

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 9, 2021 [X] Consent [] Regular
[] Workshop [] Public Hearing

Submitted For: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) Approve: Second Amendment (Amendment) to Lease Agreement (Agreement) with PAE Applied Technologies LLC (PAE) (R-2009-0973, as amended) for PAE’s operations at the Palm Beach International Airport (PBI) as a contractor for the United States Department of Defense (DOD); providing for automatic renewals on a year-to-year basis (April 1 – March 31) through March 31, 2031; and updating standard form provisions; for payment of rental in the amount of \$227,822.58 per year, plus fees and charges for PAE’s aircraft operations.
- B) Authorize the County Administrator or designee to execute, on behalf of County, an assignment of the Agreement to a successor to PAE, in the event PAE’s contract with DOD is not renewed.

Summary: PAE provides operational support including air cargo and transportation services for the Navy’s Atlantic Undersea Testing Evaluation Center (AUTEK) program on Andros Island pursuant to a contract with DOD. The Agreement is scheduled to expire on March 31, 2021. The Amendment provides for ten (10) automatic annual renewals through March 31, 2031, and updates standard County provisions. Rental will continue to be subject to adjustment on a triennial basis, in accordance with Federal Aviation Administration (FAA) guidelines. PAE is in negotiations with DOD to extend their contract with DOD beyond the scheduled May 31, 2021 expiration. The Amendment enables PAE to terminate the Lease, or to assign the Lease to a successor DOD contractor in the event PAE’s contract with DOD is discontinued prior to March 31, 2022. The Department is requesting a delegation of authority to the County Administrator or designee to approve such consent to assignment. The Director of Airports shall be considered a designee for purposes of this delegation. **Countywide (HF)**

Background and Justification: PAE leases an office building, hangar and ground areas at PBI. On June 16, 2009, the Board approved the Agreement with CSC Applied Technologies LLC (CSC). In 2013, CSC changed its name to PAE. The Agreement includes provisions pertaining to the payment of fees and charges for PAE’s aircraft operations. The AUTEK program has operated at PBI since 1994.

Attachments:

- 1. Second Amendment to Lease Agreement (3)

Recommended By: Ru [Signature] Burke Department Director 2-3-21 Date

Approved By: [Signature] County Administrator 2/11/21 Date

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	<u>(\$113,911)</u>	<u>(\$113,911)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$113,911)</u>	<u>(\$113,911)</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: Fund 4100 Department 120 Unit 8451 RSource 4413/4415/4416
 Reporting Category _____

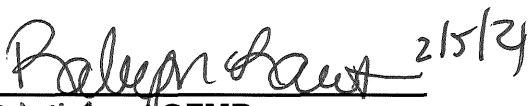
B. Recommended Sources of Funds/Summary of Fiscal Impact:

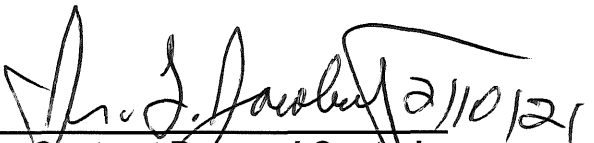
The Amendment provides for ten (10) automatic annual renewals, commencing April 1, 2021. Annual rental is \$227,822.58. The fiscal impact of the first annual renewal (April 1, 2021 to March 31, 2022) is shown above. Renewal beyond March 31, 2022 is unknown and is not included above.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 2/15/21
 OFMB
 2/15/21

 2/10/21
 Contract Dev. and Control
 2-10-21 TW

B. Legal Sufficiency:

 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)

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF Virginia

COUNTY OF Arlington

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

1. The undersigned is the Assistant Secretary of PAE Applied Technologies LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Company"), and the Assistant Secretary of DynCorp LLC, the Sole Member of the Company.
2. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.
3. The Company is a member managed limited liability company.
4. DynCorp LLC is the sole managing member of the Company.
5. Christine Ottobre, Vice President of Global Supply Chain Management for the Company, has the right and authority to enter into that certain Second Amendment to Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.
6. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.
7. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.
8. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

Fin

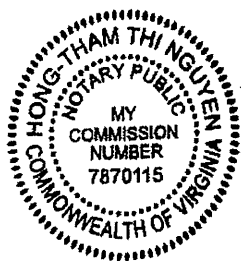
[sign name]

DYNCORP LLC, by Stephanie Finn,
its Assistant Secretary, Individually and as
[print name]

~~[select one: Manager or Member]~~

Sworn to (or affirmed) and subscribed before me by means of ~~[select one]~~ physical
presence -OR- online notarization, this 3rd day of February,
2021, by Stephanie Finn
[name of person making statement]

~~[select one]~~ Manager/Member of PAE Applied Technologies LLC, on behalf of the
Company, who ~~[select one]~~ is personally known to me -OR- produced _____
_____, as identification and who did take an oath.



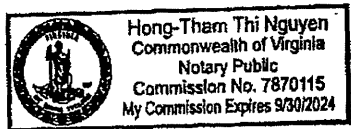
Hong-Tham Nguyen
Notary Signature

Hong-Tham Nguyen
Print Notary Name

NOTARY PUBLIC
State of Virginia at large

My Commission Expires:

9/30/2024



🔍 Search

👤 Insured

Insured Name

PAE Applied Technologies (DX00000734)



PAE Applied Technologies

Active Records Only

Advance Search

Insured Tasks Admin Tools

View

👤 Insured

📄 Notes

🕒 History

📋 Deficiencies

📶 Coverages

★ Requirements

🔄 Contract Screen

Add

Edit

Help

Video Tutorials

Name: PAE Applied Technologies 👤

Account Number: DX00000734

Address:

Status: Compliant with minor/expiring deficiencies.

Insured ▲

Business Unit(s)

DBA Number

Print Insured Info

Print Compliance Report

Account Information

Account Number: DX00000734

Risk Type: Standard - General Services

Do Not Call:

Address Updated:

Address Information

Mailing Address

Physical Address

Insured: PAE Applied Technologies

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:	Lease Agreement	Safety Form II:
Contact Information		
Contact Name:	William Hatton-Hopkins	Misc:
Phone Number:	4122088418	Alt Phone Number:
Fax Number:		
E-Mail Address:	paeinbox@am.jll.com	
Approval Date:		
Rush:	No	
Contract on File:	No	
Certificate Received:	No	
Indemnification Agreement:	No	
Tax Id:		

This Account created by c28 on 05/18/2020.

**SECOND AMENDMENT TO LEASE AGREEMENT
BETWEEN PALM BEACH COUNTY AND
PAE APPLIED TECHNOLOGIES LLC**

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into as of _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and PAE Applied Technologies LLC, a Delaware limited liability company, having its office and principal place of business at 6500 West Freeway, Suite 400, Fort Worth, Texas 76116 ("Tenant").

WITNESSETH:

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

WHEREAS, the parties entered into that certain Lease Agreement dated June 16, 2009 (R-2009-0973) with CSC Applied Technologies LLC, as amended by that certain First Amendment dated January 11, 2011 (R-2011-0029) ("Lease"); and

WHEREAS, on July 22, 2013, CSC Applied Technologies LLC changed its name to PAE Applied Technologies LLC; and

WHEREAS, the parties now desire to amend the Lease 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 and Definitions. 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 Lease.

2. Section 3.02, Option to Renew, of the Lease is hereby deleted in its entirety and replaced with the following Section 3.02:

3.02 Option to Renew. Provided Tenant is not in default of any of the terms of conditions of this Lease, this Lease shall be automatically renewed on a year-to-year basis (April 1 through March 31) (each, a "Renewal Term"); provided, however, no Renewal Term shall extend beyond March 31, 2031; and further provided that either party, with Department, acting on behalf of County, may notify the other party in writing of its intent not to renew not later than ninety (90) days prior to the expiration of the then current Renewal Term. All terms and conditions of this Lease shall be applicable during each Renewal Term.

3. Section 10.01, Compliance with Security Requirements, of the Lease is hereby deleted in its entirety and replaced with the following Section 10.01:

10.01 Compliance with Security Requirements. Tenant agrees to observe all federal, state and local laws, rules and safety and security requirements applicable to Tenant's operations, as now or hereafter promulgated or amended, including, but not limited to, Title 14, Part 139 of the Code of Federal Regulations and Title 49, Part 1542 of the Code of Federal Regulations and the Palm Beach County Criminal History Record Check Ordinance (R-2003-030). Tenant agrees to comply with the Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by County or the Department, and to take such steps as may be necessary or directed by County or the Department to insure that subtenants, employees, invitees and guests observe these requirements. If required by the Department, Tenant shall conduct background checks of its employees in accordance with applicable federal, state or local laws. Tenant further agrees to be responsible for the care and maintenance of the Airport security barriers and devices within the Premises. All costs associated with the construction and repair of the security fence, barriers, access control and monitoring system, including, but not limited to, gates, signs or locks (keying and re-keying), which are installed now or in the future at the Premises shall be borne by Tenant. Tenant agrees to rectify any safety or security deficiency or other deficiency as may be determined as such by the Department, County, FAA or TSA. In the event Tenant fails to remedy any such deficiency, County may do so at the reasonable and necessary cost and expense of Tenant after providing Tenant with reasonable prior written notice and a reasonable opportunity to cure, factoring in the nature of the deficiency. Tenant acknowledges and agrees that County shall have the right to take whatever action is reasonably necessary to rectify any safety or security deficiency or other deficiency as may be determined by the Department, County, FAA or TSA.

4. Article 10, Airport Security Program, of the Lease is hereby amended to add the following Section 10.04:

10.04 Access Upgrades. Prior to August 31, 2021, Tenant, at Tenant's sole cost and expense, shall upgrade all doorways leading to the Aircraft Parking Apron with electronic proximity card door locks, or other measures as approved by the Department.

5. Section 15.04, Termination by Tenant, of the Lease is hereby amended to add the following Section 15.04(D):

(D) Upon Tenant providing written notice to County, prior to March 31, 2022, informing County that Tenant's contract with the United States Department of Defense (Contract No. N66604-05-C-1277), dated January 28, 2005, as may be amended and/or extended, (the "AUTECH Contract"), has been terminated or not renewed. In such event, Tenant shall have the right to terminate this Lease upon not less than thirty (30) days' written notice to

County, specifying the effective date of such termination of this Lease, which shall not be earlier than the termination or non-renewal date of the AUTEK Contract. Alternatively, Tenant shall be entitled to assign this Lease to an entity that assumes Tenant's rights and responsibilities under the AUTEK Contract, or such successor agreement with the United States Department of Defense, provided that performance under such contract or agreement requires use of the Premises for the same purpose(s) as authorized under this Lease (a "Permitted Transferee"). The Director shall have authority, on behalf of the Board, to execute an Assignment, pursuant to Article 16, for such Permitted Transferee.

6. Section 19.05, Inspector General, of the Lease is hereby deleted in its entirety and replaced with the following Section 19.05:

19.05 Inspector General. The 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 Tenant, 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.

7. Article 20, Americans With Disabilities Act, of the Lease is hereby deleted in its entirety.

8. Article 24, Non-Discrimination, of the Lease is hereby deleted in its entirety and replaced with the following Article 24:

Article 24
NONDISCRIMINATION

24.01 Nondiscrimination in County Contracts. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Tenant warrants and represents that throughout the term of the 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 the Lease.

24.02 Federal Nondiscrimination Covenants. Tenant shall comply with all applicable requirements of the Federal Nondiscrimination Requirements set forth in Exhibit "A" to this Amendment.

24.03 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.

9. Article 27, Miscellaneous, of the Lease is hereby amended to add the following Sections 27.26 and 27.27:

27.26 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 Tenant.

27.27 Scrutinized Companies. As provided in F.S. 287.135, by entering into this Lease or performing any work in furtherance hereof, the Tenant 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 Tenant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Lease may be terminated at the option of the County. When contract value is greater than \$1 million, as provided in F.S. 287.135, by entering into this Lease or performing any work in furtherance hereof, the Tenant 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 Tenant, this Lease may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Lease shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Lease renewal, if applicable.

10. Entire Agreement. Except as modified herein, all terms and conditions of the Lease shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall govern and control.

11. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Amendment may be detached from any counterpart of this Amendment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Amendment identical in form hereto but having attached to it one or more additional signature pages.

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

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

ATTEST:

PALM BEACH COUNTY, a political subdivision of the State of Florida by its Board of County Commissioners

**JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER**

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: Anne Defant
County Attorney

By: Anna Beck RW
Director, Department of Airports

ATTEST:

TENANT: PAE Applied Technologies LLC

By: _____
{Secretary}

By: Christine L. Ottobre
Signature

Christine L. Ottobre

-Typed or Printed Name of Corporate Officer-

Title: VP Global Supply Chain

(Seal)

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

DocuSigned by:
Stephanie Weist
Witness Signature

Stephanie weist

(typed or printed name)

DocuSigned by:
Derek Johns
Witness Signature

Derek Johns

(typed or printed name)

EXHIBIT "A"
FEDERAL NONDISCRIMINATION REQUIREMENTS

A. Title VI Clauses for Compliance with Nondiscrimination Requirements.

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

1. **Compliance with Regulations:** Tenant 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 Lease.
2. **Nondiscrimination:** Tenant, with regard to the work performed by it during this Lease, 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. Tenant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Lease 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 Tenant 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 Tenant of Tenant's obligations under this Lease and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Tenant 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, Tenant 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 Lease, 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 Tenant under this Lease until Tenant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Tenant 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. Tenant 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 Tenant

becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Tenant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Tenant 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 Lease, Tenant, 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. Tenant 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 Tenant will use the Tenant 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 Lease and to enter or re-enter and repossess the Tenant Premises and any License Area and the facilities thereon, and hold the same as if this Lease had never been made or issued.

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

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

E. Airport Concession Disadvantaged Business Enterprises (“ACDBE”).

This Lease 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. Tenant 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. Tenant 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.

Tenant 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 Tenant transfers its obligation to another, the transferee is obligated in the same manner as Tenant. This provision obligates Tenant for the period during which the property is owned, used or possessed by Tenant 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.