

FIRST AMENDMENT AND RENEWAL

THIS FIRST AMENDMENT AND RENEWAL TO THE PROFESSIONAL SERVICES AGREEMENT is made and entered into this 30th day of January 2026, by and between the **CITY OF LAKELAND**, a Florida municipal corporation (hereinafter referred to as the "Lakeland"), whose address is 228 S. Massachusetts Avenue, Lakeland, Florida 33801 and **ROBINSON AVIATION, INC.**, (hereinafter referred to as "RVA"), whose mailing address is 1601 NW Expressway, Suite 850, Oklahoma City, Oklahoma 73118, which collectively shall be referred to as "Parties".

WHEREAS, Lakeland and RVA entered into a Professional Services Agreement ("Agreement") for air traffic control services at Lakeland Linder International Airport on February 17, 2025; and

WHEREAS, the Parties now seek to exercise their option to renew the Agreement for one (1) additional twelve (12) month period; and

WHEREAS, the Parties also seek to modify the insurance coverage requirements and compensation set forth in the Agreement.

NOW THEREFORE, the Parties hereto do mutually agree that the Agreement dated February 17, 2025, shall be amended to read as follows:

1. Pursuant to Section IV. TERM, B. the Parties agree to exercise the first one (1) year extension of the Agreement for services, which shall be effective February 1, 2026.
2. Section III. COMPENSATION, A. of the agreement shall be deleted in its entirety and replaced with the following:

A. For air traffic control services, payment shall be made on a monthly basis at the rate of Twenty-Seven Thousand Eight Hundred Seventy-One Dollars and 00/100

(\$27,871.00) per month. RVA shall provide invoices based upon services provided for the prior month.

3. Section III. COMPENSATION, A. d.

A. LAKELAND shall pay aviation operations liability insurance premium for this site in the amount of Fifty Thousand Six Hundred Dollars and 00/100 (\$50,600.00) for the TERM defined in Section IV, TERM. Aviation operations liability insurance currently renews annually each year on February 1st 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 Section III A. a., the terms of the payment for insurance defined in this paragraph shall be made immediately upon receipt of invoice from RVA.

4. Section XVIII. INSURANCE, A. of the Agreement shall be deleted in its entirety and replaced with the following:

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 in Exhibit "A", which is attached hereto.

5. Except as otherwise modified herein all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment and
Renewal to the Professional Services Agreement to be executed and their respective seals
to be hereunto affixed, the day and year first above written.

ATTEST:

CITY OF LAKELAND, FLORIDA
a municipal corporation

BY: Kelly S. Koos
City Clerk 2/17/26

BY: Kris Hallstrand
Airport Director

(Seal)

APPROVED AS TO FORM AND CORRECTNESS:

BY: Palmer C. Davis
City Attorney

Signed in the presence of:

ROBINSON AVIATION, INC.

Janet L. Bue 1/30/26
Witness

Warren C. House 1/30/2026
(Signature)

Printed Name: Warren House Contracts Manager

Exhibit A

INSURANCE AND SAFETY REQUIREMENTS Air Traffic Control Services

STATEMENT OF PURPOSE

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance terms to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

CITY DEFINED

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland as additional insured. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."

INSURANCE – BASIC COVERAGES REQUIRED (cont'd)

Except for worker's compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Aviation Operations Liability to Include Commercial General Liability: This policy shall include no exclusions for Air Traffic Control operations. This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and **"Products and Completed Operations" coverage**.

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

The liability limits shall not be less than:

**Bodily Injury and
Property Damage**

**\$20,000,000
Single limit each occurrence**

Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

**Bodily Injury and
Property Damage**

**\$1,000,000
Single limit each occurrence**

Workers' Compensation Including Employer's Liability Insurance: 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 States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statute 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

The liability limits shall not be less than: \$1,000,000

ADDITIONAL INSURANCE

Additional Insurance: The City requires the following types of insurance.

Cyber & Privacy Protection Liability: This insurance shall be a "claims made" type policy written in comprehensive form and shall protect the Other Party and the additional insured against claims arising from anyone's acts errors or omissions including but not limited to outsourcers or vendors and any electronic or non-electronic security events whatsoever for:

- a. **your** actual or alleged breach of any confidence, or violation or infringement of any rights to privacy or other legal protections for personal information, including but not limited to breach of a person's right of publicity, false light, intrusion upon a person's seclusion, public disclosure of a person's private information, or misappropriation of a person's picture or name for commercial gain;
- b. **your** breach of duty to:
 - i. protect the security and confidentiality of customer records and information;
 - ii. protect against any anticipated threats or hazards to the security or integrity of such records;
 - iii. protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer;
 - iv. protect any personally identifiable information, or other private or confidential information;

under any statute including but not limited to HIPAA and GLB acts, or under any contract, including but not limited to **your** privacy statement;

The retroactive date of this "claims made" policy must be earlier than or equal to the start date of this contract. The Other Party is required to continue to purchase this coverage for a minimum of three years beyond the completion of this project.

The liability limits shall not be less than \$5,000,000 per occurrence

Aviation Professional Services/Professional Liability/Malpractice/Errors or Omissions Insurance: The Other Party shall carry professional malpractice insurance throughout the term of this Contract and shall maintain such coverage for an extended period of three (3) years after completion and acceptance of any work performed hereunder. At all times throughout the period of required coverage, said coverage shall insure all claims accruing from the first date of the Contract through the expiration date of the last policy period. In the event that Other Party shall fail to secure and maintain such coverage, Other Party shall be deemed the insurer of such professional malpractice and shall be responsible for all damages suffered by the City as a result thereof, including attorney's fees and costs.

The liability limits shall not be less than: \$5,000,000

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.