





## FIRST AMENDMENT TO LICENSE AGREEMENT

**FAA AGREEMENT NO: DTFAEN-16-A-00001  
PALM BEACH INTERNATIONAL AIRPORT  
AIR TRAFFIC CONTROL TOWER/TRACON  
WEST PALM BEACH, FL 33406**

**THIS FIRST AMENDMENT TO LICENSE AGREEMENT** (this "First Amendment"), is made and entered into this \_\_\_ day of \_\_\_\_\_, 2015, by Palm Beach County, a political subdivision of the State of Florida ("County"), and the United States of America, acting by and through the Federal Aviation Administration ("FAA") (the "Licensee").

### WITNESSETH:

**WHEREAS**, County and FAA have entered into that certain License Agreement dated July 29, 2013 (R2013-0871) (FAA Agreement No. DTFAEN-16-A-00001 (the "Agreement") for a contractor staging area associated with the FAA's construction of the air traffic control tower and related facilities at the Palm Beach International Airport; and

**WHEREAS**, the parties hereto desire to amend the License in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Lease.

2. Article 2 of the Agreement, Length of Term and Commencement Date, is hereby deleted in its entirety and replaced with the following Article 2:

The term of this Agreement shall commence on October 1, 2013 (the "Commencement Date") and expire on September 30, 2016, or the sooner completion of construction by the FAA of the terminal radar approach control facility at the Airport (the "Term"), unless terminated earlier as provided for herein.

3. Section 4.06 of the Agreement, Non-Discrimination, is hereby deleted in its entirety and replaced with the following Section 4.06:

4.06 Non-Discrimination.

A. Non-Discrimination in County Contracts. Licensee warrants and represents to County that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. Licensee hereby affirms that its non-discrimination policy conforms to R-2014-1421.

B. Federal Non-Discrimination Covenants.

1. Licensee, for its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

a. In the event facilities are constructed, maintained, or otherwise operated on the Property for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Licensee will maintain and operate such facilities and services in compliance with all requirements imposed by the nondiscrimination acts and regulations listed in the Nondiscrimination Authorities (as hereinafter defined), as may be amended, such 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 said facilities.

b. No person on the ground 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 County property, including, but not limited to, the Property.

c. In the construction of any improvements on, over, or under the Property and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

d. Licensee will use the Property in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Authorities.

2. In the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate this License and to enter, re-enter, and repossess the Property, and hold the same as if this License had never been made or issued.

3. For purposes of this Article, the term "Non-Discrimination Authorities" includes, but is not limited to, the non-discrimination statutes, regulations and authorities listed in Appendix "E" of Appendix "4" of FAA Order 1400.11, Non-discrimination in Federally-Assisted Programs at the Federal Aviation Administration, as may be amended.

4. Ratification of Agreement. Except as specifically modified herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

5. Paragraph Headings. The heading of the various sections of this First Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this First Amendment or the Agreement.

6. Effective Date. This First Amendment shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

**ATTEST:**  
SHARON R. BOCK  
Clerk & Comptroller

**COUNTY:**  
PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

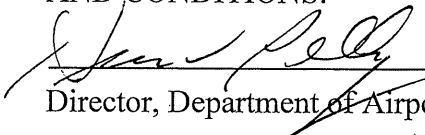
\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS  
AND CONDITIONS:

\_\_\_\_\_  
Assistant County Attorney

  
\_\_\_\_\_  
Director, Department of Airports

\_\_\_\_\_  
Date signed by County

**LICENSEE:**

By:   
\_\_\_\_\_  
Signature

Inger T. Brown  
\_\_\_\_\_  
Print Name

Contracting Officer  
\_\_\_\_\_  
Title

10/20/15  
\_\_\_\_\_  
Date signed by Licensee