



**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  No   
 Does this item include the use of federal funds? Yes  No

Budget Account No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ RSource \_\_\_\_\_  
 Reporting Category \_\_\_\_\_

*(JW)*

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

There is no fiscal impact as a result of the Agreement.

**C. Departmental Fiscal Review:** *Deborah J. Jensen*

**III. REVIEW COMMENTS**

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

*Liz Mer* 2/5/21  
 OFMB ASD  
 2/4/21 2/5 2/5

*Eric J. Jacobson* 2/9/21  
 Contract Dev. and Control  
 2-8 21 TW

**B. Legal Sufficiency:**

*Anne Delmont* 2-11-21  
 Assistant County Attorney

**C. Other Department Review:**

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

REVISED 11/17

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

**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 Lesley Costello is the Assistant Secretary of DTG Operations, Inc., a corporation organized and existing in good standing under the laws of the State of Oklahoma, 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 14th day of August, 2013, in accordance with the laws of the State of Oklahoma, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Access 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 Stephen A. Blum, the Vice President, Real Estate 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 her hand and affixed the Corporate Seal of the Corporation the 17th day of November, 2020.

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

Corporate Seal

Lesley Costello, Assistant Secretary  
(print name)

🔍 Search

👤 Insured

Insured Name

Dollar Thrifty Automotive Group, inc. (DXC



DTG Operations, Inc. (DX00001333)

Active Records Only

Advance Search

**Insured Tasks Admin Tools**

View

👤 Insured

📄 Notes

🔄 History

☰ Deficiencies

📶 Coverages

★ Requirements

🔍 Contract Screen

Add

Edit

Help

Video Tutorials

Name: Dollar Thrifty Automotive Group, inc. 👤

Account Number: DX00001333

Address: 8501 Williams Road, Estero, FL, 33928

Status: Currently in Compliance.

Insured

Business Unit(s)

DBA Number

DBA Name

Print Insured Info

Print Compliance Report

**Account Information**

Account Number: DX00001333

Risk Type: Standard - General Services

Do Not Call: Address Updated:

**Address Information**

**Mailing Address**

**Physical Address**

Insured: Dollar Thrifty Automotive Group, inc.

Address 1: 8501 Williams Road

Address 2:

City: Estero

State:	FL	
Zip:	33928	
Country:		
<b>Contract Information</b>		
Contract Number:		
Contract Start Date:	Contract End Date:	
Contract Effective Date:	Contract Expiration Date:	
Description of Services:	PBI-DG-93-02 - Access Agreement	Safety Form II:
<b>Contact Information</b>		
Contact Name:	Gordon Walters	Misc:
Phone Number:	2393017248	Alt Phone Number:
Fax Number:		
E-Mail Address:	gl.walters@hertz.com	
Approval Date:		
Rush:	No	
Contract on File:	No	
Certificate Received:	Yes	
Indemnification Agreement:	No	
Tax Id:		

This Account created by e59 on 01/28/2021.

**ACCESS AGREEMENT**

**THIS ACCESS AGREEMENT** (“Agreement”) is made and entered into as of November 20, 2020, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (“County”), and DTG OPERATIONS, INC., an Oklahoma corporation, by and through its affiliate, The Hertz Corporation, a Delaware corporation, having its office and principal place of business at c/o, 8501 Williams Road, Estero, FL 33928 (“Licensee”).

**WITNESSETH:**

**WHEREAS**, effective October 31, 2020, Licensee terminated that certain Airport Ground Lease Agreement with County dated October 5, 1993 (R-93-1267D, as amended) for certain real property at the Palm Beach International Airport (“PBI”) at 2600 Turnage Blvd, West Palm Beach, FL 33406, legally described in Exhibit “A” attached hereto (the “Property”);

**WHEREAS**, Licensee desires to maintain access to the Property to perform the Remedial Action Plan, dated January 17, 2017, identified as Florida Department of Environmental Protection (“FDEP”) Facility No. 50-8944439, as approved by the Palm Beach County Department of Environmental Resources Management (“ERM”) on behalf of FDEP (the “Environmental Work”); and

**WHEREAS**, County desires to permit Licensee to perform the Environmental Work, subject to the terms and conditions herein.

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

1. **Term.** The term of this Agreement shall commence upon full execution of this Agreement by the Parties hereto (the “Effective Date”) and expire on October 31, 2022, unless terminated earlier in accordance with the provisions of this Agreement (the “Term”). The Term may be extended by County at County’s sole discretion, for any period of time not to exceed twenty-four (24) additional months, upon written notification by County.

2. **Right of Entry.** During the Term, Licensee and its duly authorized agents and employees shall have the right to enter upon the Property to perform the Environmental Work. The Environmental Work shall be performed by people or entities properly licensed in the respective areas or matters involved. Licensee shall perform or cause the Environmental Work to be performed in the least intrusive manner possible at its sole cost and expense and in a manner which minimizes the impact upon County's use of the Property. Licensee shall be solely responsible for, and shall, at its sole cost and expense, promptly repair any damage resulting from

Licensee's exercise of the rights granted hereby, and restore any improvements or landscaping now existing or constructed within the Property to the condition it was in prior to such damage, using materials of like kind and quality. Licensee shall deliver to County complete copies of all reports or similar items evidencing the results of the Environmental Work. Licensee acknowledges and agrees that the rights granted by this Agreement are and shall be strictly limited to the right to perform the Environmental Work, and that Licensee may not utilize the Property for any other purpose whatsoever. Licensee shall promptly cause any lien imposed against the Property as a result of Licensee's exercise of the rights granted hereby to be discharged or transferred to bond. Licensee's obligations under this paragraph shall survive the termination or expiration of this Agreement until satisfied.

3. Condition of Property. Licensee acknowledges and agrees that County shall have no liability whatsoever relating to the condition of the Property and Licensee hereby knowingly enters the Property in its "As Is" condition. Licensee shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages, and/or causes of action arising as a result of Licensee, its agents, employees, licensees and invitees' entry onto the Property for any personal injury, loss of life and/or damage to property sustained by reason of or as a result of the use, occupancy and testing by Licensee, its agents, employees, licensees, invitees, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim. In the event that County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Licensee's obligations under this paragraph shall survive the termination or expiration of this Agreement.

4. Insurance. During the Term, Licensee shall maintain, and shall require its contractors and subcontractors to maintain, and keep in full force and effect General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate, bodily injury and property damage liability coverage, which shall include coverage for explosion, collapse and underground damage; Contractors Pollution Liability insurance at a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence; Business Automobile Liability at a limit of liability not less than One Million Dollars (\$1,000,000) each occurrence for all owned, non-owned and hired automobiles; excess insurance coverage with a combined single limit of not less than Four Million Dollars (\$4,000,000) each occurrence in excess of the underlying insurance requirements set forth above; and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes.. Coverage shall be provided on a primary basis. The General Liability policy and Contractors Pollution Liability policy shall name County as an Additional Insured. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406". Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County prior to entry upon the Property by Licensee and/or Licensee's contractors and subcontractors pursuant to this Agreement. Such Certificate shall require at least thirty (30) days prior notice of cancellation or non-renewal. In no event shall the limits of said insurance policies

be considered as limiting the liability of Licensee and/or its contractors and subcontractors under this Agreement. Notwithstanding anything to the contrary contained herein, Licensee shall have the right to self-insure, in whole or in part, all coverages that Licensee is required to maintain as set forth herein.

5. Notices. All notices to be given or delivered by or to any party hereunder, except for Stop Notice, as provided in Section 8 below, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, telecopied, faxed or sent by electronic mail (provided in each case a receipt is obtained), or alternatively shall be delivered by the United States Postal Service, Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a Business Day and on the next Business Day if transmitted after 5PM or on a non-Business Day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

If to County:           Palm Beach County Department of Airports  
                              ATTN: Director  
                              846, Palm Beach International Airport  
                              West Palm Beach, Florida 33406-1491

With a copy to:       Palm Beach County Attorney's Office  
                              ATTN: Airport Attorney  
                              301 North Olive Ave., Suite 601  
                              West Palm Beach, FL 33401

If to Licensee:        The Hertz Corporation  
                              8501 Williams Road  
                              Esterro, FL 33928  
                              Attn: Tim Egan  
                              E-mail: [Tegan@Hertz.com](mailto:Tegan@Hertz.com)

Either party may from time to time change the address or addresses to which notices under this Agreement shall be given to such party upon three (3) days prior written notice. The effective date of any notice shall be: (i) the date of delivery if such notice is delivered by personal delivery; (ii) three (3) business days after the date deposited in the United States mail if such notice is delivered by mail; or (iii) the next business day after the date deposited in overnight mail if such notice is delivered by a nationally-recognized overnight mail delivery service.

6. No Recording. This Agreement shall not be recorded in the Public Records of Palm Beach County. In the event Licensee records this Agreement, this Agreement shall automatically terminate and become null and void upon the date of recordation.



7. License. The parties acknowledge and agree that nothing in this Agreement shall be construed as granting Licensee any title, interest or estate in the Property. Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a license to enter the Property for the purposes set forth herein, which is expressly revocable by County for any reason whatsoever upon written notice to Licensee.

8. Termination. This Agreement shall terminate in accordance with Section 1 above, or satisfactory completion of the Environmental Work, as evidenced by written notification by ERM; provided, however, County or ERM may direct Licensee and its agents, employees or contractors to temporarily or permanently pause or cease any work at the Property conducted in violation of this Agreement upon oral or written notice (a "Stop Notice") to Licensee. County shall provide Licensee with written confirmation of any Stop Notice within forty-eight (48) hours after issuance of the Stop Notice. Licensee may resume work upon providing reasonable assurances that the violation has been corrected and will not continue. Either party may terminate this Agreement upon written notice to the other party, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations that expressly survive the termination or expiration of this Agreement.

9. Venue. This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

10. Captions. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

11. Construction/Severability. No party shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document so as to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

12. 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 Licensee, 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.

13. No Third Party Beneficiaries. No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of County and/or Licensee.

14. Non-Discrimination. Licensee shall comply with the County and federal nondiscrimination provisions attached in Exhibit "B" (the "Nondiscrimination Provisions").

15. Scrutinized Companies. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, Licensee 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 Licensee 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, Licensee 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 the County determines, using credible information available to the public, that a false certification has been submitted by Licensee, 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.

16. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

17. Effective Date. This Agreement shall become effective upon execution by the parties hereto.

18. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date as of the first above written.

**WITNESSES:**

By: *W.H. Selby*  
Signature

Steven K. Schamp  
Print Name

By: *Estelle M. Mastrogiovanni*  
Signature

**Estelle M. Mastrogiovanni**

\_\_\_\_\_  
Print Name

**PALM BEACH COUNTY:**

By: *Paula Beck*  
Director of Airports

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

By: *Anne Delmont*  
County Attorney

**WITNESSES:**

Signed in the presence of:

*Linda Dravin*  
(Signature of Witness)

Linda Dravin  
(Print Name of Witness)

*Melissa H. Gates*  
(Signature of Witness)

Melissa Gates  
(Print Name of Witness)

**LICENSEE:  
DTG OPERATIONS, INC.**

By: *Stephen Blum*  
(Signature)

Stephen Blum  
(Print Signatory's Name)

Its: ~~Senior~~ Vice President, Real Estate

(seal)

EXHIBIT "A"  
THE PROPERTY

PROPERTY DESCRIPTION  
PBA LEASE PARCEL N-8  
(RENTAL CAR READY - RETURN FACILITY)

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY, SITUATED IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32; THENCE SOUTH 03°56'36" EAST, A DISTANCE OF 898.64 FEET; THENCE NORTH 40°27'34" WEST, A DISTANCE OF 110.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 566.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°00'18", AN ARC DISTANCE OF 395.19 FEET TO A NON-TANGENT LINE AND THE POINT OF BEGINNING; THENCE SOUTH 38°15'26" WEST, A DISTANCE OF 697.42 FEET; THENCE NORTH 60°24'42" WEST, A DISTANCE OF 376.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 206.00 FEET; THENCE WESTERLY, NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 151°59'04", AN ARC DISTANCE OF 546.44 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88°25'38" EAST, A DISTANCE OF 551.82 FEET; THENCE SOUTH 29°01'10" WEST, A DISTANCE OF 21.14 FEET; THENCE SOUTH 60°31'53" EAST, A DISTANCE OF 24.38 FEET; THENCE NORTH 29°01'10" EAST, A DISTANCE OF 33.97 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 566.00 FEET (A RADIAL LINE FROM SAID POINT BEARS SOUTH 02°06'53" WEST); THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°25'16", AN ARC DISTANCE OF 73.31 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "B"**  
**NONDISCRIMINATION PROVISIONS**

**COUNTY NONDISCRIMINATION PROVISIONS**

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, the CONTRACTOR 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.

**FEDERAL NONDISCRIMINATION REQUIREMENTS**

**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.**

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.

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 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:

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.

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.