

22nd Century Technologies, Inc.
Contract 2025-0206
Temporary Staffing Services

CONTRACT 2025-0206

Project: **Temporary Staffing Services**
Contractor: **22nd Century Technologies, Inc.**
Owner: **Melbourne Airport Authority**

THIS AGREEMENT, effective May 1, 2025, by and between the Melbourne Airport Authority, with its office located at One Air Terminal Parkway, Suite 220, Melbourne, Florida 32901, hereinafter referred to as "Owner" or "Authority", and 22nd Century Technologies, Inc., with local office of 3270 Suntree Blvd. #159, Melbourne, Florida 32940, and headquartered at 8251 Greensboro Drive, Suite 900, McLean, VA 22102, hereinafter referred to as "Contractor", duly authorized to do business in the State of Florida.

1. **Scope of Services:** Contractor shall perform all services, and comply in all respects, as described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following, together with any amendments that may be agreed to in writing by both parties:

Contract Agreement	Comprehensive General Liability Insurance
Exhibit A-Request for Proposal, Addenda	Automobile Liability Insurance
Exhibit B-Contractor's Proposal	Umbrella Liability Insurance
Fire Insurance (if/as applicable)	Workers' Compensation

2. **Term:** All work and products described in the Scope of Services shall be completed within the agreed upon term. The Term of this contract consists of a two (2) year base period and three (3), one (1) year option periods which may be modified by mutual written agreement of the parties.

- Base Period: May 1, 2025 – April 30, 2027
- Option Period 1: May 1, 2027-April 30, 2028
- Option Period 2: May 1, 2028-April 30, 2029
- Option Period 3: May 1, 2029-April 30, 2030

3. **Indemnification and Insurance:** Contractor shall indemnify and save and hold harmless Authority from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Contractor, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Authority or its employees.

3.1 **Comprehensive General Liability:** Two Million Dollars (\$2,000,000) combined single limit per occurrence including, but not limited to, broad form property damage, personal injury, contractual, independent contractors, underground explosion and collapse hazard, and premises/operations.

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3.1.1 The policy must provide coverage for bodily injury, property damage, liability arising from premises and operations, independent contractors, products-completed operations, liability assumed under an insured contract (including tort liability of another assumed in an agreement) and hangar-keepers liability. The Contractor shall require its vendors, vendees, contractors, and subcontractors, to maintain a similar commercial general liability insurance policy with the same coverages for bodily injury and property damage, and that names the Authority as an additional insured. The Comprehensive General Liability shall name the Authority as additional insureds.

3.2 **Automobile Liability:** Two Million Dollars (\$2,000,000) combined single limit per accident for any auto, hired autos, and non-owned autos for bodily injury and property damage.

3.3 **Workers' Compensation and Employers' Liability:** Workers' Compensation and Employers' Liability insurance as required by the statutes of the State of Florida.

- 3.3.1 Employer 's Liability
- 3.3.2 \$ 1,000,000 bodily injury by accident for each person
- 3.3.3 \$ 1,000,000 bodily injury by disease for each person
- 3.3.4 \$ 1,000,000 bodily injury by disease, policy limit

3.4 **Fire Insurance:** The Contractor shall obtain and maintain at all times during the Term of the Agreement a fire insurance policy with coverage in the amount of at least One Million Dollars (\$1,000,000) annually. The fire insurance policy shall name the Authority as an additional insured.

3.5 **Umbrella Liability:** Ten Million Dollars (\$10,000,000) excess policy per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required hereinabove.

3.6 The insurance companies shall have an A.M. Best's rating and financial size of at least A-, and shall be licensed, admitted and authorized to do business in the State of Florida. Any exemption must be approved by the Airport Procurement Manager in allowance and accordance with Florida State Statute.

3.7 The Contractor shall waive all rights of subrogation against Authority, their respective officers, elected or appointed officials, and employees for the recovery of damages to the extent that these damages are covered by any of the insurance policies required by this Agreement.

3.8 Certificates of insurance coverage, additional insured endorsements, waiver of subrogation endorsements and notice of cancellation or termination endorsements must be provided to Authority.

3.9 Required insurance coverage shall be primary insurance and any insurance or self-insurance maintained by the Authority shall be excess of and non-contributory with Contractors

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insurance.

3.10 The Contractor will provide the insurance coverage designated hereinafter and pay all costs associated with the insurance coverage. Any submitted insurance policy, or certificate of insurance will name the Melbourne Airport Authority as a named insured, where appropriate, and such insurance policy or certificate of insurance will be kept and maintained in full force and effect at all times during the term or life of this contract.

3.11 The insurance policy or certificate of insurance must be filed with the Authority prior to commencing work under this contract and no insurer will cancel the policy or policies or certificate of insurance without first giving thirty (30) days written notice thereof to the Contractor and the Authority; however, the contractor may, at any time, substitute a policy or policies or certificate of insurance of a qualified insurance company or companies of equal coverage for the policy or policies or certificate then on file with Authority.

3.12 In case of a breach of any provision of this article, the Authority, at its option, may take out and maintain at the expense of the Contractor, such insurance as the Authority may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this contract.

3.13 Minimum limits of insurance described above will not be deemed a limitation of the Contractor's covenant to indemnify.

4. **Independent Consultant:** In all matters pertaining to this agreement, Contractor shall be acting as an independent Consultant, and neither Contractor, nor any officer, employee or agent of Contractor will be deemed an employee of Authority. The selection and designation of the personnel of the Authority in the performance of this agreement shall be made by the Authority.

5. **Compensation:** For performing the services specified in Section 1 herein, the Authority agrees to pay the Contractor an amount based on the costs included in the Contractor's Proposal (Exhibit A). Change Orders may be issued, subject to Authority or MAA Board (as applicable) approval.

The Contractor shall pay the Authority for the replacement of any Authority-issued badges, equipment, and any/all uniform fees due to loss or failure to return said items within 48 hours following the termination of temporary workers' assignment(s), whether voluntary or involuntary.

6. **Method of Payment:** Contractor will invoice the Authority directly for all current amounts earned under this Agreement. Authority will pay all proper invoices within forty-five days after receipt.

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7. **Notices:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

Melbourne Airport Authority
One Air Terminal Parkway, Suite 220
Melbourne, Florida 32901

22nd Century Technologies, Inc.
8251 Greensboro Drive, Suite 900
McLean, VA 22102

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

8. **Attorney Fees:** Should any litigation commence between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

9. **Time is of the Essence:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

10. **Force Majeure:** Any delays in or failure of performance by Contractor shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Contractor, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Contractor. In the event any event of force majeure as herein defined occurs, Contractor shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

11. **Assignment:** It is expressly agreed and understood by the parties hereto, that Contractor shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Authority.

12. **Discrimination Prohibited:** In performing the Services required herein, the Contractor, sub-recipient, or subcontractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or disability. It is the Contractor's responsibility to ensure that the sub-contractor complies with this section.

Further, if this is a Department of Transportation assisted contract, the Contractor shall carry out

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applicable requirements of 49 C.F.R. Part 26 in the award and administration of the contract. It is the Contractor's responsibility to ensure that all subcontractors comply with these requirements as well. Failure by the Contractor 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 Authority deems appropriate.

13. **Reports and Information**: At such times and in such forms as the Authority may require, the Contractor shall furnish to the Authority such statements, records, reports, data, and information as the Authority may request pertaining to matters covered by this Agreement.

14. **Audits and Inspections**: At any time during normal business hours and as often as the Authority may deem necessary, the Contractor shall make available to the Authority for examination, all Contractor's records with respect to all matters covered by this Agreement. Contractor shall permit the Authority to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. **Publication, Reproduction and Use of Material**: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Authority shall have unrestricted authority to publish, disclose, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

16. **Compliance with Laws**: In performing the scope of services required hereunder, Contractor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

17. **Changes**: The Authority may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between the Authority and Contractor, shall be incorporated in written amendments to this Agreement.

18. **Termination for Cause**: If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Authority shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by Contractor under this Agreement shall, at the option of the Authority, become its property, and Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

Notwithstanding the above, Contractor shall not be relieved of liability to the Authority for

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damages sustained by the Authority by virtue of any breach of this Agreement by Contractor, and the Authority may withhold any payments to Contractor for the purposes of set-off until such time as the exact amount of damages due the Authority from Contractor is determined. This provision shall survive the termination of this agreement and shall not relieve Contractor of its liability to the Authority for damages.

19. **Termination for Convenience**: The Authority or Contractor may terminate this Agreement at any time by giving at least ninety (90) days' notice in writing to the other party. If this Agreement is terminated due to the fault of Contractor, Section 18 hereof relative to termination shall apply.

20. **Contractor to Pay or Secure Taxes**: The Contractor in consideration of securing the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Contractor's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, that the MAA may withhold from any payment due the Contractor hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Contractor is liable.

21. **Severability**: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

22. **Entire Agreement**: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

23. **Non-Appropriation**: Should funding become not available, due to lack of appropriation, the Authority may terminate this agreement upon 30 (thirty) days' notice.

24. **Applicable Law**: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

25. **Renewal**: Reference Section 2-Term.

26. **Approval Required**: This Agreement shall not become effective or binding until approved by the Authority or the Melbourne Airport Authority Board as applicable.

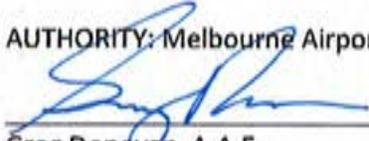
END OF AGREEMENT

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IN WITNESS WHEREOF, the Authority and Contractor have executed this Agreement as of the date first above written.

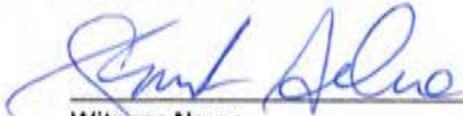
Signed, Sealed Delivered in the presence of:

AUTHORITY: Melbourne Airport Authority



Greg Donovan, A.A.E.
Executive Director of Aviation

5/19/25
Date



Witness Name

5/19/25
Date

Witness Title

CONTRACTOR: 22nd Century Technologies, Inc.



Isha Sharma,
Contracts Manager

05/19/2025
Date



Witness Name

05/19/2025
Date

VP.

Witness Title