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**PROPERTY MANAGEMENT AND LEASING AGREEMENT**

**between**

**GREATER ORLANDO AVIATION AUTHORITY**

**and**

**STILES CORPORATION d/b/a  
STILES PROPERTY MANAGEMENT, a Florida corporation**

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**PROPERTY MANAGEMENT AND LEASING AGREEMENT**

THIS PROPERTY MANAGEMENT AND LEASING AGREEMENT (this "Agreement") is made and entered into as of the 26 day of May, 2021, by and between GREATER ORLANDO AVIATION AUTHORITY ("Authority") and STILES CORPORATION d/b/a STILES PROPERTY MANAGEMENT, a Florida corporation ("Stiles").

**WITNESSETH:**

WHEREAS, Authority owns the Property as defined in Exhibit A ("Property"); and

WHEREAS, Authority intends to employ Stiles to perform the day to day property management and security of the Property; and

WHEREAS, Authority intends to employ Stiles to manage and coordinate the leasing of the Property; and

WHEREAS, Authority intends to employ Stiles to provide brokerage services for the leasing of the Property; and

WHEREAS, Authority intends to employ Stiles to provide consulting and advisory services related to the Property; and

WHEREAS, Authority and Stiles are entering into this Agreement to establish the terms and conditions for such services.

NOW, THEREFORE, in consideration of the mutual covenants hereunder, the parties agree as follows:

**I. APPOINTMENT OF STILES; SERVICES TO BE PERFORMED**

1.A. **Appointment of Stiles.** Authority hereby makes the following appointments to Stiles. Stiles hereby accepts the below-stated appointments on the terms and conditions set forth hereunder. Authority hereby authorizes Stiles to exercise such powers with respect to the Property as may be necessary for the performance of Stiles' obligations under the terms of this Agreement; provided however, Stiles shall have no right or authority to commit or otherwise obligate or bind Authority in any manner whatsoever, except to the extent specifically provided hereunder.

- a. Property Manager (exclusive)
- b. Broker (non-exclusive)
- c. Advisor (non-exclusive)

1.B. **Brokerage Services.** Stiles shall develop and implement an innovative and comprehensive marketing and leasing plan designed to reinvigorate the Property with the proper mix of tenants with the goal of establishing a sustainable income stream to Authority. The lease terms shall be a maximum of five (5) years. Any renewal options beyond five (5) years must be pre-approved by Authority and shall not be at the sole option of the tenant. There shall be no lease for a last mile/distribution center, warehouse or any residential use of the Property. There shall be no offers to purchase or lease with an option to purchase any portion of the Property. Stiles will be responsible for meeting with prospective tenants and conducting tours of the Property as well as negotiating leases upon terms and conditions to be approved by Authority.

Stiles shall be Authority's leasing agent for the Property, and shall, to the extent permitted by applicable law and subject to this Agreement, perform all leasing functions relating to the Property. Without limiting the generality of the foregoing, Stiles' leasing function includes the following:

- a. Stiles shall use commercially reasonable efforts to lease all space in the Property which is now vacant, becomes vacant or is projected to become vacant during the term of this Agreement, subject to the limitations imposed by Authority. Stiles' responsibilities shall include marketing, lease negotiation coordination, tenant improvement coordination, opening activities, tenant liaison, facilitating tenant move-in and similar activities. Stiles shall, so far as possible, procure references from prospective tenants, investigate such references and use its best judgment in the selection of prospective tenants. Where appropriate, upon the occurrence of a vacancy or a projected vacancy, Stiles will prepare and disseminate adequate rental listings. Stiles shall establish procedures to ensure that ample time is available to renew existing leases or obtain new tenants in an effort to minimize vacancies and loss of income.
- b. Authority shall refer all inquiries concerning the rental of space in the Property to Stiles. Stiles shall not be paid a commission unless the tenant was directly procured by Stiles, including referrals by Authority. A referral from Authority shall not be considered directly procured by Stiles. All qualifications of and negotiations with prospective tenants shall be conducted by Stiles or under its direction. Stiles shall secure Authority's prior written approval before finalizing any lease for a Property. Stiles shall confer with Authority's Risk Management group to determine the insurance and indemnification requirements for all leases. All leases for Property shall be presented to and executed by Authority. Stiles shall duly and punctually comply with all the obligations of Authority under all leases with tenants of space in the Property, but solely on behalf of Authority.
- c. Stiles shall prepare all advertising and promotional materials for the Property, which materials shall be used only after Authority's approval and shall comply with all applicable laws, ordinances and regulations. The costs of all advertising and promotional materials shall be either be in accordance with an approved operating budget or otherwise pre-approved by Authority in writing.

- d. Rental rates for space in the Property shall be established by Authority. Stiles shall, promptly following the execution of this Agreement and from time to time thereafter, provide general market information and general office and/or retail space rental rate surveys and make recommendations to Authority with respect to rental rates, as applicable.
- e. Stiles shall assist Authority, as requested, in obtaining any approvals of proposed leases for the Property, the tenants and the terms thereof which may be required.

1.C. **Advisory Services (non-exclusive).** Stiles may be engaged by Authority provide broad based consulting and advisory services to Authority with the goal of optimizing Property utilization and income. Such consulting and advisory services shall be memorialized by separate Addendum which will be separately negotiated and approved through the customary Authority committee and approval process. Advisory Services may include, but not limited to:

- a. Market conditions, trends and opportunities;
- b. Highest and best facility and land use;
- c. Marketing strategies and implementation;
- d. Reuse and redevelopment opportunities and risks;
- e. Design, development and construction alternatives;
- f. Current and future tenant assessments;
- g. Financial due diligence;
- h. Transaction due diligence;
- i. Financial review and analysis;
- j. Facilities management; and
- k. Other related or similar advisory services.
- l. Disaster planning.

1.D. **Property Management (exclusive).** Stiles shall manage, operate, maintain, secure and lease the Property in accordance with the generally accepted standards for the type of property being managed in the area in accordance with all applicable laws, subject, however to the management rights and responsibilities reserved or allocated to any tenant under the leases for the respective Property. Stiles shall make available to Authority the full benefit of the judgment, experience and advice of Stiles' organization and staff with respect to the policies to be pursued

by Authority relating to the management, operation, maintenance and leasing of the Property. Stiles' duties shall include but not be limited to the following:

- a. Prepare monthly financial statements, annual budgets and other financial reports as requested;
- b. Establish and supervise accounting functions, with appropriate accounting and cost control systems;
- c. Collect all rents and other income from the Property and deposit such into an account established by Authority;
- d. Pay all expenses associated with the operation and maintenance of the Property;
- e. Employ, supervise, discharge and pay all employees or contractors necessary to be employed in the management and operation of the Property;
- f. Receive, consider and handle complaints of all tenants and guests of the Property;
- g. Provide general services required to be performed by the landlord under any leases in accordance with such leases;
- h. Enter into contracts as Authority's agent for utilities, services, materials and supplies in accordance with the annual budget;
- i. Provide proper and proactive maintenance and upkeep of the Property in accordance with the annual budget;
- j. Comply with all applicable Federal, State and local rules and regulations governing the management and operation of the Property and the firm selected; and
- k. Adhere to Authority's Property Management Policy, Section 130.07, Lease Management Policy, Section 130.071, and Real Estate Brokerage Policy, Section 820.01 as may be amended from time to time.

**Detailed Services.** Stiles' property management services are further detailed as follows:

- a. *Maintenance.* Stiles' duties and supervision in this respect shall include, without limitation, cleaning of the interior and the exterior of the Property and the public common areas on the Property and the making and supervision of repair, alterations, and decoration of the Property, subject to and in strict compliance with this Agreement and the Leases. Non-budgeted expenses for any individual item of work which are not reimbursed by a tenant shall not be permitted unless specifically authorized in advance by Authority, provided that emergency repairs which are immediately necessary for the preservation or safety of the Property, for the safety of occupants or other persons, or required to avoid the suspension of any necessary service of the Property may be

made by Stiles without prior approval of Authority if, under the circumstances, Authority cannot be conveniently notified before the required emergency repairs must be done.

b. *Notice of Violations.* Stiles shall forward to Authority promptly upon receipt all notices of violation or other notices from any governmental authority, board of fire underwriters or any insurance company, and shall make such recommendations regarding compliance with such notice as appropriate. Stiles shall promptly address minor violations, such as signage violations, with the tenants directly with a copy to Authority.

c. *Personnel.* Stiles shall employ at all times a sufficient number of capable employees to properly, safely and economically operate, manage and maintain the Property. Stiles shall fully comply with all applicable laws and regulations and agreements having to do with worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions under Stiles' control and other employer-employee related subjects. All matters pertaining to the employment, supervision, compensation, promotion and discharge of such employees are the responsibility of Stiles.

1) Stiles, as an independent contractor, has the authority to control and direct its employees in the management and operation of the Property in accordance with the terms hereof. All persons employed in connection with the management and operation of the Property shall be employees of Stiles. Any and all consultants, independent contractor or contractors as may be retained by Stiles shall not be employees of Authority.

2) It shall be the responsibility of Stiles to properly train the members of its property team and cause the appropriate team members to become familiar with the terms of this Agreement, key tenant lease provisions and vendor/contractor contract terms.

3) Stiles shall provide Authority with a schedule of employees annually. This schedule shall include the names of employees, job title, and time allocated to the Property. When it is necessary to replace employees working at the Property, Stiles shall notify Authority, in advance, of the reasons for the replacement and the qualifications for the replacement personnel. and Authority shall have the right to approve but shall not be responsible for any such replacement personnel.

4) Key Personnel and location of Stiles' office: This Agreement is made with the understanding that Authority and Stiles have identified key personnel, including the people who will be responsible for the direct management of the Property (the "Property Management Representatives") who shall have an office located in Orlando, Florida. Authority shall have the right to approve or request a change of the Property Management Representatives.

d. *Utilities and Supplies.* Stiles shall, on behalf of Authority, enter into or renew contracts for electricity, gas, steam, landscaping, fuel, oil, maintenance, security and other services as are customarily furnished or rendered in connection with the operation of similar property in the area, or as it, in its reasonable judgment, shall deem prudent, provided that Stiles

shall submit to Authority for its approval such contracts for items of expense which are not contemplated in the annual budget. Further, at the time of execution of any service contract, the cost of the services to be provided under such contract shall be comparable with general prevailing market conditions, as to the Property. Stiles shall also purchase all supplies which Stiles deems necessary to maintain the Property, provided that no such purchase which is outside the ordinary course of business or which is of a nature not reimbursed by tenants shall be made by Stiles without the prior written consent of Authority.

e. *Bank Account.* Authority shall establish a bank account or accounts (collectively, the "Account") for funds relating to the Property. All monies deposited from time to time in the Account shall be deemed to be trust funds and shall be and remain the property of Authority and shall be withdrawn and disbursed by Stiles for the account of Authority only as expressly permitted by this Agreement for the purposes of performing the obligations of Stiles hereunder. No monies collected by Stiles on Authority's behalf shall be commingled with funds of Stiles. The Account shall be maintained, and monies shall be deposited thereunder and withdrawn therefrom, in accordance with the following:

- 1) All sums received from rents and other income from the Property shall be promptly deposited by Stiles in the Account. Stiles shall have the right to designate two or more persons who shall be authorized to draw against the Account, but only for purposes authorized by this Agreement.
- 2) All sums due to Stiles hereunder, whether for compensation, reimbursement for expenditures, or otherwise, as hereunder provided, shall be a charge against the operating revenues of the Property and shall be paid and/or withdrawn by Stiles from the Account.
- 3) All sums necessary to pay expenses required to operate and maintain the Property.
- 4) By the 7<sup>th</sup> day of each month, except as otherwise directed by Authority, Stiles shall forward to Authority net operating proceeds from the preceding month, retaining at all times, however, a reasonable reserve for the subsequent month's cash requirements.

f. *Expenses.* Stiles shall analyze all bills received for services, work and supplies in connection with maintaining and operating the Property, pay all such bills from the Account, and, if requested by Authority, pay, when due, utility and water charges, sewer rent and assessments, and any other amount payable in respect to the Property from the Account. All bills shall be timely paid by Stiles. Authority may from time to time request that Stiles forward certain bills to Authority promptly after receipt, and Stiles shall comply with any such request. It is understood that the payment of real property taxes, assessments and insurance premiums will be paid out of the Account by Stiles at the direction of Authority. All expenses shall be billed at net cost (i.e., less all rebates, commissions, discounts and allowances, however designed).

g. *Monies Collected.* Stiles shall use diligent efforts to collect all rent and other monies from tenants of the Property and any sums otherwise due including, but not limited to,

tenants' payments for real estate taxes, insurance, damages and repairs, and common area maintenance, and shall deposit such monies in the Account. In collecting such monies, Stiles shall inform Authority's tenants that all remittances are to be in the form of a check, wire transfer, money order, automatic payments or other forms approved by Authority. Authority authorizes Stiles to request, demand and collect all such rent and other monies due and, if Authority authorizes in writing, to institute legal proceedings in the name of Authority and at Authority's expense for the collection thereof and for the dispossession of any tenant in default under its Lease. Stiles shall not compromise with any tenant or waive Authority's rights under any Lease without Authority's prior written consent. Nothing in this Agreement shall be construed as a guarantee of payment or collection by Stiles of rent or other monies due from tenants of the Property.

h. *Tenant Complaints.* Stiles shall maintain business-like relations with the tenants of the Property and use commercially reasonable efforts to resolve any tenant complaint or to cooperate with Authority in so doing.

i. *Controlling Agreements.* If applicable, Stiles will be provided with copies of agreements as may be amended from time to time (the "Controlling Agreements") and will be familiar with the terms thereof. Stiles shall use reasonable care to avoid any act or omission that, in the performance of its duties hereunder, shall in any way conflict with the terms of the Controlling Agreements.

j. *Signs.* Stiles shall place and remove, or cause to be placed and removed, leasing signs upon the Property as Stiles deems appropriate, subject, however, to the terms and conditions of the Leases, to any applicable ordinances, regulations and covenants or restrictions and Authority's approval of the size and general appearance of such signs.

k. *Other Services.* Stiles shall recommend from time to time to Authority such procedures with respect to the Property as Stiles may deem advisable for the most efficient and economic management services which normally are performed in connection with the operation of first-class commercial properties, as applicable, and perform all services normally provided to similar premises, without additional charges to Authority.

1. *Office of Foreign Assets Control, Department of the Treasury ("OFAC"):*
  - 1) Stiles hereby acknowledges and agrees that it will be performing OFAC searches/checks on each potential tenant (including renewals) that may be leasing space in the Property. Stiles is required to keep verification of the OFAC check in the tenant file. Stiles also agrees that a tenant shall not be permitted to sublet its space to a new tenant without Stiles performing an OFAC search/check on the potential sublessee.
  - 2) Stiles hereby acknowledges and agrees that it will be performing OFAC searches/checks on each potential vendor (including renewals) that may be performing work in or around the Property. Stiles is required to keep verification of the OFAC check in the vendor file.

- 3) All leases, lease renewals and contracts including all construction contracts, purchase orders and service agreements and renewals thereof shall include OFAC language.

m. *Compliance with Laws:* Stiles shall, in the performance of its services hereunder, comply with all federal, state, municipal or other governmental laws, ordinances, rules or regulations affecting the Property.

#### 1.E. **Accounting, Records and Reports.**

a. *Records.* Stiles shall maintain all office records and books of account and shall record thereunder, and keep copies of, each invoice received from services, work and supplies ordered in connection with the maintenance and operation of the Property and Stiles' record retention policy. Such records shall be maintained on a double entry basis. Authority and persons designated by Authority shall at all reasonable times have access to and the right to audit and make independent examinations of such records, books and accounts and all vouchers, files and all other material pertaining to the Property and this Agreement, all of which Stiles agrees to keep safe, available and separate from any records not pertaining to the Property, at a place recommended by Stiles and approved by Authority.

b. *Monthly Reports.* Stiles shall submit monthly reports by the 7<sup>th</sup> day following the end of each month. The financial reporting responsibilities of Stiles are set forth in Exhibit B ("Reporting Requirements"). Stiles acknowledges and agrees that it has had the opportunity to review the contents of the Reporting Requirements (Exhibit B) prior to executing this Agreement, and agrees to comply with and be bound by the terms thereof.

c. *Budgets and Leasing Plans.* No later than ninety (90) days before each fiscal year end (September 30), Stiles shall prepare and submit to Authority for its approval an operating budget and capital budget for the Property. In the event that an operating budget has not been approved prior to each September 30, the operating budget for the prior twelve-month period shall govern to the extent of any unapproved items. In the event a capital budget has not been approved by Authority prior to each September 30, Stiles shall not make any capital or extraordinary expenditures for the Property (other than in the event of an emergency) without the prior written consent of Authority. Stiles shall use reasonable diligence and employ commercially reasonable efforts to ensure that the actual costs of maintaining and operating the Property shall not exceed the budgeted amount in total or in any one accounting category. All expenses must be charged to the proper account on either the operating budget or capital budget and no expense may be classified or reclassified for the purpose of avoiding an excess in the annual budgeted amount of an accounting category. Stiles agrees to use commercially reasonable efforts to inform Authority, promptly after they become known to Stiles, or any material increases in costs and expenses that were not foreseen during the budget preparation period, and were, therefore, not reflected in the operating budget or capital budget.

d. *Legal Requirements.* Stiles shall execute and file when due all forms, reports, and returns required by law relating to the employment of its personnel. Stiles shall be responsible for notifying Authority in the event it receives notice that any portion of the Property or any equipment therein does not comply with the requirements of any statute, ordinance, law or

regulation of any governmental body, public authority or official thereof having or claiming to have jurisdiction thereover. Stiles shall promptly forward to Authority any complaints, warnings, notices or summonses received by it relating to such matters.

c. *Tax Returns.* Stiles shall have no responsibility for the preparation of any federal, state or local tax reports or returns on behalf of Authority, but Stiles shall provide such information as shall be reasonably requested by Authority to assist Authority's preparation of such tax reports and returns.

f. *Sarbanes-Oxley Compliance.* Stiles shall maintain procedures for accounting and reporting necessary for the Stiles to comply with the Sarbanes-Oxley Act, Public Law No. 107-204, and the rules and regulations promulgated thereunder.

## II. EXPENSES

2.A. **Authority's Expenses.** Authority shall be responsible for expenses, which are included in the annual budget or as pre-approved in writing by Authority. All costs and expenses for which Authority is responsible under this Agreement shall be paid by, or reimbursed to, Stiles out of the Account. In the event the Account does not contain sufficient funds to pay all such costs and expenses, Authority shall fund all sums necessary to meet such unpaid costs and expenses within thirty (30) days of receipt of notice from Stiles and an itemization of such unpaid costs and expenses.

2.B. **Stiles' Expenses.** Stiles shall, out of its own funds, pay all of its general, overhead and administrative expenses (including those for off-site employees or offices not located within the Property) except as set forth in a budget submitted by Stiles and approved by Authority or as pre-approved in writing by Authority.

## III. MANAGER'S COMPENSATION

3.A. Authority shall pay Stiles the following fees:

a. **Property Management Fee:** Beginning on the commencement date of this Agreement, Authority shall pay Stiles a monthly management fee equal to the greater of: (i) four percent (4%) of all receipts, including ground rents, if any, or (ii) Five Thousand Seven Hundred Dollars (\$5,700.00) ("Management Fee"). Stiles may propose changes to the Management Fee in future fiscal years, which changes may be approved in the Authority's sole discretion though the customary fiscal year budgeting process. In the event this Agreement terminates or expires on a date other than the last day of the calendar month, the Management Fee for the last month shall be prorated on a per diem basis. The Management Fee shall be paid on the last day of the calendar month. From the Account established hereunder, Stiles shall disburse to itself an amount equal to the full Management Fee for that current month. Should there be insufficient funds in the Account, Stiles shall notify Authority in writing of the deficit by submitting an invoice therefore, and Authority shall pay Stiles the deficient amount within thirty (30) days.

b. **Brokerage Services Fee** shall be paid pursuant to the Authority's Section 820.01. Notwithstanding anything to the contrary, Authority agrees to pay Stiles for

commissions earned by Stiles' leasing agent related only to leasing transactions of in-line stores, carts or kiosks or other common areas of the Property. Stiles is not authorized to pursue any long term tenants for Property, which pursuit may be handled separately by Authority (either directly or through a separate broker) at any time during the term of this agreement without compensation to Stiles. In the event a tenant approaches the Authority directly or is procured by the Authority no Brokerage Services Fees shall be due to Stiles.

c. Advisory Services fee shall be separately negotiated and addressed in a separate Addendum, as necessary.

#### IV. INSURANCE AND INDEMNIFICATION

4.A. **Insurance to be Carried.** At its sole expense, Stiles shall maintain the following insurance throughout the Term of this Agreement, including any extensions or renewals, and such insurance will apply to Stiles, its employees, agents, and representatives.

a. Commercial General Liability insurance covering property damage and bodily injury (including death) and including, but not limited to, premises, products and completed operations, contractual liability and fire legal liability insurance with limits of liability of not less than Two Million Dollars (\$2,000,000) per occurrence. This insurance shall not be written on a claims-made basis. *This insurance shall name Authority and City of Orlando and their members (including, without limitation, all members of each of its governing board and advisory committees), officers, employees and agents of each as additional insureds and shall be primary to any liability carried by the Authority but only to the extent Stiles owes the Authority a duty of indemnity as outlined herein this Agreement.*

b. Automobile Liability insurance covering each motor vehicle, including but not limited to owned, non-owned and hired, used in conjunction with the operations performed on Property resulting in property damage or bodily injury (including death) in the amount of not less than One Million Dollars (\$1,000,000) combined single limit per accident.

c. Workers Compensation and Employers Liability insurance covering all Stiles' employees who will be engaged on Authority property with statutory limits in accordance with Florida law, and employer's liability with policy limits not less than One Hundred Thousand Dollars (\$100,000) for each accident, One Hundred Thousand Dollars (\$100,000) for disease each employee and Five Hundred Thousand Dollars (\$500,000) for disease policy limit. If Stiles is self-insured, Stiles shall provide proof of self-insurance and authorization to self-insure as required by applicable Florida laws and regulations. Authority will not accept State of Florida exemptions.

d. Professional Liability insurance covering claims, suits, and damages for losses caused by Stiles' acts, errors or omissions with limits not less than Three Million Dollars (\$3,000,000) each claim. If such insurance is written on a claims-made basis, coverage shall remain in effect for three (3) years after Stiles has concluded its Services to Authority.

e. Cyber/Privacy Liability insurance covering Stiles for claims, losses and expenses resulting from wrongful acts committed in the performance of, or failure to perform, all Services under this Agreement related to electronic or physical data security, breaches of confidentiality, and invasion of, or breaches of, privacy with limits not less than One Million Dollars (\$1,000,000) per incident.

f. Crime Insurance covering employee dishonesty, forgery or alteration, computer fraud, funds transfer fraud, extortion, money and securities, money orders and counterfeit money, etc. with limits not less than One Million Dollars (\$1,000,000) per loss. Stiles agrees to the following as it relates to all above required insurance:

- 1) Self-insured retentions or deductibles shall not exceed Ten Thousand Dollars (\$10,000) for General Liability and Auto Liability insurance, unless the insurer is required to pay claims from first dollar without a requirement that Stiles pay its deductible prior to that time.
- 2) With the exception of the Commercial General Liability and any Excess/ Umbrella Liability maintained by Stiles as noted above under Section 4.A.a., all other insurances required to be maintained by Stiles shall be primary and not contributory to any other valid and collectible insurance the Authority may possess, including any self-insured retention or deductible amount, and that any other insurance shall be considered excess insurance only.
- 3) Insurance shall be carried with an insurance manager or companies that have a current minimum A.M. Best rating of B+ VI or better and said policies shall be in a form acceptable to Authority.
- 4) All insurance required for this Agreement shall contain a waiver of subrogation clause, as allowed by law, in favor of Authority and the City of Orlando.
- 5) Properly completed and executed certificate(s) of insurance on an ACORD form or its equivalent, evidencing all insurance policies obtained by Stiles in accordance with the provisions herein this Agreement shall be furnished to Authority upon Notice of Intent to Award and for each renewal thereafter during the term of this Agreement and its renewal/extension. Stiles acknowledges that any acceptance of certificate of insurance by Authority does not waive any obligations herein this Agreement.
- 6) Stiles acknowledges that Authority is currently contracted with a third party for the management of all insurance certificates related to Authority contracts. Stiles, by entering into this Agreement, will be contacted by the third-party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent instructing Stiles of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the

Agreement. Stiles will respond as directed in the introductory letter as well as any further instructions they may receive.

- 7) Stiles shall provide Authority immediate written notice of any adverse material change in Stiles' required insurance coverage. For purposes of this insurance section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, any increase in Stiles' self-insured retention, or any non-renewal or cancellation of required insurance.
- 8) If any insurance coverage is cancelled or reduced, Stiles shall, within forty-eight (48) hours remit to Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company acceptable to Authority. If Stiles fails to obtain or have such insurance reinstated, Authority may, if it so elects, and without waiving any other remedy it may have against Stiles, immediately terminate this Agreement upon written notice to Stiles.
- 9) Commercial General Liability and Automobile Liability insurance shall name Authority and City or Orlando and their members (including, without limitation, all members of each of its governing board and advisory committees), officers, employees and agents of each as additional insureds.
- 10) Authority shall have the right to alter the monetary limits or the coverages herein specified from time to time during the Term of this Agreement, and Stiles shall comply with all reasonable requests of Authority with respect thereto.

**4.B. Cooperation with Insurers.** Stiles shall cooperate with and provide reasonable access to the Property to Authority Risk Management staff and representatives of insurance companies and insurance brokers or agents with respect to insurance which is in effect or for which application has been made. Stiles shall use its best efforts to comply with all requirements of insurers.

**4.C. Accidents and Claims.** Stiles shall promptly investigate and shall report in detail to Authority all incidents, claims for damages or expenses, resulting in bodily injury, property damage or personal injury to a third party, arising from the Property, operation or maintenance of the Property, and resulting in any damage or destruction to the Property. Stiles shall cooperate with Authority Risk Management to determine the estimated costs of repair to Property, and to address any such incident, claim, damage, or destruction for proper resolution and/or defense as determined by Authority Risk Management and its insurers. Such reports shall be given to Authority promptly and any report not so given within five (5) days after the occurrence of any such accident, claim, damage or destruction shall be noted in the monthly report delivered to Authority.

**4.D. Indemnification.**

Due to the current condition of the Property and the specialized services of Stiles being performed in this Agreement, as an exception Authority is willing to indemnify, defend and hold

harmless Stiles and its officers, agents and employees of each, (the "Indemnified Parties") from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities (including statutory liability and liability under Workers' Compensation Laws), and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees and attorneys' fees) which is incurred by, charged to, or recovered from any of the foregoing (a) Authority's obligations contained in this Agreement, including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to any property which arises as a result of an act on the part of Authority or omission which is made known to Authority by Stiles, regardless of where the damage, injury or death occurred or (b) arising out of the failure of Authority to keep, observe or perform any of its obligations under this Agreement. This indemnification shall not apply to any claims, damages, losses, and expenses arising from Stiles' sole, gross negligence or intentional misconduct. The Stiles shall give Authority timely written notice of any suit or claim for which indemnification will be sought under this Indemnification section, allow Authority or its insurer to compromise and defend the same to the extent of its interests.

Stiles shall indemnify, defend and hold harmless the Authority, City of Orlando and the members (including, without limitation, all members of each of its governing board and the advisory committees of each), and its officers, agents and employees of each, (the "Indemnified Parties") from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities (including statutory liability and liability under Workers' Compensation Laws), and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees and attorneys' fees) which may be incurred by, charged to, or recovered from any of the foregoing (a) arising directly or indirectly out of the maintenance of the Property, or Stiles' operations or in connection with any of Stiles' failure to meet its obligations contained in this Agreement, including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to any property which arises as a result of any act or omission on the part of or its officers, directors, partners, employees, agents, contractors, subcontractors, or licensees, regardless of where the damage, injury or death occurred or (b) arising out of the failure of Stiles to keep, observe or perform any of its obligations under this Agreement. This indemnification shall not apply to any claims, damages, losses, and expenses arising from Authority's sole, gross negligence or intentional misconduct. The Authority shall give Stiles timely written notice of any suit or claim for which indemnification will be sought under this Indemnification section, allow Stiles or its insurer to compromise and defend the same to the extent of its interests (subject to the Authority's right to approve any proposed settlement, which approval shall not be unreasonably withheld) and reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this Indemnification Section, Stiles shall use counsel reasonably acceptable to Authority. Without limiting Authority's obligations to Stiles under this Agreement, nothing herein shall be deemed a waiver by Authority of its sovereign immunity rights under the laws of The State of Florida.

4.E. **Limitation of Liability.** There shall be no personal liability of Authority's or of Stiles' employees, officers, directors, agents or those for whom it is responsible for at law in respect of this Agreement. No recourse under or upon any obligation, covenant or agreement contained in this Agreement, as this Agreement may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained by Authority or Stiles', or by any legal or equitable proceeding by virtue of any statutes or otherwise, under or independent of this Agreement, shall be had against any past, present or future employee, director or agent of Authority or of Stiles, as such either directly or through Authority or through Stiles or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority or by Stiles. Any and all personal liability of every nature, whether at common law or in equity, or by statutes or by constitution or otherwise, of any Authority's or Stiles' officer, employee, agent or director by reason of any act or omission or on his or her part or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment of or to Authority or Stiles, or any receiver therefor or otherwise, of any sum that may remain due and unpaid by Authority or Stiles, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

4.F. **Survival After Termination.** The provisions of this section shall survive the termination of this Agreement.

## V. TERM

5.A. **Term.** This Agreement shall commence on the date first above written ("Commencement Date") and shall continue until terminated in accordance with the earlier to occur of the following:

a. The initial term shall be two (2) years from the Commencement Date. After the initial term, Authority shall have the sole option to renew this Agreement for an additional two (2) year term, and after said term shall have another sole option to renew this Agreement for an additional one (1) year term.

b. Immediately upon written notice by one party to the other party upon the occurrence of any of the following:

- 1) A decree or order is rendered by a court having jurisdiction: (i) adjudging the other party as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the other party under the federal bankruptcy laws or any similar applicable law or practice; or (ii) appointing a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of the other party or a substantial part of the property of the other party, or for the winding up or liquidation of its affairs;
- 2) The other party: (i) institutes proceedings to be adjudicated a voluntary bankrupt or an insolvent; (ii) consents to the filing of a bankruptcy proceeding against it; (iii) files a petition or answer or consent seeking reorganization, readjustment, arrangement, composition or relief under any similar applicable law or practice; (iv) consents to the filing of any such

petition, or to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency for it or for a substantial part of its property; (v) makes an assignment for the benefit of creditors; (vi) is unable to or admits in writing its inability to pay its debts generally as they become due unless such inability shall be the fault of the first party; or (vii) takes corporate or other action in furtherance of any of the aforesaid purposes; or

3) The party providing such notice having Cause (after the expiration of the relevant cure period).

c. Mutual consent of the parties to terminate this Agreement.

d. Authority shall have the right to terminate this Agreement for convenience without penalty upon 30 days prior written notice to Stiles.

e. Upon termination, the obligations of the parties hereto shall cease, provided that Stiles and Authority shall comply with the provisions hereof applicable in the event of termination and Stiles shall be entitled to receive all compensation which may be due to Stiles hereunder up to the date of such termination, and provided, further, that if this Agreement terminates for cause, the parties shall have such other remedies as may be available at law or in equity

**5.B. Stiles' Obligations After Termination.** Upon the termination of this Agreement, Stiles shall have the following duties:

a. Stiles shall deliver to Authority, or its designee, all transferable or assignable books and records with respect to the Property, and execute any and all reasonable documents necessary to transition control of the Property and the management thereof to Authority.

b. Stiles shall transfer or assign to Authority, or its designee, all transferable or assignable service contracts and personal property relating to or used in the operation and maintenance of the Property, except personal property paid for and owned by Stiles. Stiles shall also, for a period of sixty (60) days immediately following the date of such termination, make itself available to consult with and advise Authority, or its designee, regarding the operation, maintenance and leasing of the Property.

c. Stiles shall render to Authority an accounting of all funds of Authority in its possession and shall deliver to Authority a statement of compensation claimed to be due Stiles and shall cause funds of Authority held by Stiles relating to the Properties to be paid to Authority or its designee.

d. All provisions of this Agreement that require Stiles to have insurance, or to protect, defend, save, hold harmless and indemnify or to reimburse Authority shall survive any expiration or termination of this Agreement and, if Authority is or becomes involved in any claim, proceeding or litigation by reason of having been Authority, such provisions shall apply as if this Agreement were still in effect.

e. Stiles shall furnish all such information and take all such action as Authority shall require effectuating an orderly and systematic termination of Stiles' duties and activities under this Agreement. Stiles hereby grants a limited power of attorney to Authority to endorse any checks received in connection with the Property and hereby assigns to Authority effective upon the date of such termination any and all rights Stiles may have in and to the Property's records.

5.C. **Authority's Obligations Upon Termination.** Authority shall pay or reimburse Stiles for any undisputed sums of money due it under this Agreement for services and expenses incurred prior to termination of this Agreement.

## VI. COVENANTS AND WARRANTIES

6.A. Stiles covenants and warrants that:

a. Stiles is qualified to manage the Property and perform the services assumed hereunder has, and will have at the relevant time the resources, capacity, expertise, ability, know-how and personnel to provide the services in the manner required under this Agreement;

b. Stiles has all rights necessary to provide the services it is obligated to provide under this Agreement;

c. All reporting and invoicing for services will be compatible with and integrate with Authority's systems as communicated between the parties;

d. Stiles shall require any subcontractors to implement, at their own cost and expense, appropriate internal controls including an SAS 70 audit or similar internal audit report;

e. Stiles' services provided under this Agreement will not infringe the intellectual property rights of any other person;

f. Stiles will supply the services promptly, diligently and professionally, in accordance with the highest professional standards and practices;

g. The services will be fit for the purposes and meet the criteria set out in the Reporting Requirements;

h. Stiles shall make no warranties to third parties with regard to the Property or Authority without the prior express written consent of Authority;

i. Stiles shall keep confidential all nonpublic information that comes into Stiles' possession with respect to Authority and shall not disclose such information to any third parties without the prior express written consent of Authority;

j. Stiles is duly licensed as a real estate broker in the State of Florida;

- k. Stiles will:
  - 1) efficiently use the resources or services necessary to provide the services;
  - 2) perform the services in the most cost-effective manner consistent with the required level of quality and performance;
- l. Stiles will not without the express prior written consent of Authority:
  - 1) convey or otherwise transfer, pledge or encumber any property or other asset of Authority;
  - 2) retain attorneys, accountants or other consultants on behalf of Authority;
  - 3) institute or defend lawsuits or other legal proceedings on behalf of Authority;
  - 4) execute or terminate leases;
  - 5) pledge the credit of Authority;
  - 6) obligate Authority for the payment of any fee or commissions to any real estate agent or broker;
  - 7) borrow money or execute any promissory note or other obligation or mortgage, deed of trust, security deed, security agreement or any other encumbrance in the name of or on behalf of Authority;
- m. Stiles' signing, delivery and performance of this Agreement will not constitute:
  - 1) a violation of any judgment, order or decree;
  - 2) a default under any contract by which it or any of its assets are bound; or
  - 3) an event that would, with notice or lapse of time, or both, constitute such a default;
- n. Stiles has the requisite power and authority to enter into this Agreement and to carry out the obligations contemplated by this Agreement;
- o. Stiles represents that it is and will continue to be an Equal Opportunity Employer;
- p. Stiles represents and warrants that (a) Stiles and each person or entity owning an interest in Stiles is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), and (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (b) none of the funds or other assets of Stiles constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), (c) no Embargoed Person has any interest of any nature whatsoever in Stiles (whether directly or indirectly), (d) none of the funds of Stiles have been derived from any unlawful activity with the result that the investment in Stiles is prohibited by law or that the Agreement is in violation of law, and (e) Stiles has implemented procedures, and will consistently

apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Stiles is prohibited by law or Stiles is in violation of law; and

q. Stiles covenants and agrees (a) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (b) to immediately notify Authority in writing if any of the representations, warranties or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Stiles has a reasonable basis to believe that they may no longer be true or have been breached, (c) not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Authority under the Agreement and (d) at the request of Authority, to provide such information as may be requested by Authority to determine Stiles' compliance with the terms hereof. Stiles hereby acknowledges and agrees that Stiles' inclusion on the List at any time during the term of the Agreement shall be a material default of the Agreement, and this Agreement shall automatically terminate. Notwithstanding anything hereunder to the contrary, Stiles shall take commercially reasonable efforts not to permit the Property or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Property by any such person or entity shall be a material default of the Agreement.

## VII. MISCELLANEOUS

7.A. **Notices.** All notices, approvals, consents and other communications hereunder shall be in writing, and, except when receipt is required to start the running of a period of time, shall be deemed given and received when delivered in person or on the second (2nd) business day after its mailing by either party by registered or certified United States mail, postage prepaid and return receipt requested, to the other party, at the addresses set forth after their respective name below or at such different addresses as either party shall have theretofore advised the other party in writing in accordance with this section.

Authority: Greater Orlando Aviation Authority  
Attention: Yovannie Rodriguez, Esq.  
One Jeff Fuqua Boulevard  
Orlando, Florida 32827

Copy to: Rumberger Kirk & Caldwell, P.A.  
Attention: Daniel Gerber, Esq.  
300 South Orange Avenue  
Orlando, Florida 32801

Stiles: Stiles Corporation  
Attention: Chris M. Rotolo

301 East Las Olas Blvd., 2<sup>nd</sup> Floor  
Fort Lauderdale, FL 33301

Copy to: Stiles Property Management  
Attention: Rachel Sardenga  
1900 Summit Tower Blvd., Suite 240  
Orlando, FL 32810

7.B. **Governing Law; Venue; Waiver of Jury Trial.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and any action brought to enforce the agreements made hereunder or any action which arises out of the relationship created hereunder shall be brought exclusively in the federal or state courts for Orange County, Florida. The parties expressly waive their right to a jury trial. The prevailing party shall be entitled to be paid its reasonable attorneys' fees and costs.

7.C. **Assignment; Subcontracting.** Stiles may not assign this Agreement either directly or indirectly without the prior written consent of Authority, in its sole discretion. Authority shall have the right to assign this Agreement with 90 days prior written notice to Stiles.

7.D. **No Waiver.** The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Agreement, shall not constitute a waiver thereof for the future.

7.E. **Amendments.** This Agreement may be amended only by an instrument in writing signed by the party against whom enforcement of the amendment is sought.

7.F. **Headings.** The headings of the various subdivisions of this Agreement are for reference only and shall not define or limit any of the terms or provisions hereof.

7.G. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all parties reflected thereon as the signatories.

7.H. **Entire Agreement.** This Agreement contains the entire understanding and all agreements between Authority and Stiles respecting the management of the Property. There are no representations, agreements, arrangements or understandings, oral or written, between Authority and Stiles relating to the management of the Property that are not fully expressed hereunder.

7.I. **Independent Contractor.** Stiles and Authority shall not be construed as joint venturers or owners of each other pursuant to this Agreement, and neither shall have the power to bind or obligate the other except as set forth hereunder. In all respects, the status of Stiles to Authority under this Agreement is that of an independent contractor. It is expressly understood and agreed that payments hereunder shall be payments by Authority to Stiles as an independent contractor and not as an employee, partner or joint venture of Authority.

7.J. **No Interest in Real Property.** This Agreement shall not be deemed at any time to be an interest in real estate or a lien of any nature against the Property.

7.K. **No Third-Party Rights.** Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except for (a) such rights as shall inure to a successor or permitted assignee pursuant to this Agreement, (b) such rights as Stiles Indemnified Parties shall have hereunder, and (c) such rights as the Authority Indemnified Parties shall have hereunder.

7.L. **Severability.** The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

7.M. **Interpretation.** This Agreement shall be deemed to have been drafted jointly by the parties, and therefore no provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by reason of such party having, or being deemed to have, drafted, devised, or imposed such provision.

7.N. **Subordination.** This Agreement, and any and all rights of Stiles hereunder, are and shall be subject and subordinate to any financing (now or in the future as applicable) respecting the Property (or any portion thereof) (collectively, the "Property Financings"), and any leases with respect to the Property or any portion thereof, and all renewals, extensions, modifications, consolidations and replacements thereof, and to each and every advance made or hereafter to be made under any such property financings or leases. This section shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Stiles shall promptly execute, acknowledge and deliver any instrument that Authority, the landlord under any of the leases or the holder of any such Property Financings or the trustee or beneficiary of any deed of trust or any of their respective successors in interest may reasonably request to evidence such subordination. At any time and from time to time, upon not less than ten (10) business days prior notice from Authority, the certifying party shall furnish to the requesting party, or a designee thereof, an estoppel certifying that this Agreement is unmodified and in full force and effect (or that this Agreement is in full force and effect as modified and setting forth the modifications), the date to which Stiles has been paid hereunder, that to the knowledge of the certifying party, no default or an event of default has occurred and is continuing or, if a default or an event of default shall exist, specifying in reasonable detail the nature thereof and the steps being taken to remedy the same, and such additional information as the requesting party may reasonably request. Any subordination or estoppel furnished pursuant to this section may be relied upon by Authority, and its affiliates, lenders, and any prospective landlord or lender of the Property or any portion thereof. Stiles shall not unreasonably withhold its consent to any amendment to this Agreement reasonably required by such lender or lessor, provided that such amendment does not (i) increase Stiles' financial obligations hereunder, or (ii) have a material adverse effect upon Stiles' rights hereunder, or (iii) materially increase Stiles' non-economic obligations hereunder.

7.O. **FAA Required Contract Provisions.** The FAA Required Contract Provisions attached hereto as Exhibit C is hereby incorporated hereunder by reference and is made a part of

this Agreement. In the event that any terms in this Agreement conflicts with the FAA Required Contract Provisions, the FAA Required Contract Provisions shall control.

**7.P. Penalties for Non-performance.** In the event that Stiles fails to comply with the terms outlined in this Agreement or in the Reporting Requirements, Authority may seek any remedy allowed at law or in equity. Any fee, late charge or penalty due to a third party and incurred from Stiles' non-performance, shall be paid by Stiles.

**7.Q. Stiles Acknowledgments.** Stiles acknowledges that Authority is a Florida governmental entity, and therefore, is subject to public records laws. Stiles shall promptly provide Authority with a copy of any request to inspect or copy public records in possession of Stiles at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as amended, or as otherwise provided by law. Failure to grant public access or otherwise comply with Authority's request for records shall be grounds for immediate termination of this Agreement by Authority as termination for cause. Failure to provide the public records to Authority within a reasonable time may also subject Stiles to penalties under Section 119.10, Florida Statutes. If a civil action is filed against Stiles or Authority to compel product of public records relating to this Agreement, Stiles will be solely responsible and liable for its attorney's fees and costs and any resulting damage. IF STILES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO STILES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, STILES MUST CONTACT AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS, WHO CAN BE REACHED AT (407) 825-2032, [PUBLICRECORDS@GOAA.ORG](mailto:PUBLICRECORDS@GOAA.ORG), OR "GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS" OF JEFF FUQUA BOULEVARD, ORLANDO, FLORIDA 32827.

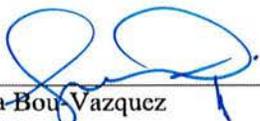
**7.R. Authority's Insurance.** Stiles acknowledges and accepts Authority is a subdivision and/or district recognized by the laws of the State of Florida, and that the Authority is afforded sovereign immunity under Florida Statute 768.28, and as such, the Authority may elect to maintain self-insurance program or procure insurance which shall not waive any limitations afford the Authority. Authority agrees to extend additional insured status to Stiles throughout the Term of this Agreement (including any extensions or renewals) with coverages made available under a Commercial General Liability insurance policy covering property damage and bodily injury (including death) and including, coverage for premises and operations and products and completed operations, and contractual liability of not less \$2,000,000 per occurrence which limits may be satisfied with an umbrella or excess liability insurance policy. As an Agent of the Authority, Stiles is also afforded sovereign immunity under Florida Statute 786.28. Additional insured status shall apply to Stiles on a primary basis.

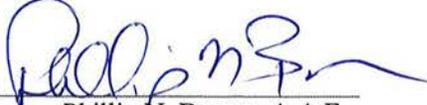
*[Remainder of Page Intentionally Left Blank – Signature Pages Follow]*

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

**ATTEST: OWNER:**

**GREATER ORLANDO AVIATION AUTHORITY**

By:   
Assistant Larissa Bou Vazquez  
Secretary

By:   
Phillip N. Brown, A.A.E.  
Chief Executive Officer

APPROVED AS TO FORM AND LEGALITY  
On the \_\_\_ day of January, 2021

**Rumberger/Kirk**

Approved as to Form

01/27/2021

for the use and reliance of the Greater Orlando  
Aviation Authority only.  
Rumberger, Kirk & Caldwell, P.A. General Counsel

By: \_\_\_\_\_  
Daniel J. Gerber, Esquire

**WITNESS:**

**STILES CORPORATION  
d/b/a STILES PROPERTY  
MANAGEMENT, a Florida  
Corporation**

  
Witness

By:   
Name: Chris M. Rotolo  
Title: President

**EXHIBIT A**  
**PROPERTY TO BE MANAGED BY STILES**

The property is described as the shopping center located at 4300-4360 E. Colonial Drive and 4600-4678 E. Colonial Drive, Orlando, Florida (the "Property"). The Property was constructed in 1985 and is comprised of two buildings. The East Building is located at 4600-4678 E. Colonial Drive and the West Building is located at 4300-4360 E. Colonial Drive, which together include 187,509 square feet of gross leasable area, on nearly 13.45 acres of land as depicted on this Exhibit A as Parcel E and F, as well as the four outparcels, depicted on this Exhibit A as Parcels A-D. Authority shall have the right to amend this Exhibit A and remove a given Parcel(s) by giving at least thirty (30) days prior written notice to Stiles.



SCHENKELSHULTZ

PROJECT:  
PARCELS  
JULY 20, 2016

COLONIAL PRINCEVADE

1 50 100  
SCALE: 1"=100'-0"

## **EXHIBIT B**

### **PROPERTY MANAGEMENT REPORTING**

#### **I. Monthly Report Timeline**

All reports are due by the end of the 7<sup>th</sup> day of the following month. In the case when a designated day does not fall on a business day, the activity is to occur on the next business day of the month.

#### **II. Monthly Property Management Report**

The Monthly Property Management Report is a narrative report summarizing the period's activity for the property. The Monthly Property Management Report is to include all monthly operating activity through the end of the preceding calendar month. The report shall include the following information:

1. Income & Expense Summary
2. Accounts Receivables – over 60 days and over \$10,000 per tenant with actions/recommendations
3. Occupancy & Activity Summary
4. Rollover Schedule
5. Marketing Efforts
6. Major Capital & Tenant Improvements
7. Facilities Maintenance Update (Major repairs/preventative maintenance projects)
8. General Property Management & Administrative Initiatives and Issues
9. Major Litigation Issues and Updates
10. Insurance and Real Estate Tax Issues
11. Ownership Issues
12. Extraordinary Expenditures
13. Detailed Capital Expenses
14. Major Repairs
15. Management Fee Calculation Reconciliation
16. Excess Cash Distribution Statement
17. Leasing Activity Report
18. Square Footage Reconciliation Report
19. Aged Delinquencies
20. Detailed Variance Analysis
21. Disbursements Report

### III. Monthly Financial Reporting Requirements

Submit the following monthly documents:

1. **Budget to Actual Variance Analysis:** The Budget to Actual Variance Analysis should include thorough explanations for all actual income and expense account balances which vary from the month-to-month budget by 10% or from the year-to-date budget by 5%.
2. **Trial Balances:** Stiles must provide trial balances providing monthly activity in addition to the applicable YTD balances for each reporting entity.
3. **Balance Sheet:** The Balance Sheet contains the year-to-date balances for all assets, liabilities and equity for an individual property.
4. **Income Statement:** The Income Statement Summary contains both actual and budgeted income and actual and budgeted expense information at the major account levels for both the current month and year-to-date.
5. **Bank Statement & Account Reconciliation:** The current month's operating bank statement and account reconciliation for the operating accounts must be included in the monthly reporting package. Each bank account must have its own reconciliation.
6. **Fixed Asset Additions:** Detail of fixed asset additions from the prior month will be reviewed for tax purposes.
7. **Profit & Loss Statements:** P&L statement actual vs. budget detail should be compared on a monthly and year-to-date basis.
8. **Tenant Income Detail:** The Tenant Income Detail shows the beginning accounts receivable balance, current month's charges, amounts collected by type of income, and the ending accounts receivable balance. The end-of-month balance column should show any prepaid or delinquent accounts. The ending balance for the month should always be carried forward to the following month's report as the beginning balance.
9. **Aged Accounts Receivable Report:** The Aged Accounts Receivable Report includes all delinquent receivables categorized by number of days past due. This should be reconciled to the end-of-month balance on the Tenant Income Detail. Balances should not include security deposits. The report should include comments regarding attempts to collect and should include commentary for any balances greater than \$10,000 that are also 60 days aged and all balances that are 90 days aged.
10. **Doubtful Accounts:** In the event a reserve for doubtful accounts is established to fairly state the collection probability of receivables, a schedule is required which reconciles the reserve balance to the general ledger and provides tenant level detail and applicable comments.

11. **Write-off Request:** The Write-off Request verifies action was recommended by the Stiles to write-off accounts receivable amounts. A copy of the signed request should be submitted with the monthly accounting package when applicable. All write-off requests require Authority Board approval.
12. **Free Rent and Rental Abatements:** A schedule of all free rent or rental abatement activity should be included in the monthly accounting package. The accounting treatment and economics for such activity should be clearly explained.
13. **Check Register:** The check register contains a detail of all checks written for property expenditures during the current month.
14. **Expense Detail:** The Expense Detail shows the expenses paid during the month by expense account.
15. **Accounts Payable:** The Accounts Payable report represents invoices that have been received and recorded, but checks have not been issued. If necessary, please provide a reconciliation of this report to the general ledger account balances.
16. **Accrual Schedules:** Accrual schedules must be submitted in the monthly accounting package detailing the accrual entries made to the general ledger in the current month.
17. **Capital Expense:** A list of capital expenditures shall be recorded on a schedule and submitted with the Monthly Financial Reports package. Record in detail the monthly expenditures by project or tenant, as applicable.
18. **Security Deposits:** A list of security deposits, by tenant. Include a memo with the monthly accounting report summarizing the monthly activity of security deposits for the property (i.e., amounts received by tenant, amounts applied to income or outstanding receivable balances due to move outs, etc.).
19. **General Ledger:** Submit a General Ledger providing all detail activity and posted entries for the applicable reporting period.
20. **Invoices:** Provide copies of all invoices for lease commissions, tenant improvements and capital improvements.
21. **Accounting Period:** The accounting period cut-off day is the last day of each month. The monthly management report and supporting detail should be submitted to Authority no later than the 7<sup>th</sup> day of the following month.
22. **Consolidated Accounting:** Stiles will be responsible for consolidation of the property information in a form and format acceptable to Authority.

IV. Annual Reporting Requirements

1. **Annual Budget:** Budgets shall contain estimated monthly cash flows, a list and explanation of assumptions used in arriving at projected leasing activity and rates, expenses and capital expenditures. Budgets must be prepared on an accrual basis.
2. **Estimate of Deferred Maintenance & Capital Expenditure:** Stiles shall, for each calendar year, prepare and submit to Authority a proposed capital budget in a format approved by Authority for releasing expenses and the replacement, repair and maintenance of equipment or improvements of a capital nature on or about the Property.
3. **Operating Expense Reimbursement Reconciliations:** Stiles shall, for each calendar, year prepare and submit to Authority a schedule of operating expense reimbursement reconciliations for review.

## **EXHIBIT C**

### **FAA REQUIRED CONTRACT PROVISIONS**

#### **ACCESS TO RECORDS AND REPORTS**

Stiles must maintain an acceptable cost accounting system. Stiles agrees to provide Authority, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of Stiles which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Stiles agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of Stiles or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Authority will provide Stiles written notice that describes the nature of the breach and corrective actions Stiles must undertake in order to avoid termination of the contract. Authority reserves the right to withhold payments to Stiles until such time Stiles corrects the breach or Authority elects to terminate the contract. The Authority's notice will identify a specific date by which Stiles must correct the breach. Authority may proceed with termination of the contract if Stiles fails to correct the breach by the deadline indicated in Authority's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **GENERAL CIVIL RIGHTS PROVISIONS**

Stiles agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure 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 Stiles and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **GENERAL CIVIL RIGHTS PROVISIONS**

The tenant/lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure 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. If the tenant/lessee transfers its obligation to another, the transferee is obligated in the same manner as the tenant/lessee.

This provision obligates the tenant/lessee for the period during which the property is owned, used or possessed by the tenant/lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**Title VI Solicitation Notice:**

Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**Compliance with Nondiscrimination Requirements:**

During the performance of this contract, Stiles, for itself, its assignees, and successors in interest (hereinafter referred to as the "Stiles"), agrees as follows:

1. **Compliance with Regulations:** Stiles (hereunder includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are hereunder incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** Stiles, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Stiles will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Stiles for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Stiles of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** Stiles 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 the sponsor 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,

Stiles will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a Stiles' noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to Stiles under the contract until Stiles complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** Stiles will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Stiles will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Stiles becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Stiles may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Stiles may request the United States to enter into the litigation to protect the interests of the United States.

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

Stiles agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). Stiles agrees to report any violation to Authority immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Stiles must include this requirement in all subcontracts that exceeds \$150,000.

#### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, Stiles certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The tenant/lessee, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The tenant/lessee will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.

2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

### **DISADVANTAGED BUSINESS ENTERPRISES**

#### **Contract Assurance (§ 26.13) –**

Stiles or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Stiles shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by Stiles 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 Authority deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying Stiles from future bidding as non-responsible.

**Prompt Payment (§26.29) –** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (30) days from the receipt of each payment the prime contractor receives from Authority. The prime contractor agrees further to return retainage payments to each subcontractor within seven (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both DBE and non-DBE subcontractors.

### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, Authority encourages Stiles to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Stiles must include the substance of this clause in all sub-tier contracts exceeding

\$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

## **ENERGY CONSERVATION REQUIREMENTS**

Stiles and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

## **FEDERAL FAIR LABOR STANDARDS ACT**

All contracts and subcontracts that result from this solicitation 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.

Stiles has full responsibility to monitor compliance to the referenced statute or regulation. Stiles must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, Stiles certifies that with respect to this solicitation and any resultant contract, Stiles –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

Stiles must provide immediate written notice to Authority if Stiles learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Stiles must require subcontractors provide immediate written notice to Stiles if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Stiles agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. Stiles may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that Stiles or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through Authority cancellation of the contract or subcontract for default at no cost to Authority or the FAA.

#### **CERTIFICATION REGARDING LOBBYING**

Stiles certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of Stiles, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Stiles shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **OCCUPATIONAL SAFETY AND HEALTH ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Stiles must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Stiles retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Stiles 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.

### **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

Stiles must complete the following two certification statements. Stiles must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark () in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### **Certifications**

Stiles represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Stiles represents that it is (  ) is not (  ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### **Note**

If Stiles responds in the affirmative to either of the above representations, Stiles is ineligible to receive an award unless Authority has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. Stiles therefore must provide information to Authority about its tax liability or conviction to Authority, who will then

notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

Authority may, by providing at least (30) days advanced written notice to Stiles, terminate this Agreement for its convenience and without cause or default on the part of Stiles. Upon termination, except as explicitly directed by Authority, Stiles must immediately discontinue all services affected.

Upon termination of the Agreement, Stiles must deliver to Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by Stiles under this contract, whether complete or partially complete. Authority agrees to make just and equitable compensation to Stiles for satisfactory work completed up through the date Stiles receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Authority further agrees to hold Stiles harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Authority:** The Authority may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Authority approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, Stiles must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, Stiles must deliver to Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Authority agrees to make just and equitable compensation to Stiles for satisfactory work completed up through the date Stiles receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Authority further agrees to hold Stiles harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, Authority determines Stiles was not in default of the Agreement, the rights and obligations of the parties shall be the same as if Authority issued the termination for the convenience of Authority.

b) **Termination by Stiles:** Stiles may terminate this Agreement in whole or in part, if Authority:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to Stiles in accordance with the terms of this Agreement;
3. Suspends the Project for more than one hundred and eighty (180) days due to reasons beyond the control of Stiles.

Upon receipt of a notice of termination from Stiles, Authority agrees to cooperate with Stiles for the purpose of terminating the agreement or portion thereof, by mutual consent. If Authority and Stiles cannot reach mutual agreement on the termination settlement, Stiles may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon Authority's breach of the contract.

In the event of termination due to Authority breach, Stiles is entitled to invoice Authority and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by Stiles through the effective date of termination action. Authority agrees to hold Stiles harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), Stiles 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 USC 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.