



HILLSBOROUGH COUNTY AVIATION AUTHORITY

PROPERTY MANAGEMENT SERVICES CONTRACT

Parties And Addresses:

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HILLSBOROUGH COUNTY
AVIATION AUTHORITY
PROPERTY MANAGEMENT SERVICES CONTRACT

1.	Introduction.....	4
2.	Definitions	4
3.	Scope of Services.....	7
4.	Term	8
5.	Fees and Payments	9
6.	Taxes.....	13
7.	Ownership of Documents	13
8.	Quality Assurance.....	13
9.	Default, Remedies, and Termination Rights	14
10.	Indemnification	15
11.	Accounting Records/Audit Requirements	17
12.	Company Insurance.....	18
14.	Takeover of Services	21
15.	Non-Discrimination	21
16.	Woman and Minority-Owned Business Enterprise.....	24
17.	Authority Approvals	26
18.	Data Security	26
19.	Dispute Resolution	26
20.	Non-Exclusive Rights	28
21.	Waiver of Claims.....	28
22.	Laws, Regulations, Ordinances, and Rules.....	28
23.	Chapter 119, Florida Statutes Public Records Law.....	29
24.	Contract Made in Florida	29
25.	Notices and Communications	30
26.	Subordination of Contract.....	31
27.	Subordination to Trust Agreement	31
28.	Assignment and Subcontracting	32
29.	Badging and Security Requirements.....	32
30.	Applicable Law and Venue	33
31.	Scrutinized Companies	33
32.	Relationship of the Parties	33
33.	Right to Amend	33
34.	Time is of the Essence.....	34
35.	Non-Disclosure	34
36.	Waivers	35
37.	Americans with Disabilities Act.....	35
38.	E-Verify Requirement	35

39.	FAA Approval	36
40.	Agent for Service of Process	36
41.	Invalidity of Clauses.....	36
42.	Severability	37
43.	Headings.....	37
44.	Signatures.....	37
45.	Public Entity Crime	37
46.	Miscellaneous.....	37
47.	Organization and Authority to Enter into Contract.....	37
48.	Order of Precedence	38
49.	Contract Changes	38
50.	Complete Contract	39

Exhibits:

- A - Scope of Services
- B - Schedule of Property Personnel
- C - Management Fee
- D - Scrutinized Company Certification
- E - Affidavit of Compliance with Anti-Human Trafficking Laws

1. Introduction

This Property Management Services Contract (Contract) is made and entered into this 5th day of September 2024 between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (Authority), and Avison Young Property Management (USA) LLC, an Illinois limited liability company, authorized to do business in the State of Florida (Company), (collectively hereinafter referred to as the Parties).

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

2. Definitions

The following terms will have the meanings as set forth below:

2.1 Accounts Payable

The unit within Authority Finance Department that deals with accounts payable.

2.2 Airport

Tampa International Airport.

2.3 Approved Budget

The annual budget submitted by Company and approved in writing by Authority.

2.4 Base Rent

Minimum monthly rent due pursuant to a Lease, not inclusive of expense reimbursements, other rent, or percentage rent (if applicable) which a Tenant may be obligated to pay.

2.5 Board

The Hillsborough County Aviation Authority Board of Directors.

2.6 CEO

The Hillsborough County Aviation Authority Chief Executive Officer.

2.7 Commencement Date

Company will begin providing Services on October 1, 2024.

2.8 Contract Documents

The following documents are a part of this Contract and are hereby incorporated by reference: the terms and conditions as contained in this Contract; Invitation to Negotiate (ITN) for Property Management Services, and any subsequent information submitted by Company during the evaluation process.

2.9 Contract Year

(a) With respect to the first year of this Contract, the period commencing on, October 1, 2024 and continuing through December 31, 2025. b) With respect to subsequent years of this Contract, each consecutive twelve-month period thereafter.

2.10 Director of Commercial Real Estate

Authority contact person responsible for notifying Company regarding required Services and Company's primary contact for all Services under this Contract.

2.11 FAA

The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.

2.12 General Manager

The individual designated by Company to exclusively manage and oversee the performance of Services under this Contract.

2.13 Gross Monthly Collected Receipts

All revenues and receipts of every kind and nature derived from the operation of the Property and actually collected by Company or Authority during a specified period, calculated on a cash basis, including, without limitation, Base Rent, percentage rent, additional rent, Lease buyouts accepted by Authority, and utility charges, excluding: (a) security deposits or other deposits (until such deposits are applied to rents); (b) interest on monies in bank accounts for the operation of the Property; (c) proceeds from the sale or financing of the Property; (d) insurance proceeds received from any insurance policies other than rent loss; (e) rent paid more than thirty (30) days in advance of the due date, until the month in which such payments are to apply as rental income; (f) lump sum amounts paid by a Tenant for Tenant improvements; (g) proceeds of loans or capital contributions from Authority; (h) amounts received on account of abatement, reduction, or refund of taxes; (i) any taxes on rents paid by Tenants; (j) any trade discounts and rebates received in connection with the purchase of personal property; and (k) any amounts attributable to repayment of loans by Authority to any Tenant for which a separate loan amortization schedule is provided.

2.14 Lease

Agreement between Tenant and Authority for space located within the Property in exchange for periodic payment.

2.15 Management Fee

Fee paid to Company by Authority for Services.

2.16 Non-Lease Contract

A contract between the Authority and a party that does not have provisions for the leasing of space.

2.17 Personnel

Individuals who are directly employed or contracted by Company to perform the Services at the Property.

2.18 Property

SkyCenter, located at 5411 SkyCenter Dr, Tampa, Florida, 33607.

2.19 Property Documents

All Leases, Non-Lease Contracts, recorded covenants, conditions and restrictions, restrictive contracts, easements, license contracts, and other similar documents directly affecting the management of the Property, all insurance requirements, and any other document provided by Authority to Company relating to the Property.

2.20 Property Manager

Company's representative responsible for coordinating and overseeing Property to include, but not be limited to, monitoring, interpreting and overseeing the Services with regard to the quality performed, the manner of performance, and Authority and customer satisfaction with performance levels.

2.21 Services

The services as detailed in Exhibit A, Scope of Services.

2.22 Tenant

Company who has entered into a Lease with the Authority that grants privileges to space located at Property.

2.23 Tenant Rent

Rents received from Tenant(s) for occupancy of an assigned area within the Property.

2.24 Term

September 5, 2024 through December 31, 2027, with five (5) one-year renewal options at the sole discretion of the CEO.

2.25 TSA

The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

2.26 Transition Period

A period of not more than three (3) months following the expiration date of this Contract.

2.27 Triple Net

Payment arrangement where Tenant pays all expenses including, but not limited to, real estate taxes, building insurance, and maintenance.

2.28 Vendor

Any third-party contractor, vendor, supplier, materialman, consultant, engineer, architect, or independent contractor engaged by the Authority to provide Services to the Authority or Property.

3. Scope of Services

3.1 Scope

Company agrees to provide the Services as set forth in Exhibit A, Scope of Services.

3.2 Authority's Contact Person

Authority's Director of Commercial Real Estate or designee will be responsible for notifying Company regarding required Services and will be Company's primary contact for all Services under this Contract.

3.3 Company's Project Manager

Company has designated Fred Nalls as the individual to be responsible for the overall Services (General Manager). The General Manager will be responsible for ensuring that all Services are

provided as outlined in the Scope of Services and will be Company's primary contact for all Services under this Contract.

Company must not remove such Property Manager from providing the Services contemplated by this Contract; provided, however, that the removal of such Property Manager due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of the Contract. Authority will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the Property Manager being replaced. Company will not make any Personnel changes until written notice is made to and approved by Authority's Contact Person.

4. Term

4.1 Effective Date

This Contract will become effective upon execution by Company and approval and execution by Authority. This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

4.2 Term

The Term of this Contract commences on September 5, 2024 and will continue through December 31, 2027 unless terminated earlier as provided herein.

4.3 Commencement of Fees and Charges

All fees and charges hereunder will commence on October 1, 2024 and will continue for the Term of this Contract.

4.4 Renewal Option

This Contract may be renewed at the same terms and conditions hereunder for five (5), one-year periods at the discretion of the CEO. Such renewal will be effective by issuance of a written letter to Company by the CEO. If all such renewals are exercised, this Contract will have a final termination date of December 31, 2032.

4.5 Early Termination

Authority may terminate this Contract, without cause, by giving thirty (30) days written notice to Company. Company may terminate this Contract, without cause, by giving one hundred twenty (120) days written notice to Authority.

4.6 Duties Upon Termination

Upon termination of this Contract for any reason, Company will cooperate with Authority to accomplish an orderly transfer of the operation and management of the Property to a party designated by Authority and deliver to Authority (and to any other party as designated by Authority) the following with respect to the Property:

- A. A final accounting, reflecting the balance of income and expenses on the Property as of the date of termination to be delivered within thirty (30) days after such termination;
- B. All original books and records, contracts, Leases, receipts for deposits, unpaid bills, on and offsite inventory, data for all information related to the Property in the Company's computer database (or computer diskettes which may be accessed without the use of a special code word or password), and other papers or documents which pertain to the Property to be delivered upon the date of termination;
- C. All payments, invoices, notices, or other communication or delivery received by Company with respect to the Property; and
- D. A list of all contracts (whether service contracts, supply contracts, or otherwise) affecting the Property.

5. Fees and Payments

5.1 Not-to-Exceed

The total amount payable under this Contract will be subject to the amount approved by the Board. Authority will provide written notice to Company of the amount approved and any revised amount thereafter.

5.2 Payment of Fees and Charges

All fees and charges hereunder will commence on October 1, 2024 and will continue through the Term of the Contract.

5.3 Payment

As compensation for operating, managing, and maintaining the Property, the Company will be paid as outlined below, excluding any commissions or compensation for leasing matters. Payment will be paid in arrears on a monthly basis.

A. Management Fee. Authority agrees to pay Company a Management Fee during the Term of this Contract in accordance with the attached Exhibit C. Company agrees to accept such Management Fee as compensation for the Services to be rendered under this Contract. The Management Fee shall be payable monthly in arrears. In the event the Commencement Date or termination date occurs on a day other than on the first or last day of a month, respectively, the Management Fee shall be prorated.

Employee's Salaries. Authority agrees to reimburse Company for the gross cost of the salaries, wages, and other compensation of the Property Personnel as provided in Exhibit B, Schedule of Property Personnel, and such reimbursement shall include associated payroll taxes, insurance, workers' compensation, life, disability, medical and health insurance, pension plans, retirement plans, accrued vacation, and customary severance pay, if any, due to such employees upon termination, Social Security taxes, FICA, unemployment and other employment taxes, and other benefits afforded Company's employees, all to the extent shown on Exhibit B, Schedule of Property Personnel and included in the Approved Budget.

B. Management Office. If Authority and Company deem it necessary, Authority may provide adequate space at the Property for a management office, in which event Authority shall pay all approved expenses related to such management office, including, but not limited to, furnishings, equipment, computers, postage and office supplies, electricity, internet, connectivity, and other utilities, and telephone exclusively used by Company in the management of the Property, to the extent included in the Approved Budget.

C. Expenses. All reasonable and associated expenses incurred by Company in the performance of its obligations under this Contract that are described as reimbursable in this Contract will be reimbursed by Authority as direct building operating expenses if approved in advance by the Authority. Per the Approved Budget, all maintenance and operating expenses, including expenses of repairs, replacements, public services, utilities, taxes, sewer, water, license and inspection fees including supplemental preventive maintenance and service software, insurance, legal, accounting, lease administration license fees, copying costs, messenger and overnight delivery charges, telephone and cell phone charges, uniform costs, signage costs, costs of supplies, and such other similar costs and charges, reasonably incurred in connection with the management and operation of the Property, to the extent shown on the Approved Budget, constitute expenses to be paid by or reimbursed by Authority. Company will use its best efforts to use the Authority's tax exemption for any reimbursable expense. If sales tax must be paid, Authority will reimburse Company for any sales tax incurred as part of a reimbursable expense.

D. Construction Management Fee. From time to time the Authority may ask Company to oversee Tenant improvement projects. The scope may vary from project to project but may include but not limited to:

1. Review of initial plans;
2. Periodic inspections of the Tenant improvement construction; and/or
3. Review of final invoices for Tenant improvement allowance.

The Authority and Company will agree on scope and price prior to Company beginning work on a project. The fee will be paid monthly on a percentage completed basis.

5.4 Non-Reimbursable Expenses

Non-Reimbursable Expenses are hereby defined as the following expenses which are specifically excluded from the Approved Budget and will be provided by Company without reimbursement from Authority (Non-Reimbursable Expenses are deemed included in the Management Fee):

- A. Salaries, costs, and expenses related to legal services, offsite or indirect audit, accounting, administrative, design, engineering, bookkeeping, executive Personnel of Company, or any home office employee.
- B. The cost of licenses, permits, and fees required for Company to conduct business pursuant to existing Federal, State, county or city statute, ordinance, rule or regulation.
- C. Internal accounting and audit costs.
- D. Home office travel or accommodation, home office telephone/communication expenses, home office computer equipment, home office entertainment, and home office general office expenses, as well as any travel and entertainment of local Personnel.
- E. The cost of any and all penalties and fines paid by Company and its Personnel.
- F. The cost or expenses of Company's legal representation.
- G. The cost of any and all guarantees, bonds, or letters of credit, broker fees, and the cost of the insurance requirements including any deductibles, except as specifically provided for as a reimbursable expense.
- H. Financing costs associated with Company's working capital.
- I. Damages payable in accordance with the terms of this Contract.
- J. Costs arising or resulting from negligence, disregard, neglect, failure, carelessness or inattention by Company or Company's Personnel, employees or agents.
- K. Company's cost of funds necessary to pay operating expenses prior to reimbursement by Authority.
- L. The cost of any payments made by Company to Authority related to the Indemnification Article of this Contract.
- M. Federal, State, and local income, personal and applicable sales use and personal property taxes incurred by Company or its agents, Personnel, and employees in Company's operations.
- N. Any late payments or interest charges incurred.
- O. Long distance telephone charges not directly related to Services provided under this Contract, including long distance telephone charges between the local and home/corporate office and personal calls.

- P. The cost of cellular telephones and communications made by cellular telephones not directly assigned to the Property.
- Q. Start up and transition costs related to the commencement of operations under this Contract.
- R. Any fees associated with the replacement of lost badges.
- S. Any operating expense not included above as a reimbursable expense and not approved in writing by Authority.

5.5 Payment of Bills Related to Property

Authority will pay all bills which are related to the Property promptly and when due, provided that the invoices are received and approved by Company for accuracy within two (2) business days of receipt and forwarded to payables@tampaairport.com so as to ensure prompt payment.

5.6 Requisitions, Purchase Orders and Payments

Company will procure Leases related to the operation and maintenance of the Property in accordance with Exhibit A, Scope of Services, Paragraph 8, Contracts and Supplies. Once a Vendor or supplier is identified, Company will confirm that all Vendors or suppliers will be registered in the Authority's Oracle EBS platform and provide to Authority all required information to include Vendor or supplier name, certificate of insurance, quote or invoice, and a total budget amount. Once all required information is received by Authority, a requisition will be requested in the Authority's system. Upon approval of the requisition, the Authority will create a purchase order to be used for the Vendor or supplier. When invoices are received, Company will review the invoice for accuracy and submit it to the Authority for payment at Payables@TampaAirport.com, noting the date the invoice was received, purchase order number to include line number, if applicable, and Company's representative who is approving the invoice. The Authority will process the invoice and make payment directly to the Vendor or supplier.

- A. For incidental purchases less than \$500, Company will make the purchase directly, submit for reimbursement, and be reimbursed directly by the Authority.

5.7 Invoices

Invoices required by this Contract will be created and submitted by Company to Authority Finance Department via email to Payables@TampaAirport.com in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, and purchase order number.

5.8 Payment Method

Company will receive electronic payments via Automated Clearing House (ACH), ePayables, or Purchasing Card (PCard). Information regarding the electronic payment methods and processes

including net terms is available on Authority website at www.TampaAirport.com > Business & Community > Business Opportunities > Supplier Resources > Electronic Payment Methods. Authority reserves the right to modify the electronic payment methods and processes at any time. Company may change its selected electronic payment method during the Term of this Contract in coordination with Accounts Payable.

In accordance with Florida Statute Section 501.0117, companies that accept credit cards as a valid form of payment are prohibited from imposing a surcharge.

5.9 Payment When Services Are Terminated at the Convenience of Authority

- A. In the event of termination of this Contract for the convenience of Authority, Authority will compensate Company as listed below; however, in no event shall Company be entitled to any damages or remedies for wrongful termination.
1. All Services performed prior to the effective date of termination; and
 2. Expenses incurred by Company in effecting the termination of this Contract as approved in advance by Authority.

6. Taxes

All taxes of any kind and character payable on account of the Services furnished and work done under this Contract will be paid by Company. The laws of the State of Florida provide that sales tax and use taxes are payable by Company upon the tangible personal property incorporated in the work and such taxes will be paid by Company. Authority is exempt from all State and Federal sales, use, and transportation taxes.

7. Ownership of Documents

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics made by Company or its employees specifically and exclusively for the performance of the Services to Authority will be and remain the property of Authority. Notwithstanding, the foregoing shall not apply to materials, technologies, or other proprietary material that: (a) was rightfully in Company's possession prior to the Effective Date of this Contract, or (b) is or was independently developed by Company for its general business use.

8. Quality Assurance

Company will be solely responsible for the quality of all Services furnished by Company, its employees and/or its subcontractors under this Contract. All Services furnished by Company, its employees and/or its subcontractors must be performed in accordance with best management practices and best professional judgment, in a timely manner, and must be fit and suitable for the purposes intended by Authority. Company's Services and deliverables must conform with all applicable Federal and State laws, regulations, and ordinances.

9. Default, Remedies, and Termination Rights

9.1 Events of Default

Company will be deemed to be in default of this Contract upon the occurrence of any of the following:

- A. The failure or omission by Company to perform its obligations under this Contract or the breach of any terms, conditions and covenants required herein.
- B. The conduct of any business or performance of any acts at the Property not specifically authorized in this Contract, failure to perform any of the provisions of this Contract, or any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) days of receipt by Company of Authority written notice to cease said business or acts.
- C. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- D. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- E. Company's violation of Florida Statute Section 287.133, concerning criminal activity on contracts with public entities.

9.2 Authority Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) days' notice by Authority and Company's failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Contract and, in accordance with law, Company will remain liable for all payments or other sums due under this Contract and for all damages suffered by Authority because of Company's breach of any of the covenants of this Contract; or
- B. Treat this Contract as remaining in existence, curing Company's default by performing or paying the obligation which Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable as well as interest thereon, from the date such fees or charges became due to the date of payment, at twelve percent (12%) per annum or to the maximum extent permitted by law; or
- C. Declare this Contract to be terminated, ended, null and void.

No waiver by either party at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by the other party. No notice by either party will be required to restore or revive time is of the essence hereof after waiver by the other party or default in one or more instances. No option, right, power, remedy, or privilege of either party will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to either party by this Contract are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Contract or provided by law. No act or thing done by either party or their respective agents or employees during the Term will be deemed an acceptance of the surrender of this Contract, and no acceptance of surrender will be valid unless in writing.

10. Indemnification

A. To the maximum extent permitted by Florida law, in addition to the Company's obligation to provide pay for and maintain insurance as set forth elsewhere in this Contract, the Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and dispute resolution costs) caused in whole or in part by the:

1. presence on, use or occupancy of Authority property;
2. acts, omissions, negligence, intentional wrongful willful misconduct, or fraud by Company in its performance of the Services;
3. breach of the terms of this Contract;
4. performance, non-performance or purported performance of this Contract;

5. violation of any law, regulation, rule, order, decree, ordinance, Federal directive or Federal circular by Company in the performance of the Services; and/or
 6. infringement of any patent, copyright, trademark, trade dress or trade secret rights.
- B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, liens, expenses, losses, costs, royalties, fines, attorneys' fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the:
1. presence on, use or occupancy of Authority property;
 2. acts, omissions, negligence, intentional wrongful willful misconduct, or fraud by Company in its performance of the Services;
 3. any breach of the terms of this Contract;
 4. performance, non-performance or purported performance of this Contract;
 5. violation of any law, regulation, rule, order, decree, ordinance, Federal directive, Federal circular or ordinance by Company in its performance of the Services; and/or
 6. infringement of any patent, copyright, trademark, trade dress or trade secret rights by the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder. This duty to defend obligation does not apply, and shall be construed to exclude, any and all claims caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, or volunteers.
- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company (excluding Vendors) in the performance of this Contract.
- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against Company, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.

F. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Contract (excluding Vendors). This indemnification in this paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

H. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.

I. If the above Articles A - H or any part of Articles A – H are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

11. Accounting Records/Audit Requirements

11.1 Books and Records

In connection with payments to Company under this Contract, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Company will maintain such books and records for five years after the end of the Term of this Contract. Records include, but are not limited to, books, documents, papers, records, research and work orders related to this Contract. Company will not destroy any records related to this Contract without the express written permission of the Authority.

11.2 Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the Term of this Contract or within three years after the end of this Contract, the Authority, FAA, Federal Highway Administration, FDOT, FEMA, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each (Auditors), have the right, at

Authority's sole cost and expense, to initiate and perform audits, inspections or attestation engagements over Company's records to the extent applicable to the Services for the purpose of determining payment eligibility under this Contract or over selected operations performed by Company under this Contract for the purpose of determining compliance with this Contract.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Contract or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors directly pertinent to this Contract or any work order. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Auditors or will provide records electronically in a computer-readable format acceptable to the Auditors at no additional cost to conduct the engagement as set forth in this Article.

Company agrees to deliver or provide access to all records requested by Auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request.

Auditors have the right during the engagement to interview Company's employees, subconsultants, and subcontractors that were engaged in performance of the Services, and to retain copies of any and all records as needed to support auditor workpapers.

If as a result of any engagement it is determined that Company has overcharged Authority, Company will re-pay Authority for such overcharge and Authority may assess interest of up to twelve percent (12%) per year on the overcharge from the date the overcharge occurred.

Approvals by the Authority's staff for any Services included or not included in this Contract do not act as a waiver or limitation of the Auditor's right to perform engagements. Any right, approval, or authority to Company from the Authority under this Agreement for Company's performance of the Services may be effectuated by email.

The Company will notify the Authority no later than seven (7) days after receiving knowledge that it is subject to any other audit, inspection or attestation engagement related to this Contract and provide Authority a copy of any audit documents or reports so received.

Company agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. Company will include a provision providing Auditors the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Contract.

12. Company Insurance

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Contract. In the event the Company becomes in default of the following requirements the Authority reserves the right to take whatever actions deemed necessary to

protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability will provide that the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees are included as additional insureds.

12.1 Required Coverage - Minimum Limits

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services performed pursuant to this Contract will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Contract.

12.2 Commercial General Liability Insurance

The minimum limits of insurance covering the Services performed pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of or in connection with, ongoing operations performed by, or on behalf of, the Company under this Contract or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 30 37 10 01.

	<u>Contract Specific</u>
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

12.3 Workers' Compensation and Employer's Liability Insurance

The minimum limits of insurance are:

Part One:	"Statutory"
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

12.4 Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Contract are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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12.5 Professional Liability Insurance

Such insurance will be provided on a form acceptable to Authority and maintained throughout this Contract and for three years following completion of this Contract. Coverage will include all work of Company without exclusions unless approved in writing by Authority. The limits of coverage will not be less than:

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

12.6 Commercial Crime

The minimum limits of Commercial Crime insurance, including coverage for losses to “Clients’ Property”, on a form no more restrictive than ISO form CG 04 01 08 13, covering, but not limited to, loss arising from employee theft, employee dishonesty, forgery or alteration, robbery, burglary, embezzlement, disappearance, destruction, money orders and counterfeit currency, depositors forgery, computer fraud, on-premises and in-transit are:

Each Occurrence	\$1,000,000
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12.7 Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Contract, waives all rights against the Authority, members of Authority’s governing body and the Authority’s officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Company.

12.8 Incident Notification

The Company will promptly notify the Airport Operations Center (AOC) of all incidents involving

bodily injury or property damage occurring on Authority-owned property, Tenant-owned property or third-party property.

12.9 Customer Claims, Issues, or Complaints

All customer claims, issues, or complaints regarding property damage or bodily injury related to the Company will be promptly handled, addressed and resolved by the Company.

The Company will track all customer claims, issues, and complaints and their status on a claims log available for review, as needed, by Enterprise Risk Management Department. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Enterprise Risk Management Department has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

12.10 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at www.TampaAirport.com > Business and Community > Business Opportunities > Supplier Resources > Insurance for Suppliers.

13. Authority Insurance

Authority will, at all times during the Term of this Contract, carry a policy or policies of commercial general liability insurance and special form causes of loss insurance, all in such forms and amounts and with such deductibles and self-insured retentions as Authority reasonably deems appropriate.

14. Takeover of Services

Authority will have the absolute right to immediately take over the operations of the Contract, either by itself or through others, by reason of Company's failure, for any reason whatsoever, to employ, maintain in its employ, or adequately provide for the Personnel necessary to provide the Services.

15. Non-Discrimination

During the performance of this Contract, Company, for itself, its assignees and successors in interest, agrees as follows:

- A. Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal

Regulations, Part 21, as amended from time to time (Regulations), which are incorporated herein by reference and made a part of this Contract.

- B. Civil Rights. Company, with regard to the work performed by it under this 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. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Contract, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 5. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 6. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 7. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 8. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 9. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with

disproportionately high and adverse human health or environmental effects on minority and low-income populations;

10. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and
 11. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- C. In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
 - D. Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
 - E. In the event of Company's non-compliance with the non-discrimination provisions of this Contract, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Contract until Company complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.
 - F. Company will include the provisions of Paragraphs A through E above, in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.
 - G. Company assures that, in the performance of its obligations under this Contract, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to

ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

16. Woman and Minority-Owned Business Enterprise

16.1 Authority Policy

Authority is committed to the participation of Woman and Minority-Owned Business Enterprises (W/MBEs) in non-concession, non-federally funded contracting opportunities in accordance with Authority W/MBE Policy and Program. Company will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs are encouraged to compete for and perform subcontracts under this Contract.

16.2 Non-Discrimination

Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Company will carry out applicable requirements of Authority W/MBE Policy and Program in the award and administration of this Contract. Failure by Company 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.

- A. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement under this Contract.
- B. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters into under this Contract and cause those businesses to similarly include the statements in further agreements or contracts.
- C. Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, doesn't hereby covenant and agree, (1) that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Property; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Company will fully comply with the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 as amended from

time to time.

- D. In the event of breach of an of the above nondiscrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, Authority will have the right to terminate this Contract and to re-enter as if said Contract had never been made or issued. The provision will not be effective until the procedures of Title 49 CFR part 21 are followed and completed, including exercise or expiration of appeal rights.

16.3 W/MBE Participation

- A. W/MBE Goal: No specific expectancy for W/MBE participation has been established for this Contract; however, Company agrees to make a good faith effort, in accordance with Authority W/MBE Policy and Program, throughout the Term of this Contract, to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services, Office of Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Contract.

W/MBE Termination and Substitution: Company is prohibited from terminating or altering or changing the Scope of Services of a W/MBE subcontractor except upon written approval of Authority in accordance with Authority procedures relating to W/MBE terminations contained in the W/MBE Policy and Program. Failure to comply with the procedure relating to W/MBE terminations or changes during this Contract will be a material violation of this Contract and will invoke the sanctions for non-compliance specified in this Contract and the W/MBE Policy and Program.

- B. Monitoring: Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the W/MBE participant, and other records pertaining to W/MBE participation, which Company will maintain for a minimum of three years following the end of this Contract. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Contract, Authority reserves the right to review and approve all subleases or subcontracts utilized by Company for the achievement of these goals.
- C. Prompt Payment: Company agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment Company receives from Authority. Company agrees further to release retainage payments to each subcontractor within ten (10) calendar 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 W/MBE and non-W/MBE subcontractors.

17. Authority Approvals

Except as otherwise specifically indicated elsewhere in this Contract, wherever in this Company approvals are required to be given or received by Authority, it is understood that the CEO or designee is hereby empowered to act on behalf of Authority.

18. Data Security

Company will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third-party data that Company may gain access to or be in possession of in providing the Services of this Contract. Company will not attempt to access, and will not allow its Personnel access to, Authority data or third-party data that is not required for the performance of the Services of this Contract by such Personnel.

Company and its employees, Vendors, subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by Authority and any terms of service agreed to by Authority with regards to data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third-party data, Company will promptly:

- A. Notify Authority of such breach or potential breach; and
- B. If the applicable Authority data or third-party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach.

19. Dispute Resolution

19.1 Claims and Disputes

- A. A claim is a written demand or assertion by one of the Parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.
- B. If for any reason Company deems that additional cost or Contract time is due to Company for work not clearly provided for in this Contract, or previously authorized changes in the

work, Company will notify Authority in writing of its intention to claim such additional cost or Contract time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.

- C. Written notice of intention to claim must be made within ten (10) days after Company first recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.
- D. When the work on which the claim for additional cost or Contract time is based has been completed, Company will, within ten (10) days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Contract and maintain effective progress to complete the work within the time(s) set forth in this Contract.
- F. The making of final payment for this Contract may constitute a waiver of all claims by Authority except those arising from:
 - 1. Claims, security interests or encumbrances arising out of this Contract and unsettled;
 - 2. Failure of the work to comply with the requirements of this Contract;
 - 3. Terms of special warranties required by this Contract; and
 - 4. Latent defects.

19.2 Resolution of Claims and Disputes

- A. The following shall occur as a condition precedent to Authority review of a claim unless waived in writing by Authority.

First Meeting: Within five (5) days after a claim is submitted in writing, Company's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Second Meeting: If the First Meeting fails to resolve the dispute or if the Parties fail to meet, a senior executive for Company and for Authority, neither of which have day to day Contract responsibilities, shall meet, within ten (10) days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. Authority may invite other Parties as necessary to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3)

working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Following the First Meeting and the Second Meeting, Authority will review Company's claims and may (1) request additional information from Company which will be immediately provided to Authority, or (2) render a decision on all or part of the claim in writing within twenty-one (21) days following the receipt of such claim or receipt of additional information requested.

If Authority decides that the work related to such claim should proceed regardless of Authority disposition of such claim, Authority will issue to Company a written directive to proceed. Company will proceed as instructed.

B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.

20. Non-Exclusive Rights

This Contract will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

21. Waiver of Claims

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and Authority, and its officers, Board Members, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

22. Laws, Regulations, Ordinances, and Rules

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the Federal, State, or local government, or Authority including, but not limited to, permitted and restricted activities, security

matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Property. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government including but not limited to FAA or TSA. If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 15 days from the date of written notice.

23. Chapter 119, Florida Statutes Public Records Law

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by Authority in order to perform the Services contemplated by this Contract.
- B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract Term and following completion of this Contract.
- D. Upon completion of this Contract, keep and maintain public records required by Authority to perform the Services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

24. Contract Made in Florida

This Contract has been made in and shall be construed in accordance with the laws of the State of

Florida. All duties, obligations and liabilities of Authority and Company related to this Contract are expressly set forth herein and this Contract can only be amended in writing and agreed to by both Parties.

25. Notices and Communications

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

<u>TO AUTHORITY:</u>	OR (HAND DELIVERY)
(MAIL DELIVERY)	HILLSBOROUGH COUNTY AVIATION AUTHORITY
HILLSBOROUGH COUNTY AVIATION AUTHORITY	SKYCENTER ONE
TAMPA INTERNATIONAL AIRPORT	5411 SKYCENTER DRIVE
P.O. BOX 22287	SUITE 500
TAMPA, FL 33622-2287	TAMPA, FL 33607-1470
ATTN: CHIEF EXECUTIVE OFFICER	ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:

AVISON YOUNG PROPERTY MANAGEMENT
(USA) LLC (MAIL DELIVERY)
333 EAST LAS OLAS BLVD
SUITE 200
FORT LAUDERDALE, FL 33301

OR (HAND DELIVERY)
333 EAST LAS OLAS BLVD
SUITE 200
FORT LAUDERDALE, FL 33301

WITH COPY TO:

AVISON YOUNG PROPERTY MANAGEMENT
1 SOUTH WACKER DRIVE, SUITE 300
CHICAGO, IL 60606
ATTENTION: LEGAL COUNSEL

or to such other address as either party may designate in writing by notice to the other party delivered in accordance with the provisions of this Article.

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

26. Subordination of Contract

It is mutually understood and agreed that this Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Property, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Contract will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

27. Subordination to Trust Agreement

This Contract and all rights of Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Company hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Contract and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

28. Assignment and Subcontracting

Company will not assign, subcontract, sublease, or license this Contract without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Contract.

In no event will any approved assignment, subcontract, sublease, or license diminish Authority rights to enforce any and all provisions of this Contract.

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Contract during the remainder of the Term. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority.

29. Badging and Security Requirements

All of Company's Personnel and security personnel who work at the Property must apply for and be issued a proper security identification badge prior to beginning work at the Property. Company shall be responsible for ensuring Personnel, Vendor and contractor compliance with all security rules, regulations and procedures including, but not limited to, those issued by the FAA, TSA, and Authority. The rules, regulations and procedures of the FAA, TSA and Authority regarding security matters may be modified during the Term and Company shall be required to comply with all modifications. Company shall pay all costs associated with obtaining the required security identification badge and security clearances for its Personnel, including, but not limited to, the costs of training and badging as established by Authority.

Authority will fine Company for each security identification badge that is lost, stolen, unaccounted for or not returned to Authority at the time of security identification badge expiration, employee termination, termination of this Contract, or upon written request by Authority in accordance with Authority Policy. This fine will be due within fifteen (15) days from the date of invoice. The fine is subject to change without notice, and Company will be responsible for paying any increase in the fine.

If any of Company's Personnel and security personnel is terminated or leaves Company's employment, Authority must be notified immediately, and the security identification badge must be returned to Authority promptly.

Company's Personnel and security personnel who are issued security identification badges shall only utilize such badges and access rights in connection with the operation of Company's business as outlined herein. Company's Personnel and security personnel shall be informed by Company in writing of this requirement and a violation of such shall be a basis for the termination of a person's

employment if that person violates such restrictions.

30. Applicable Law and Venue

This Contract will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Contract will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

Company hereby waives any claim against Authority and its officers, Board members, agents, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Contract or any part hereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

31. Scrutinized Companies

Company is required to complete Exhibit D, Scrutinized Company Certification, at the time this Contract is executed and to complete a new Exhibit D for each renewal option period, if any.

This Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

32. Relationship of the Parties

Company is and will be deemed to be an independent contractor and operator responsible to all Parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

33. Right to Amend

In the event that the United States Government including but not limited to the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental

agency requires modifications or changes in this Contract as a condition precedent to the granting of funds for the improvement of the Property, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

34. Time is of the Essence

Time is of the essence of this Contract.

35. Non-Disclosure

All written and oral information and materials (Information) disclosed or provided by Authority to Company under this Contract will not be disclosed by Company, whether or not provided before or after the date of this Contract.

The Information will remain the exclusive property of Authority and will only be used by Company for purposes permitted under this Contract. Company will not use the Information for any purpose which might be directly or indirectly detrimental to Authority or any of its affiliates or subsidiaries.

Company will prevent the unauthorized use, access, acquisition, disclosure, dissemination or publication of the Information. Company agrees that it will cause its employees and representatives who have access to the Information to comply with these provisions and Company will be responsible for the acts and omissions of its employees and representatives with respect to the Information.

Company agrees that any disclosure of the Information by Company's employees and/or representatives will be deemed a breach of this Contract. Company agrees that in the event of any breach or threatened breach by Company of its non-disclosure obligation, Authority may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Authority.

The non-disclosure obligation imposed on Company under this Contract will survive the expiration or termination, as the case may be, of this Contract and the obligation will last indefinitely.

Notwithstanding anything to the contrary herein, this Article shall not apply to information or materials that: (a) was or becomes generally available to the public other than as a result of disclosure by Company in violation of this Contract, (b) becomes available to Company from a source other than the Authority, (c) was rightfully in Company's possession prior to receipt from the Authority, or (d) is independently developed by Company without the use of the Authority's confidential information.

36. Waivers

No waiver by either party at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by the other party. No delay, failure or omission of either party to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by either party will be required to restore or revive time as being of the essence hereof after waiver by such party or default in one or more instances. No option, right, power, remedy or privilege of either party will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to each party by this Contract are cumulative and no one of them will be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by Authority will not impair its rights to any other right, power, option or remedy.

37. Americans with Disabilities Act

Company will assist Authority in its compliance with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

38. E-Verify Requirement

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095 the Company, and any subcontractor thereof, is obligated to register with and use the Department of Homeland

Security's E-Verify system to verify the work authorization status of all new employees of the Company or subcontractor. If the Company enters into a contract with a subcontractor, the Company must require the subcontractor to provide an affidavit stating that the subcontractor uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien.

39. FAA Approval

This Contract may be subject to approval of the FAA. If the FAA disapproves this Contract, it will become null and void, and both Parties will bear their own expenses relative to this Contract.

40. Agent for Service of Process

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Contract, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out hereinafter in this Contract or in the event of a foreign address, delivered by Federal Express and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the State or Federal courts located in Hillsborough County, Florida, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

41. Invalidity of Clauses

The invalidity of any part, portion, sentence, article, paragraph, provision, or clause of this Contract will not have the effect of invalidating any other part, portion, sentence, article, paragraph, provision, or clause of this Contract, and the remainder of this Contract will be valid and enforced to the fullest extent permitted by law.

42. Severability

If any provision in this Contract is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Contract which are severable shall be unaffected.

43. Headings

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Company. If for any reason there is a conflict between content and headings, the content will control.

44. Signatures

44.1 Signature of Parties

It is an express condition of this Contract that it will not be complete or effective until signed by Authority and by Company.

44.2 Counterparts

This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

45. Public Entity Crime

Company attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes.

46. Miscellaneous

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include both genders.

47. Organization and Authority to Enter into Contract

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Contract by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contract with Public Entities.

48. Order of Precedence

In the event of any conflict(s) among the Contract Documents, Company will present conflict for resolution to Authority. Any costs resulting from Authority resolution of the conflict shall be borne by Company.

49. Contract Changes

A change order or amendment is a written contract modification prepared by Authority and signed by both Parties hereto, stating their agreement upon all of the following, and without invalidating this Contract:

1. a change in the Scope of Services, if any;
2. a change of the Contract amount, fees, hourly rates or other costs, if any;
3. a change of the basis of payment, if any;
4. a change in Contract time, if any; and
5. changes to the terms and conditions of this Contract including, but not limited to, the W/MBE or DBE percentage rate, if any.

The Exhibits attached hereto and are hereby incorporated and made a part of this Contract. Based on the needs of Authority, the Exhibits may be modified from time to time by letter to Company without formal amendment to this Contract.

49.1 Claim for Payment

Any claim for payment for changes in the Services that is not covered by written change order or amendment or other written instrument signed by the Parties hereto will be rejected by Authority. Company acknowledges and agrees that Company will not be entitled to payment for changes in the Services unless such revised Services are specifically authorized in writing by Authority in advance. The terms of this Article may not be waived by Authority unless such waiver is in writing and makes specific reference to this Article.

Changes in the Services will be performed under applicable provisions of the Contract Documents, and Company will proceed promptly, unless otherwise provided in the change order, amendment or other written instrument.

49.2 Right to Carry Out the Services

If Company defaults or neglects to carry out the Services in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from Authority to begin and prosecute correction of such default or neglect with diligence and promptness, Authority may, without prejudice to other remedies Authority may have, correct such deficiencies. In such case an appropriate change order will be issued deducting from payments then or thereafter due Company the cost of correcting such deficiencies, including compensation for another Company's or Authority's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due Company are not sufficient to cover such amounts, Company will pay the difference to Authority.

50. Complete Contract

This Contract represents the complete understanding between the Parties, and any prior contracts, agreements or representations, whether written or verbal, are hereby superseded. This Contract may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Contract.

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 2024.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST: _____
Jane Castor, Secretary

BY: _____
Arthur F. Diehl III, Chairman

Address: PO Box 22287
Tampa, FL 33622

Address: PO Box 22287
Tampa, FL 33622

LEGAL FORM APPROVED:

WITNESS: _____
Signature

BY: _____
David Scott Knight, Assistant General Counsel

Printed Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online authorization, this ___ day of _____, 2024, by Arthur F. Diehl III, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

AVISON YOUNG PROPERTY MANAGEMENT (USA) LLC

Signed in the Presence of:

BY:

Witness

Signature

Printed Name

Title

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

AVISON YOUNG PROPERTY MANAGEMENT (USA) LLC

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by

_____ in the capacity of _____
(Individual's Name) (Individual's Title)

at _____, a corporation, on its behalf _____
(Company Name) (He is / She is)

_____ known to me and has produced _____
(Personally / Not Personally) (Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

Exhibit A

Scope of Services

1. Appointment. Company, on behalf of the Authority, will implement, or cause to be implemented, the decisions of Authority and will conduct the ordinary and usual business affairs of the Authority related to Property as provided in the Contract. Company acknowledges and agrees that the Authority may have a separate management company and/or listing agent(s) for the Property. At Authority's sole discretion, Authority may negotiate with Company for the management of additional buildings during the Term of this Contract.
2. General. Company will afford such supervision, professional management, and in-house staff services as may be necessary or desirable to operate the Property in the same manner as is customary and usual in the operation of other properties of substantially comparable location, class, size, and standing, and will provide such services at the Property as are consistent with the Property's size and existing facilities. Subject only to those express limitations set forth in the Contract, Company will have control and discretion in the management and operation of the Property and the performance of the Services.
3. Personnel. Company will hire, supervise, and discharge all Personnel necessary for the management of the Property. All matters pertaining to the selection, direction, employment, supervision, compensation, promotion, and discharge of such Personnel are the sole responsibility of Company with prior written approval of Authority. All such Personnel will be the employees or independent contractors of Company (or an affiliate of Company), not the Authority. Company will facilitate badging for Company's Personnel and all security personnel in accordance with the Badging and Security Requirements Article of the Contract. Company will manage and issue proximity cards to Company's Personnel and Tenants of the Property.
4. Schedule of Personnel. Company will, at all times, provide Authority a current, complete, and accurate schedule of Personnel responsible for the management of the Property to be subject to Company's control, as shown in Exhibit B, Schedule of Property Personnel.
5. Books and Records. Company will maintain complete and separate books, records, and documents relating to the management of the Property, including, without limitation, all contracts, Leases, amendments, extensions, and other agreements relating to contracts and Leases, files, correspondence with Tenants, and prospective Tenants, computations of rental adjustments, maintenance and preventive maintenance programs, schedules and logs, Tenant finishes, construction and capital improvement records, inventories of personal property and equipment, correspondence with suppliers, job descriptions, correspondence with Federal, State, county, and municipal authorities, brochures, and accounts held or maintained by Company.

Authority will have the right to examine, audit, and make copies of books, records and documents related to the Property, which may be available at Company's office, at the Property, or stored electronically, as the case may be, upon reasonable notice and during Authority business hours, at no cost.

6. Leases and Contracts Affecting Property. Consistent with the duties conferred on Company under the Contract, Company will: (a) perform all of Authority's obligations as landlord under Leases for premises at the Property and Authority's obligations as a party to all Leases and Non-Lease Contracts, including but not limited to estoppels and Subordination Non-Disturbance and Attornment (SNDA); (b) enforce all Tenant obligations under Leases; (c) enforce all obligations of other third-parties under Non-Lease Contracts; (d) provide billing amounts for Tenant incidental items (Authority will bill and collect Tenant rents), and (e) determine Tenant allocation for all fees charged to the Tenants.
 7. Collection. Company will exercise its best efforts to collect Tenant rents, revenue, and other charges payable by Tenants of the Property and other third-parties. As Authority's appointed agent, Company is authorized to request, demand, and collect all such rent, revenues, and other charges payable for the benefit of the Authority. Company will not, without prior written approval from Authority, terminate any Lease, lock out a Tenant, or institute legal actions or proceedings. Except as otherwise provided in this Contract, any funds collected by Company will be transferred to the Authority.
 8. Contracts and Supplies. The Authority reserves the right to solicit and award any contract related to the operation, maintenance, or capital improvement of the Property and may require the Company to actively manage such contract to ensure performance. At the direction and approval of the Authority, the Company will solicit contracts with independent contractors and suppliers on behalf of Authority, which contracts are required in the ordinary business of managing and operating the Property, and which contracts may include, without limitation, contracts for cleaning, repair, fire monitoring, landscaping, security, maintenance, pest control, and other services as set forth in the Approved Budget. Unless Authority specifically waives such requirements or advises the Company that the Authority will manage the solicitation of such contracts itself, all purchases will be solicited in the following manner:
 - (i) Purchase of goods, commodities, or services less than \$15,000 will be handled in a reasonable and efficient cost-effective manner.
 - (ii) Purchases of goods, commodities, or services between \$15,000 and \$100,000 will be made by purchase order or other efficient contracting method, and best efforts will be made to obtain at least three written quotes. If receiving three quotes is not possible, a justification must be submitted to and approved by the Authority detailing why three quotes were not obtained and why additional quotes cannot be received.
- a) Company will provide Authority with copies of all quotes accompanied by Company's

- recommendations as to which quote provides the best value for the Authority.
- b) Authority will be free to accept or reject any and all quotes.
 - c) Authority will communicate to Company in writing its acceptance or rejection of quotes within a reasonable amount of time. If Authority rejects the quotes, Authority will provide direction to Company for next steps. Next steps may include, but are not limited to, use of the next best quote, solicitation of new quotes, or cancellation of the solicitation.
- (iii) Purchases of goods, commodities, capital improvements, or services exceeding \$100,000 will be procured exclusively by Authority.

NOTE: The above-referenced thresholds will be based on the estimated cost of the term of the resulting contract or over a period of three years.

All such contracts entered into by Company to provide goods or services will include the following:

- (i) A provision for cancellation thereof by Authority upon not less than thirty (30) days' prior written notice, without penalty or premium; and
- (ii) A provision requiring written evidence of the insurance set forth in Article 25 of the Contract, in a format required by Authority. Company will submit evidence of such insurance to Authority and obtain written approval prior to entering into any contract.

Company will coordinate the purchase of all goods, supplies, tools, and equipment that are necessary and proper to manage and operate the Property, in accordance with the Approved Budget. Company will use commercially reasonable efforts to secure for the benefit of Authority any discount, rebate, commission, or other consideration available in connection with any purchase or agreement entered into under the Contract.

Company will not enter into any contract, agreement, or other arrangement for the furnishing of goods or services to Authority unless approved in writing by the Authority. An entity will be deemed an "affiliate" of Company if it controls, is controlled by, or is under common control with Company or any officer, employee, principal, or shareholder of Company holds a position of similar authority with such entity.

9. Repairs and Maintenance. Company will, at Authority's expense, coordinate necessary or desirable repairs, maintenance, cleaning, painting and decorating, alterations, replacements and improvements in connection with the operation of the Property, including the administration of a preventative maintenance program for all mechanical, electrical, and plumbing systems and equipment; provided, however, in the absence of Authority's approval, Company will not incur any such costs not within the Approved Budget.

Notwithstanding the foregoing, Company may, without Authority's prior approval and without regard to the Approved Budget, make necessary emergency repairs: (i) involving conditions presenting imminent danger to life or property; (ii) that are immediately

necessary for the preservation or the safety of the Property or the Tenants of the Property; or (iii) that are required to avoid the suspension of any necessary service to the Property; provided, however, that Company will give written notice to Authority of any such emergency repairs for which prior approval is not required as soon as practicable following the date such emergency repair is made. Company will promptly notify Authority of any complaints, warnings, notices, or summonses received by Company relating to such matters. Authority represents that, to Authority's actual knowledge, the Property complies with all applicable laws. Authority authorizes Company to disclose Authority ownership of the Property to any governmental officials having authority to enforce legal requirements with respect to the Property, provided Authority is given prior written notice of such disclosure.

10. Capital Improvements. Upon written request of Authority, Company may provide guidance on potential large capital item repairs or replacement in accordance with the Approved Budget. Company may oversee required capital improvements, replacements, or repairs to the Property. With respect to the purchase and installation of any capital item or the making of any capital repair, Company will recommend that Authority purchase such items or make such repairs in the Approved Budget submitted by Company to Authority and approved by Authority and at such other times as Company determines such purchase or repair is necessary or desirable. Authority may arrange to purchase and install such capital item or make such capital repair itself or may authorize Company to do so, subject to the terms of the Contract. Authority may pay for capital expenses from its own resources.
11. Compliance With Laws. Company will comply with all applicable laws, ordinances, rules, regulations, and requirements of Authority and all Federal, State, and municipal governments, or any other body exercising functions similar to those of any of the foregoing that may be applicable to the Property and its operation in connection with Company's performance under the Contract.
12. Compliance With Property Documents. Company will familiarize itself with all Property Documents directly affecting the management of the Property and provided by Authority to Company. Company will comply with all Property Documents and notify Authority immediately upon knowledge that Authority or the Property may be in violation of the Property Documents.
13. License. Company will obtain and maintain any licenses, permits or other governmental consents required in order for Company to operate its business and perform its duties under the Contract at Company's sole cost and expense. All licenses, permits or other governmental consents required in connection with the Property will be at Authority's expense.

14. Notices of Default and Violations. Company will handle all complaints and requests from Tenants at the Property and will notify Authority of any major complaints or defaults related to the Property and/or Property Documents. Company will also notify (which notice will be accompanied by copies of any supporting documentation) Authority of any notice of violation of any laws received by Company, any defect in or repair requirement of the Property known to Company, any notice received by Company concerning the use or release of hazardous or toxic materials at the Property, and any notice received by Company alleging a default by Authority or Company under a Lease or Non-Lease Contract, Property contract, Property Documents or any other contract directly affecting the management or operation of the Property.
15. Notices of Claim or Injury or Damage. Company will report to Authority all accidents, any claims for damages relating to ownership, operation, or maintenance of the Property, and any damage or destruction to the Property, and will prepare for approval by Authority all reports required by an insurance company in connection with any such accident, claim, damage or destruction.
16. Leasing. Company will not be entitled to any commission or other compensation in connection with the leasing of the Property, including, without limitation, Lease extensions or expansions, except as may be specifically set forth in a separate written contract between Authority and Company. The Authority may contract with the Company or its affiliate for leasing/brokerage services at the Authority's sole discretion. Company agrees to assist and cooperate with any leasing agent employed by Authority to lease premises located at the Property.
17. Media Communications; Crisis Management. Notwithstanding anything herein to the contrary, Authority will have the exclusive right to control, manage, and monitor all publicity and public relations with respect to the Property. In no event will Company make any statements regarding Authority or the Property to any media outlets (on or off the record). If a Crisis Event (as defined below) occurs, Company will immediately contact the following designated agents of Authority by telephone at the numbers listed below:
- Airport Operations Center – 813.870.8770
 - Communications On-Call – 813.676.4605
 - Commercial Real Estate Specialist – 813.230.9924

“Crisis Event” means any event requiring immediate action and/or response, including without limitation, incidents involving casualty accidents, catastrophes, threatened litigation, consumer activism, environmental, defects or accessibility claims, discrimination, facility/business damage or disruption, labor dispute, mismanagement or misappropriation, reputation, sexual harassment, whistleblower claims, white collar crime, or workplace violence.

18. Approved Budget. Within ten (10) days following the Commencement Date,

Authority will provide Company with the current annual budget covering the then-current Contract Year. Thereafter, at least sixty (60) days prior to the beginning of each Contract Year, Company will prepare and submit to Authority for Authority's written approval a proposed annual budget for the next year of operation of the Property. Company will submit such annual budget in a form reasonably acceptable to Authority. No changes will be made to the Approved Budget, including without limitation, any line item therein, without Authority's prior written approval. Authority may require the Approved Budget to be re-forecast from time to time, which re-forecast will be subject to Authority's approval.

19. Business Plan and Property Review Program. Company will provide Authority with a draft of a business plan for the Property for the forthcoming full calendar year no later than sixty (60) days prior to the beginning of each calendar year, containing such information as Authority may reasonably request, including (i) a list of all properties competitive with the Property, a list of the Tenants of each and all other reasonably available information respecting each, and (ii) basic demographic data relating to the market area of the Property, including population growth, major employers, employment and unemployment levels.

With respect to the first calendar year of the Term, Company will submit to Authority for approval a draft of a business plan for the balance of such calendar year as soon as possible and no later than thirty (30) days after the execution of the Contract. Authority will consider the business plans and endeavor to approve such business plans by December 1 of each year during the Term of the Contract. The proposed business plans will become the annual business plan only when approved by Authority. In addition, Company will participate in Authority's Property review programs to the extent requested by Authority. Such review will include asset, investment, financial and strategy profiles in form and substance satisfactory to Authority and such assistance as Authority may request in connection with appraisals of the Property. Company will respond, within ten (10) days, to Authority's management evaluation reports concerning actions to be taken by Company to correct or modify its management standards for the operations or financial services provided for the Property.

20. Reports. On or before the 5th business day following the end of each month, Company will prepare and submit a Management Fee calculation for the previous month. In addition, on or before the 10th business day of each month, Company will prepare and submit to Authority a current detailed rent roll, monthly work order summary, and other reports as required by Authority. Within sixty (60) days after the close of the calendar year, Company will assist Authority in preparing a reconciliation for all common area maintenance, property tax, and property insurance fees by Tenant(s). The format of all such reports will be subject to the reasonable approval of Authority.

21. Operating Accounts. Rents and other revenue received from the operation of the Property

by Company from any source will be deposited as designated by Authority. Tenants will be invoiced by Authority per the Contract. All purchases will be made in accordance with Section 8, Contracts and Supplies, above. Information required to submit requisitions and purchase order requests will be provided by Company. When invoices are received from suppliers/contractors, Company will provide the information required to process payment of such invoice(s). Authority may adjust or change Authority's accounting systems and processes at any time to ensure they are handled in a reasonable, efficient, and cost-effective manner.

22. Security Deposit Account. All security deposits received by Company will be deposited as designated by Authority. If a separate, segregated security deposit account is required by law or the terms of the leases or mortgages, Authority will be responsible for creating the account (Security Deposit Account). No interest will be paid to any Tenant with respect to any security deposit unless required by law or the terms of the leases, and then only to the extent so required. All funds in the Security Deposit Account will be deposited, maintained, and paid out as provided herein, in compliance with all applicable laws, and in accordance with the terms of any applicable Leases.

23. Maintenance of Accounts. All monies received from the operation of the Property will be deposited as required herein by Authority. Any interest earned on the accounts will belong to Authority. All funds deposited in the accounts are the property of Authority. The accounts will be subject to the control of Authority only. Notwithstanding any provision in the Contract to the contrary, Company will have no liability for the loss of Authority's funds contained in any bank accounts relating to the Property due to the insolvency of the bank or financial institution in which the bank accounts are maintained (whether or not the sums in such bank accounts exceed the maximum amount of federal or other deposit insurance) or due to the seizure thereof, by right of setoff or otherwise, by such bank or financial institution, or any creditor of Authority in connection with claims of such parties against Authority.

24. Supplier's/Contractor's Insurance. Unless Authority agrees otherwise, Company will require that all suppliers/contractors performing work at the Property will maintain insurance coverage at such supplier/contractors' expense. Company will obtain certificates of insurance for all such insurance before the applicable work begins. Company will furnish copies of the certificates of insurance to Authority. Suppliers/Contractors performing Tenant improvements will be required to carry the insurance outlined in the applicable Tenant's Lease. At a minimum, such insurance will include the following:

(a) Workers Compensation Insurance in statutory amounts.

Employer's Liability Insurance in the minimum amount of \$1,000,000.00.

(b) Commercial General Liability Insurance in the minimum amount of General Aggregate \$1,000,000.

Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

(c) Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit for Bodily Injury and Property Damage if automobiles are used in the performance of Contractor's obligations for all owned, non-owned, and hired vehicles.

(d) Commercial Crime Coverage.

The minimum limits of Commercial Crime insurance covering, but not limited to, loss arising from employee theft, employee dishonesty, forgery or alteration, robbery, burglary, embezzlement, disappearance, destruction, money orders and counterfeit currency, depositors' forgery, computer fraud, on premises and in transit are:

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

(e) Non-occupational and Disability Insurance, if required by the State where the Property is located.

(f) In the event that Company is to park motor vehicles as part of the Services required under the Contract, Garage Keepers Legal Liability Insurance in an amount of not less than \$1,000,000, which insurance may be subject to a deductible provision not to exceed \$250 per occurrence.

(g) In the event Company is to operate a parking garage as part of the Services required under the Contract, Garage Liability Insurance in an amount of not less than \$1,000,000 combined single limit.

(h) Each Company's respective insurance carriers will waive all rights of subrogation against Authority and Company with respect to losses payable under such policies. Company will obtain insurance certificates, naming Authority as the primary noncontributing additional insured, from each contractor as required.

25. Certificates of Insurance. If any non-Tenant contracts or Leases require that such party maintain any insurance coverage, Company will obtain insurance certificates annually, or

more frequently as required pursuant to the applicable Leases or contracts, from each such party and review the certificates for compliance with such Leases or contract terms.

26. Cooperation With Insurance Carriers. Company will cooperate with and provide reasonable access to the Property to agents of all insurance companies who may, from time to time, be involved with the issuance of insurance policies or with inspections of the Property in connection with insurance policies then in force. Company agrees to use all commercially reasonable efforts to comply with any and all requirements of such insurance companies or their agents, agrees to exercise due care not to use the Property or permit the same to be used for any purpose which would make void or voidable any such insurance policies, and will not keep or knowingly allow to be kept on the Property any material, machinery, equipment, substance or other things which may make void or voidable any such insurance policies.
27. Claims. Company will investigate and report to Authority all known claims, actions, or proceedings relating to the operation and maintenance of the Property and any damage or destruction to the Property of which Company becomes aware.
28. Compliance With Insurance Policies. Company will use commercially reasonable efforts to comply with any insurance policy held by Authority and of which Company has received any written notice or record with respect to the Property to avoid any loss insured thereunder from being uncollectible.
29. Purchases. Company will supervise and/or arrange for the purchase of all reasonable inventories, provisions, supplies and operating equipment which are provided for in the Approved Budget or otherwise specifically approved by Authority in writing. All purchases will be done in accordance with the Contracts and Supplies Article above. To the extent available, Company will give, or obtain for Authority, all volume purchasing benefits and discounts available to Company or properties of the size and class of the Property.
30. Operating Expenses. As requested by Authority, Company may approve invoices for normal operating expenses provided for in the Approved Budget not paid for by Tenants of the Property. Authority will pay such expenses in a manner commercially reasonable for the Property. Company will recommend that Authority purchase major items of new or replacement equipment when Company believes such purchase to be necessary or desirable. Authority may arrange to purchase and install such items itself or may authorize Company to do so subject to any supervision and specification requirements and conditions prescribed by Authority.
31. Conservation Techniques. Company will provide proper energy management and utilize utility conservation techniques.

32. Security. Company will use reasonable efforts to maintain security adequate to the needs of the Property as directed by Authority from time to time. Company will promptly notify Authority of any incidents or conditions which reflect on or affect the adequacy of the security provisions for the Property. Authority maintains the contract with the company providing security services. Company written approval is required by Authority prior to Company making any terminations of security personnel.
33. Licenses and Permits. Company will assist in obtaining at Authority's expense all licenses, easements, access agreements, permits, or other instruments required for the operation of the Property or any portion thereof (collectively, "Licenses"). Company will send to Authority a copy of all initial or renewal license applications. Licenses will be obtained in Authority's name whenever possible. Any Licenses held in the name of Company will be held by it on behalf of Authority, and upon the termination or expiration of the Contract, Company will transfer or assign any such Licenses to Authority or such person as Authority may direct. Company will keep in full force and effect all Licenses, permits, consents, and authorizations as may be necessary for the proper performance by Company of its duties and obligations under the Contract (including, without limitation, qualification to do business) or as may be required under any Lease covering any portion of the Property.
34. Notice and Cooperation in Legal Proceedings. Authority and Company will give notice to each other of the commencement of any action, suit or proceeding against Authority or against Company with respect to the operations of the Property or otherwise affecting the Property. Company will fully cooperate and will cause all of its employees to fully cooperate, in connection with the prosecution or defense of all legal proceedings affecting the Property.
35. Other Complaints and Notices. Company will promptly handle complaints and requests from Tenants, concessionaires, and licensees and notify Authority of any major complaint made by a Tenant, concessionaire, or licensee. Company will notify Authority promptly of: (i) any notice received by Company or known to Company of violation of any governmental requirements (and make recommendations regarding compliance therewith); (ii) any defect or unsafe condition in the Property known to Company; (iii) any notice received by Company or known to Company of violation of covenants, conditions and restrictions affecting the Property or noncompliance with loan documents affecting the Property, if any; (iv) any fire, accident or other casualty or damage to the Property; (v) any condemnation proceedings, rezoning or other governmental order, lawsuit or threat thereof involving the Property; (vi) any violations relative to the leasing, use, repair and maintenance of the Property under governmental laws, rules, regulations, ordinances or like provisions; (vii) defaults under any leases or other agreements affecting the Property; or (viii) any violation of any insurance requirement. Company will promptly deliver to Authority copies of any documentation in its possession relating to such matters. Company will keep Authority reasonably informed of the status of the particular matter through the final resolution thereof. In the case of any fire or other damage to the

Property or violation or alleged violation of laws respecting hazardous wastes, Company will immediately give telephonic notice thereof to Authority. Company will complete all necessary and customary loss reports in connection with any fire or other damage to the Property. Company will retain in the records it maintains for the Property copies of all supporting documentation with reference to such notices.

Exhibit B

Schedule of Property Personnel

This schedule is to be updated and submitted for Authority's approval prior to the employment of Personnel for the Property. These allocations and salaries are reviewed annually and may be adjusted based on market demand for management and engineering Personnel so as to remain competitive, per the Approved Budget.

Position	Annual Base Salary	Employer Contributions	Health Insurance	Other-Bonus Potential	Subtotal	Percentage Allocated to the Property	Total Annual Expense
General Manager	\$136,500	\$31,445	\$13,600	\$13,650	\$195,195	25%	\$48,799
Property Manager	\$82,500	\$15,245	\$11,980	\$8,250	\$117,975	100%	\$117,975
Chief Engineer	\$96,337	\$18,969	\$12,100	\$7,225	\$134,631	100%	\$134,631
Assistant Property Manager	\$60,000	\$9,400	\$9,450	\$3,000	\$81,850	15%	\$12,278

-Associate Director of Engineering is located in the building and available as needed. There is no charge under this Contract for the services of the Associate Director of Engineering.

Exhibit C
Management Fee

The Management Fee will be calculated based on a percentage of Gross Monthly Collected Receipts as follows:

Average Monthly Base Rent:	\$725,000
Average Monthly Triple Net:	\$250,000
Average Monthly Other:	\$15,000
Total 2024 Budgeted Average Gross Monthly Collected Receipts:	\$990,000

Proposed Management Fee:

0.75% of Gross Monthly Collected with minimum monthly \$6,750.

*For the purposes of this Contract, the Gross Monthly Collected Receipts includes an allocation of \$370,000 for Authority Floors 3, 4, and 5.

Exhibit D
Scrutinized Company Certification



Hillsborough County Aviation Authority
PO Box 22287
Tampa, FL 33622
Telephone. 813-870-8700

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, created pursuant to Florida Statute Section 215.4725, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods of services of \$1 million or more.

Company:		
Address:		
City:	State:	Zip Code:
Phone:	Email:	
Federal ID Number:		

I, _____, as a representative of _____
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, and has not been engaged in business operations in Cuba or Syria.

Signature

Title

Printed Name

Date

EXHIBIT E

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with Section 787.06(13), Florida Statutes, the undersigned, on behalf of Avison Young Property Management (USA) LLC (“Company”), hereby attests under penalty of perjury that:

1. Avison Young Property Management (USA) LLC does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

The undersigned is authorized to execute this Affidavit on behalf of Avison Young Property Management (USA) LLC.

Date: _____, 20____

Signed: _____

Entity: _____

Name: _____

Title: _____