

Contract Number \_\_\_\_\_  
Vendor Number \_\_\_\_\_

**LEE COUNTY PORT AUTHORITY  
SERVICE PROVIDER AGREEMENT  
24-0062LEB  
TEMPORARY EMPLOYEE PAYROLLING SERVICES FOR  
CUSTOMER SERVICE AMBASSADORS FOR LEE COUNTY PORT AUTHORITY**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between LEE COUNTY PORT AUTHORITY, a political subdivision and special district of the State of Florida ("AUTHORITY"), located at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913, and \_\_\_\_\_ ("PROVIDER"), a \_\_\_\_\_ corporation/limited liability company/other authorized to do business in the State of Florida, whose principal business address is \_\_\_\_\_ and whose Federal Identification Number is \_\_\_\_\_. Collectively, the Authority and Provider are referred to throughout this Agreement as the Parties.

**WITNESSETH**

**WHEREAS**, the Authority desires to contract with Provider for [description of services] at Southwest Florida International Airport and/or Page Field in Fort Myers, Florida, as specified in Request for Bid (RFB) 24-0062LEB; and,

**WHEREAS**, Provider has reviewed the services and related products required under RFB 24-0062LEB and this Agreement, has submitted a bid agreeing to provide the requested services, and states that it is qualified, willing and able to provide the products and perform all services required according to the provisions, conditions and terms below and in accordance with all governing federal, state and local laws and regulations; and,

**WHEREAS**, Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services and products to be provided under this Agreement; and,

**WHEREAS**, Provider has been selected to provide the services and products described below as the result of a competitive selection process by Authority in accordance with applicable Florida statutes and the Authority's Procurement Policy, as approved by the Authority's Board of Port Commissioners.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual consideration described below, the Parties agree as follows:

**1.0 RECITALS**

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set forth herein at length.

**2.0 SCOPE OF SERVICES**

Provider hereby agrees to perform the services and provide the products as described in

Part C of RFB 24-0062LEB, entitled "Scope of Services", which is merged into and incorporated by reference as part of this Agreement ("Scope of Services"). Provider agrees to perform in strict accordance with the Scope of Services.

No services may commence until Authority issues a purchase order, unless otherwise set out in the Scope of Services or elsewhere in the RFB.

### **3.0 REQUEST FOR BIDS AND PROVIDER'S BID – INCORPORATION BY REFERENCE**

The terms of the RFB, and Provider's Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the RFB and this Agreement, or the Provider's Bid and this Agreement, the terms of this Agreement will control. The Parties acknowledge that the Authority has relied on Provider's representations and the information contained in Provider's Bid and that those representations and this information has resulted in the selection of Provider to perform the required services and provide the products under this Agreement.

### **4.0 TERM OF AGREEMENT**

The initial term of this Agreement will begin on November 7, 2024 and will continue for three (3) year(s). The Authority will have the option to renew the term of this Agreement at its sole discretion and upon the same terms and conditions, including prices, for two (2) additional one (1) year terms.

The Parties agree that unless the Authority, in its sole discretion, provides notice of intent not to renew to Provider at least thirty (30) calendar days prior to the end of the current term, this Agreement will automatically renew in accordance with the provisions of this Article.

As a condition of renewal Provider is required to attest to the Authority that does not meet any of the criteria contained in Section 287.138 (2)(a)-(c), Florida Statutes. Provider further understands that compliance with Section 287.138 is a requirement throughout the duration of this Agreement, including any renewals or extensions thereof, and failure to comply may be treated as a material breach of the Agreement and grounds for immediate termination.

### **5.0 LICENSES**

Provider 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 applicable state boards or other governmental agencies responsible for regulating and licensing the services provided and performed by Provider.

### **6.0 PERSONNEL**

Provider agrees that when the services and products to be provided and performed relate to a professional service which, under Florida Statutes, 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 professional services to be provided under this Agreement.

Services performed and products to be provided under this Agreement will be performed and delivered by Provider's own staff or by persons selected by Provider to perform the services and provide the products required, according to the processes outlined in the Scope of Services, unless agreed in advance by the Authority.

## **7.0 STANDARDS OF SERVICE**

Provider agrees to provide all products and perform all services under this Agreement in accordance with generally accepted standards of practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agency that regulates or has jurisdiction over the services and products to be provided by the Provider.

## **8.0 COMPENSATION AND PAYMENT SCHEDULE**

8.1 The Authority will pay Provider for all requested and authorized services and products in accordance with the requirements, provisions and/or terms of this Agreement, based on the accepted bid pricing and compensation terms described in the RFB.

Provider will submit invoices for services performed to the satisfaction of the Authority for review by the Authority. The invoices must include an itemized description of the services performed and the associated itemized costs which correspond to the basis of compensation as set forth in Exhibit A, Compensation Schedule. Provider's failure to follow these instructions may result in an unavoidable delay of payment by the Authority; however, such delay in payment will not be considered a violation of the Authority's obligations under the Agreement.

8.2 **PAYMENT SCHEDULE** - The Authority will issue payment to the Provider within thirty (30) calendar days after acceptance of the services and products and receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority will notify Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority will withhold the disputed amount and make payment to Provider of all amounts not in dispute. The Parties agree to negotiate informally regarding any disputed amount.

## **9.0 FAILURE TO PERFORM**

If Provider fails to commence, provide, perform and/or complete any of the services or products or any work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to Provider, not to exceed the amount of the compensation for the work in dispute, until such time as Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement and the Scope of Services.

## **10.0 INDEMNIFICATION AND HOLD HARMLESS**

Provider agrees to be liable for, and will indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from Provider's services or provision of products under this Agreement, or Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement, regardless of whether or not caused by a party indemnified hereunder.

Provider understands and agrees that by entering into this Agreement, the Authority does not waive its sovereign immunity and nothing herein will be interpreted as a waiver of the Authority's rights, including the limitation of waiver of immunity in section 768.28, Florida Statutes or any other statutes, and the Authority expressly reserves these rights to the fullest extent

allowed by law. Provider's indemnification obligations as stated in this Agreement and in Part D of RFB 24-0062LEB shall survive termination or completion of the services contracted hereunder.

#### **11.0 AUTHORITY'S REPRESENTATIVE**

The Human Resources Department and/or the Senior Procurement Manager will administer this Agreement for Authority.

#### **12.0 PUBLIC RECORDS**

Provider acknowledges that any information concerning its services may be exempt from disclosure under the Florida public records law as follows:

(1) **Airport Security Plans** - The Southwest Florida International Airport and/or Page Field security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under section 331.22, Florida Statutes. These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical airport operating facilities or other information that the Authority determines could jeopardize airport security if generally known.

(2) **Building Plans** - Provider further acknowledges that section 119.071(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building or other structure owned or operated by the Authority or Lee County from the disclosure requirements of Florida public records law.

(3) **Airport Security and Fire Safety Systems** - Section 281.301, Florida Statutes, exempts information relating to the security or fires safety systems for any property owned by or leased to the Authority and any information relating to the security or fire safety 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 or portions thereof relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

As used in this paragraph, the term "security or fire safety system plan" also includes threat assessments, threat response plans, emergency evacuation plans, shelter arrangements, security manuals, emergency equipment, and security training as confidential and exempt from disclosure.

Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed or ordered by a court of competent jurisdiction to provide, any confidential or exempt information concerning the services to be rendered by Provider under this Agreement. Provider will require all of its employees, agents, subcontractors to comply with the provisions of this Article.

#### **13.0 PROVIDER'S PUBLIC RECORDS OBLIGATIONS**

Provider specifically acknowledges its obligations to comply with section 119.0701, Florida Statutes, with regard to public records, and will:

- 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;
- 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;

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

4) Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Provider 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 PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-590-4504, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FLORIDA 33913, [publicrecords@flylcpa.com](mailto:publicrecords@flylcpa.com); <https://www.flylcpa.com/publicrecordsrequests/>**

#### **14.0 AIRPORT SECURITY REQUIREMENTS**

Provider acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the airport and prohibiting violations of the adopted Airport Security Program. Provider may need access to these secure areas to complete the work required by this Agreement.

Provider therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA or any other governmental agency for breaches of security rules and regulations by Provider, its agents, employees, subcontractors, or invitees.

Provider further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any Provider agent, employee, subcontractor, or invitee, Provider will notify the Airports Police Department that Provider's access authorization or that of any of Provider's agents, employees, subcontractors, or invitees has changed. Provider will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any Provider agent, employee, subcontractor, or invitee, Provider will surrender any Airport Security Identification Badge held by Provider or by Provider's agents, employees, subcontractors, or invitees. Should Provider fail to surrender these items within five (5) days, Provider will be assessed a fee of One Hundred Dollars (\$100.00) per identification badge not returned. This fee will be billed to Provider or deducted from any money owing to Provider, at the Authority's discretion.

#### **15.0 INSURANCE**

Before services commence and during the term of this Agreement, Provider will provide, pay for, and maintain insurance with companies satisfactory to Authority in full accordance with the provisions specified in Part D, Insurance, Indemnification and Bond Requirements, as fully

set forth in RFB 24-0062LEB which is merged into and incorporated by reference as part of this Agreement.

Provider agrees to provide Authority's Risk Manager with a certificate of insurance indicating that all policies have been endorsed to provide advance written notice of any cancellation, intent not to renew, material change or alteration, or reduction in the policy coverages except in the application of the aggregate limits provision of any policy. In the event of a reduction in the aggregate limit of any policy, Provider will immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible. All insurance will be from responsible companies duly authorized to do business, provide coverage, and honor claims in the state of Florida. Provider's certificate of insurance is attached as Exhibit B.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers with an A.M. Best rating of not less than A-VII. Regardless of this requirement, the Authority in no way warrants that the required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency.

The acceptance by the Authority of any certificate of insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by the Authority that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance comply with the requirements of this Agreement.

All of Provider's insurance coverages will be primary and noncontributory to any insurance or self-insurance program carried by the Authority and applicable to work under this Agreement and will include a waiver of subrogation in favor of the Authority.

No work will commence, or any services or products be provided, under this Agreement unless and until the required certificates of insurance are received and approved by the Authority.

#### **15.1 OTHER INSURANCE REQUIREMENTS**

Subcontractor's Requirement - The Provider must ensure that its agents, representatives, and subcontractors comply with the insurance requirements set forth herein. All liability insurance policies obtained to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, will name Authority as an additional insured and will contain the severability of interest provisions. By signing this Agreement, Provider further agrees to waive its right to subrogation against the Authority.

#### **16.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS**

Provider may not assign or transfer any of its rights, benefits or obligations under the Agreement without prior written approval of the Authority. Provider will have the right, subject to the Authority's prior written approval, to employ other persons and/or companies to serve as subcontractors to Provider for Provider's performance of services and work under this Agreement.

#### **17.0 PROVIDER AN INDEPENDENT CONTRACTOR**

Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement will be interpreted to establish any relationship other than that of an independent contractor between the Authority and Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nothing in this Agreement may be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

## **18.0 F.A.A. NON-DISCRIMINATION CLAUSE**

Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it will not discriminate on the basis of race, color, national origin, sex, disability or other protected factor in the performance of this Agreement. Provider will carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Provider's failure to carry out these requirements is a material breach of this contract, which may result in the termination of this Agreement or such other remedy as the Authority deems appropriate.

## **19.0 NOTICE REGARDING PUBLIC ENTITY CRIMES**

In accordance with section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, 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 s. 287.017 for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

## **20.0 OWNERSHIP AND TRANSFER OF DOCUMENTS**

All documents, including but not limited to reports and other records and data relating to the services specifically prepared or developed by Provider under this Agreement, will be the property of Provider, until Provider has been paid for performing the services and work required to produce such documents.

Upon completion, suspension, or termination of this Agreement, all of the above documents, to the extent requested by the Authority, will be delivered to the Authority within thirty (30) calendar days.

Provider, at its expense, may make and retain copies of all documents delivered to the Authority for reference and internal use. Any subsequent use of the documents and materials listed above will be subject to the Authority's prior review and approval.

## **21.0 MAINTENANCE OF RECORDS**

Provider will keep and maintain adequate records and supporting documentation concerning the procurement and applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. All records and documentation will be retained by Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their authorized agents will, with reasonable prior notice, 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 set forth in the paragraph above; provided, however, such activity will be conducted only during Provider's normal business hours.

## **22.0 NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement or the incorporated documents will create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

## **23.0 GOVERNING LAW**

This Agreement will be interpreted, construed and governed by the laws of the state of Florida. Exclusive venue for any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement will be in the Circuit Court of Lee County, Florida. The prevailing party in any such suit or action will be entitled to recover its reasonable attorneys' fees and court costs, including any appeals.

## **24.0 PROHIBITED INTERESTS**

No member, officer or employee of the Authority or of the locality during his or her tenure or for one (1) year thereafter will have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **25.0 LOBBYING CERTIFICATION**

The Authority agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Authority, to any person for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Authority to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Authority will require that the language of this section be included in the award document and any award document for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

## **26.0 COVENANTS AGAINST DISCRIMINATION**

**26.1 DBE POLICY.** It is the policy of the U.S. Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBEs") as defined in 49 CFR Part 23 and Part 26 will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, Provider will take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that all DBEs have the maximum opportunity to compete for and perform contracts.

**26.2 PROMPT PAYMENT REQUIREMENTS.** Authority has adopted a DBE Program in compliance with 49 CFR Part 26, and the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each sub-consultant within thirty (30) days after the sub-consultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for

good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE sub consultants.

**26.3 INCORPORATION OF PROVISIONS.** Provider will include the provisions of paragraphs 26.1 and 26.2 in every subcontract, unless exempt by the above-stated federal regulations or federal directives. Provider will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

#### **27.0 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 Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Provider must assure that no person in the United States will 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.

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

#### **28.0 GENERAL CIVIL RIGHTS CLAUSE**

Provider agrees to comply with pertinent federal and state statutes, regulations, executive orders and such rules as are promulgated to ensure that no person will be excluded from participating in any activity conducted with or benefiting from federal assistance on the grounds of race, creed, color, national origin, sex, age, disability or any other protected category.

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

#### **29.0 E-VERIFY REGISTRATION**

Provider certifies that it has registered and is using the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program and is eligible to enter this Agreement. Provider further agrees to provide the Authority with proof of such registration within thirty (30) days of the date of this Agreement.

Provider agrees to use the E-Verify Program to confirm employment eligibility of:

29.1 All persons employed by Provider during the term of this Agreement.

29.2 All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services or supplies under the Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services or supplies under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify program for employment verification to verify the employment eligibility of all persons employed by the contractor or subcontractor during the term

of this Agreement.

Provider agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its contractors and subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Article is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

### **30.0 HEADINGS**

The headings of the Articles in this Agreement are for the purpose of convenience only and will not be deemed to expand, limit or change the provisions contained in such Articles.

### **31.0 ENTIRE AGREEMENT**

This Agreement, including the referenced bid documents, constitutes the entire Agreement between the Parties and will supersede all prior agreements or understandings, written or oral, relating to the matters contained in the Agreement and incorporated bid documents.

### **32.0 NOTICES AND ADDRESS**

32.1 All notices required and/or made pursuant to this Agreement to be given by either party to the other will be in writing and will be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

For the Authority:

LEE COUNTY PORT AUTHORITY  
11000 Terminal Access Road, Suite 8671  
Fort Myers, FL 33913  
Attention: Airport Executive Director

For Provider:

COMPANY NAME  
Address  
City, State, ZIP

32.2 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.

### **33.0 TERMINATION**

For Convenience. This Agreement may be terminated by the Authority at its convenience, or for cause, by giving thirty (30) calendar days written notice to Provider.

### **34.0 TERMINATION UNDER SECTION 287.135, F.S.**

Notwithstanding any provision of this Agreement to the contrary, Authority will have the option to immediately terminate this Agreement, in the exercise of its sole discretion, if Provider is found to have submitted a false certification under section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies with Activities in Sudan List; Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is engaged in business operations in Cuba or Syria; or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

### **35.0 TERMINATION FOR FAILURE TO MAINTAIN INSURANCE**

If Provider does not maintain the insurance coverages required by this Agreement at any

time, Authority may terminate the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for coverages purchased. Authority will be under no obligation to purchase insurance, nor will it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase insurance coverages will in no way be construed to be a waiver of its rights under this Agreement.

### **36.0 WAIVER OF BREACH**

Waiver by either party of a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this Agreement.

### **37.0 SECURING AGREEMENT DISCLOSURE**

Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bona fide employee of Provider.

### **38.0 AMENDMENTS OR MODIFICATIONS**

The terms of this Agreement may be amended in writing, by the mutual agreement of the Parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by the Parties.

### **39.0 ACCEPTANCE**

Acceptance of this Agreement will be indicated by the signature of the duly authorized representative of each party in the space provided. Any affixed electronic signature of the authorized signatory is the act of and attributed to the authorized signatory. Electronic signature must be of sufficient quality to be legible electronically or when printed in hardcopy.

The undersigned representative of Provider warrants and certifies to Authority that Provider is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Agreement by his or her signature affixed below.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first written above.

PROVIDER

BOARD OF PORT COMMISSIONERS  
LEE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Chair or Vice Chair

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ATTEST: Kevin Karnes  
Lee County Clerk of Court

Approved as to form for the reliance of  
Lee County Port Authority only:

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

By: \_\_\_\_\_  
Port Authority Attorney's Office

**EXHIBIT A**  
**COMPENSATION SCHEDULE**

DRAFT

**EXHIBIT B**  
**CERTIFICATE OF INSURANCE**

DRAFT