

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of February, 2025 by and between the CITY OF LAKELAND, a municipal corporation of the State of Florida (hereinafter referred to as "LAKELAND") and ROBINSON AVIATION (RVA), Inc., a Virginia corporation (hereinafter referred to as "RVA"), for the furnishing of certain air traffic control services at the Lakeland Linder International Airport located in Lakeland, Florida (hereinafter referred to as the "Project").

LAKELAND and RVA mutually agree as follows:

I. SCOPE OF SERVICES

RVA currently provides services to the Federal Aviation Administration (FAA) under the FAA Contract Tower (FCT) Program at Lakeland Linder International Airport from the hours of 0600 to 2400, daily. LAKELAND desires that services be provided 24 hours daily. As a result, LAKELAND has agreed that RVA shall provide all necessary professional and related services for the Project to accomplish the service as set forth in this Agreement.

II. DESCRIPTION OF SERVICES AND PERFORMANCE OF WORK

The services which RVA shall provide LAKELAND shall include the following:

- A. RVA shall provide air traffic control services and operate the ATCT from 0000 to 0600 effective March 1, 2025 and continuing for the period defined in Paragraph IV. TERM below and each subsequent contract year thereafter in accordance with the hours of operation and in accordance with policies and regulations of the FAA applicable to operation of non-Federal air traffic control towers.

III. COMPENSATION

LAKELAND agrees to pay RVA the following:

- A. For air traffic control services, payment shall be made on a monthly basis at the rate of \$24,383.00 per month.

RVA shall provide invoices based upon services provided for the prior month.

- a. Payment of compensation specified shall be made within forty-five days ("Net 45") from date invoice is received by LAKELAND in accordance with Florida Statute 5218.74 et. seq., the Local Government Prompt Payment Act. If there are disputed items or amounts or both on any invoice, LAKELAND will present these items to RVA for resolution within ten (10) days of receipt of invoice. Those items that are undisputed will be identified on the invoice and payment will be made for the undisputed amount. All billing shall be to Lakeland Linder International Airport, 3900 Don Emerson Drive Suite 210, Lakeland, Florida 33801.
- b. All payments shall be made to Robinson Aviation (RVA), Inc., 1601 Northwest Expressway, Suite 850, Oklahoma City, OK 73118.
- c. A Collective Bargaining Agreement (CBA) is in place and covers the employees at this facility. Currently, employees are eligible for a negotiated raise and benefit

adjustment effective July 1st of each year. As a result, any increase in rates will be passed on to LAKELAND along with the applicable overhead, general and administrative, and profit fees.

- d. LAKELAND shall pay aviation operations liability insurance premium for this site in an amount to be determined upon annual renewal of the aviation operations liability insurance premium currently scheduled to renew effective 10/1/2025. Aviation operations liability insurance currently renews annually each year on October 1 and runs for a period of twelve months. No adjustment will be made if services are not continued for the full period of performance. Notwithstanding the payment terms defined in Paragraph III.A.a above, the terms of the payment for insurance defined in this paragraph shall be made immediately upon receipt of invoice from RVA.

IV. TERM

- A. Subject to any right of early termination set forth in this Agreement, this Agreement shall be for a term of eleven (11) months, commencing on March 1, 2025 and terminating on January 31, 2026.
- B. Upon mutual written agreement of both parties, this Agreement may be extended for six (6) additional, one (1) year periods, with adjustments to compensation due to either a) adjustments to employee compensation pursuant to the CBA or b) adjustments to the aviation operations liability insurance premium.

V. CHANGES

LAKELAND may, at any time, make changes by written change order in the Scope of Services. Any such increases/decreases must be agreed to in writing by RVA and shall be subject to reimbursement based upon the provisions of Paragraph III herewith. If, in the opinion of RVA, increases in staffing are necessary, RVA shall make such request to LAKELAND in writing.

VI. RESPONSIBILITIES OF LAKELAND

- A. LAKELAND shall designate a Project Manager to coordinate and review the work of RVA. Project Manager for LAKELAND is: Kris Hallstrand, Airport Director. RVA is expected to work closely with the Project Manager throughout the duration of this Agreement.
- B. LAKELAND will upon request, furnish without charge such data as it may have in its possession, or may later obtain, that are necessary to complete the service under this Agreement.
- C. LAKELAND shall examine documents submitted by RVA, render decisions, and advise RVA promptly to avoid any unreasonable delay in the progress of RVA's work.

VII. RESPONSIBILITIES OF RVA

- A. Conduct of Work. Except as otherwise provided herein, RVA will, with due diligence, furnish all necessary qualified personnel, material, and equipment, managing and directing same to complete the services described in this Agreement.
- B. All personnel employed by RVA and any consultants engaged in the service shall be qualified and shall be authorized under State and local law and applicable FAA regulations and policies to perform the services described in this Agreement, including without limitation, provision of air traffic control services.
- C. RVA has designated Stephen Smith as Project Manager for the Project. Any change in this designation will be provided promptly, in writing, to LAKELAND.
- D. RVA shall repair and maintain any equipment provided by RVA.

VIII. SUBCONTRACTS

Unless provided for in this Agreement, no contract shall be made by RVA with any other party for furnishing any of the work or services herein contracted for without the written consent and approval of LAKELAND. Any subcontract entered into by RVA subsequent to the execution of this Agreement must be formally approved by LAKELAND before it is reimbursable hereunder. To the extent of the work to be performed by a subcontractor, RVA shall require Subcontractor to be bound by the terms of this Agreement and to assume all obligations and responsibilities which RVA, by this Agreement, assumes toward LAKELAND.

IX. CONFIDENTIALITY

LAKELAND shall continue to maintain the confidentiality of all provisions in RVA's proposal that are marked as confidential throughout the term of this Agreement and any extensions thereto. Nothing herein shall be construed to prohibit disclosure required by state, federal, or Freedom of Information law.

Public Records:

IF RVA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RVA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

In accordance with Florida Statute S 1 19.0701, RVA shall keep and maintain public records required by Lakeland in performance of services pursuant to the contract. Upon request from Lakeland's

custodian of public records, RVA shall provide Lakeland 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 pursuant to Florida Statute Chapter 119 or as otherwise provided by law. RVA shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if RVA does not transfer the records to Lakeland. RVA shall, upon completion of the contract, transfer, at no cost, to Lakeland all public records in possession of RVA or keep and maintain public records required by Lakeland to perform services pursuant to the contract. If RVA transfers all public records to Lakeland upon completion of the contract, RVA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If RVA keeps and maintains public records upon completion of the contract, RVA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Lakeland, upon request from Lakeland's custodian of public records, in a format that is compatible with the information technology systems of Lakeland.

X. TERMINATION OF CONTRACT AND OTHER REMEDIES

- A. Either party may terminate the Agreement as to all or any portion of the service remaining to be performed upon forty-five (45) days written notice to the other party. In such case, RVA shall be paid for all service performed and for reasonable expenses properly incurred in connection with the termination.

Title to all service performed at the time of termination shall be transferred to LAKELAND upon payment therefore.

- B. Any decision by either party to pursue any remedy provided for herein shall not be construed to bar it from the pursuit of any other remedy provided for by law or equity in the case of similar, different or subsequent breaches of this Agreement.

XI. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

RVA covenants and agrees that in all matters pertaining to the performance or carrying out of service under this Agreement, RVA shall at all times conduct business in a manner which assures fair, equal, and non-discriminatory treatment of all persons without respect to race, color, religion, sex, national origin, age, handicap or veteran status and, in particular:

RVA shall strictly comply with all requirements of applicable Federal, State or local laws or regulations issued pursuant thereto relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all patrons or customers without discrimination.

XII. INDEPENDENT CAPACITY OF RVA

The parties declare that RVA, and any agents and employees of RVA, in the performance of this Agreement, are acting as independent contractors and not in any manner as officers or employees or agents of LAKELAND insofar as this Agreement applies. Payment of any income, payroll or similar taxes due under federal, state or local law for RVA or its employees shall be the sole responsibility of RVA.

XIII. ASSIGNABILITY

Neither LAKELAND nor RVA shall assign or transfer any interest in this Agreement without the prior written consent of the other.

XIV. INTEREST OF RVA

RVA covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. RVA further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

XV. COMPLIANCE WITH APPLICABLE LAWS

RVA agrees to conduct and execute the Project in compliance with all applicable local, State or Federal laws and regulations.

XVI. GOVERNING LAW

This Agreement shall be governed by the Laws of the State of Florida. The parties consent to jurisdiction and venue of the courts of Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division in connection with any action or proceeding arising out of or relating to this Agreement.

XVII. INDEMNITY

- A. RVA shall defend, indemnify, and hold harmless LAKELAND from all liability, claims, damages, losses and expenses, whether direct, indirect, consequential (including, but not limited to, reasonable attorneys' and RVAs' fees and other expenses of litigation or arbitration) arising out of the performance of this Agreement which is caused by the negligence of RVA; PROVIDED, however, that this paragraph shall not be construed so as to require RVA to defend, indemnify or hold harmless LAKELAND from such claims, damages, losses, or expenses caused by or resulting from the negligence of LAKELAND; To the extent permitted by law and subject to the monetary limitations set forth in Florida Statute 5768.28, LAKELAND shall defend, indemnify, and hold harmless RVA from all liability, claims, damages, losses and expenses, whether direct, indirect, consequential (including, but not limited to, reasonable attorneys' and LAKELANDS' fees and other expenses of litigation or arbitration) arising out of the performance of this Agreement which is caused by the negligence of LAKELAND.
- B. RVA further agrees to protect, defend, indemnify and hold harmless LAKELAND from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act or any other employee benefits act arising out of injuries sustained by any employees of RVA.
- C. For purposes of this paragraph only, the term "LAKELAND" shall mean and include LAKELAND and its commissioners, other officers, employees, and agents, and the term "RVA" shall mean and include RVA, its officers, employees, consultants or subcontractors, and agents.

XVIII. INSURANCE

- A. Prior to commencement of services under this Agreement, RVA shall procure and maintain in force for the life of this Agreement, the insurance coverages required below. Insurance shall be procured and maintained in the following form and limits:
- a. Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. All subcontractors shall be required to maintain Worker's Compensation.
 - b. Aviation Operations Insurance. RVA shall maintain aviation operations insurance coverage. This insurance will provide at least \$10,00,000 coverage per occurrence with no aggregate limit.
- B. Documentation of insurance coverage shall be provided to LAKELAND as follows:
- a. Provide a Certificate of Insurance showing all coverage's and limits have been provided as specified;
 - b. Identify LAKELAND as a Certificate Holder and an Additional Insured on the Certificate of Insurance as appropriate;
 - c. Required insurance shall be documented in Certificates of Insurance and shall be notified at least thirty (30) days in advance of cancellation, nonrenewable, or adverse change. New Certificates of Insurance are to be provided to Lakeland at least fifteen (15) days prior to coverage renewals.

XIX. NOTICES:

All notices, Communications, and reports under this Agreement must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing by the other party:

LAKELAND:

Kris Hallstrand
Airport Director
City of Lakeland
Lakeland Linder International Airport
3900 Don Emerson Drive, Suite 210
Lakeland, FL 33801
Telephone: 863-834-3298; Fax: 863-834-3274

RVA:

Keren Williams McLendon
President/CEO
Robinson Aviation (RVA), Inc.

1601 NW Expressway, Suite 850
Oklahoma City, OK 73118
Facsimile: 405-840-3772
Email: Keren.McLendon@rvainc.com

XX. ENTIRE AGREEMENT:

This Agreement sets forth in full the entire Agreement of the parties in relation to the subject matter hereof and any other agreement, representation, or understanding, verbal or otherwise, relating to the professional services of RVA, or otherwise dealing in any manner with the subject matter of this

Agreement is hereby deemed to be null and void and of no force and effect whatsoever. This Agreement may be waived, changed, modified or amended only by written amendment executed by both of the parties hereto.

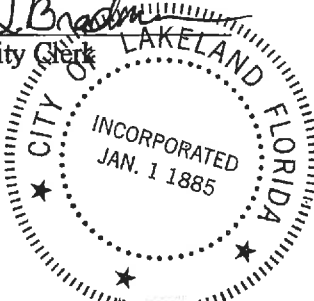
In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Professional Services Agreement to be executed as of the dates listed below.

ATTEST:

CITY OF LAKELAND, FLORIDA,
a municipal corporation

BY: [Signature]
for Kelly S. Koos, City Clerk
2-19-25



BY: [Signature]
H. William Mutz, Mayor

Date: 2/18/2025

(Seal)

APPROVED AS TO FORM AND CORRECTNESS

BY: [Signature]
Palmer C. Davis, City Attorney

ROBINSON AVIATION (RVA), INC.

By: [Signature]
Keren Williams McLendon, CEO

Date: 2/13/2025

Signed in the presence of:

[Signature] 2/13/2025
Witness for Robinson Aviation (RVA), INC.

Printed Name: Warren House