



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(\$1,233)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><b>(\$1,233)</b></u>	<u><b>\$-0-</b></u>	<u><b>\$-0-</b></u>	<u><b>\$-0-</b></u>	<u><b>\$-0-</b></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes \_\_\_\_\_ No X

Budget Account No: Fund 4100 Department 120 Unit 8320/8430 RSource Various  
 Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

The PBI Operating Permit allows airlines or charter operators that service PBI on a short term basis for specific flight operations to utilize the terminal and incorporates the rates and charges established under the Signatory Airline Agreement (R-2014-1033, as amended). The fiscal impact of this PBI Operating Permit is the \$1,232.83 remitted by Elite Airways for operations on May 24 & 27, 2019.

C. Departmental Fiscal Review: *C. M. Smith*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

*Lisa R. 8/16/19*  
 OFMB *UW 8/15*

*Ann J. [Signature]*  
 Contract Dev. and Control *8/21/19 TW*

**B. Legal Sufficiency:**

*Anne [Signature]* 8-23-19  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**AFFIDAVIT OF LIMITED LIABILITY COMPANY**

STATE OF FL

COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the MEMBER of Elite Airways, LLC,  
(title: e.g. Manager, Member, etc.)  
a limited liability company organized and existing under the laws of the State of ~~Florida~~ NEVADA  
("Company").

2. Articles of Organization of the Company have been filed, and are on-file with, the ~~Florida~~ NEVADA Department of State and such articles are incorporated herein by reference.

3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

4. The company is a [select (a) or (b)] (a) manager managed or (b) member managed limited liability company.

5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.

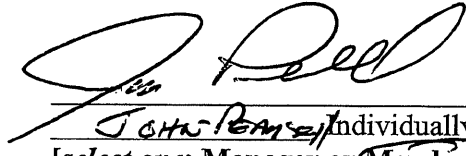
6. The undersigned has the right and authority to enter into that certain Palm Beach International Airport Operating Permit between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.

7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

  
\_\_\_\_\_  
John Pansell Individually and as  
[select one: Manager or Member]

SWORN TO AND SUBSCRIBED before me on this 22 day of MAY,  
20 19, by John Pansell, [select one] Manager/Member of  
Elite Airways, LLC, on behalf of the Company who is personally known to me OR who  
produced Drivers License Florida, as identification and who did take  
an oath.





\_\_\_\_\_  
Notary Signature

David Dow  
\_\_\_\_\_  
Print Notary Name

NOTARY PUBLIC  
State of Florida at large

My Commission Expires:

2/1/2022

**From:** Jackie Binns A. <JBinns@pbcgov.org>  
**Sent:** Friday, June 07, 2019 11:20 AM  
**To:** Steve Schlamp <schlamp@pbia.org>  
**Subject:** Elite Airways PBI-EL-19-01

The insurance for this project is approved. Please disregard CTrax and use this email as your approval.

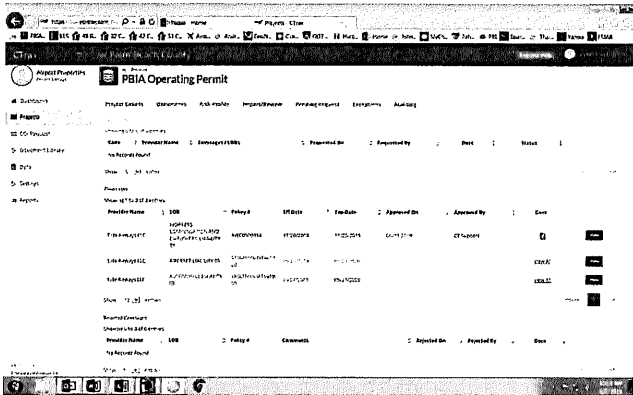
Jackie

Jacqueline Binns, ARM-P  
Property & Casualty Insurance and Claims Manager  
Palm Beach County  
Risk Management Department  
100 Australian Av, Suite 200  
West Palm Beach, FL 33406  
[jbinns@pbcgov.org](mailto:jbinns@pbcgov.org)  
(561) 233-5422



**From:** Steve Schlamp <schlamp@pbia.org>  
**Sent:** Friday, June 07, 2019 11:11 AM  
**To:** Jackie Binns A. <JBinns@pbcgov.org>  
**Subject:** CTrax

This is for Project Number PBI-EL-19-01, Elite Airways. In the main Projects page it shows "0" for Non-Compliant. When you click on the Import/Review tab, as shown below, there is nothing in pending and nothing in rejected. The workers comp was approved on 6/3/19 but the aircraft and auto liab sections are blank with approved dates. I think they forgot to insert approved dates for these coverages. One these blank areas have approved dates inserted I can then print and submit this item to the BCC.



Steven K. Schlamp  
Assistant Airports Properties Manager  
Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406  
(561) 471-7456 Fax: (561) 471-7427  
E-Mail: [schlamp@pbia.org](mailto:schlamp@pbia.org)

Palm Beach  
INTERNATIONAL AIRPORT



**PALM BEACH INTERNATIONAL AIRPORT  
OPERATING PERMIT**

<b>1. Air Transportation Company ("Permittee"):</b>		<b>2. Contact Person:</b>	
Permittee: <u>Elite Airways LLC</u>		Name: <u>Jeffrey Morgan</u>	
Address: <u>50 Portland Piers #300</u>		Title: <u>MGR Flight Control</u>	
<u>Portland, ME 04101</u>		Address: <u>1135 W. NASA BLVD</u>	
Phone: <u>321-265-5100</u>		<u>Melbourne, FL 32935</u>	
Fax: <u>207-221-1703</u>		Phone: <u>321-265-5100 x369</u>	
		Mobile: <u>831-917-9821</u>	
		Fax: <u>207-221-1703</u>	
		E-mail: <u>jmorgan@eliteairways.net</u>	
<b>3. Ground Handler Contact Information:</b>			
Ground Handler: <u>ATS</u>			
Contact: <u>Lisa Silberman</u>		Phone: <u>239-603-9993</u>	
E-mail: <u>LSilberman@atsstl.com</u>			
<b>4. Description of Permitted Flight Operations:</b>			
A description of the flight operations permitted hereunder is set forth in Attachment "A". For the purposes of this Operating Permit, a flight operation shall consist of one aircraft landing and takeoff. Permittee shall notify the Palm Beach County Department of Airports ("Department of Airports") no less than 48 hours in advance of any voluntary changes to the permitted flight operations.			
<b>5. Insurance Requirements:</b>			
Permittee shall maintain the following types and amounts of insurance coverage:			
<u>Aircraft Liability</u> - \$50,000,000 Combined Single Limit, including Passenger, Bodily Injury (including death) & Property Damage Liability.			
<u>Business Automobile Liability</u> - covering Owned, Hired & Non-Owned Vehicles. If Permittee will not be utilizing vehicles owned by Permittee, this policy should include Hired and Non-Owned Vehicles only.			
<u>No Vehicle AOA Access Required</u> - \$1,000,000 Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability.			
<u>Vehicle AOA Access Required</u> - \$5,000,000 Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability.			
<u>Airline Liability/Commercial General Liability</u>			
<u>Aircraft with 50 seats or less</u> - \$50,000,000 Combined Single Limit Each Occurrence, subject to sub-limits and annual aggregates, where applicable, for Personal Injury \$25,000,000 sub-limit for Personal Injury to non-passengers), Bodily Injury (including death) and Property Damage and shall include, but not be limited to, Premises and Operations, Personal Injury, Products and Completed Operations, Contractual Liability.			
<u>Aircraft with 50 seats or more</u> - \$100,000,000 Combined Single Limit Each Occurrence, subject to sub-limits and annual aggregates, where applicable, for Personal Injury \$25,000,000 sub-limit for Personal Injury to non-passengers), Bodily Injury (including death) and Property Damage and shall include, but not be limited to, Premises and Operations, Personal Injury, Products and Completed Operations, Contractual Liability.			
<u>Worker's Compensation</u> - applying to all employees for Statutory Limits in compliance with Chapter 440, Florida Statutes and applicable federal laws.			
<u>Umbrella Liability Insurance or Excess Liability Insurance</u> - may be used to reach the limits of liability required for the Airline Liability Policy, Aircraft Liability Policy and Business Automobile Policy.			

**PALM BEACH INTERNATIONAL AIRPORT**  
**OPERATING PERMIT**

Additional Insured Endorsement. "Additional Insured" endorsement on liability policies shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees", or as otherwise directed by the County.

Certificate Holder: The Certificate Holder for all certificates of insurance shall read: "Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470; e-mail is [properties@pbia.org](mailto:properties@pbia.org)", or as otherwise directed by the County.

Certificate of Insurance. Certificate(s) of Insurance shall be provided to Palm Beach County ("County") or the County's designated contractor certificate(s) of insurance, evidencing the coverages and amounts required hereunder prior to Permittee's first flight operation at the Airport. Renewal certificate(s) shall be delivered to the County or its designated contractor not less than five (5) business days prior to the expiration date of any policy. Each insurance policy must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the County.

Waiver of Subrogation. Permittee agrees to a Waiver of Subrogation for each policy required by this Operating Permit. When required by the insurer, or should a policy condition not permit Permittee to enter into any pre-loss agreement to waive subrogation without an endorsement, then Permittee shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Permittee enter into such an agreement on a pre-loss basis.

**6. Indemnification:**

Permittee agrees to protect, defend, reimburse, indemnify and hold the County and its elected officers, employees and agents ("County Party") and each of them free and harmless at all times from and against any and all liability, losses, expenses, costs, suits, claims, judgments, fines and damages (including reasonable attorney fees at trial and appellate levels) and causes of action of every kind and character (hereinafter collectively referred to as, "Damages"), or in which the County or a County Party is named or joined, arising out of Permittee's breach of this Operating Permit or the use of the Palm Beach International Airport ("Airport") by Permittee or Permittee's officers, employees, agents or any other persons whomsoever acting on behalf of or at the request of Permittee ("Permittee Party"), including, but not limited to, Damages arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third party or other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the condition of the Airport, Permittee's or a Permittee Party's acts, omissions or operations at the Airport, or the performance, non-performance or purported performance of Permittee or Permittee Party or any breach by Permittee or Permittee Party of the terms of this Operating Permit; provided, however, Permittee shall not be responsible for Damages determined by a court of competent jurisdiction to be solely attributable to the negligence or willful misconduct of the County. Nothing herein shall be deemed to abrogate Permittee's common law or statutory rights to contribution from the County for liability legally established as attributable to the County's negligence. Each party shall give to the other reasonable notice of any such claims or actions. Permittee recognizes the broad nature of this indemnification and hold-harmless clause, and acknowledges that the County would not enter into this Operating Permit without the inclusion of such clause, and voluntarily make this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the County in support of this indemnification in accordance with the laws of the State of Florida. The obligations arising under this indemnification agreement shall survive the expiration or earlier termination of this Operating Permit.

**7. Facilities Usage:**

Permittee shall only use those Airport terminal facilities designated by the Department of Airports for the flight operations permitted hereunder. Permittee shall have the nonexclusive right to use the public Airport facilities for the conduct of the permitted flight operations at the Airport in common with other air transportation companies operating at the Airport, including the Airport's airfield facilities. The rights provided for herein shall be subject to rules and regulations established by the Department of Airports and subject to payment of all applicable fees and charges.

**8. Fees & Charges:**

Permittee shall pay to the County the estimated fees and charges for each flight operation in advance, including, but not limited to, landing fees, gate usage charges, and ticket counter charges. Within five days after each flight operation, Permittee shall provide an activity report in a form and substance approved by the County. Permittee shall pay any difference between the estimated costs of each flight operation and the actual costs within 15 days of receipt of an invoice from the County. All amounts shall be payable to "Palm Beach County" and delivered to: Palm Beach County Department of Airports, Finance Division, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470. Refunds of prepaid fees and charges shall be made in accordance with the policies established by the Department of Airports.

**9. Laws, Regulations and Requirements:**

Permittee shall comply with all applicable federal, state, local and County laws, statutes, regulations, rules, rulings, orders, ordinances, codes, requirements, policies and directives of any kind or nature, as now or hereafter amended, applicable to Permittee's activities at the Airport, including, but not limited to, all Airport security requirements and directives, Inspector General review requirements and nondiscrimination policies, including, but not limited to, Palm Beach County Code, Sections 2-421 - 2-440 and County Resolution R-2014-1421, as may be amended, and the nondiscrimination provisions as shown in Attachment "B".

**PALM BEACH INTERNATIONAL AIRPORT**  
**OPERATING PERMIT**

**10. Revocation of Permit:**

This Operating Permit may be terminated by the County with or without cause upon prior notice to Permittee. Failure of Permittee to comply with the terms and conditions of this Operating Permit shall be considered a violation of this Operating Permit. In the event this Operating Permit is terminated due to a violation of this Operating Permit by Permittee, the County shall be entitled to retain all fees and charges paid in advance in addition to any other remedies provided by law. Venue for any action arising from this Permit shall be in Palm Beach County, Florida.

**11. Signature:**

This Operating Permit shall become effective when signed by the parties hereto. No provision of this Operating Permit is intended to, or shall be construed to, create any third party beneficiaries. The parties hereto have duly executed this Operating Permit as of the day and year written below.

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: Anne Delgado  
County Attorney

PALM BEACH COUNTY,  
a political subdivision of the State of Florida,  
by its Department of Airports

By: Laura Burke  
Director

Date: 5-24-19

Signed, sealed and delivered in  
the presence of two witnesses  
for Permittee:

Jeffrey J. Molgan  
Witness

Jeffrey J. Molgan  
Typed or printed name

Sam Wilkerson  
Witness

Sam Wilkerson  
Typed or printed name

PERMITTEE

By: Jonu Percell  
Jonu Percell  
Typed or printed name

Title: President

Date: 22 May 2019

(Seal)



**ATTACHMENT "A"**  
**DESCRIPTION OF FLIGHT OPERATIONS**

<b>Flight Operation #1:</b>
Arrive PBI Date: <u>5/24</u> Time: <u>0845</u> Origin: <u>MLB</u> Destination: <u>NAS</u>
Depart PBI Date: <u>5/24</u> Time: <u>0930</u> Origin: <u>MLB</u> Destination: <u>NAS</u>
<b>Terminal Usage:</b>
Per Use Ticket Counter: <u>Yes</u> Estimated time of usage: <u>0730-0900</u>
<b>Aircraft Information:</b>
Name of Aircraft Operator: <u>Elite Airways LLC</u>
Aircraft Description: <u>CRJ-700 White w/blue</u>
Maximum Gross Landing Weight: <u>67000 lbs</u>
Estimated Number of Passengers: <u>70</u>
<b>Flight Operation #2:</b>
Arrive PBI Date: <u>5/27</u> Time: <u>1348</u> Origin: <u>NAS</u> Destination: <u>NAS</u>
Depart PBI Date: <u>5/27</u> Time: <u>1500</u> Origin: <u>NAS</u> Destination: <u>NAS</u>
<b>Terminal Usage:</b>
Per Use Ticket Counter: <u>NO</u> Estimated time of usage: _____
<b>Aircraft Information:</b>
Name of Aircraft Operator: <u>Elite Airways LLC</u>
Aircraft Description: <u>CRJ-700 White w/blue</u>
Maximum Gross Landing Weight: <u>67000 lbs</u>
Estimated Number of Passengers: <u>70</u>
<b>Flight Operation #3:</b>
Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____
<b>Terminal Usage:</b>
Per Use Ticket Counter: _____ Estimated time of usage: _____
<b>Aircraft Information:</b>
Name of Aircraft Operator: _____
Aircraft Description: _____
Maximum Gross Landing Weight: _____
Estimated Number of Passengers: _____

**ATTACHMENT "A"**  
**DESCRIPTION OF FLIGHT OPERATIONS**

<b>Flight Operation #4:</b>
Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____
<b>Terminal Usage:</b>
Per Use Ticket Counter: _____ Estimated time of usage: _____
<b>Aircraft Information:</b>
Name of Aircraft Operator: _____
Aircraft Description: _____
Maximum Gross Landing Weight: _____
Estimated Number of Passengers: _____
<b>Flight Operation #5:</b>
Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____
<b>Terminal Usage:</b>
Per Use Ticket Counter: _____ Estimated time of usage: _____
<b>Aircraft Information:</b>
Name of Aircraft Operator: _____
Aircraft Description: _____
Maximum Gross Landing Weight: _____
Estimated Number of Passengers: _____
<b>Flight Operation #6:</b>
Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____
<b>Terminal Usage:</b>
Per Use Ticket Counter: _____ Estimated time of usage: _____
<b>Aircraft Information:</b>
Name of Aircraft Operator: _____
Aircraft Description: _____
Maximum Gross Landing Weight: _____
Estimated Number of Passengers: _____

**ATTACHMENT “B”  
NONDISCRIMINATION**

Nondiscrimination in County Contracts. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Permittee warrants and represents that throughout the term of the Operating Permit, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Operating Permit.

**A. Title VI Clauses for Compliance with Nondiscrimination Requirements.**

During the performance of this Operating Permit, Permittee, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** Permittee will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities (“Nondiscrimination Acts and Authorities” as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Operating Permit.
2. **Nondiscrimination:** Permittee, with regard to the work performed by it during this Operating Permit, 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. Permittee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Operating Permit covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Permittee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Permittee of Permittee’s obligations under this Operating Permit and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Permittee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Permittee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the non-discrimination provisions of this Operating Permit, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to Permittee under this Operating Permit until Permittee complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Permittee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Permittee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Permittee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Permittee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Permittee may request the United States to enter into the litigation to protect the interests of the United States.

**B. Title VI List of Pertinent Nondiscrimination Acts and Authorities.**

During the performance of this Operating Permit, Permittee, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 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);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

**ATTACHMENT "B"**  
**NONDISCRIMINATION**

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 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 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- 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);
- 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);
- 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 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;
- 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, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

**C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.**

1. Permittee for itself and its 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 (1) 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 said facilities, (2) that in the construction of any improvements on, over, or under such land, 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, (3) that Permittee will use the Permittee Premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Operating Permit and to enter or re-enter and repossess the Permittee Premises and the facilities thereon, and hold the same as if this Operating Permit had never been made or issued.

**D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.**

Permittee for itself and its 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:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Operating Permit 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, the Permittee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (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.
2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Operating Permit and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Operating Permit had never been made or issued.

**ATTACHMENT "B"**  
**NONDISCRIMINATION**

**E. Airport Concession Disadvantaged Business Enterprises ("ACDBE").**

This Operating Permit may be subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. It is the policy of County that ACDBEs shall have the maximum practicable opportunity to participate in the performance of contracts. Permittee 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 concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Permittee agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

**F. General Civil Rights Provision.**

Permittee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Permittee transfers its obligation to another, the transferee is obligated in the same manner as Permittee. This provision obligates Permittee for the period during which the property is owned, used or possessed by Permittee and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights.