



**II. FISCAL IMPACT ANALYSIS**

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

| Fiscal Years                                   | <u>2021</u>         | <u>2022</u>         | <u>2023</u>         | <u>2024</u>         | <u>2025</u>         |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|
| Capital Expenditures                           | _____               | _____               | _____               | _____               | _____               |
| Operating Costs                                | _____               | _____               | _____               | _____               | _____               |
| Operating Revenues                             | _____               | _____               | _____               | _____               | _____               |
| Program Income (County)                        | _____               | _____               | _____               | _____               | _____               |
| In-Kind Match (County)                         | _____               | _____               | _____               | _____               | _____               |
| <b>NET FISCAL IMPACT</b>                       | <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> |
| <b># ADDITIONAL FTE POSITIONS (Cumulative)</b> | _____               | _____               | _____               | _____               | _____               |

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 \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ RSource \_\_\_\_\_  
 Reporting Category \_\_\_\_\_

*JA*

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

The Amendment provides for repayment of unpaid fees and charges and therefore there is no net fiscal impact as a result of the Amendment. Frontier has completed repayment of all amounts due.

**C. Departmental Fiscal Review:** *[Signature]*

**III. REVIEW COMMENTS**

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

*[Signature]* 1/21/21  
 OFMB *[Signature]* 1/21

*[Signature]* 1/29/21  
 Contract Dev. and Control  
 1-28-21 *[Signature]*

**B. Legal Sufficiency:**

*[Signature]* 2-2-21  
 Assistant County Attorney

**C. Other Department Review:**

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

REVISED 11/17

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

🔍 Search

👤 Insured

Insured Name

Frontier Airlines Inc. (DX00000623)



Frontier Airlines Inc. (DX00000623)

Active Records Only

Advance Search

Name: Frontier Airlines Inc. 👤

Account Number: DX00000623

Address:

Status: Compliant with minor/expiring deficiencies.

Insured Tasks Admin Tools

View

👤 Insured

📄 Notes

🕒 History

☰ Deficiencies

📶 Coverages

★ Requirements

🗄️ Contract Screen

Add

Edit

Help

Video Tutorials

Insured

Business Unit(s)

DBA Number

Print Insured Info

Print Compliance Report

Account Information

Account Number: DX00000623

Risk Type: Standard - General Services

Do Not Call:

Address Updated:

Address Information

Mailing Address

Physical Address

Insured: Frontier Airlines Inc.

Address 1:

Address 2:

City:

State:

Zip:

Country:

**Contract Information**

Contract Number:

Contract Start Date:

Contract End Date:

Contract Effective Date:

Contract Expiration Date:

Description of Services:

Non-Signatory  
Airline Agmt

Safety Form II:

**Contact Information**

Contact Name:

Avid  
Woodard

Misc:

Phone Number:

Alt Phone Number:

Fax Number:

E-Mail Address:

david.woodard@flyfronteir.com

Approval Date:

Rush:

No

Contract on File:

No

Certificate Received:

No

Indemnification Agreement:

No

Tax Id:

This Account created by 391 on 05/02/2020.

**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 Howard Diamond is the Secretary of Frontier Airlines, Inc., a corporation organized and existing in good standing under the laws of the State of Colorado, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 25th day of June, 2014, in accordance with the laws of the State of Colorado, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain First Amendment to Non-Signatory Airline 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 Howard Diamond, the SVP, General Counsel & Corporate Secretary 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 29<sup>th</sup> day of October, 2020.



\_\_\_\_\_  
[Signature]

Corporate Seal

Howard Diamond, Secretary  
(print name)

**FIRST AMENDMENT TO  
NON-SIGNATORY AIRLINE AGREEMENT**

**THIS FIRST AMENDMENT TO NON-SIGNATORY AIRLINE AGREEMENT** (this "Amendment") is made and entered into this 2<sup>nd</sup> day of November, 2020, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Frontier Airlines, Inc., a Colorado corporation, having its office and principal place of business at 4545 Airport Way, Denver, Colorado 80239 ("Airline").

**WITNESSETH:**

**WHEREAS**, County, by and through its Department of Airports, owns and operates the Palm Beach International Airport, which is located in Palm Beach County, Florida; and

**WHEREAS**, the parties entered into that certain Non-Signatory Airline Agreement dated March 23, 2015 (R-2015-1611) ("Agreement"); and

**WHEREAS**, as a result of the COVID-19 pandemic, Airline has experienced significant impacts to its business operations; and

**WHEREAS**, Airline is delinquent in making certain payments to County under the Agreement; and

**WHEREAS**, Airline has agreed to repay delinquent amount to County in accordance with the terms and conditions of this Amendment, and County has agreed to allow Airline to repay delinquent amounts as provided for herein; and

**WHEREAS**, the County Administrator or designee, the Director of the Department of Airports, has been delegated the authority by the Board of County Commissioners of Palm Beach County pursuant to County Resolution R-2020-0527 to enter into this Amendment; and

**WHEREAS**, the parties desire to amend the Agreement as provided for herein.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and 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 foregoing recitals are true and correct and are hereby incorporated herein by reference. Terms not defined herein shall have the meanings set forth in the Agreement.

2. **Warranties and Representations.** As a material inducement to County to enter into this Amendment, Airline hereby acknowledges, represents and warrants to the County that the following acknowledgments, representations and warranties are true and correct as of the Effective Date of this Amendment: (a) Airline has experienced significant impacts to its flight operations directly resulting from the COVID-19 pandemic; (b) Airline is not entitled to, and has

not submitted or made a claim under, any policies of insurance maintained by Airline for recovery based on COVID-19 impacts to its business operations; and (c) the payment security in the form of that certain Performance Bond Number CMS289255, issued by RLI Insurance Company, dated December 11, 2015, in favor of Palm Beach County in the amount of \$199,683.00 is in full force and effect and has not been cancelled or otherwise modified.

3. **Repayment Schedule.** Airline shall repay delinquent amounts due to County under the Agreement as specifically set forth in Exhibit "A" ("Repayment Schedule") in accordance with the terms, conditions and limitations of this Amendment. Airline acknowledges and agrees that all delinquent amounts shall be paid by Airline to County on the dates and in the amounts provided on Exhibit "A", time being of the essence. Airline acknowledges its obligation to be current in the payment of all charges and fees under the Agreement, not identified in the Repayment Schedule, as and when they become due, and nothing herein shall be construed as deferring or delaying Airline's obligation to pay any amounts not specifically set forth in Exhibit "A".

4. **Default.** The occurrence of any one or more of the following events shall constitute a material default of this Amendment by Airline:

- A. The failure by Airline to make any payment required to be made by Airline pursuant to this Amendment, as and when due, where such failure shall continue for a period of three (3) Business Days after such payment is due and payable. For purposes of this paragraph, the term "Business Day" shall mean any day other than a Saturday, Sunday or County holiday.
- B. The discovery by County that any of the warranties and representations made by Airline herein as an inducement to enter into this Amendment were materially false.

5. **Remedies.** County shall have the right to terminate this Amendment upon written notice to Airline in the event of a material default of this Amendment by Airline. In the event County terminates this Amendment, Airline acknowledges and agrees that: (a) all amounts shall be considered due and payable as of the original dates provided in the Agreement as if this Amendment had never been entered into by the parties, including applicable late fees and interest charges; (b) County shall be entitled to exercise all available remedies under the Agreement for Airline's failure to timely pay all amounts as and when due; and (c) no further notice shall be required by County to Airline prior to County's exercise of its remedies due to default notwithstanding any provision of the Agreement to the contrary.

6. **Waiver.** Nothing in this Amendment shall be construed as waiving, reducing, abating or otherwise modifying any amounts due and payable to County under the Agreement. Furthermore, the failure of either party to insist on strict performance of any of the agreements, terms, covenants and conditions of this Amendment shall not be deemed a waiver of any rights or remedies that either party may have for any subsequent breach, default, or non-performance, and neither parties' right to insist on strict performance of this Amendment shall be affected by any previous waiver or course of dealing.

7. **Acknowledgement of Amounts Due.** Airline hereby expressly acknowledges and agrees that any force majeure provisions contained in the Agreement do not apply to the nonpayment of any amounts due County under the Agreement. Nothing herein shall be construed as an acknowledgement by County of the validity of any claim, or potential claim, under any force majeure provision of the Agreement associated with the COVID-19 pandemic or associated impacts. The provisions of this paragraph shall survive the termination of this Amendment.

8. **Nondiscrimination Covenants.** Sections 17.01 and 17.02 of the Agreement are hereby deleted in its entirety and replaced with the following:

17.01 **Nondiscrimination in County Contracts.** Palm Beach 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, Airline warrants and represents that throughout the term of the Agreement, 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 Agreement.

17.02 **Federal Nondiscrimination Covenants.** Airline, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that it shall comply with the Federal Nondiscrimination Covenants attached hereto as Exhibit "B".

9. **Scrutinized Companies.** Section 22.27 of the Agreement is hereby deleted in its entirety and replaced with the following:

22.27 **Scrutinized Companies.** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, Airline certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Airline is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of County. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Airline certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria. If County determines, using credible information available to the public, that a false certification has been submitted by Airline, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.



10. **Notices.** All notices and elections to be given or delivered by or to any party hereunder, shall be in writing and shall be delivered in accordance with Section 22.21, Notices, of the Agreement, to the following address for Airline:

Airline: Frontier Airlines, Inc.  
Attn: Director of Airport Planning  
4545 Airport Way  
Denver, CO 80239

11. **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.

12. **Conflict.** In the event of a conflict between any provision of this Amendment and the provisions of the Agreement, or any other amendment thereto, the provisions of this Amendment shall control.

13. **Authorized Representatives.** The parties acknowledge that this Amendment has been executed by its duly authorized representatives. The parties declare and acknowledge that the terms of this Amendment have been completely read, fully understood, discussed with counsel, and voluntarily accepted by each party.

14. **Incorporation by Reference.** Exhibits attached hereto and referenced herein are hereby incorporated into made a part of this Amendment.

15. **Paragraph Headings.** The heading of the various sections of this 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 Amendment or the Agreement.

16. **Effective Date.** This Amendment shall become effective upon execution by the parties hereto ("Effective Date").

{Remainder of Page Intentionally Left Blank.}

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

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

[Signature]  
Witness Signature

Steven K. Schlamp  
(Typed or Printed)

[Signature]  
Witness Signature

**Estelle G. Mastrogiovanni**

(Typed or Printed)

PALM BEACH COUNTY, FLORIDA

By: [Signature]  
Director, Department of Airports

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

ATTEST:

By: N/A  
Secretary  
  
(Seal)



AIRLINE:  
FRONTIER AIRLINES, INC.  
a Colorado corporation

By: [Signature]

Howard Diamond  
Typed or Printed Name of Corporate Officer  
Title: **SVP, General Counsel & Secretary**

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

[Signature]  
Witness Signature

VALERIE TYLER  
(Typed or Printed)

[Signature]  
Witness Signature

Shannon Muir  
(Typed or Printed)

EXHIBIT "A"  
REPAYMENT SCHEDULE

**EXHIBIT "A" TO FIRST AMENDMENT - FRONTIER AIRLINES, INC.**

Calculated from Transaction Date as of 09/23/2020

| Item Number                            | Trans Date | Due Date  | Description  | Original Amount     | Balance             | Current       | 1-30 Days          | 31-60 Days         | 61-90 Days         | 91+ Days            |
|--|------------|-----------|--|---------------------|---------------------|---------------|--------------------|--------------------|--------------------|---------------------|
| CRINV:wire                             | 10/15/2019 |           | inv. #s 19-15200 = \$7.50<br>and 20-18214 = \$15.00<br>listed on wire payment.<br>inv# 19-15200 has 0<br>balance | (\$290.00)          | (\$7.50)            | \$0.00        | \$0.00             | \$0.00             | \$0.00             | (\$7.50)            |
| CRINV:wire                             | 1/2/2020   |           | per wire pymt inv# =<br>Jan 2020 Rent<br>Credit Memo   | (\$5,424.41)        | (\$3.47)            | \$0.00        | \$0.00             | \$0.00             | \$0.00             | (\$3.47)            |
| BLCM :19-17923                         | 9/5/2019   | 9/5/2019  |  | (\$1,883.51)        | (\$101.27)          | \$0.00        | \$0.00             | \$0.00             | \$0.00             | (\$101.27)          |
| BLIN :20-20011                         | 4/20/2020  | 4/20/2020 | Landing Fees - Mar   | \$84,746.61         | \$69,525.62         | \$0.00        | \$0.00             | \$0.00             | \$0.00             | \$69,525.62         |
| BLIN :20-20263                         | 5/19/2020  | 5/19/2020 | Landing Fees - Apr   | \$661.59            | \$661.59            | \$0.00        | \$0.00             | \$0.00             | \$0.00             | \$661.59            |
| BLIN :20-20310                         | 5/21/2020  | 6/1/2020  | Rent - June  | \$3,638.70          | \$3,638.70          | \$0.00        | \$0.00             | \$0.00             | \$0.00             | \$3,638.70          |
| BLIN :20-20416                         | 6/15/2020  | 5/1/2020  | Misc Charges - BHS<br>May  | \$491.32            | \$491.32            | \$0.00        | \$0.00             | \$0.00             | \$0.00             | \$491.32            |
| BLIN :20-20447                         | 6/18/2020  | 6/18/2020 | Landing Fees - May   | \$27,272.00         | \$27,272.00         | \$0.00        | \$0.00             | \$0.00             | \$0.00             | \$27,272.00         |
| BLIN :20-20496                         | 6/22/2020  | 7/1/2020  | Rent - July  | \$3,638.70          | \$3,638.70          | \$0.00        | \$0.00             | \$0.00             | \$0.00             | \$3,638.70          |
| BLIN :20-20622                         | 7/9/2020   | 6/1/2020  | Misc Charges - BHS<br>June   | \$867.62            | \$867.62            | \$0.00        | \$0.00             | \$0.00             | \$867.62           | \$0.00              |
| BLIN :20-20677                         | 7/20/2020  | 7/20/2020 | Landing Fees - June  | \$24,897.08         | \$24,897.08         | \$0.00        | \$0.00             | \$0.00             | \$24,897.08        | \$0.00              |
| BLIN :20-20727                         | 7/21/2020  | 8/1/2020  | Rent - August  | \$3,638.70          | \$3,638.70          | \$0.00        | \$0.00             | \$0.00             | \$3,638.70         | \$0.00              |
| BLIN :20-20839                         | 8/10/2020  | 7/1/2020  | Misc Charges - BHS<br>July   | \$869.04            | \$869.04            | \$0.00        | \$0.00             | \$869.04           | \$0.00             | \$0.00              |
| BLIN :20-20882                         | 8/17/2020  | 8/17/2020 | Landing Fees - July  | \$25,928.07         | \$25,928.07         | \$0.00        | \$0.00             | \$25,928.07        | \$0.00             | \$0.00              |
| BLIN :20-20937                         | 8/25/2020  | 9/1/2020  | Rent - Sept  | \$3,638.70          | \$3,638.70          | \$0.00        | \$3,638.70         | \$0.00             | \$0.00             | \$0.00              |
| BLIN :20-21044                         | 9/8/2020   | 8/1/2020  | Misc Charges - BHS   | \$403.28            | \$403.28            | \$0.00        | \$403.28           | \$0.00             | \$0.00             | \$0.00              |
| BLIN :20-21052                         | 9/9/2020   | 9/9/2020  | Landing Fees   | (\$62.96)           | (\$62.96)           | \$0.00        | (\$62.96)          | \$0.00             | \$0.00             | \$0.00              |
| BLIN :20-21066                         | 9/9/2020   | 9/9/2020  | Landing Fees   | (\$11.45)           | (\$11.45)           | \$0.00        | (\$11.45)          | \$0.00             | \$0.00             | \$0.00              |
| BLIN :20-21081                         | 9/9/2020   | 9/9/2020  | Landing Fees   | (\$118.30)          | (\$118.30)          | \$0.00        | (\$118.30)         | \$0.00             | \$0.00             | \$0.00              |
| BLIN :20-21094                         | 9/10/2020  | 9/10/2020 | Landing Fees   | (\$48.96)           | (\$48.96)           | \$0.00        | (\$48.96)          | \$0.00             | \$0.00             | \$0.00              |
| BLIN :20-21108                         | 9/10/2020  | 9/10/2020 | Landing Fees   | (\$103.03)          | (\$103.03)          | \$0.00        | (\$103.03)         | \$0.00             | \$0.00             | \$0.00              |
| BLIN :20-21121                         | 9/11/2020  | 9/11/2020 | Landing Fees   | (\$300.82)          | (\$300.82)          | \$0.00        | (\$300.82)         | \$0.00             | \$0.00             | \$0.00              |
| BLIN :20-21128                         | 9/11/2020  | 9/11/2020 | Landing Fees   | (\$7.63)            | (\$7.63)            | \$0.00        | (\$7.63)           | \$0.00             | \$0.00             | \$0.00              |
| BLIN :20-21135                         | 9/11/2020  | 9/11/2020 | Landing Fees   | (\$600.37)          | (\$600.37)          | \$0.00        | (\$600.37)         | \$0.00             | \$0.00             | \$0.00              |
| BLIN :20-21144                         | 9/11/2020  | 9/11/2020 | Landing Fees   | (\$180.63)          | (\$180.63)          | \$0.00        | (\$180.63)         | \$0.00             | \$0.00             | \$0.00              |
| BLIN :20-21152                         | 9/11/2020  | 9/11/2020 | Landing Fees   | (\$262.01)          | (\$262.01)          | \$0.00        | (\$262.01)         | \$0.00             | \$0.00             | \$0.00              |
| BLIN :20-21197                         | 9/17/2020  | 9/17/2020 | Common Use - Aug   | \$1,600.00          | \$1,600.00          | \$0.00        | \$1,600.00         | \$0.00             | \$0.00             | \$0.00              |
| BLIN :20-21198                         | 9/17/2020  | 9/17/2020 | Landing Fees - Aug   | \$19,191.30         | \$19,191.30         | \$0.00        | \$19,191.30        | \$0.00             | \$0.00             | \$0.00              |
| <b>Frontier Airlines, Inc. Totals:</b> |            |           |  | <b>\$184,453.32</b> | <b>\$184,453.32</b> | <b>\$0.00</b> | <b>\$23,137.12</b> | <b>\$26,797.11</b> | <b>\$29,403.40</b> | <b>\$105,115.69</b> |
| <b>Report Totals:</b>                  |            |           |  | <b>\$192,188.63</b> | <b>\$184,453.32</b> | <b>\$0.00</b> | <b>\$23,137.12</b> | <b>\$26,797.11</b> | <b>\$29,403.40</b> | <b>\$105,115.69</b> |

|                                     |                     |   |
|-------------------------------------|---------------------|---|
| <b>BEGINNING REPAYMENT BALANCE:</b> | <b>\$184,453.32</b> |   |
| <b>Repayment #1</b>                 | <b>\$45,000.00</b>  | <b>TO BE PAID BY AIRLINE OCTOBER 1, 2020</b>  |
| <b>Repayment #2</b>                 | <b>\$45,000.00</b>  | <b>TO BE PAID BY AIRLINE NOVEMBER 1, 2020</b> |
| <b>Repayment #3</b>                 | <b>\$45,000.00</b>  | <b>TO BE PAID BY AIRLINE DECEMBER 1, 2020</b> |
| <b>Repayment #4</b>                 | <b>\$49,453.32</b>  | <b>TO BE PAID BY AIRLINE JANUARY 1, 2021</b>  |
|                                     | <b>\$184,453.32</b> | <b>SUM OF REPAYMENTS</b>                      |

IN ADDITION TO REPAYMENT IN OCTOBER, 2020 THROUGH JANUARY, 2021, AS LISTED, AIRLINE SHALL PAY ALL "CURRENT" CHARGES & FEES UNDER THE AGREEMENT AS AND WHEN DUE.

**EXHIBIT “B”**  
**FEDERAL NONDISCRIMINATION COVENANTS**

For purposes of this Exhibit, the term “CONTRACTOR” means Airline and the term “Agreement” means the Agreement more particularly described in the preamble of this Amendment.

A. Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this Agreement, CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

1. Compliance with Regulations: CONTRACTOR 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: CONTRACTOR, 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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR of CONTRACTOR’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: CONTRACTOR 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, CONTRACTOR 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 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 CONTRACTOR under this Agreement until CONTRACTOR complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, CONTRACTOR may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, CONTRACTOR 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, CONTRACTOR, 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);
- 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. CONTRACTOR 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 CONTRACTOR will use the CONTRACTOR 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 CONTRACTOR 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.

CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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.

CONTRACTOR 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 CONTRACTOR transfers its obligation to another, the transferee is obligated in the same manner as CONTRACTOR. This provision obligates CONTRACTOR for the period during which the property is owned, used or possessed by CONTRACTOR and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.