____

FDOT Representative

FAA: _____ N/A

FAA Representative

Approved as to Form: _____

Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____
Executive Director or Designee

Board Item By: _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 31

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work
Architectural Design	Schenkel & Shultz, Inc. 1591 Hayley Lane #201 Fort Myers, FL 33907	\$115,645.00	No	
Information Technology & Electrical Design	Faith Group Consulting 3101 S. Hanley Road St. Louis, MO 63143	\$95,140.00	Yes	\$95,140.00
Quality Control & Peer Review	Arora Engineers, Inc. 61 Wilmington W. Chester Pike Chadds Ford, PA 19317	\$16,624.00	Yes	\$16,624.00

Contract Amendment 31
Task 29

#	Task	Board Approved Contract Amount	Total Project Budget	Other Contract Adjustments	This Contract Adjustment	TA Issued		TA Issued \$100,000 Level Maximum	TA Issued \$1,000,000 Level Maximum	Current Contract Value	Issued TAs	Pending TAs	Remaining Contract Balance
						FY 2016-17	FY 2017-18						
1	Concept Refinement	\$ 598,445.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 598,445.30	\$ -	\$ -	\$ -
2	Checkpoint Expansion Study	\$ -	\$ -	\$ -	\$ -	\$ 90,540.25	\$ -	\$ -	\$ -	\$ 90,540.25	\$ -	\$ -	\$ -
3	Concessions Impact Analysis	\$ -	\$ -	\$ -	\$ -	\$ 93,147.50	\$ -	\$ -	\$ -	\$ 93,147.50	\$ -	\$ -	\$ -
4	Terminal Gate Parking Analysis	\$ -	\$ -	\$ -	\$ -	\$ 11,875.00	\$ -	\$ -	\$ -	\$ 11,875.00	\$ -	\$ -	\$ -
5	Checkpoint Expansion Concept	\$ -	\$ -	\$ -	\$ -	\$ 77,071.75	\$ -	\$ -	\$ -	\$ 77,071.75	\$ -	\$ -	\$ -
6	Vibration Monitor BHS Floor System	\$ -	\$ -	\$ -	\$ -	\$ 25,275.00	\$ -	\$ -	\$ -	\$ 25,275.00	\$ -	\$ -	\$ -
7	Design Services	\$ 8,996,630.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,996,630.00	\$ 320,081.00	\$ -	\$ -
8	Passenger Survey	\$ -	\$ -	\$ -	\$ -	\$ 96,817.21	\$ -	\$ -	\$ -	\$ 96,817.21	\$ -	\$ -	\$ -
9	Market Insight Analysis/Reporting	\$ -	\$ -	\$ -	\$ -	\$ 77,355.00	\$ -	\$ -	\$ -	\$ 77,355.00	\$ -	\$ -	\$ -
10	Oversized Baggage Study	\$ -	\$ -	\$ -	\$ -	\$ 24,627.20	\$ -	\$ -	\$ -	\$ 24,627.20	\$ -	\$ -	\$ -
11	Support Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,951.40	\$ -	\$ 12,951.40	\$ -	\$ -	\$ -
12	Concessions Master Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,624.20	\$ -	\$ 84,624.20	\$ -	\$ -	\$ -
13	Concourse C Sound Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,779.50	\$ -	\$ 34,779.50	\$ -	\$ -	\$ -
14	Wayfinding Signage Terminal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,647.00	\$ -	\$ 57,647.00	\$ -	\$ -	\$ -
15	AirComm Relocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,940.13	\$ -	\$ 90,940.13	\$ -	\$ -	\$ -
16	Oversized Baggage System	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92,319.05	\$ -	\$ 92,319.05	\$ -	\$ -	\$ -
17	U.S. Customs/Border Protection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,545.10	\$ -	\$ 93,545.10	\$ -	\$ -	\$ -
18	Temporary TSA Space	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,132.25	\$ -	\$ 51,132.25	\$ -	\$ -	\$ -
19	Remote Loading Dock	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 89,555.75	\$ -	\$ 89,555.75	\$ -	\$ -	\$ -
20	Gate B1A, Loading Dock Field Serv	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,986.24	\$ -	\$ 99,986.24	\$ -	\$ -	\$ -
21	Additional Design Services	\$ 1,976,545.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,976,545.39	\$ 1,976,545.39	\$ -	\$ -	\$ -
22	Design - Modeling of Existing Conditions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,950.00	\$ -	\$ 55,950.00	\$ -	\$ -	\$ -
23	Concessions - Master Plan Completion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 94,577.20	\$ -	\$ 94,577.20	\$ -	\$ -	\$ -
24	Congruency Architectural Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,287.5	\$ -	\$ 63,287.5	\$ -	\$ -	\$ -
25	Antenna Path Survey	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,001.30	\$ -	\$ 10,001.30	\$ -	\$ -	\$ -
26	Remote Loading Dock Roof/Walls Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,541.00	\$ -	\$ 64,541.00	\$ -	\$ -	\$ -
27	Redesign of TSA Office/SSCP Space Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,369.25	\$ -	\$ 90,369.25	\$ -	\$ -	\$ -
28	Design - Fire Alarm Upgrade & D Gates Addition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 755,824.61	\$ -	\$ 755,824.61	\$ -	\$ -	\$ -
29	Design- Airline Lounge Shell Space	\$ -	\$ -	\$ -	\$ 694,840.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 694,840.83	\$ -	\$ -
CONTRACT TOTALS		\$ 11,571,620.69	\$ 0.00	\$ 0.00	\$ 694,840.83	\$ 272,634.50	\$ 224,074.41	\$ 1,086,206.87	\$ 13,910,361.06	\$ 12,834,455.47	\$ 1,770,746.44	\$ 0.00	\$ 0.00

Task 29 – RSW Terminal Expansion – Airline Lounge Shell Space Design Services

I. OBJECTIVE

The Lee County Port Authority (“LCPA”) has requested Atkins (“CONSULTANT”) to provide additional professional design services for the expansion and improvements of the existing terminal and concourses and associated improvements at Southwest Florida International Airport (RSW).

II. SCOPE OF SERVICES

As part this task to expand the terminal, LCPA requests the scope to be expanded to include the following items:

Subsequent needs analysis by LCPA now envisions adding shell space for 10,500 square foot third story lounge above the expansion at Concourse C. The use of this space will be for a future airline passenger lounge.

This work will include extending stairs and elevators to this floor, relocating and expanding the two planned mechanical rooms and their equipment, reanalysis and redesign of proposed structure and existing floor, wall and roof structure, adding of a new stair and elevators, new entries a departures level, rework apron level site design, new and reworked signage, gate podiums, glass and louver framing and fire alarm/communications/security/utilities connections for the future lounge installation.

This work excludes changes required by the airline and any work associated with tenant finish-out of the space.

III. BASIC SERVICES

Conceptual Design

The Consultant shall perform conceptual modeling and develop conceptual plan for the remodeling of the concourse and expansion of the areas shown above. This will include layouts and 3D images. Consultant shall assist the CM-GC in updating the cost estimate for this work.

Schematic Design

CONSULTANT will produce schematic drawings to identify the proposed materials, levels of finish, architectural character, structural systems, mechanical and electrical systems, and civil engineering limits to be utilized in developing the SD for the approved plan. Drawings will be developed in sufficient detail to convey a complete and functional layout of the expansion. Documents shall include schematic results of any analysis/studies of various building systems.

- A. Develop the interior and exterior elevations.
- B. Develop civil site schematic plan and MEPS systems narrative.

ATKINS

- C. Review Final Schematic Floor Plan with the LPCA.
- D. Adjust construction budget with assistance from CM-GC.
- E. Adjust construction schedule with assistance from CM-GC.
- F. Meet with the authority having jurisdiction (local Building Department & Fire Marshal) to review design requirements including development order.

Construction Documents

Based upon the approval of the Schematic Design Documents, the CONSULTANT will produce Construction Documents drawings and specifications for the project elements as described above. The Construction Documents phase is intended to provide complete technical drawings in sufficient detail to bid and construct the proposed construction. Note: The current design for these areas is at 95% completion for all design disciplines.

- A. Site Civil design
- B. Architecture Documents
 - a. Floor Plans
 - b. Roof Plans
 - c. Enlarged Plans
 - d. Reflected Ceiling Plans
 - e. Interior Elevations
 - f. Building/Wall Sections/Details
- C. Structural Documents
- D. Mechanical Documents
- E. Electrical Documents
- F. Plumbing Documents
- G. Fire Protection Documents
- H. Communications and IT Documents
- I. Security Documents
- J. Specifications - All Disciplines

Bidding & Permitting

- A. The Consultant shall schedule and attend preapplication meetings or calls with the following permitting agencies to confirm requirements, processes and scheduling:
 - a. Lee County Building Department
 - b. Lee County Development Services Section
 - c. South Florida Water Management District
- B. The CONSULTANT shall prepare the necessary sealed documentation, coordinate, and deliver documents to various permitting agencies.
- C. Assist the CM-GC through response to pre-bid requests for information as submitted electronically by the CM-GC.
- D. Issuance of additional addendum prior to receipt of bids as required to clarify or modify the construction documents as may be necessary.
- E. Assist the LPCA in the review of the bid pricing by the CM-GC to become familiar with the proposed sub-contractor's pricings and reconcile the Project Total Cost with respect to previous reconciled cost estimate.

ATKINS

IV. DELIVERABLES

The following deliverables are included with this scope of work:

- Conceptual Design Documents
 - One (1) electronic copy (Adobe .pdf), transmitted electronically
- Schematic Design Documents
 - One (1) electronic copy (Adobe .pdf), transmitted electronically
- 65% and 100% Construction Documents
 - One (1) electronic copy (Adobe .pdf), transmitted electronically
- Issued for Bid (IFB) Documents
 - One (1) electronic copy (Adobe .pdf), transmitted electronically

V. SCHEDULE

From official Notice to Proceed, including reviews:

3D Images and Schematic Documents:	September 10, 2019
65% Construction Documents:	October 14, 2019
100% Construction Documents:	December 2, 2019
Bidding and Permitting:	45 days after 100% CDs

VI. FEES

The fee for this task is a lump sum amount. The fees also include, but are not limited to, reimbursement for trips, facsimiles, direct expenses, postage, delivery, computer plots and work printing.

Task Total Lump Sum	\$694,840.83
----------------------------	---------------------

**LEE COUNTY PORT AUTHORITY
DBE and W/MBE Participation Form**

Task/project Name	Task XX-XX RSW Atkins Design Services Contract Amendment
Task # (if available)	Contract Number 7548 CA#XX, Task XX-XX

1) Consultant/Contracting Firm: Atkins

2) Scope of Service(s):

Arora will perform peer review and quality control

Faith Group will perform the electrical and technology/special systems design services

3) Identify subconsulting/subcontracting opportunity(s) under this task: N/A

4) LCPA DBE Manager Consultation Date: 8/5/19

5) Applicable Minority Certification(s): DBE W/MBE Both (Verify with DBE Manager)
(Only companies certified as DBE or W/MBE in the State of Florida can be applied toward the anticipated % goal.)

6) Anticipated Participation Goal: 16.1 %

7) List all efforts that were taken in order to include and/or increase DBE or W/MBE participation under this task. Attach all relevant supporting documentation.

1. Reviewed scope of work for tasks that could be broken out for DBE participation
2. _____
3. _____
4. _____

Attach Additional Sheets as Necessary

Consultant's Authorized Representative

Darin R. Larson, P.E.

Printed Name

Vice President

Title

August 1, 2019

Date

Lee County Port Authority DBE Manager



Signature

NONE

Comments/concurrences

8/5/19

Date

Submit to: Julio A. Rodriguez
Lee County Port Authority
11000 Terminal Access Rd., Suite 8671
Fort Myers, FL 33917

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|--|
| <p>1. REQUESTED MOTION/PURPOSE: Approve Letter of Release from the Federal Aviation Administration for an access roadway connection to BHG/Treeline for the Treeline Commerce Park parcel.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides an access roadway connection to BHG/Treeline for the Treeline Commerce Park parcel.</p> | <p>5. CATEGORY: 12.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/20/2019</p> <p>7. BoPC MEETING DATE: 9/5/2019</p> |
|---|--|

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**
(ALL REQUESTS)
NAME Mark Fisher

DIV. Development

10. BACKGROUND:

The Lee County Port Authority (LCPA) acquired the right-of-way and constructed Ben Hill Griffin Parkway/Treeline Avenue between Alico Road and Daniels Parkway (BHG/Treeline) as part of the Southwest Florida International Airport (RSW) Midfield Terminal Complex. The Midfield Terminal Complex opened in September 2005 and, at that time, Treeline Avenue served as the primary access roadway serving RSW. As a result, on November 28, 2006, the Board of County Commissioners (BoCC) adopted Resolution No. 06-11-30 designating BHG/Treeline as a Controlled Access Facility, which fixed limited allowable access points along this roadway.

Even though the title to all Lee County property, including airport property, is held by the BoCC, numerous federal compliance conditions and restrictions apply to the use of airport property. One of the primary restrictions placed on the use of airport property is that the proposed use must be deemed a substantial benefit to the airport or fair market value payment must be received for the proposed non-airport use. As the BHG/Treeline Road right-of-way is considered airport property, in order to allow an access road connection for the Treeline Commerce Park parcel, the LCPA requested that the Federal Aviation Administration (FAA) allow the release of 0.161 acres of airport road right-of-way for the appraised fair market value of \$25,000. Payment will be made by Treeline Commerce Park to the LCPA to lift the federal compliance condition and restrictions, but the title will still be held by Lee County and the land will no longer be considered airport property. Conditions of this release are outlined in the June 6, 2019, request by the LCPA and the July 18, 2019 release by the FAA, both attached.

Attachments:
FAA Letter of Release
Exhibits

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

APPROVED **X (7-0)**
APPROVED as AMENDED
DENIED
OTHER

13. PORT AUTHORITY ACTION:

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

LCPA requesting letter to the FAA
Parcel Drawing and Legal Description



U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando Airports District Office
8427 SouthPark Circle, Ste 524
Orlando, FL 32819
Phone: (407) 487-7720
Fax: (407) 487-7135

July 18, 2019

Mark R. Fisher, AAE
Deputy Executive Director-Development
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913-8213

Letter of Release (AIP Grant-Obligated Land)
Southwest Florida International Airport
Treeline Commerce Park Access Parcel (0.161 acres)
Fort Myers, Florida

Dear Mr. Fisher:

This is in response to your letter dated June 6, 2019, requesting that Treeline Commerce Park Access Parcel consisting of 0.161 acres be released from the terms, conditions, and obligations of currently active Grant Agreements between the Federal Aviation Administration (FAA) and the Lee County Port Authority.

The requested release is for the purpose of permitting the Airport Owner to sell this property and convey title for access to an adjacent commercial parcel.

We have concluded that this property, as described below, is no longer needed for airport purposes:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 26, TOWNSHIP 45 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26; THENCE N 88°05'30" E ALONG THE NORTH LINE OF SAID SECTION 26 A DISTANCE OF 1434.18 FEET; THENCE S 01°54'30" E A DISTANCE OF 608.26 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TURNING TO THE RIGHT CONCAVE WESTERLY WITH A RADIUS OF 8713.78 FEET, WITH A DELTA ANGLE OF 01°42'07", WITH A CHORD BEARING OF S 07°45'25" E, WITH A CHORD LENGTH OF 258.82 FEET, WITH AN ARC LENGTH OF 258.83 FEET TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TURNING TO THE RIGHT CONCAVE WESTERLY WITH A RADIUS OF 3342.15 FEET, WITH A DELTA ANGLE OF 03°29'36", WITH A CHORD BEARING OF S 05°45'07" E, WITH A CHORD LENGTH OF 203.74 FEET, WITH AN ARC LENGTH OF 203.77 FEET TO THE END OF SAID CURVE; THENCE N 85°19'49" E A DISTANCE OF 2.00 FEET; THENCE N

08°34'20" E A DISTANCE OF 51.51 FEET TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TURNING TO THE LEFT CONCAVE WESTERLY WITH A RADIUS OF 5963.56 FEET, WITH A DELTA ANGLE OF 02°51'57", WITH A CHORD BEARING OF N 06°36'27" W, WITH A CHORD LENGTH OF 298.25 FEET, WITH AN ARC LENGTH OF 298.28 FEET TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TURNING TO THE RIGHT CONCAVE EASTERLY WITH A RADIUS OF 43.00 FEET, WITH A DELTA ANGLE OF 55°40'01", WITH A CHORD BEARING OF N 20°12'06" E, WITH A CHORD LENGTH OF 40.15 FEET, WITH AN ARC LENGTH OF 41.78 FEET TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TURNING TO THE LEFT CONCAVE WESTERLY WITH A RADIUS OF 6085.00 FEET, WITH A DELTA ANGLE OF 00°22'01", WITH A CHORD BEARING OF N 08°32'01" W, WITH A CHORD LENGTH OF 38.96 FEET, WITH AN ARC LENGTH OF 38.96 FEET TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TURNING TO THE RIGHT CONCAVE NORTHEASTERLY WITH A RADIUS OF 43.00 FEET, WITH A DELTA ANGLE OF 73°10'46", WITH A CHORD BEARING OF N 45°30'04" W, WITH A CHORD LENGTH OF 51.26 FEET, WITH AN ARC LENGTH OF 54.92 FEET; THENCE S 81°23'24" W A DISTANCE OF 2.25 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 7000.03 SQUARE FEET, 0.161 ACRES

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

By accepting this release, agrees to:

1. Deposit, immediately after the sale, \$25,000 based on its current FMV or an equivalent amount, into an identifiable interest bearing account currently paying the highest interest rate. The proceeds should remain in this account until utilized in accordance with FAA Order 5190.6B.
2. Maintain accurate records of expenditures from the account in accordance with accepted business practices, and for three (3) years after the approved project is completed, keep the records open for inspection by the FAA at any time.
3. Ensure that whoever the land is initially and subsequently conveyed to including the airport owner, they and their successors and assigns protect the rights and interests of the public in Southwest Florida International Airport and prevent any use of subject property that would constitute an airport hazard, including wildlife hazards.
4. Within 90 days, update the Airport Layout Plan and Exhibit "A" Property Map to reflect the new airport boundaries.
5. Ensure that they and their successors and assigns retain, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of

the subject property, the right for existing and future aircraft to generate noise in that airspace, and the right to use the airspace to land on or take off from the airport.

- 6. Ensure that they and their successors and assigns shall not permit/afford access from the subject property onto Southwest Florida International Airport property for aeronautical purposes.

In consideration of these premises, the FAA agrees to release the Airport Owner from the obligations, terms, and conditions of the existing grant agreements as of the date of this agreement as they may relate to the subject property.

Please indicate your acceptance of these conditions by signing and completing the bottom portion of this letter and the enclosed duplicate and returning one copy to our office.

Sincerely,

Rebecca Henry Harper
Acting Manager

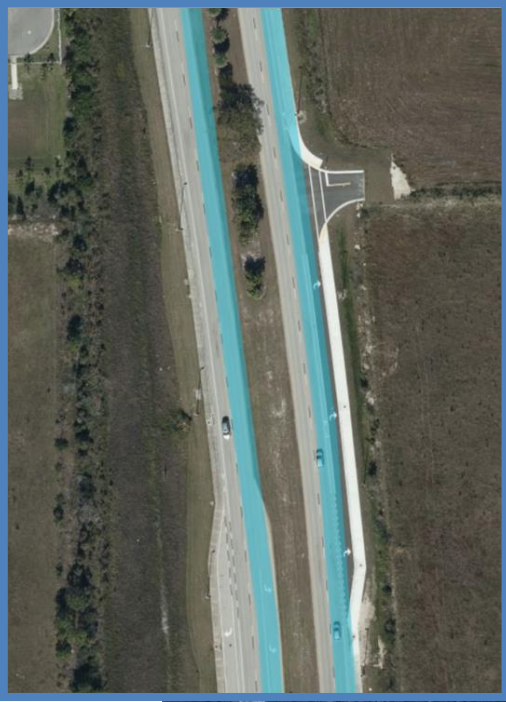
1 Enclosure

Accepted for Lee County Port Authority

By: _____

Title: _____

Date: _____



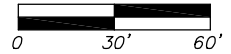
P.O.C.
CCR#81732
N.W. CORNER
SECTION 26

S 88°05'30" W 1434.18'

N.L.Y. LINE
SECTION 26-45-25



SCALE: 1" = 60'



LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.S.M. PROFESSIONAL SURVEYOR & MAPPER
- F.A.C. FLORIDA ADMINISTRATIVE CODE
- F.C.M. FOUND CONCRETE MONUMENT
- OR OFFICIAL RECORDS BOOK
- CCR CERTIFIED CORNER RECORD

TREELINE 18 LLC
VACANT

P.O.B. L4

RIGHT-OF-WAY

TREELINE AVENUE S.
WIDTH VARIES

RIGHT-OF-WAY

AIRPORT GATEWAY LTD
VACANT

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 01°54'30" E	608.26'
L2	N 85°19'49" E	2.00'
L3	N 08°34'20" E	51.51'
L4	S 81°05'19" W	2.25'

CURVE DATA

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	258.83'	8713.78'	1°42'07"	S 07°45'25" E	258.82'
C2	203.77'	3342.15'	3°29'36"	S 05°45'07" E	203.74'
C3	298.28'	5963.56'	2°51'57"	N 06°36'27" W	298.25'
C4	41.78'	43.00'	55°40'01"	N 20°12'06" E	40.15'
C5	38.96'	6085.00'	0°22'01"	N 08°32'01" W	38.96'
C6	54.92'	43.00'	73°10'46"	N 45°30'04" W	51.26'

NOTES

- 1.) BEARINGS SHOWN HEREON REFER TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING N.88°05'30"E.
- 2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
- 3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- 4.) DESCRIPTION LINENWORK PROVIDED BY CLIENT.
- 5.) PARCEL CONTAINS 7000.00 SQUARE FEET +/-.

NOT A SURVEY

DRAWN BY: KAS
DRAWING: FAA EASEMENT
SCALE: 1" = 60'

**SKETCH TO ACCOMPANY
PROPERTY DESCRIPTION**

A PARCEL OF LAND LOCATED IN
SECTION 26, TOWNSHIP 45 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

KRIS A SLOSSER P.S.M.
4642 VILLA CAPRI LN. BONITA SPRINGS
FLORIDA 34134 (239) 947-1915



Direct Dial: (239) 590-4612
Fax: (239) 590-4688

June 6, 2019

JEFF MULDER, A.A.E.
EXECUTIVE DIRECTOR

RICHARD Wm. WESCH
PORT AUTHORITY ATTORNEY

Ms. Marisol C. Elliott
Federal Aviation Administration
Orlando Airports District Office
8427 SouthPark Circle, Suite 524
Orlando, Florida 32819-9058

**BOARD OF
PORT COMMISSIONERS**

BRIAN HAMMAN

LARRY KIKER

FRANK MANN

JOHN E. MANNING

CECIL L. PENDERGRASS

Dear Ms. Elliott:

Re: Release of Surplus Property
Treeline Commerce Park Access to Treeline Avenue

In accordance with FAA Order 5190.6A, please let this letter serve as our request to release approximately 824,155 s.f. of property previously identified on the Southwest Florida International Airport (RSW) Airport Layout Plan. This property is commonly referred to as the Treeline Commerce Park Access parcel.

Treeline Avenue was constructed by the Lee County Port Authority (LCPA) in 2003, as part of the RSW Midfield Terminal Complex. The Midfield Terminal Complex opened in September of 2005 and, at that time, Treeline Avenue served as the primary access roadway serving RSW. However, in March of 2015, the new interchange connecting I-75 to RSW was completed and opened. The majority of airport vehicle traffic now utilizes the new direct interstate connection with Treeline Avenue now serving as a secondary access route. As such, the Treeline Commerce Park Access parcel is not needed for future airport operations or expansion. Lee County has reviewed this access and determined that it will not negatively impact the secondary access roadway system for RSW.

In accordance with our grant assurances and federal regulations, the Treeline Commerce Park Access parcel of airport property is deemed surplus to future aviation needs and, therefore, FAA approval and fair market value compensation is required prior to its release from the airport's inventory. The release of the Treeline Commerce Park Access parcel is requested with the following conditions:

Ms. Marisol C. Elliott

June 6, 2019

Page 2

- Lee County will purchase the Treeline Commerce Park Access parcel for fair market value of \$25,000 based on the May 28, 2019 appraisal prepared by Maxwell, Hendry & Simmons (attached). \$25,000 will be paid by the property owner to the LCPA and immediately deposited into an identifiable interest bearing account currently paying the highest interest rate. The proceeds will remain in this account until utilized in accordance with FAA Order 5190.6A.
- The land title for the subject property will remain to be held by Lee County, but will no longer be considered airport property.
- The LCPA will expend, within five (5) years of the Deed of Release execution date, the sum of \$25,000 for purposes in accordance with FAA Order 5190.6A. It is understood and agreed that this amount will not be eligible as sponsor-matching funds for federally assisted airport development. The LCPA will maintain records of these expenditures in accordance with accepted business practices for three (3) years and keep the records open for inspection by the FAA at any time.
- Lee County will ensure that any use resulting from this release and resulting access to Treeline Avenue shall maintain compliance with all regulatory permits (SFWMD, USACOE, etc.) associated with the construction and operation of the RSW Midfield Terminal Complex and Treeline Avenue.
- Lee County and the property owner shall ensure that the rights and interests of the public using RSW is protected and will prevent any use of the subject parcel that would constitute an airport hazard as determined by the FAA, FDOT or the LCPA.
- The LCPA will update the RSW Airport Layout Plan Exhibit A Property Map upon acceptance of the release to reflect the new airport boundaries.
- Lee County will ensure that the released property will provide for the right and passage of aircraft in the airspace above the surface of the subject parcel, and the right of existing and future aircraft to generate noise in the airspace, and the right to use the airspace to land or take off from the airport.

We greatly appreciate your consideration of the above request. If you have any questions, or if you require any additional information, please let me know.

Very truly yours,

LEE COUNTY PORT AUTHORITY



Juliet S. Iglesias, C.M.
Grants Manager, Government Affairs

Attachments

Ms. Marisol C. Elliott
June 6, 2019
Page 3

c: Vernon Rupinta, FAA-ADO
Mark R. Fisher, LCPA
Greg Hagen, LCPA
Doug Swank, LCPA

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER(NW1/4) OF SECTION 26, TOWNSHIP 45 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26; THENCE N 88°05'30" E ALONG THE NORTH LINE OF SAID SECTION 26 A DISTANCE OF 1434.18 FEET; THENCE S 01°54'30" E A DISTANCE OF 608.26 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TURNING TO THE RIGHT CONCAVE WESTERLY WITH A RADIUS OF 8713.78 FEET, WITH A DELTA ANGLE OF 01°42'07", WITH A CHORD BEARING OF S 07°45'25" E, WITH A CHORD LENGTH OF 258.82 FEET, WITH AN ARC LENGTH OF 258.83 FEET TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TURNING TO THE RIGHT CONCAVE WESTERLY WITH A RADIUS OF 3342.15 FEET, WITH A DELTA ANGLE OF 03°29'36", WITH A CHORD BEARING OF S 05°45'07" E, WITH A CHORD LENGTH OF 203.74 FEET, WITH AN ARC LENGTH OF 203.77 FEET TO THE END OF SAID CURVE; THENCE N 85°19'49" E A DISTANCE OF 2.00 FEET; THENCE N 08°34'20" E A DISTANCE OF 51.51 FEET TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TURNING TO THE LEFT CONCAVE WESTERLY WITH A RADIUS OF 5963.56 FEET, WITH A DELTA ANGLE OF 02°51'57", WITH A CHORD BEARING OF N 06°36'27" W, WITH A CHORD LENGTH OF 298.25 FEET, WITH AN ARC LENGTH OF 298.28 FEET TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TURNING TO THE RIGHT CONCAVE EASTERLY WITH A RADIUS OF 43.00 FEET, WITH A DELTA ANGLE OF 55°40'01", WITH A CHORD BEARING OF N 20°12'06" E, WITH A CHORD LENGTH OF 40.15 FEET, WITH AN ARC LENGTH OF 41.78 FEET TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TURNING TO THE LEFT CONCAVE WESTERLY WITH A RADIUS OF 6085.00 FEET, WITH A DELTA ANGLE OF 00°22'01", WITH A CHORD BEARING OF N 08°32'01" W, WITH A CHORD LENGTH OF 38.96 FEET, WITH AN ARC LENGTH OF 38.96 FEET TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TURNING TO THE RIGHT CONCAVE NORTHEASTERLY WITH A RADIUS OF 43.00 FEET, WITH A DELTA ANGLE OF 73°10'46", WITH A CHORD BEARING OF N 45°30'04" W, WITH A CHORD LENGTH OF 51.26 FEET, WITH AN ARC LENGTH OF 54.92 FEET; THENCE S 81°23'24" W A DISTANCE OF 2.25 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 7000.03 SQUARE FEET, 0.161 ACRES

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.



KRIS A. SLOSSER, STATE OF FLORIDA, (P.S.M. #5560)
SEE ATTACHED SKETCH

SHEET 2 OF 2

SCALE: 1" = 60'	DRAWING: FAA	DRAWN BY: KAS	JOB#: TREELINE EASE	<p>PROPERTY DESCRIPTION</p> <p>A PARCEL OF LAND LOCATED IN SECTION 26, TOWNSHIP 45 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA</p>	<p>KRIS A SLOSSER P.S.M.</p> <p>4642 VILLA CAPRI LN. BONITA SPRINGS FLORIDA 34134 (239) 947-1915</p>
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BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

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| <p>1. REQUESTED MOTION/PURPOSE: Request Board adopt a Resolution approving proposed amendments to Lee County Port Authority Personnel Policies and Procedural Manual Parts 504 Bereavement and 901 Personnel Records Maintenance/Inspection.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Amends the Personnel Policies and Procedural Manual to clarify the Bereavement Policy and conform Personnel Records Policy to Public Records Law.</p> | <p>5. CATEGORY: 13.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/20/2019</p> <p>7. BoPC MEETING DATE: 9/5/2019</p> |
|--|--|

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| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Gregory S. Hagen</u></p> <p>DIV. <u>Port Attorney</u></p> |
|---|---|

10. BACKGROUND:

The Port Authority Personnel Policies and Procedural Manual was last revised and restated in 2017. Recently, there has been some confusion regarding the employee bereavement leave policy and a clarification is advisable. Also, the suggested changes to the Personnel Records Maintenance/Inspection Policy will avoid possible conflicts with the Florida Public Records Law. All changes are shown in strike/underline format.

- Attachments:
- 1) Amended Parts 504 and 901 of the Personnel Policies and Procedures Manual
 - 2) Draft Adopting Resolution

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR <i>Jeffrey A. Mulder</i>
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| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (7-0)
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|--|---|

**A RESOLUTION OF THE LEE COUNTY BOARD OF
PORT COMMISSIONERS AMENDING THE PORT
AUTHORITY PERSONNEL POLICIES AND
PROCEDURES MANUAL PART 504,
PERTAINING TO BEREAVEMENT; AND PART 901
PERTAINING TO PERSONNEL RECORDS;
PROVIDING FOR SEVERABILITY; AND PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, the Board of Port Commissioners is the governing body of the Lee County Port Authority, a political subdivision and dependent special district of Lee County, Florida; and,

WHEREAS, the Lee County Port Authority operates the Southwest Florida International Airport and Page Field General Aviation Airport under the authority of Chapter 63-1541, Laws of Florida; Chapters 125 and 332 Florida Statutes; and Lee County Ordinance No. 01-14; and,

WHEREAS, the Board of Port Commissioners of the Lee County Port Authority, pursuant to Section VIII of Lee County Ordinance No. 01-14, has adopted a Personnel Policies and Procedures Manual for the Port Authority, separate and distinct from the policies of Lee County, Florida, by adoption of Port Authority Resolution No. 17-06-37 on June 22, 2017, and as amended by Port Authority Resolution 18-09-12 on September 6, 2018; and,

WHEREAS, the Board of Port Commissioners desires to amend the Port Authority Personnel Policies and Procedures Manual to clarify the employee benefits policies providing for bereavement leave and personnel records maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PORT COMMISSIONERS FOR LEE COUNTY, FLORIDA THAT:

1. The above preamble is accepted and approved as true and accurate, and is adopted and incorporated as if set out herein at length.
2. The proposed amendments to the Lee County Port Authority Personnel and Policies Procedures Manual, Part 504, pertaining to Bereavement Leave, and Part 901, pertaining to Personnel Records Maintenance as attached, with new language underlined and deleted text shown in strike-through text, are hereby approved as attached and incorporated herein as Exhibit "A".

RESOLUTION NO. _____

- 3. The provisions of this Resolution are severable, and it is the intention to confer to the whole or any part of this Resolution, the powers herein provided for. If any provision of this Resolution is held unconstitutional by a court of competent jurisdiction, the decision of the court will not affect the remaining provisions. It is the Board's intent that this Resolution would have been adopted without such unconstitutional provision.
- 4. This Resolution may be revised without approval by the Board to correct typographical or administrative errors that do not change the tone, tenor or concept of the Resolution.
- 5. The provisions of revised Port Authority Personnel and Policies Procedures Manual Parts 504 and 901 shall take effect immediately following the date of adoption of this Resolution by the Board of Port Commissioners.

Commissioner _____ made a motion to adopt the foregoing Resolution, seconded by Commissioner _____. The vote was as follows:

JOHN E. MANNING _____
 CECIL PENDERGRASS _____
 VACANT _____
 BRIAN HAMMAN _____
 FRANK MANN _____

DONE AND ADOPTED by the Board of Port Commissioners this ____ day of _____, 2019.

ATTEST: LINDA DOGGETT
CLERK OF COURTS

BOARD OF PORT COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chair or Vice Chair

Approved as to Form for the Reliance of
Lee County Port Authority Only:

BY: _____
Office of the Port Authority Attorney

Exhibit "A"

Part 504: Bereavement

- A. A regular employee may be granted, upon request, bereavement leave with pay, due to the death of a relative as defined below:
1. Relative – an employee’s father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, wife, husband, grandfather, grandmother, grandchild, foster child or guardian, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. ~~grandfather, grandmother, grandchild, foster child or guardian.~~
 2. Domestic partner, sometimes referred to as a significant other, refers to a person who cohabitates with an employee in a relationship similar to that of a spouse. Bereavement leave may also be taken for the death of the partner’s relative as defined above. As used in this subsection, “Relative” also includes persons that would qualify as the employee’s “in-laws” as listed above, if the employee and the domestic partner were legally married.
- B. Employees who work an eighty (80) hour biweekly schedule are eligible for forty (40) hours of bereavement leave. Employees working an eighty-four (84) hour schedule are eligible for forty-two (42) hours and employees who work a one hundred and twelve (112) hour schedule are eligible for fifty-six (56) hours. Bereavement leave shall count as hours worked for the purpose of calculating overtime.
- C. Time off for bereavement leave must be submitted on a Leave Request Form or electronically through KRONOS for approval prior to the leave or immediately upon return to a regular scheduled work shift.
- D. An employee may be requested to provide a statement in writing to his/her immediate supervisor giving the name, relationship and location of the deceased.

Section 900: Miscellaneous

Part 901: Personnel Records Maintenance/Inspection

- A. The Human Resources Department is the official records custodian for all personnel records. The department is responsible for overseeing the record keeping for all personnel information and is responsible for maintaining the only official employee file.
- B. Employees have a responsibility to make sure that their personnel records are up-to-date and should notify Human Resources in writing of any changes in name, address, telephone number, marital status and number of dependents (for benefits and tax withholding purposes only), and emergency notification contacts.
- C. Personnel records of Port Authority employees shall be open to public inspection and copying pursuant to the requirements of Chapter 119, Florida Statutes. Only the information or records specifically made confidential or exempted from disclosure by statute will be exempt from public inspection. Inspection of personnel records shall be subject to the following procedures:
1. Requests for personal inspection of a personnel file or job application must be made in writing to the Human Resources Department.
 2. Upon request for personal inspection of a personnel file or job application, the Human Resources Department will, as a courtesy, to the extent reasonably possible, notify the employee or applicant whose records are being requested for inspection, that a request to examine the records has been made. ~~The employee or applicant may be present at the inspection if he or she desires and if the time set for the inspection is feasible.~~ This notification ~~and possibility to be present~~ cannot be a condition precedent to the inspection and the Department's failure to notify the employee or applicant is not grounds for a complaint.
 3. The Human Resources Department will require that inspections be at a reasonable time and place in order to protect the records. All examinations will be made in the Human Resources Department under the supervision of Human Resources staff.
 4. Staff shall furnish a copy or copies of any item(s) requested from the records upon payment of the fee requested by Port Authority policy.
 5. Departments are to direct all requests for personnel information concerning job applicants, employees, or former employees to Human Resources. Human Resources will only release limited factual information, such as dates of employment and position held, unless a public records request is made per Port Authority policy. Human Resources normally will release personnel information which is confidential or exempt from disclosure under

Florida Public Records Law only in writing and only after obtaining the written consent of the individual involved. Exceptions may be made to cooperate with legal, safety and medical officials who have a need to know specific employee information.

6. Supervisory and management employees who have an employment-related need for information about another employee or applicant may inspect the records and/or files of that employee or applicant

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|--|
| <p>1. REQUESTED MOTION/PURPOSE: Approve Recognition Agreement recognizing sublease of Page Field Commons retail space to Beall's Outlet Stores, Inc., d/b/a Home Centric.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Approves a Recognition Agreement for Page Field Commons sublease with Beall's Outlet Stores, Inc., d/b/a Home Centric and authorizes Acting Chair's execution of the Recognition Agreement on behalf of the Board of Port Commissioners.</p> | <p>5. CATEGORY: 14.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE:</p> <p>7. BoPC MEETING DATE: 9/5/2019</p> |
|--|--|

- | | |
|---|---|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Gregory S. Hagen</u></p> <p>DIV. <u>Port Attorney</u></p> |
|---|---|

10. BACKGROUND:

Page Field Commons, LLC, formerly RPAI Fort Myers Page Field, LLC, Lessee of Page Field Commons Shopping Center under a November 12, 1997, lease with the Port Authority, has asked the Port Authority to formally recognize its proposed sublease of approximately 15,000 square feet of the Page Field Commons retail tract to Beall's Outlet Stores, Inc., d/b/a Home Centric.

The sublease will fill a vacancy in the shopping center between the Marshalls and Five Below stores. Approval of the Recognition Agreement allows Page Field Commons, LLC to proceed with the sublease to a new tenant.

Attachment: Recognition Agreement

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR <i>Jeffrey A. Mulder</i>
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- | | |
|---|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|---|---|

RECOGNITION AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____, 2019, between the Lee County Port Authority, a political subdivision of the State of Florida, operator of Page Field General Aviation Airport, having an office at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 ("Authority") and Beall's Outlet Stores, Inc., D/B/A Home Centric, a Florida corporation, having an address at 700 13th Avenue East, Bradenton, Florida 34208 ("Tenant").

RECITALS

A. Authority is lessor under a certain ground lease (the "Major Lease") with Page Field Commons LLC, as successor in interest to FC/W.R.E. Realty Associates I, L.P. ("Landlord"), as lessee, dated as of May 12, 1997, a memorandum of which was recorded in Lee County, Florida, in Official Records Book 3038, Page 3606, as assigned by virtue of that certain Assignment and Assumption of Lease and Memorandum of Lease, dated May 2, 2005, recorded in Official Records Book 4717, Page 3131, of the Public Records of Lee County Florida, as further assigned by virtue of that certain Assignment and Assumption of Ground Lease assigning such Ground Lease dated December 20, 2017 recorded as Instrument No. 2017000269189 on December 27, 2017 in the Official Records of Lee County, Florida, as affected or amended by that certain Memorandum of Lease dated May 12, 1997, Letter Extension Agreement dated November 5, 1997, Joinder and Consent dated November 18, 1997, Letter Agreement dated February 16, 1998, Amendment to Lease dated November 4, 1998, Agreement dated November 23, 1999, Administrative Amendment dated July 3, 2000, Second Amendment to Lease Agreement dated July 8, 2002, Ground Lessor Consent and Estoppel Certificate dated April 24, 2005, Letter Agreement dated February 11, 2011, Agreement dated May 9, 2011 (as such Major Lease is further amended, restated or modified from time to time which demises certain real property located in Lee County, Florida (the "Premises") more particularly described on Exhibit A annexed hereto and made a part hereof.

B. Pursuant to an instrument dated as of _____, 2019, (the "Sublease"), Landlord leased to Tenant a portion of the Premises consisting of 15,169 square feet measuring approximately 89 feet of frontage by approximately 171 feet of depth, which portion is designated as the "Demised Premises."

NOW, THEREFORE, it is agreed as follows:

1. Authority warrants and represents as follows:

- (i) that Lee County, Florida, is the fee owner of the Premises,
- (ii) that Lee County has vested authority with the power to lease the Premises and grant related rights and privileges under Chapter 63-1541 Laws of Florida, Section 332.08(1) Florida Statutes and Lee County Ordinance 90-02, as amended,
- (iii) that the Major Lease is unmodified, except as provided above, and is in full force and effect,
- (iv) that the initial term of the Major Lease expires on May 31, 2032 and there are three (3) twenty (20) year options to further extend the Major Lease, and
- (v) that Landlord is not in default under the Major Lease nor has any event occurred which would, after notice to Landlord and the passage of time, become a default of Landlord under the Major Lease.

2. Authority hereby consents to and accepts the Sublease and agrees that whenever it has an obligation with respect to the Premises, or its consent or approval is required for any action of Landlord under the Major Lease, then, to the extent such obligation, consent or approval relates to the Demised Premises or Tenant's use and occupation thereof, it will perform such obligation and will not unreasonably withhold or unduly delay such consent or approval.

3. Authority shall not, in the exercise of any of the rights arising or which may arise out of the Major Lease or of any instrument modifying or amending the same or entered into in substitution or replacement thereof, disturb or deprive Tenant in, or of, its possession or its rights to possession of the

Demised Premises or of any right or privilege granted to or inuring to the benefit of Tenant under the Sublease.

4. In the event of the termination of the Major Lease by re-entry, notice, conditional limitation, surrender, summary proceeding or other action or proceeding, or otherwise, or, if the Major Lease shall terminate or expire for any reason before any of the dates provided in the Sublease for the termination of the initial or renewal terms of the Sublease and if immediately prior to such surrender, termination or expiration the Sublease shall be in full force and effect, Tenant shall not be made a party in any removal or eviction action or proceeding nor shall Tenant be evicted or removed of its possession or its right of possession be disturbed or in any way interfered with, and the Sublease shall continue in full force and force and effect as a direct lease from Authority to Tenant.

5. (a) If the Major Lease terminates (i) because Landlord has exercised an option to terminate the Major Lease, (ii) by operation of law or (iii) by mutual agreement between Authority and Landlord, Tenant may elect to continue the Sublease in full force and effect notwithstanding such termination of the Major Lease, as provided in this Paragraph 5:

(b) On such election by Tenant, the Sublease shall continue as a direct lease between Authority and Tenant for the remainder of the term of the Sublease without the necessity of executing a new Sublease, on the same terms and conditions as are in effect under the Sublease immediately preceding the termination of the Major Lease.

(c) If Landlord has elected to terminate the Sublease as a result of fire or other casualty or a condemnation in accordance with the terms of the Sublease, and Landlord has concurrently exercised a right to terminate the Major Lease for the same reason, Authority shall so notify Tenant, and Tenant may, within twenty (20) days after receipt of such notice from Authority, give Authority notice of the exercise by Tenant of any right or option granted to Tenant under the Sublease in which event Landlord's notice of termination of the Sublease shall be void, and the provisions of subparagraph (b) above shall apply.

6. Authority hereby waives and relinquishes any and all rights or remedies against Tenant, pursuant to any lien, statutory or otherwise, that it may have against the property, goods or chattels of Tenant in or on the Demised Premises.

7. (a) Any notices, demands, reports or communications required, desired or permitted to be given under this Agreement ("Notices") shall be in writing and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless same shall be given by registered or certified mail, return receipt requested, postage prepaid, or by any recognized overnight mailcarrier, with proof of delivery slip, (public or private), (i) if to Authority, at the address of Authority as hereinabove set forth or at such other address as Authority may designate by Notice, or (ii) if to Tenant, then in duplicate, under separate cover, one copy to the attention of Vice President of Real Estate of Tenant, at the address of Tenant as hereinabove set forth or at such other address as Tenant may designate by Notice. During the period of any postal strike or other interference with the mail, personal delivery (with proof of delivery slip or sworn affidavit of service) shall be substituted for registered or certified mail.

(b) Any Notice hereunder shall be deemed to have been given or served for all purposes on the date of delivery or refusal thereof.

(c) Notwithstanding anything herein to the contrary, neither party may designate any address for delivery of Notices unless same shall include a (i) street address, (ii) building name and/or number, (iii) street designation, (iv) city, (v) state, and (vi) zip code.

8. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

9. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns and sublessees.

[Remainder of page left intentionally blank; Signatures on following page.]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the date first above written.

ATTEST LINDA DOGGETT:
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____

By: _____
Chair or Vice Chair

Approved as to Form for the Reliance of the
Lee County Port Authority Only:

By: _____
Port Authority Attorney's Office

STATE OF _____
COUNTY OF _____

On this the ___ day of _____, 2019, before the undersigned officer, personally appeared _____ and _____, who acknowledged themselves to be the _____ and _____ respectively, of _____, a _____ corporation, and that they as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by themselves as _____ and _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

COPIE

Signature of Notary

Printed Name of Notary
Notary Public State of _____
My Commission Expires _____
Commission Number _____

(SEAL)

COPIE

TENANT:

BEALL'S OUTLET STORES, INC.
A Florida corporation,
d/b/a HOME CENTRIC

WITNESSES:

By: _____
Name: Wade Laufenberg
Its: Vice President of Real Estate

STATE OF FLORIDA
COUNTY OF MANATEE

On this the ___ day of _____, 2019, before the undersigned officer, personally appeared Wade Laufenberg who acknowledged himself to be the Vice President of Real Estate of Beall's Outlet Stores, Inc., a Florida corporation, and that as being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Signature of Notary

Printed Name of Notary
Notary Public State of Florida
My Commission Expires _____
Commission Number _____

(SEAL)

EXHIBIT A - Legal Description

Leasehold estate created under that certain Lease by and between Lee County Port Authority and FC/WRE Realty Associates I, L.P., a limited partnership, dated May 12, 1997, a Memorandum of which was recorded November 19, 1998, in Official Records Book 3038, Page 3606, as assigned to Inland Western Fort Myers Page Field, L.L.C., a Delaware limited liability company, by Assignment and Assumption of Lease and Memorandum of Lease recorded May 20, 2005, in Official Records Book 4717, Page 3131, all of the public records of Lee County, Florida, as further assigned pursuant to that certain Assignment and Assumption of Ground Lease executed by RPAI Fort Myers Page Field, L.L.C., a Delaware limited liability company (formerly known as Inland Fort Myers), to Page Field Commons LLC, a Delaware limited liability company, dated as of December 20, 2017, and intended to be recorded in public records of Lee County, Florida, demising the following described lands:

A tract or parcel of land lying in Section 1, Township 45 South, Range 24 East, City of Fort Myers, Lee County, Florida, which tract or parcel is described as follows:

From the Southwest corner of said Section 1; run North 89°44'31" East along the South line of said Section for 33.01 feet to an intersection with the East line of State Road 45 (US 41) (Tamiami Trail); thence run North 00°06'40" West along said East line for 203.65 feet to the Point of Beginning of the herein described parcel. From said Point of Beginning continue North 00°06'40" West along said East line for 2399.68 feet; thence run North 89°20'39" East for 696.09 feet to a West line of Fowler Street extension; thence run Southerly along said West line along the arc of a curve to the left of radius 1017.93 feet (delta 00°38'34") (chord bearing South 12°01'52" East) (chord 11.42 feet) for 11.42 feet to a point of tangency; thence run South 12°21'09" East along said West line of Fowler Street for 1182.45 feet to a point of curvature; thence run Southerly and Southwesterly along the arc of a curve to the right of radius 1082.92 feet (delta 61°48'25") (chord bearing South 18°33'04" West) (chord 1112.35 feet) for 1168.18 feet to a point of tangency; thence run South 53°48'02" West, for 97.76 feet to a point of curvature; thence run Southwesterly along the arc of curve to the right of radius 1079.92 feet (delta 14°32'14") (chord bearing South 61°54'07" West) (chord 273.26 feet) for 274.00 feet; thence run South 85°05'58" West for 47.25 feet; thence run Southwesterly along the arc of a curve to the right of radius 1067.92 feet (delta 00°54'28") (chord bearing South 72°03'46" West) (chord 16.92 feet) for 16.92 feet to a point of tangency; thence run South 72°31'00" West for 158.58 feet; thence run North 45°59'18" West, for 81.29 feet to the Point of Beginning. Bearing herein above mentioned are based on assuming the South line of Section 1, Township 45 South, Range 24 East, bears North 89°44'31" East.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A tract or parcel of land lying in Section 1, Township 45 South, Range 24 East, City of Fort Myers, Lee County, Florida, which tract or parcel is described as follows:

From the Southwest corner of said Section 1; run North 89°44'31" East along the South line of said Section for 33.01 feet to the East right-of-way boundary of State 45 (U.S. 41) (Tamiami Trail); thence run North 00°06'40" West, for 203.65 feet to the East right-of-way boundary of State Road 45 (U.S. 41) (Tamiami Trail) and the Point of Beginning; thence coincident with said East right-of-way boundary North 00°06'40" West, a distance of 2399.77 feet; thence departing said East right-of-way boundary, North 89°21'04" East, a distance of 696.07 feet to a point on the Westerly right-of-way boundary of Fowler Street, said point being on a curve with radius of 1017.93 feet, a central angle of 00°38'21", said curve is subtended by a chord which bears South 11°52'20" East, for a distance of 11.36 feet; thence coincident with said Westerly right-of-way boundary for the following nine (9) courses: (1) run Southerly coincident with the arc of said curve, a distance of 11.36 feet; (2) thence South 12°21'18" East, a distance of 1182.47 feet to a curve with a radius of 1082.92 feet, a central angle of 61°48'48", said curve is subtended by a chord which bears South 18°33'20" West, for a distance of 1112.47 feet; (3) thence coincident the arc of said curve a distance of 1168.31 feet; (4) thence South 53°43'12" West, a distance of 97.24 feet to a curve with a radius of 1079.92 feet, a central angle of 14°31'57", said curve is subtended by a chord which bears South 61°51'38" West, for a distance of 273.18 feet; (5) thence coincident with the arc of said curve 273.91 feet; (6) thence South 85°08'28" West, a distance of 47.79 feet to the point of curvature of a curve with a radius of 1067.92 feet, a central angle of 00°54'27", said curve subtended by a chord which bears South 72°02'56" West, for a distance of 16.91 feet; (7) thence coincident with the arc of said curve 16.92 feet; (8) thence South 72°31'42" West, a distance of 158.61 feet; (9) thence North 45°59'09" West, a distance of 81.23 feet to the Point of Beginning.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|--|
| <p>1. REQUESTED MOTION/PURPOSE: Recommend Board direct to Public Hearing an ordinance amending Lee County Ordinance 94-09, as amended, the Airport Rules and Regulations Ordinance, to revise provisions applicable to Animals on Airport Property.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Recommends Board direct to Public Hearing an ordinance amending Lee County Ordinance 94-09, as amended, to revise provisions applicable to the Animals on Airport Property.</p> | <p>5. CATEGORY: 15.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/20/2019</p> <p>7. BoPC MEETING DATE: 9/5/2019</p> |
|---|--|

- | | |
|---|---|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Gregory S. Hagen</u></p> <p>DIV. <u>Port Attorney</u></p> |
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10. BACKGROUND:

In 1994, The Board of County Commissioners adopted Lee County Ordinance 94-09, the Airports Rules and Regulations Ordinance. Although the ordinance has been amended since 1994, the rules governing animals on airport property have not changed.

Recent increases in the number and types of animals travelling through and visiting the airport require that the rules be updated to reflect changes to the regulations governing service animals, animals used by governmental agencies for official purposes, and all other animals in transit or visiting the airport.

Attachment:
Ordinance 94-09

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR <i>Jeffrey A. Mulder</i>
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- | | |
|--|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (7-0)
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|--|---|

LEE COUNTY ORDINANCE NO. _____

AN ORDINANCE AMENDING LEE COUNTY ORDINANCE NO. 94-09, THE AIRPORT RULES AND REGULATIONS ORDINANCE, AS AMENDED BY LEE COUNTY ORDINANCE NUMBERS 97-20, 01-19, AND 11-12; PROVIDING RULES AND REGULATIONS FOR THE SOUTHWEST FLORIDA INTERNATIONAL AIRPORT, PAGE FIELD AIRPORT, AND ANY OTHER AIRPORT FACILITY UNDER THE JURISDICTION, CONTROL, AND ADMINISTRATION OF LEE COUNTY, FLORIDA, OR THE LEE COUNTY PORT AUTHORITY; AMENDING SECTION 1, DEFINITIONS; SECTION 4, PERSONAL CONDUCT, AND SECTION 5, PENALTIES; PROVIDING FOR CONFLICTS OF LAW, CODIFICATION, SCRIVENER'S ERRORS, AND SEVERABILITY; PERTAINING TO MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Lee County is the governing body of Lee County, a political subdivision of the State of Florida; and,

WHEREAS, Lee County owns Page Field Airport ("FMY") and the Southwest Florida International Airport ("RSW"), both located in the unincorporated area of Lee County, Florida; and,

WHEREAS, the Board of County Commissioners has enacted Lee County Ordinance, No. 94-09, as amended, to establish rules and regulations for the safe and efficient operation of the airports; and,

WHEREAS, recent increases in the number of animals brought into airport buildings by both passengers and meeters and greeters have created continuing congestion, safety and sanitation problems; and,

WHEREAS, to address the problems and to reduce the possibility of injury to animals and people in airport buildings, the Board of County Commissioners desires to amend Lee County Ordinance Number 94-09, as amended, as follows.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, THAT:

SECTION ONE: EFFECT OF RECITALS

The above recitals are incorporated into the body of this ordinance and adopted as findings of fact.

SECTION TWO: AMENDMENT OF SECTION ONE; SUBSECTION 4.06 AND SECTION FIVE

Section 1, Definitions; Section 4.06 pertaining to Animals; and Section 5 pertaining to Penalties of Lee County Ordinance 94-09, as amended, are hereby amended as follows, with the underlined type identifying added text and the strike-through type being deleted text.

SECTION 1. DEFINITIONS, is amended to add the following definition:

1.49 Service Animal – An animal that is trained to do work or perform tasks for an individual with a disability, as defined in Section 413.08(1)(d), Florida Statutes, or as amended, renumbered or replaced.

SECTION 4. PERSONAL CONDUCT, SUBSECTION 4.06, ANIMALS, is amended to read:

4.06 ANIMALS

A. No person shall enter any building on ~~in the Main Terminal Complex~~ at the Airports with any animal except:

1. Service Animals or Service Animals in training used by disabled persons in accord with Florida Statutes, ~~seeing-eye dogs or other~~

~~animals which have been specifically trained to assist impaired persons and which are in the building for that purpose;~~

2. Non-service animals ~~pets~~ that are to be, or have been transported by air, provided that they are restrained in ~~kennels~~ carriers designed for the air transport of animals; ~~pets~~; are carried and under the control of the person transporting the animal; or, if no carrier is available, are restrained by a leash no longer than (5) feet long and under complete control of the handler. The handler must provide proof that their animal will be, or has been, transported by air upon request of a representative of the Port Authority.

3. Any animal used for law enforcement purposes or by an employee of a federal, state or local governmental agency in the performance of their official duties.

B. Any animal exhibiting aggressive behavior towards humans or other animals, whether by biting, growling, lunging, excessive barking, or similar behavior, must be immediately placed in a carrier or removed from the airport building.

C. ~~Except as provided above, and except for livestock that are to be, or have been transported by air and are properly confined for air travel,~~ no person shall permit any ~~livestock or any other~~ animals under their control or custody to enter the any Airport building. Any such ~~livestock or animal~~ on the Airports will be removed or otherwise disposed of by Port Authority personnel.

- ~~C. D.~~ No person shall ride horseback on the Airports without prior authorization from the Executive Director or his or her ~~his/her~~ authorized representative.
- ~~D. E.~~ No person shall feed or do any other act to encourage the congregation of birds or other animals on the Airports without prior written authorization from the Executive Director or his or her ~~his/her~~ designated representative.
- ~~E. F.~~ No person shall permit, either willfully or through failure to exercise due care or control, any animal to urinate or defecate upon the sidewalks of the Airports or upon the floor of any airport building, ~~used in common by the public.~~ The animal's owner must immediately clean up and report any animal mess (urination/defecation) for the safety of persons at the airports.
- ~~F. G.~~ No person shall hunt, pursue, trap, catch, injure, or kill any animal on the Airports other than in the conduct of their official duties.
- ~~G. H.~~ No person shall fish on Airports property except as provided for by the laws of the State of Florida. All persons fishing on Airports property shall ~~have~~ must obtain the prior written authorization of the Executive Director or ~~his/her~~ his or her designated representative and shall abide by all requirements and restrictions deemed proper by same.

SECTION FIVE: PENALTIES; is hereby amended to read:

SECTION 5: ENFORCEMENT AND PENALTIES

Any person violating Sections 4.06 A., B., or F. of this ordinance regarding animals in Airport buildings will be given a verbal warning to immediately remove or restrain the animal, as appropriate.

Any person who refuses to immediately comply with the provisions of Sections A., B., or F. of this Ordinance after receiving a verbal warning, shall be issued a Summons and assessed a fine of \$32.00.

Any person who fails to satisfy the provisions contained in a Lee County Port Authority Summons for violation of the provisions of Sections 4.06 A., B., or F. of this Ordinance, and elects to appear before a court of competent jurisdiction to present evidence, shall be deemed to have waived his or her right to the civil penalty provisions of the Summons. The court, after a hearing shall determine whether a violation of Sections 4.06 A., B., or F. has been committed and may treat the violation as provided below.

Violation of all other the provisions of this Ordinance shall constitute a misdemeanor of the second degree, punishable by a fine not to exceed \$500.00 or by imprisonment in the county jail not to exceed sixty (60) days or by both such fine and imprisonment pursuant to the provisions of Section 125.69, Florida Statutes. Each day or fraction thereof such violation is committed or permitted to continue shall be considered a separate offense.

The Port Authority may institute in any Court or before any Administrative Board of competent jurisdiction actions to prevent, or restrain any violation of this Ordinance.

In addition to the penalties provided by federal, state or county regulation or by this Ordinance, any person operating or handling any aircraft or vehicle in violation of the regulations set forth in this Ordinance may be deprived of further use of the Airports and

their facilities for such period of time as the Executive Director of the Lee County Port Authority or his or her designee may determine.

SECTION THREE: SEVERABILITY

If any portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, it is the Board's intention that such portion shall become a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance. The Board further declares that this ordinance would have been adopted if such invalid or unconstitutional provision was not included.

SECTION FOUR: CONFLICTS OF LAW

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive requirements shall apply.

SECTION FIVE: INCLUSION IN CODE

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Lee County Code; and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or some other appropriate word or phrase to accomplish such intention.

SECTION SIX: SCRIVENER'S ERRORS

It is the intent of the Board of County Commissioners that correction of typographical errors that do not affect the intent of this ordinance may be authorized by

the Executive Director of the Lee County Port Authority, or his or her designee, without need of public hearing, by filing a corrected or recodified copy of same with the Clerk of Circuit Court.

SECTION SEVEN: MODIFICATION

It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of consideration that may arise during Public Hearing(s). Such modifications shall be incorporated into the final version.

SECTION EIGHT: EFFECTIVE DATE

This ordinance will take effect upon its filing with the Secretary of the Florida Department of State.

Commissioner _____ made a motion to adopt the foregoing ordinance, seconded by Commissioner _____. The vote was as follows:

JOHN MANNING	_____
CECIL L PENDERGRASS	_____
RAYMOND SANDELLI	_____
BRIAN HAMMAN	_____
FRANK B. MANN	_____

DULY PASSED AND ADOPTED this ____ day of _____, 20____.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY

BY: _____
Deputy Clerk

BY: _____
Chair or Vice Chair

APPROVED AS TO FORM FOR THE
THE RELIANCE OF LEE COUNTY ONLY

BY: _____
Lee County Attorney's Office

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board convene as Board of County Commissioners to direct to Public Hearing an ordinance amending Lee County Ordinance 94-09, as amended, the Airport Rules and Regulations Ordinance, to revise provisions applicable to Animals on Airport Property. Recommended Hearing Date is October 22, 2019 at 9:30 a.m., or as soon thereafter as may be heard.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Direct to Public Hearing an ordinance amending Lee County Ordinance 94-09, as amended, to revise provisions applicable to Animals on Airport Property.

5. **CATEGORY:** 16.
Administrative Agenda

6. **ASMC MEETING DATE:**

7. **BoPC MEETING DATE:** 9/5/2019

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

NAME Gregory S. Hagen

DIV. Port Attorney

10. BACKGROUND:

In 1994, The Board of County Commissioners adopted Lee County Ordinance 94-09, the Airports Rules and Regulations Ordinance. Although the ordinance has been amended since 1994, the rules governing animals on airport property have not changed.

Recent increases in the number and types of animals travelling through and visiting the airport require that the rules be updated to reflect changes to the regulations governing service animals, animals used by governmental agencies for official purposes, and all other animals in transit or visiting the airport.

Attachment:
Ordinance 94-09

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
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12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED
APPROVED as AMENDED
DENIED
OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Blue Sheet No. <System Generated>	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 9/5/2019	Item No. <System Generated>
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TITLE: Convene as Board of County Commissioners to direct to Public Hearing an ordinance amending Lee County Ordinance 94-09, as amended, the Airport Rules and Regulations Ordinance, to revise provisions applicable to Animals on Airport Property. Recommended Hearing Date is October 22, 2019 at 9:30 a.m., or as soon thereafter as may be heard.

ACTION REQUESTED: Direct to Public Hearing an ordinance amending Lee County Ordinance 94-09, as amended, to revise provisions applicable to Animals on Airport Property.

FUNDING: N/A

WHAT ACTION ACCOMPLISHES: Direct to Public Hearing an ordinance amending Lee County Ordinance 94-09, as amended, to revise provisions applicable to Animals on Airport Property.

MANAGEMENT RECOMMENDATION: Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: Department: County Attorney Division: By: Gregory S. Hagen

Background:

In 1994, The Board of County Commissioners adopted Lee County Ordinance 94-09, the Airports Rules and Regulations Ordinance. Although the ordinance has been amended since 1994, the rules governing animals on airport property have not changed.

Recent increases in the number and types of animals travelling through and visiting the airports require that the rules be updated to reflect changes to the regulations governing service animals, animals used by governmental agencies for official purposes, and all other animals in transit passing through airport buildings.

Attachment: Draft Ordinance Amending Ordinance No. 94-09

11. Required Review:					
<Signature>	<Signature>	<Signature>	<Signature>	<Signature>	<Signature>
<Department>	<Department>	<Department>	<Department>	<Department>	<Department>
<Signature>	<Signature>	<Signature>	<Signature>	<Signature>	<Signature>
<Department>	<Department>	<Department>	<Department>	<Department>	<Department>

LEE COUNTY ORDINANCE NO. _____

AN ORDINANCE AMENDING LEE COUNTY ORDINANCE NO. 94-09, THE AIRPORT RULES AND REGULATIONS ORDINANCE, AS AMENDED BY LEE COUNTY ORDINANCE NUMBERS 97-20, 01-19, AND 11-12; PROVIDING RULES AND REGULATIONS FOR THE SOUTHWEST FLORIDA INTERNATIONAL AIRPORT, PAGE FIELD AIRPORT, AND ANY OTHER AIRPORT FACILITY UNDER THE JURISDICTION, CONTROL, AND ADMINISTRATION OF LEE COUNTY, FLORIDA, OR THE LEE COUNTY PORT AUTHORITY; AMENDING SECTION 1, DEFINITIONS; SECTION 4, PERSONAL CONDUCT, AND SECTION 5, PENALTIES; PROVIDING FOR CONFLICTS OF LAW, CODIFICATION, SCRIVENER'S ERRORS, AND SEVERABILITY; PERTAINING TO MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Lee County is the governing body of Lee County, a political subdivision of the State of Florida; and,

WHEREAS, Lee County owns Page Field Airport ("FMY") and the Southwest Florida International Airport ("RSW"), both located in the unincorporated area of Lee County, Florida; and,

WHEREAS, the Board of County Commissioners has enacted Lee County Ordinance, No. 94-09, as amended, to establish rules and regulations for the safe and efficient operation of the airports; and,

WHEREAS, recent increases in the number of animals brought into airport buildings by both passengers and meeters and greeters have created continuing congestion, safety and sanitation problems; and,

WHEREAS, to address the problems and to reduce the possibility of injury to animals and people in airport buildings, the Board of County Commissioners desires to amend Lee County Ordinance Number 94-09, as amended, as follows.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, THAT:

SECTION ONE: EFFECT OF RECITALS

The above recitals are incorporated into the body of this ordinance and adopted as findings of fact.

SECTION TWO: AMENDMENT OF SECTION ONE; SUBSECTION 4.06 AND SECTION FIVE

Section 1, Definitions; Section 4.06 pertaining to Animals; and Section 5 pertaining to Penalties of Lee County Ordinance 94-09, as amended, are hereby amended as follows, with the underlined type identifying added text and the strike-through type being deleted text.

SECTION 1. DEFINITIONS, is amended to add the following definition:

1.49 Service Animal – An animal that is trained to do work or perform tasks for an individual with a disability, as defined in Section 413.08(1)(d), Florida Statutes, or as amended, renumbered or replaced.

SECTION 4. PERSONAL CONDUCT, SUBSECTION 4.06, ANIMALS, is amended to read:

4.06 ANIMALS

A. No person shall enter any building on ~~in the Main Terminal Complex~~ at the Airports with any animal except:

1. Service Animals or Service Animals in training used by disabled persons in accord with Florida Statutes, ~~seeing-eye dogs or other~~

~~animals which have been specifically trained to assist impaired persons and which are in the building for that purpose;~~

2. Non-service animals ~~pets~~ that are to be, or have been transported by air, provided that they are restrained in ~~kennels~~ carriers designed for the air transport of animals; ~~pets~~; are carried and under the control of the person transporting the animal; or, if no carrier is available, are restrained by a leash no longer than (5) feet long and under complete control of the handler. The handler must provide proof that their animal will be, or has been, transported by air upon request of a representative of the Port Authority.

3. Any animal used for law enforcement purposes or by an employee of a federal, state or local governmental agency in the performance of their official duties.

B. Any animal exhibiting aggressive behavior towards humans or other animals, whether by biting, growling, lunging, excessive barking, or similar behavior, must be immediately placed in a carrier or removed from the airport building.

C. ~~Except as provided above, and except for livestock that are to be, or have been transported by air and are properly confined for air travel,~~ no person shall permit any ~~livestock or any other~~ animals under their control or custody to enter the any Airport building. Any such ~~livestock or animal~~ on the Airports will be removed or otherwise disposed of by Port Authority personnel.

- ~~C. D.~~ No person shall ride horseback on the Airports without prior authorization from the Executive Director or his or her ~~his/her~~ authorized representative.
- ~~D. E.~~ No person shall feed or do any other act to encourage the congregation of birds or other animals on the Airports without prior written authorization from the Executive Director or his or her ~~his/her~~ designated representative.
- ~~E. F.~~ No person shall permit, either willfully or through failure to exercise due care or control, any animal to urinate or defecate upon the sidewalks of the Airports or upon the floor of any airport building, ~~used in common by the public.~~ The animal's owner must immediately clean up and report any animal mess (urination/defecation) for the safety of persons at the airports.
- ~~F. G.~~ No person shall hunt, pursue, trap, catch, injure, or kill any animal on the Airports other than in the conduct of their official duties.
- ~~G. H.~~ No person shall fish on Airports property except as provided for by the laws of the State of Florida. All persons fishing on Airports property shall ~~have~~ must obtain the prior written authorization of the Executive Director or ~~his/her~~ his or her designated representative and shall abide by all requirements and restrictions deemed proper by same.

SECTION FIVE: PENALTIES; is hereby amended to read:

SECTION 5: ENFORCEMENT AND PENALTIES

Any person violating Sections 4.06 A., B., or F. of this ordinance regarding animals in Airport buildings will be given a verbal warning to immediately remove or restrain the animal, as appropriate.

Any person who refuses to immediately comply with the provisions of Sections A., B., or F. of this Ordinance after receiving a verbal warning, shall be issued a Summons and assessed a fine of \$32.00.

Any person who fails to satisfy the provisions contained in a Lee County Port Authority Summons for violation of the provisions of Sections 4.06 A., B., or F. of this Ordinance, and elects to appear before a court of competent jurisdiction to present evidence, shall be deemed to have waived his or her right to the civil penalty provisions of the Summons. The court, after a hearing shall determine whether a violation of Sections 4.06 A., B., or F. has been committed and may treat the violation as provided below.

Violation of all other the provisions of this Ordinance shall constitute a misdemeanor of the second degree, punishable by a fine not to exceed \$500.00 or by imprisonment in the county jail not to exceed sixty (60) days or by both such fine and imprisonment pursuant to the provisions of Section 125.69, Florida Statutes. Each day or fraction thereof such violation is committed or permitted to continue shall be considered a separate offense.

The Port Authority may institute in any Court or before any Administrative Board of competent jurisdiction actions to prevent, or restrain any violation of this Ordinance.

In addition to the penalties provided by federal, state or county regulation or by this Ordinance, any person operating or handling any aircraft or vehicle in violation of the regulations set forth in this Ordinance may be deprived of further use of the Airports and

their facilities for such period of time as the Executive Director of the Lee County Port Authority or his or her designee may determine.

SECTION THREE: SEVERABILITY

If any portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, it is the Board's intention that such portion shall become a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance. The Board further declares that this ordinance would have been adopted if such invalid or unconstitutional provision was not included.

SECTION FOUR: CONFLICTS OF LAW

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive requirements shall apply.

SECTION FIVE: INCLUSION IN CODE

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Lee County Code; and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or some other appropriate word or phrase to accomplish such intention.

SECTION SIX: SCRIVENER'S ERRORS

It is the intent of the Board of County Commissioners that correction of typographical errors that do not affect the intent of this ordinance may be authorized by

the Executive Director of the Lee County Port Authority, or his or her designee, without need of public hearing, by filing a corrected or recodified copy of same with the Clerk of Circuit Court.

SECTION SEVEN: MODIFICATION

It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of consideration that may arise during Public Hearing(s). Such modifications shall be incorporated into the final version.

SECTION EIGHT: EFFECTIVE DATE

This ordinance will take effect upon its filing with the Secretary of the Florida Department of State.

Commissioner _____ made a motion to adopt the foregoing ordinance, seconded by Commissioner _____. The vote was as follows:

JOHN MANNING	_____
CECIL L PENDERGRASS	_____
RAYMOND SANDELLI	_____
BRIAN HAMMAN	_____
FRANK B. MANN	_____

DULY PASSED AND ADOPTED this ____ day of _____, 20____.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY

BY: _____
Deputy Clerk

BY: _____
Chair or Vice Chair

APPROVED AS TO FORM FOR THE
THE RELIANCE OF LEE COUNTY ONLY

BY: _____
Lee County Attorney's Office