

**CITY OF FORT LAUDERDALE
FY 2026 NOT FOR PROFIT SERVICE AGREEMENT**

THIS CITY OF FORT LAUDERDALE FY 2026 NOT FOR PROFIT SERVICE AGREEMENT, ("Agreement"), made and entered this 3rd day of November, 2025, ("Effective Date"), is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose principal place of business is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida, 33301, and Experience Aviation, Inc., a Florida not for profit corporation, ("Participant" or "Contractor"), whose principal address is 14850 NW 44 Court, Ste. 203, Miami, Florida, 33054.

WHEREAS, Participant's mission is to transform lives and strengthen our community through superior technical education; and

WHEREAS, Participant strives to provide accessible, high-quality training in aviation & STEM fields, inspired by the accomplishments and passion of Captain Barrington Irving in furtherance of their mission to cultivate a skilled workforce that meets the growing needs of the aviation, transportation, and manufacturing industries; and

WHEREAS, the City is providing funds to Participant for them to establish and operate a Pre-Apprenticeship and Workforce Development STEM Program at Fort Lauderdale's Executive Airport; and

WHEREAS, Participant will provide training at no cost to students at the City's Executive Airport so that students have the ability to witness first-hand the workings of the industry. It is anticipated that Participant will serve up to 200 elementary/middle school students, 120 high school students, 40 high school participants in a specialized skill building program and 15 adults over an 18-month period; and

WHEREAS, a Pre-Apprenticeship and Workforce Development program within the corporate limits of the City of Fort Lauderdale will provide a workforce education program that provides jobs for city residents in the aviation, automotive, and marine industries and thereby serve a legitimate public and municipal purpose.

NOW, THEREFORE, the City and Participant agree as follows:

I. SCOPE OF SERVICES

Participant shall perform the Scope of Work described in Exhibit A-Work Program Scope, attached hereto and incorporated herein, to establish and operate a Pre-Apprenticeship and Workforce Development STEM Program. The training will be provided at no cost to the participants. The facility is located at the City's Executive Airport so that students have the ability to witness first-hand the workings of the industry.

A. Participant is responsible for paying all applicable local, state and federal taxes. Participant shall also be responsible for acquiring and paying all required local,

state and federal professional certifications, licenses, permits and business tax licenses, and ensure same are timely renewed and remain active during the entire term of this Agreement.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from November 18, 2025, through November 17, 2026. The effectiveness of this Agreement is subject to and conditioned on the City's budget appropriation to fund this Agreement and the availability of funds. In the event the term of this Agreement extends beyond the end of the City's fiscal year, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

III. PAYMENT

The total amount to be paid by the City during the term of this Agreement shall not exceed **\$216,000.00**. City will distribute \$108,000 to Participant upon execution of this Agreement. The remaining Funds will be distributed to Participant on a monthly reimbursement basis during the term of this Agreement. The Participant will invoice the City for all services or costs provided, including those services or costs purchased with the initial \$108,000 payment. The Participant will only be reimbursed for the following costs:

Ads/Marketing	\$ 4,000
Technology/Office Equipment	\$ 67,400
Furniture	\$ 40,000
Tools/Equipment	\$ 86,000
Materials/Other Supplies	<u>\$ 18,600</u>

Total: \$216,000

- 1) Participant is required to submit proper invoices to the CITY for services rendered or costs incurred. Payment shall be made to Participant by the CITY within forty-five (45) days from the date of CITY's receipt of said invoices. Only those costs that are proper and provided for in this Agreement shall be reimbursed by City.
- 2) In addition to the funds provided, City shall provide Participant with a physical hangar space at FXE for the BITTS Program via lease agreement with an Fixed-Base Operator. The exact location of the space is located at 6020 NW 28 Way, Fort Lauderdale, FL 33309.
- 3) Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or a failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by

City.

A. The Participant shall not use City funds for:

- Profit
- Alcoholic beverages
- Staff salaries or bonuses
- Lobbying services
- Legal services
- Land acquisition
- Membership fees
- Costs due to negligence
- Debt
- Audit services
- Taxes
- Unemployment compensation
- Worker's Compensation Insurance
- Recreational activities
- Receptions
- Fundraising
- Gift certificates or monetary awards
- Luxury items as determined by the City in the City's sole discretion
- Any activity that would violate any applicable law, ordinance, or regulation

IV. FINANCIAL REPORTING

Within ninety (90) days after the close of the Participant's fiscal year, the Participant shall submit to the City a financial statement and summary report, prepared in accordance with generally accepted accounting principles, accounting for the funds expended pursuant to this Agreement and reporting upon the manner in which they were expended. The financial statement and summary report shall be certified by a Certified Public Accountant. The financial statement and summary report shall be directed to the City as follows:

CITY OF FORT LAUDERDALE

City Manager's Office – Chief Education Officer
101 NE Third Avenue, Suite 2100
Fort Lauderdale, FL 33301

This section shall survive expiration or early termination of this Agreement.

V. NOTICES

Notices required by or otherwise related to this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

City

City Manager
City of Fort Lauderdale
101 NE Third Avenue, Suite 2100
Fort Lauderdale, FL 33301

Participant

Barrington Irving
President
14850 NW 44th Court, \$203
Opa-Locka, FL 33054

VI. GENERAL CONDITIONS**A. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Participant shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Participant is an independent contractor.

B. Indemnification

Participant shall protect and defend, counsel being subject to the City's approval, and indemnify and hold harmless the City, and the City's officers, employees, and agents from and against any and all lawsuits, penalties, claims, damages, judgments, decrees, settlements, costs, charges, and other expenses or liabilities of every kind, sort, or description, including, but not limited to, any award of attorney fees and any award or costs at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the Participant's acts or omissions in Participant's performance or nonperformance of its obligations or services under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, are included in the indemnity. This Section shall survive the expiration or early termination of this Agreement.

C. Amendments

No modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith, except that the City may, in the City's sole discretion, amend this Agreement to conform with federal, state, or local governmental

guidelines or policies, the availability of funds, or for other reasons.

D. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2025), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828- 5002, CITY CLERK'S OFFICE, 1 E. BROWARD BLVD., SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 (2024), as may be amended or revised, 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 for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. Default

Any of the following events shall constitute an "event of default" pursuant to this Agreement:

1. The Participant fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of the Participant herein or in any other grant documents executed concurrently herewith or made subsequent hereto, shall be found to be inaccurate, untrue or breached.
2. If the Participant files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future federal bankruptcy law or any other present or future applicable federal, state or other local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Participant for all or any part of the properties of Participant; or if within ten (10) days after commencement of any proceeding against the Participant, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future federal bankruptcy law or any other present or future federal, state or other local law, such proceeding shall not have been dismissed or stayed on appeal; or if, within ten (10) days after the appointment, without the consent or acquiescence of the Participant, of any trustee, receiver, or liquidator of the Participant, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten days after the expiration of any such stay, such appointment shall not have been vacated.
3. Participant's breach, violation, or failure to perform any of the obligations or any of the covenants or conditions set forth in this Agreement.

Upon the occurrence of any event of default, the City shall issue written notice in accordance with Article V and the Participant shall have thirty (30) days within which to cure such default. If Participant fails to cure the default within the thirty (30) days, the City may terminate this Agreement immediately.

F. Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement not having been held invalid by a court of competent jurisdiction shall remain in full force and effect.

G. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2025), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

H. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of

section 287.135, Florida Statutes (2025), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel.

I. Compliance

The Participant shall at all times conduct its affairs in accordance with and be in compliance with all applicable laws, ordinances, and regulations.

J. INSURANCE – As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by

or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. Contractors ineligible for a State exemption certificate agree that they are excluded from any benefits, from the City, afforded under Chapter 440, Florida Statutes.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on the general liability policy.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Attn: Chief Education Officer
401 SE 21st Street
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

K. Subcontractors

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. This Section shall survive the expiration or early termination of this Agreement.

L. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2025), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith

belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2025), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2025), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2025), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this section VI.L., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this section VI.L. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

M. Audit

The City or the City's designee may audit the books, records, and accounts of the Participant that are related to this Agreement. The Participant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. The Participant shall preserve and make available, at reasonable times for examination and audit by the City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law (Chapter 119, Florida Statutes) and corresponding retention schedules, or for a minimum of three (3) years after expiration or termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the Participant

shall retain the books, records, and accounts until resolution of the audit findings. The Participant shall comply with all requirements of the Florida public records law; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the Participant. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the City's disallowance of funding and recovery of any payment upon such incomplete or incorrect entry.

N. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

O. Waiver

The parties agree that each requirement, duty and obligation set forth in this Agreement is substantial and important to the formation of this Agreement and, therefore, is a material term. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

P. Entire Agreement

This Agreement shall constitute the entire agreement between City and Participant for the use of funds received pursuant to this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Participant with respect to this Agreement. No prior written or contemporaneous oral promises or representations shall be binding. Neither this Agreement nor any interest in this Agreement may be assigned, transferred, or encumbered by the Participant without the prior written consent of the City. All representations and warranties made herein regarding the Participant's indemnification obligations and obligations to maintain and allow inspection of records shall survive the termination of this Agreement.

Q. Governing Law; Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

R. Termination for Convenience

The CITY has the unqualified and absolute right to terminate this Agreement at any time upon written notice by the CITY to the Participant, in which event, the Participant shall be paid its compensation for services performed up to the termination date. In the event that the Participant abandons this Agreement or causes it to be terminated, the Participant shall indemnify the CITY against any losses pertaining to such termination.

S. Attorney Fees

In the event that either party brings suit for enforcement of this Agreement, the Participant shall pay the City's attorney fees and costs. This Section shall survive the expiration or early termination of this Agreement.

T. Legal Representation

It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

U. Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, the Participant shall provide the City with an affidavit signed by an officer or a representative of the Participant under penalty of perjury attesting that the Participant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

V. Foreign Countries of Concern

As a condition precedent to the effectiveness of this Agreement, Participant shall provide City with an affidavit signed by an officer or representative of Participant under penalty of perjury attesting that Participant does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2025), as may be amended or revised.

W. BACKGROUND CHECK – Participant, and all employees, contractors and volunteers participating in this program shall undergo and pass a criminal background screening completed by the CITY, with all costs related to said background check to be paid by Participant prior to commencement of services under this Agreement. Participant shall notify CITY of any arrests or criminal convictions of said employees, contractors or volunteers that

occur during the term of this Agreement and, any failure to do so, may lead to the immediate termination of this Agreement.

X. Reporting Arrests

Should any of Participant's employees be arrested, Participant shall report such arrests within two business days to the Florida Office of Inspector General. Failure to comply with this requirement could result in the termination of this Agreement. Arrests may be reported to the OIG through the OIG web complaint form at the following link:

<https://forms.office.com/pages/responsepage.aspx?id=SL0N94OyV0yIMctBFEWpTB6v%204ko2zdZLnwPjVTDOR55UQVizTVBRSFhMVkVNNzlaU1UwNUJISk9XRyQIQCN0PWc%20u&route=shorturl%20or%20via%20email%20at%20IG.Complaints@myflfamilies.com&idchked=true>

IN WITNESS WHEREOF, the City and the Participant execute this Agreement as follows:

ATTEST:

City Of Fort Lauderdale

David R. Solomon, City Clerk

By: _____
Rickelle Williams
City Manager

Approved as to form and correctness:
D'Wayne M. Spence, Interim City Attorney

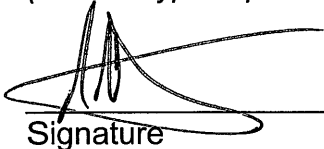
Eric W. Abend
Senior Assistant City Attorney

WITNESSES:



Signature

Rajew Brown
(Witness type or print name)



Signature

RANDY RODRIGUEZ
(Witness type or print name)

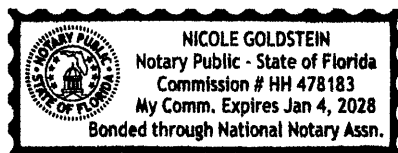
Experience Aviation Inc., a Florida Not
for Profit Corporation.

By: 
Barrington Irving, President

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 3rd day of NOVEMBER, 2025 by
Barrington Irving, as President for Experience Aviation, Inc., a Florida not for profit
corporation.

(NOTARY SEAL)




Signature of Notary Public – State of Florida

NICOLE GOLDSTEIN
Print, Type or Stamp Commissioned Name
Of Notary Public

Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced _____

Exhibit A – Work Program Scope

PROJECT DESCRIPTION

The City of Fort Lauderdale has Experience Aviation, Inc. ("CONTRACTOR") to launch a Pre-Apprenticeship & Workforce Development STEM Program within the City of Fort Lauderdale. The aviation workforce continues to age within technically skilled industries. The average age of a technician is 54 years old, pilots are in high demand as well, and the industry struggles to attract future talent. Employers are seeking to hire for capability, competency, and skills. Although the industry faces shortages, there are underutilized talent pools within local communities, especially in Fort Lauderdale. This program will provide a workforce education program that provides jobs for city residents in the aviation, automotive, and marine industries. This unique program will utilize the facilities at the Fort Lauderdale Executive Airport (FXE), for Captain Barrington Irving's Technical Training School (BITTS) to provide students with all the training and job-ready skills to enter the aviation industry. The training will be provided at no cost to the participants. The facility is located at the City's Executive Airport so that students have the ability to witness first-hand the workings of the industry. Student events may also take place at other BITTS locations. It is anticipated that the Project will serve up to 200 elementary / middle school students, 120 high school students, 40 high school participants in a specialized skill building program and 15 adults over an 18-month period.

The program will first focus on general community exposure amongst children with a hosted STEM FEST at FXE. Second, high school students/graduates will be upskilled, trained, and prepared to complete their first internship / job shadowing within the respective industries. The young adults who enter the program will be trained with the necessary skills to receive entry-level career positions within the aviation industry. All participants will be provided with tools, consumables, instruction, materials, and assessments to complete the course. Students will also have the opportunity to register with local college programs or technical schools to pursue a new career path.

SCOPE OF SERVICES

General Exposure for Upper Elementary & Middle School Sites

1. An airport STEM FEST will be held at FXE.
2. A workforce focused BITTS Fest will be held at Pompano Airpark
3. Onsite field trip experience to PMP & FXE Hangar – 4 Total

High School

1. Industry experience will be provided to high school students at Embraer Aircraft manufacturing at FXE December 2025. The event will be utilized as a recruitment opportunity for high schools serving 120 students.
2. Upskill High School Students Target Audience – Juniors & Seniors
 - a. A total of 40 students will be selected to participate in a during school or after school workforce training program in Spring 2026 over the course of 8 weeks.
 - b. Experience Aviation & BITTS will train a total of 40 high school students from 2-3 school sites.
 - c. Students will participate in continued skills training and a job shadowing/internship experience during the summer of 2026.

Adults

1. A total of 15 adults ages 18 and over will be selected for employment opportunities within the local region between Aviation, Automotive, & Marine industries.

The city has capital investments that have positioned Fort Lauderdale as an attractive location for the aviation industry. Thus, job training is developed with local employers' needs in mind in the aviation industry. The assistance includes resources for people with barriers to employment who face negative economic impacts. Other assistance includes bus passes, free training, job search, job placement, etc., to provide disadvantaged groups with access to education, jobs, and opportunities. The project targets economically disadvantaged communities, as defined by HUD's Qualified Census Tract. The programs are provided at physical locations where most sites are within Qualified Census Tracts and where the primary intended beneficiaries live within Qualified Census Tracts. All training will be provided through the Barrington Irving Technical Training School via Experience Aviation, Inc. The Contractor will work with the City, aviation and education stakeholders to solicit community input to implement a selection process. Final selections are made by the Contractor.

The Contractor will provide the following Services:

26 Virtual and in-person instruction: The Contractor will provide direct instruction for students who join the virtual and in-person sessions. This includes lesson planning, test preparation, and paced instruction. In-person training will be held at the Fort Lauderdale Executive Airport. Instruction will be provided by leaders in the field who are currently in the workforce. Instruction will be delivered through engaging videos, hands-on experiences, trivia, project-based challenges, and more. Students will become intrigued by the content and learning. Coordination of hands-on training: The Contractor will assign one or two

instructors per session. Over a 16-week period the instructors will ensure that students complete their work, understand the content, and are engaged in the learning. The Contractor will work with participants to develop a schedule that will maximize participation. Uniforms: The Contractor will provide polos and t-shirts for participants. Tools and Material Kits: All candidates will be provided with the proper work benches and stools within the hanger. Candidates are provided with usage of tools during training hours, which includes but is not limited to: Hand Tool & ID Safety Kit, Torque Certification Kit, Precision Measuring, Multimeter Kit, Structural Sheet Metal Assembly, Precision Measuring Kit, and other essentials. The material kits will include the necessary documents needed to complete the content focused activities. The City will provide the Contractor funds for the following costs:

Ad/Marketing	\$4,000
Technology/Office Equipment	\$67,400
Furniture	\$40,000
Tools/Equipment	\$86,000
Other Supplies	\$18,600

Total: \$216,000

Micro Credentialing

Participants who successfully complete the Barrington Irving Technical Training School will receive National Air Transportation Association credentialing and NC3 Certification.

Community Outreach / Student Expedition: The Contractor will contact local community groups and organizations and coordinate aviation-focused field trips. Fields Trips will include but not be limited to: Opa-Locka Airport and Barrington Irving Technical Training School Headquarters, Atlantic Aviation, Signature Aviation, Shelt Air, and Maintenance Repair Facilities.

Performance monitoring: The Contractor will identify and implement improvement opportunities.

Reporting: The Contractor will provide monthly reports to the City as to progress of the Program. Reports shall include the name, address, phone number and email of residents being served. The Contractor will provide a Project Coordinator who will run the day-to-day activities of the school, be responsible for the participants' overall experience and manage daily logistical activities. The Program will conclude with a graduation and final report. The Program will partner with local employers to recruit from the successful pool of graduates.

General Management Services

The Contractor will serve as the point of contact as well as work with partner agencies to develop specialized training and assist industry employers with recruiting efforts. A select group of students will be provided with the opportunity to train for a total of 16 weeks during the spring, summer, and fall of 2026.

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Barrington Irving Title: Founder Entity: Experience Aviation
Signature: [Signature] Date: 11/3/25

NOTARY PUBLIC ACKNOWLEDGEMENT SECTION

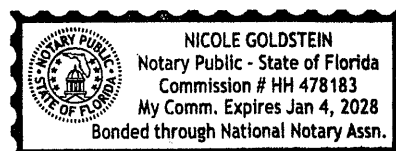
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 3rd day of NOVEMBER 2025 by BARRINGTON IRVING, as FOUNDER for EXPERIENCE AVIATION, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: [Signature]
Print Name: NICOLE GOLDSTEIN

(Notary Seal)

My commission expires: 01/04/28





CITY OF FORT LAUDERDALE

ANTI-HUMAN TRAFFICKING AFFIDAVIT

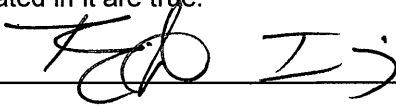
Rev Date: 02/04/2025

The undersigned, on behalf of Experience Aviation,
(Print entity's complete legal name as registered with suffix: INC, LLC, LTD, LP, PA, etc.)

a Florida nongovernmental entity ("Nongovernmental Entity"), under penalty of perjury,
(State entity is registered)
hereby deposes and says:

1. My name is Barrington Irving.
(Print complete name of corporate officer/authorized representative)
2. I am an X officer or authorized representative (Select one) of the Nongovernmental Entity. My title is: Founder.
(Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: 

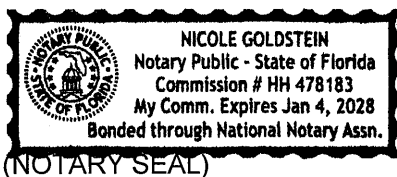
Office Address: 14850 NW 44th Court STE 203 OPA LOCKA, FL 33054

Email Address: Birving@flyingclassroom.com

Main Phone Number: 305.547.9508 FEIN No.: 75-3200386

STATE OF Florida
COUNTY OF Miami-Dade

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online
notarization, this 3rd day of November, 2025, by BARRINGTON IRVING.
(Print name of corporate officer/representative)




(Signature of Notary Public – State of FLORIDA)

NICOLE GOLDSTEIN
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced

