C O N T R A C T
BETWEEN
JACKSONVILLE AVIATION AUTHORITY
AND
I-TECH RESOURCES, INC.

THIS CONTRACT, is executed this 21st day of March, 2022, by and between JACKSONVILLE AVIATION AUTHORITY, a Florida public body politic and corporate whose address is 14201 Pecan Park Road, Jacksonville, Florida 32218 (JAA or AUTHORITY), and I-TECH RESOURCES, INC. (HEREINAFTER CALLED THE "CONTRACTOR"), a corporation authorized to do business with the state of Florida, with its principal office located at 5627 Atlantic Boulevard, Ste. 1 Jacksonville, Florida 32207.

WITNESSETH

That for the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. JAA issued a Request for Proposal (RFP) No. 21-31-26101 in order to procure a firm licensed, qualified and interested in providing Temporary Staffing Services.
2. Contractor submitted its bid to JAA representing that it is capable of providing the necessary services as required by the RFP.
3. In reliance upon Contractor's representations, JAA selected Contractor as the most qualified to provide the requested service.
4. JAA hereby engages Contractor to perform the services as set forth in the Scope of Services. The services shall be done strictly in accordance with this Contract, the RFP, and all addendums to the RFP (incorporated by reference) and Company's proposal (incorporated by reference), (collectively, the "Contract Documents"), and, with respect to non-discriminatory laws, statutes and authorities, the Parties incorporate the attached **Appendix "A."** All of the

documents referenced herein are hereby specifically made a part hereof to the same extent as if fully set forth herein.

5. The term of this Contract shall commence on March 21, 2022, and terminate on March 20, 2026, at the sole discretion of JAA and based on vendor performance, annual approved budgeted funds and adherence to all terms and conditions of the Contract Documents. The parties hereto have agreed to contract amount(s) as follows:

Position Category	**Mark-Up Percentage* Initial Contract (Years 1 -3)**	**Mark-Up Percentage* Renewal Year No. 1**	**Mark-Up Percentage* Renewal Year No. 2**
Administrative	40%	42.5%	45%
Information Technology	50%	52.5%	55%
Finance and Accounting	50%	52.5%	55%
****Skilled Craft - Facilities Maintenance (Field and Building) and Custodial Positions** **Requires $5,000,000.00 business automobile liability limit	55%	57.5%	60%

***Mark-up percentage includes labor, supervision, insurance, administrative and all costs required to recruit and staff position.**

6. Contractor shall be compensated as set forth in the Contract Documents, which have been incorporated into and made a part of this Contract.

7. Contractor acknowledges that JAA is a body politic and corporate existing under Chapter 2001-319 (Sp. Acts June 5, 2001) Laws of Florida and, as a public or government agency, contracts JAA awards pursuant to a competitive solicitation may be considered for utilization or piggy-backing by other public or government agencies. During the initial duration and any renewals of this contract, Contractor is willing to allow other public or government agencies

to purchase additional services and/or supplies at the same terms and conditions bid and/or resulting from the competitive solicitation referenced herein. JAA makes no warranties regarding any services and/or supplies utilized or piggy-backed hereunder, liability for which shall be the sole responsibility of Contractor, against which liability Contractor will indemnify, save, hold harmless, and defend JAA.

8. Nothing in this Contract shall be construed as making Contractor an employee, servant or agent of JAA. Contractor shall pursue the Scope of Services under this Contract as an independent contractor, and shall be solely responsible for the method, manner and means to be utilized in performing the Scope of Service, including but not limited to the supervision and compensation of its own personnel.
9. This Contract may be terminated for convenience by the Authority whenever the Authority determines that such termination is in the best interest of the Authority. Such termination will be affected by a thirty (30) day written notice to the Contractor stating the date upon which the termination shall become effective.
10. Unsatisfactory performance by the Contractor may result in immediate cancellation of this Contract.
11. Termination of this Contract in accordance with its agreed termination provisions will not give rise to any claims of improper termination, termination in bad faith, or the like or to the payment of any compensation, recoupment of expenditures made by Contractor pursuant to this Agreement, or the like predicted in such termination. This Contract is always subject to availability of budgeted funds.
12. The Authority may give the Contractor written notice that there is a material breach of the contract or a written notice to discontinue some or all services under the Contract in the event

that:

a) The Contractor assigns or subcontracts the Scope of Services without prior written permission;

b) Any petition is filed, or any proceeding is commenced by or against the Contractor for relief under any bankruptcy or insolvency laws;

c) A receiver is appointed for the Contractor's properties or the Contractor commits any act of insolvency (however evidenced);

d) The Contractor makes an assignment for the benefit of creditors;

e) The Contractor suspends the operation of a substantial portion of its business;

f) The Contractor suspends the whole or any part of the Scope of Services to the extent that it impacts the Contractor's ability to meet the Scope of Services schedule, or the Contractor abandons the whole or any part of the Scope of Services;

g) The Contractor, at any time, violates any of the conditions or provisions of the Contract Documents, or fails to perform as specified in the Contract Documents, or is not complying with the Contract Documents;

h) The Contractor attempts to willfully impose upon the Authority items or workmanship that are in the Authority's sole opinion, defective or of unacceptable quality;

i) The Contractor breaches any of the representations or warranties;

j) The Contractor is determined, in the Authority's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to the Authority;

k) There is any material change in the financial or business condition of the Contractor.

13. Neither party will be liable for failure or delay performing obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable

control of either party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of force majeure must be given to the other party no later than 10 business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. JAA may elect to terminate or suspend the Agreement or consider all delivery dates under this Agreement affected by force majeure tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist, subject to the availability of funds.

14. This Contract constitutes the entire agreement between the parties hereto for the Scope of Services to be performed and furnished by the Contractor hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

15. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS, CONTACT JAA'S CUSTODIAN OF PUBLIC RECORDS:**

    Alissa Bowles, Revenue Compliance Specialist

14201 Pecan Park Road
Jacksonville, Florida 32218
904.741.3672

16. Any notice required to be served under this Contract shall be sent by certified mail, return receipt requested to the following:

For the Authority:	Jacksonville Aviation Authority 14201 Pecan Park Road Jacksonville, Florida 32218 Attn: Devin Reed, Chief Compliance Officer
For the Contractor:	I-Tech Resources, Inc. 5627 Atlantic Boulevard, Ste. 1 Jacksonville, Florida 32207 Attn: Eric Nguyen, President

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SIGNATURE LINES FOLLOW

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, in duplicate, the day and year first above written.

Attest:

Signed by:Monica Frazier
Signed at:2022-03-25 16:22:11 +00:00
Reason:Witnessing Monica Frazier

Monica M. Frazier

Monica M. Frazier
Contract Administrator

JACKSONVILLE AVIATION AUTHORITY

Signed by:Mark VanLoh
Signed at:2022-03-25 15:32:01 +00:00
Reason:Witnessing Mark VanLoh

Mark D. VanLoh

Mark VanLoh, CEO, or
His Designee

(Designee's Name and Title, if applicable)

Attest:

Signed by:Beverly Bertrand
Signed at:2022-03-25 14:53:37 +00:00
Reason:Witnessing Beverly Bertrand

Beverly Bertrand

Beverly Bertrand
Vice President

I-TECH RESOURCES, INC.

Signed by:Eric Nguyen
Signed at:2022-03-25 14:48:29 +00:00
Reason:Witnessing Eric Nguyen

Eric Nguyen
President

Approved as to form for the
Use of the Jacksonville Aviation Authority.

Signed by:Devin Reed
Signed at:2022-03-25 15:29:20 +00:00
Reason:Witnessing Devin Reed

Devin Reed

Devin Reed, Chief Compliance Officer

APPENDIX A

REQUIRED TITLE VI PROVISIONS FOR CONTRACTORS:

1. **Civil Rights – 49 USC § 47123**: Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure 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 Contractor and sub tier contractors from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2. **Nondiscrimination**: During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, the Contractor, for itself, subcontractors, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree not to participate directly or indirectly in discriminatory activity or any kind and that no person on the ground of race, color, or national origin, will be subjected to discrimination in the execution of this Agreement, including employment practices (see Appendix B of 49 CFR Part 21). With respect to the Agreement, in the event of breach of the above nondiscrimination covenant, the Authority will have the right to terminate the Agreement and to pursue should remedies against Contractor as may be permitted by applicable law.

3. **Title VI and Related Law Compliance:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, Contractor, for itself, subcontractors, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended from time to time, including but not limited to:

   a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
   b) 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);
   c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
   d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
   e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
   f) 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);
   g) 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);
   h) 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
   i) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination 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;

k) 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); and

l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. **Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.:** All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the above-referenced statute and regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work required under this Agreement, to be performed under a subcontract, which also includes procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, creed, color, national origin, sex, age, or disability. Contractor will incorporate this Agreement (the Prime Contract) into its subcontract agreements, such that its subcontractors are obligated to Contractor to the same extent Contractor is obligated to JAA under the Prime Contract. However, nothing contained in the Prime Contract creates any contractual relationship between Subcontractor and JAA. Contractor's subcontract agreements shall require its subcontractors to generally agree to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended, as well as those non-discrimination statutes and authorities listed in Paragraph 3, above. For purposes of compliance with this section, Contractor shall furnish documented proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with the above.

6. **Occupational Safety and Health Act of 1970 – 20 CFR Part 1910:** All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its sub-Contractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

7. **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 JAA 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 JAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

8. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, JAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) Withholding payments to the Contractor under the contract until the Contractor complies; and/or (ii) Cancelling, terminating, or suspending a contract, in whole or in part.

9. **Incorporation of Provisions:** The Contractor will: (i) include the above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto; and (ii) take action with respect to any subcontract or procurement as JAA 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 JAA to enter into any litigation to protect the interests of JAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

10. **Veteran's Preference:** In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

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