

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: October 22, 2019	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment to Development Site Lease Agreement (Amendment) with FlightSafety International Inc. (FlightSafety) (R-2000-0154) (Lease) at 3887 Southern Boulevard at the Palm Beach International Airport (PBI).

Summary: FlightSafety leases approximately 127,021 square feet of ground area and 32,120 square feet of building area at PBI for aviation training. The Lease estimated the square footage of the building area, pending completion of a building expansion. The Amendment updates the Lease to reflect the actual square footage of the building. The Amendment also updates various provisions to ensure consistency with other leases at PBI, including provisions related to rental adjustment, security deposit nondiscrimination, Americans with Disabilities Act, Inspector General and third-party beneficiaries. The Amendment is effective as of October 1, 2019. Countywide (AH)

Background and Justification: FlightSafety has operated a flight training facility on the south side of PBI since 1984. In 2000, FlightSafety expanded its building. The Lease estimated the square footage of the building area as being 32,500 square feet, pending completion of construction. The completed building is 32,120 square feet. Building rental commenced November 1, 2014, and was based on the actual building area of 32,120 square feet; therefore the Amendment does not change the amount of rental paid.

Attachments:

- 1. First Amendment to Development Site Lease Agreement (3)

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Recommended By:	<u><i>Jana Bube</i></u>	<u>9-30-19</u>
	Department Director	Date

Approved By:	<u><i>M. Baker</i></u>	<u>10/10/19</u>
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: Fund 4100 Department 120 Unit 8452 RSource 4416
 Reporting Category _____

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

There is no fiscal impact with this Amendment. Although the Amendment restates the building area square footage, rental has been paid on the actual building square footage not the estimated square footage; therefore, the Amendment does not affect the amount FlightSafety pays for building rental.

C. Departmental Fiscal Review: CM Sumner

III. REVIEW COMMENTS

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

[Signature] 10/2/19
 OFMB 10/2/19

[Signature] 10/8/19
 Contract Dev. and Control
 10/8/19 (TW)

B. Legal Sufficiency:

Anne Helgand 10-10-19
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17
 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

C E R T I F I C A T E
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Aileen Chang is the Assistant Secretary of FlightSafety International Inc., a corporation organized and existing in good standing under the laws of the State of New York, hereinafter referred to as the "Corporation", and that as Assistant Secretary I have access to all original records of the Company. I further certify that the person named below is as of the date hereof, the duly elected or appointed, qualified and acting incumbent of the office of the Corporation set forth below. As per the Unanimous Consent of Directors dated November 30, 2018, the officers of the Corporation be, and hereby are, authorized and directed to take or cause to be taken all such further actions, to execute and deliver all such further instruments and documents and to take all such other actions in the name and on behalf of the Corporation as in his judgment shall be necessary or advisable in order to carry out fully the intent and purposes of the Corporation's resolutions:

RESOLVED, that the Corporation shall enter into that certain First Amendment to Development Site Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

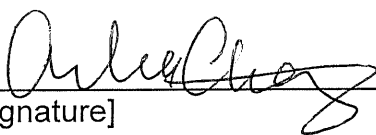
FURTHER RESOLVED, that Rick Madarasz, the Treasurer of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 19th of August, 2019.





[Signature]

Aileen Chang
Assistant Secretary
FlightSafety International Inc.

**FIRST AMENDMENT TO
DEVELOPMENT SITE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT SITE LEASE AGREEMENT (this "First Amendment") is made and entered into _____, by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY"), and FlightSafety International Inc., a New York corporation, having its office and principal place of business at Marine Air Terminal, LaGuardia Airport, Flushing, New York 11371-1016 (the "LESSEE").

WITNESSETH:

WHEREAS, COUNTY, by and through its Department of Airports (the "Department"), owns and operates the Palm Beach International Airport (the "Airport") located in Palm Beach County, Florida; and

WHEREAS, the parties entered into that certain Development Site Lease Agreement dated February 1, 2000 (R-2000-0154) (the "Lease"); and

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

NOW, THEREFORE, in consideration of the premises and of 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. 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. The Lease is hereby amended to add Exhibit "B", FEDERAL NONDISCRIMINATION REQUIREMENTS, attached hereto and incorporated herein.

3. Article 2.01, Description of Premises Leased, of the Lease is hereby deleted in its entirety and replaced with the following Article 2.01, Description of Premises Leased:

2.01 Description of Premises Leased. The premises hereby leased consist of the following:

A. That certain ground area at the Airport containing a total of approximately 127,021 square feet (2.916 ± acres) or ground area, being situated in Section 36, Township 43 South, Range 43 East, Palm Beach County, Florida, all as more particularly described on Exhibit "A", dated May 4, 1999, attached hereto and made a part hereof (the "Property"); and

B. That certain building on the Property, known as "Building #1635" containing a total of approximately 32,120 square feet of building area and ancillary space.

4. Article 3.01, Ground Rental, of the Lease is hereby deleted in its entirety and replaced with the following Article 3.01, Rental:

3.01 Rental.

A. Ground Rental. The initial annual ground rental to be paid to COUNTY by LESSEE shall be \$0.70 per square foot for 127,021 square feet of ground area, for a total of \$88,914.70 annually, or \$7,409.56 monthly, together with applicable sales tax thereon.

B. Building Rental. The rental to be paid to COUNTY by LESSEE for Building #1635 shall be \$7.55 per square foot for approximately 32,120 square feet of building area, for a total of \$242,506.00 annually, or \$20,208.83 monthly, together with applicable sales tax thereon.

5. Article 3.04, Adjustment of Rental, of the Lease is hereby modified to delete Articles 3.04(A), (B) and (C) in their entirety and replace with the following three Articles 3.04(A), (B) and (C):

A. On October 1, 2022, and each three (3) year anniversary thereof (each such date, an "Adjustment Date"), the then current rental shall be adjusted in accordance with the provisions of this Article 3.04(A). The new rental shall be determined by an appraisal obtained by COUNTY, which shall set forth the fair market rental for the Premises (inclusive of Building 1635, in accordance with Article 3.03). The appraisal shall be performed, at COUNTY's sole cost and expense, by a qualified appraiser selected by COUNTY. COUNTY shall notify LESSEE in writing of the fair market rental of the Premises as established by the appraisal, which shall become the new rental subject to the limitations set forth in Article 3.04(B) below. LESSEE shall commence paying the new rental as of the Adjustment Date. In no case shall the rental so adjusted be less than the rental for the prior period. When such new rental rate is approved by the Department, this Lease shall automatically be considered as amended to reflect the new rental rate, without formal amendment hereto, upon written notification by the Department to LESSEE of the establishment of the new rental rates applicable to the Premises.

B. Notwithstanding the foregoing, the rental payable by LESSEE hereunder for the Premises shall not exceed an amount that would be obtained by multiplying the rental in effect as of the Effective Date of this First Amendment by a fraction, the numerator of which shall be the "Consumer Price Index" (as hereinafter defined) figure for the month of May of the year in which such adjustment is to become effective and the denominator of which shall be the Consumer Price Index figure for the month of February, 2000, for the ground rental provided in Article 3.01(A), and November, 2014, for the building rental provided in Article 3.01(B).

C. For the purposes hereof, the term "Consumer Price Index" shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers, United States city average, all items (1982 - 1984 = 100), not seasonally adjusted, or any successor thereto as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. In the event that the Consumer Price Index ceases to use the 1982 - 1984 average of one hundred (100) as the standard reference index base period, the then current standard reference index base

period shall be utilized. In the event the Consumer Price Index (or successor or substitute Consumer Price Index) is not available, a reliable governmental or other nonpartisan publication evaluating information theretofore used in determining the Consumer Price Index shall be used.

6. Article 3.07 of the Lease is hereby deleted in its entirety and replaced with the following Article 3.07:

3.07 Security for Payment. LESSEE shall provide to COUNTY, and shall keep in full force and effect throughout the entire term of this Lease, a Surety Bond ("Bond") or Clean Irrevocable Letter of Credit ("Letter of Credit"), in a form and drawn on such company as is acceptable to COUNTY, in its sole discretion, in an amount equivalent to three (3) months' rental payments required hereunder; provided, however, if the amount of any required Security for Payment increase resulting from any adjustment of rental pursuant to Article 3.04 is less than fifteen percent (15%) of the amount of the Security for Payment currently held, no increase in the Security for Payment shall be required. The Security for Payment shall serve as security for the payment of all sums due to COUNTY and shall also secure the performance of all obligations of LESSEE hereunder. In the event of any failure by LESSEE to pay any sums, rentals or charges to COUNTY when due or upon any other failure to perform any of its obligations or other default under this Lease, then, in addition to any other rights and remedies available to COUNTY at law or in equity, COUNTY shall be entitled to draw on the Security for Payment and apply same to all amounts owed. Upon notice of any such draw, LESSEE shall immediately replace the Security for Payment with a new Letter of Credit or Bond in the full amount of the Security for Payment required hereunder. The Security for Payment shall be kept in full force and effect throughout the Term of this Lease and for a period of six (6) months after the termination of this Lease. Not less than thirty (30) calendar days prior to any expiration date of a Letter of Credit or Bond, LESSEE shall submit evidence in form satisfactory to COUNTY that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond as required by this Article 3.07 shall: (i) entitle COUNTY to draw down the full amount of such Security for Payment, and (ii) constitute a default of this Lease entitling COUNTY to all available remedies. The Security for Payment shall not be returned to LESSEE until all obligations under this Lease are performed and satisfied. Prior to consent from COUNTY to any assignment of this Lease by LESSEE, LESSEE's assignee shall be required to provide a Security for Payment to COUNTY in accordance with the terms and conditions of this Article 3.07. The obligations arising under this Article 3.07 shall survive the expiration or earlier termination of this Lease.

7. Article XX of the Lease is hereby deleted in its entirety and replaced with the following Article XX:

ARTICLE XX
NONDISCRIMINATION

20.01 Nondiscrimination in County Contracts. 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, LESSEE warrants and represents that throughout the term of this Lease, 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 this Lease.

20.02 Federal Nondiscrimination Covenants. LESSEE shall comply with all applicable requirements of the Federal Nondiscrimination Requirements set forth in Exhibit "B" attached hereto.

8. Article XXIII, MISCELLANEOUS, of the Lease is hereby amended to add the following Articles 23.21, 23.22 AND 23.23:

23.21 Americans with Disabilities Act. Tenant shall comply with all applicable requirements of the Americans with Disabilities Act, the State of Florida Accessibility Requirements Manual, and Section 504 of the Rehabilitation Act of 1973 and all implementing rules, regulations and orders, including, but not limited to 28 CFR Parts 35 and 36 and 49 CFR Parts 27 and 37, and shall cooperate with County to ensure Tenant remains in compliance with such requirements throughout the Term of this Lease.

23.22 Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Concessionaire, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

23.23 No Third Party Beneficiaries. No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizen or employees of COUNTY and/or LESSEE.

9. Except as specifically amended herein, all of the terms and conditions of the Lease shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

10. This First Amendment shall become effective on October 1, 2019.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, COUNTY and LESSEE have executed this First Amendment as of the date first written above.

ATTEST:
SHARON R. BOCK,
CLERK AND COMPTROLLER

**PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA, BY ITS BOARD OF COUNTY
COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
County Attorney

By: *Beira Beels*
Director, Department of Airports

Signed, sealed and delivered in
the presence of two witnesses

LESSEE:
FLIGHTSAFETY INTERNATIONAL INC.

Amparo T. Calatajud
Signature

By: *Richard Madarasz*
Signature

AMPARO T. CALATAJUD
Print Name

Richard Madarasz
Print Name

Matthew DeFoe
Signature

Treasurer & Financial Director
Title

Matthew DeFoe
Print Name

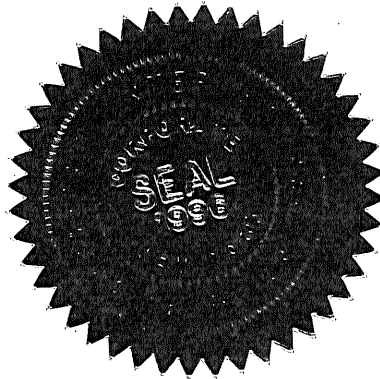


EXHIBIT "B"
FEDERAL NONDISCRIMINATION REQUIREMENTS

A. Title VI Clauses for Compliance with Nondiscrimination Requirements.

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

1. **Compliance with Regulations:** LESSEE 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 Agreement.
2. **Nondiscrimination:** LESSEE, with regard to the work performed by it during this Agreement, 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. LESSEE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement 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 LESSEE 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 LESSEE of LESSEE's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** LESSEE 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, LESSEE 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 nondiscrimination provisions of this Agreement, 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 LESSEE under this Agreement until LESSEE complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** LESSEE 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. LESSEE 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 LESSEE becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, LESSEE may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, LESSEE 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 Agreement, LESSEE, for itself, its assignees, and successors in interest, agrees to comply with the following nondiscrimination 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 (Nondiscrimination 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);
- 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. LESSEE 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 LESSEE will use the LESSEE Premises and any License Area 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 Agreement and to enter or re-enter and repossess the LESSEE Premises and any License Area and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

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

LESSEE 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 Agreement 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 LESSEE 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 Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

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

This Agreement 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. LESSEE 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. LESSEE 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.

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