

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**Meeting Date: June 15, 2021**

<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

**Submitted By: Department of Airports**

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Sixth Amendment (Amendment) to Airport Ground Lease Agreement (Agreement) with Avis Rent A Car System, LLC (Avis) (R-88-314, as amended), extending the term of the Agreement to September 30, 2026, with one additional 5-year renewal, and updating standard provisions, for Avis' lease of the rental car facility at 2500 James L. Turnage Boulevard at the Palm Beach International Airport (PBI), for payment of annual rental in the amount of \$406,198.00.

**Summary:** Avis maintains an on-airport rental car return facility in support of its rental car concession at PBI. The Agreement is scheduled to expire September 30, 2021. The Amendment extends the term of the Agreement to September 30, 2026, with one additional 5-year renewal. The two adjacent rental car return facilities are vacant. One of the two sites has been vacant, with the exception of temporary uses, for more than 10 years. Avis has requested an extension of the Agreement, which will guarantee a minimum of \$2,030,990 in additional rental revenues over the extended term. The current annual rental is \$406,198, which is subject to adjustment every 3 years, with the next adjustment on October 1, 2022. Avis has also committed to spend a minimum of \$600,000 on improvements to the facilities during the extended term, including the replacement of underground fuel storage tanks with above-ground tanks, replacement of fuel dispensers and replacement of the fuel island canopy. The Amendment also updates the provisions for non-discrimination and scrutinized companies. **Countywide (HJF)**

**Background and Justification:** Avis occupies one of three rental car facilities on James L. Turnage Boulevard at PBI. The two adjacent facilities are vacant, including one which DTG Operations, Inc. (a Hertz-owned company) terminated its lease under the Hertz bankruptcy action in 2020. Due to the location of the facilities, they are not marketable for commercial or traditional aviation development and have historically been used for rental car return facilities. In addition, converting the site to an alternative use would result in a reduction in revenues since Avis is currently paying improvement and ground rental. Redevelopment of the site would result in the payment of ground rental only since the site is developed with facilities that are specific to rental car operations, such as a car wash, maintenance facilities and a fuel facility. The rental car companies operating at PBI are not interested in leasing either of the two vacant facilities; however, Avis has requested to extend the current Agreement for an additional 5 years, with an additional 5-year renewal option, and to make improvements to the facility.

**Attachments:** Sixth Amendment (3)

Recommended By: *Kurt Burke*  
Department Director

5-7-21 RW  
Date

Approved By:   
County Administrator

5/24/21  
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs					
Operating Revenues	\$-0-	(\$406,198)	(\$406,198)	(\$406,198)	(\$406,198)
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$-0-	(\$406,198)	(\$406,198)	(\$406,198)	(\$406,198)
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budget?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>			
Does this item include the use of federal funds?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>			
Budget Account No:	Fund 4100	Department 120	Unit 8430	RSource 4413/4416	
Reporting Category					

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

The Amendment extends the term of the Agreement for 5 years to September 30, 2026 with one additional 5 year renewal option. The current annual rental is \$406,198 and is subject to adjustment every 3 years, with the next adjustment on October 1, 2022.

C. Departmental Fiscal Review: Deborah J. Munson

III. REVIEW COMMENTS

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

Luz Ment 5/13/21  
OFMB 5-12-21  
5/13/21

Dr. S. Jacobson 5/24/21  
Contract Dev. and Control  
5-20-21 TW

B. Legal Sufficiency:

[Signature] 5/24/21  
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 New Jersey  
(State)  
COUNTY OF Morris  
(County)

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 Anne D. Morrison of Avis Rent A Car System,  
(title: e.g. Manager, Member, etc.)  
LLC, a limited liability company organized and existing under the laws of the State of  
New Jersey ("Company").  
(State)

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

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

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

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

6. The undersigned has the right and authority to enter into that certain Sixth Amendment to Airport Ground 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.

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

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

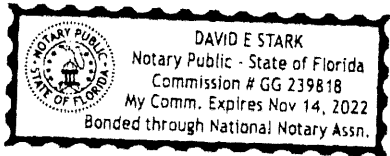
9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

DocuSigned by:  
Anne Morrison  
[sign name] 3BBD7AA72F143A

Anne D. Morrison, 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 28<sup>th</sup> day of April, 2021, by Anne Morrison,  
[name of person making statement]  
[select one] Manager/Member of Avis Rent A Car System, LLC  
[company name]  
\_\_\_\_\_, on behalf of the Company, who [select one] is personally known to me -OR- produced \_\_\_\_\_, as identification and who did take an oath.



David E Stark  
Notary Signature

DAVID E STARK  
Print Notary Name

NOTARY PUBLIC  
State of Florida at large

My Commission Expires:  
11/14/2022

Search

Insured

Insured Name

Avis Rent A Car System LLC (DX0000072

Avis Rent A Car System LLC

Active Records Only

Advance Search

Insured Tasks

Admin Tools

View

Insured

Notes

History

Deficiencies

Coverages

Requirements

Contract Screen

Add

Edit

Help

Video Tutorials

Name:

Avis Rent A Car System LLC

Account Number:

DX00000723

Address:

Status:

Compliant with minor/expiring deficiencies.

Insured

Business Unit(s)

DBA Number

Print Insured Info

Print Compliance Report

Account Information

Account Number:

DX00000723

Risk Type:

Standard - General Services

Do Not Call:

Address Updated:

Address Information

Mailing Address

Physical Address

Insured:

Avis Rent A Car System LLC

Address 1:

Address 2:

City:

State:

https://www.ebixcerts.com/EBIXCOI/InsuredManager/View/Insured.aspx

1/2

Zip:		
Country:		
Contract Information		
Contract Number:		
Contract Start Date:		Contract End Date:
Contract Effective Date:		Contract Expiration Date:
Description of Services:	PBI-AV-88-01 - Airport Ground Lease Agreement	Safety Form II:
Contract Information		
Contact Name:	David Stark	Misc:
Phone Number:	9549241284	Alt Phone Number:
Fax Number:		
E-Mail Address:	david.stark@avisbudget.com	
Approval Date:		
Rush:	No	
Contract on File:	No	
Certificate Received:	No	
Indemnification Agreement:	No	
Tax Id:		

This Account created by e59 on 05/14/2020.

**SIXTH AMENDMENT TO AIRPORT GROUND LEASE  
AGREEMENT BETWEEN PALM BEACH COUNTY  
AND AVIS RENT A CAR SYSTEM, LLC**

**This Sixth Amendment to Airport Ground Lease Agreement** (this “Sixth Amendment”) is made and entered into \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida (the “COUNTY”), and Avis Rent A Car System, LLC, a Delaware limited liability company (“Avis”), having its office and principal place of business at 6 Sylvan Way, Parsippany, New Jersey 07054 (“LESSEE”) (hereinafter collectively referred to as the “Parties”).

**W I T N E S S E T H:**

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

**WHEREAS**, the Parties entered into that certain Airport Ground Lease Agreement dated March 1, 1988 (R-88-314), as amended by that certain First Amendment to Airport Ground Lease Agreement dated July 31, 1990 (R-90-1160-D), that certain Second Amendment to Airport Ground Lease Agreement dated October 21, 2008 (R- 2008-1840), that certain Third Amendment to Airport Ground Lease Agreement dated September 1, 2009 (R-2009,1398), that certain Fourth Amendment to Airport Ground Lease Agreement dated September 13, 2011 (R-2011-1338) and that certain Fifth Amendment to Airport Ground Lease Agreement dated September 13, 2016 (R-2015-1130) (collectively referred to as the “Lease”), which provides for the lease of ground area to LESSEE for the purpose of constructing auto storage and service facilities in connection with LESSEE’S operation as an airport rental car concessionaire at the Airport; and

**WHEREAS**, LESSEE desires to make improvements to the leasehold premises and has requested an extension to amortize the cost of such improvements; and

**WHEREAS**, COUNTY and LESSEE desire to extend the term of the Lease; and

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

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

1. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Lease.

2. Section 1.01 of the Lease is hereby deleted in its entirety and replaced with the following Section 1.01:

*1.01. Term and Option to Renew. This Lease shall commence and be effective on March 1, 1988 and shall expire on September 30, 2021, unless terminated earlier as provided for herein. Provided LESSEE is not in default of any of the terms and conditions of this Lease, LESSEE shall have the option to renew this Lease for two (2) additional periods of five (5) years each, by notifying COUNTY in writing of LESSEE'S intent to exercise its option to renew not later than one hundred twenty (120) days prior to the expiration of the then current term, with time being of the essence. Any renewal of the term shall be effective only upon an amendment pursuant to this paragraph, which may be executed by the Director on behalf of COUNTY. All terms and conditions of this Lease shall be applicable during each renewal of the term except the LESSEE shall have one less renewal option.*

3. Article 18, Non-Discrimination, of the Lease is hereby deleted in its entirety and replaced with the following Article 18:

ARTICLE XVIII  
NONDISCRIMINATION

*18.01. 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 LESSEE 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.*

*18.02. Federal Nondiscrimination Covenants. LESSEE shall comply with all applicable requirements of the Federal Nondiscrimination Requirements set forth in Exhibit "A" to this Sixth Amendment.*

*18.03. Americans with Disabilities Act. LESSEE 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 LESSEE remains in compliance with such requirements throughout the Term of this Lease.*



4. Article 31, Notice, of the Lease is hereby deleted in its entirety and replaced with the following Article 31:

ARTICLE XXXI  
NOTICE

*All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, or alternatively shall be sent by United States 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 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 designated 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:*

COUNTY:

*Palm Beach County Department of Airports  
ATTN: Director of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470*

*With copy to:*

*Palm Beach County Attorneys' Office  
ATTN: Airport Attorney  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401*

LESSEE:

*Avis Budget Car Rental, LLC  
6 Sylvan Way  
Parsippany, NJ 07054*

*With copy to:*

*Avis Budget Car Rental, LLC  
Attn: Director of Properties  
1855 Griffin Road  
Suite A-470, 4th Floor  
Dania, FL 33004*

*Either party may change the address to which notices under this Lease shall be given, upon three (3) days prior written notice to the other party.*

5. Article 37, Scrutinized Companies, of the Lease is hereby deleted in its entirety and replaced with the following Article 37:

ARTICLE XXXVII  
SCRUTINIZED COMPANIES

*As provided in F.S. 287.135, by entering into this Lease or performing any work in furtherance hereof, the LESSEE 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 LESSEE 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 LESSEE 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 LESSEE, 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.*

6. Article IV, Construction of Improvements, of the Lease, is hereby amended to add the following Section 4.03:

*4.03. Improvements to Maintenance Areas and Fuel System. LESSEE shall complete upgrades and improvements to the maintenance areas of the premises, including, but not limited to: removal and replacement of underground fuel storage tanks with above-ground storage tanks; replacement of fueling dispensers; and replacement of the fuel island canopy system, at a cost of not less than six hundred thousand dollars (\$600,000), which work shall be subject to approval of plans by the Department, and which shall be completed within one hundred eighty (180) days of the effective date of this Amendment.*

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

8. This Sixth Amendment shall become effective when executed by the Parties hereto and approved by the Palm Beach County Board of County Commissioners.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

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

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: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Director, Department of Airports

ATTEST:

LESSEE: Avis Rent A Car System, LLC

By: \_\_\_\_\_  
{Secretary}  
Robert Muhs

By: \_\_\_\_\_  
Signature  
Anne D. Morrison  
-Typed or Printed Name of Corporate Officer-  
Vice President, Properties  
and Facilities  
Title: \_\_\_\_\_

(Seal)

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

Witness Signature  
Michael Coplon  
(typed or printed name)  
Witness Signature  
Mckillop Erlandson  
(typed or printed name)

**EXHIBIT "A"**  
**FEDERAL NONDISCRIMINATION REQUIREMENTS**

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

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

1. **Compliance with Regulations:** LESSEE will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities ("Nondiscrimination Acts and Authorities" as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.
2. **Nondiscrimination:** LESSEE, 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. LESSEE 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 LESSEE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by LESSEE of LESSEE's obligations under this Lease and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** LESSEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, LESSEE will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the 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 LESSEE under this Lease until LESSEE complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** LESSEE will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued

pursuant thereto. LESSEE will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if LESSEE becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, LESSEE may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, LESSEE may request the United States to enter into the litigation to protect the interests of the United States.

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

During the performance of this Lease, LESSEE, 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. LESSEE for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that LESSEE will use the LESSEE Premises and any License Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
2. In the event of breach of any of the above nondiscrimination covenants, COUNTY will have the right to terminate this Lease and to enter or re-enter and repossess the LESSEE Premises and any License Area and the facilities thereon, and hold the same as if this 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.**

LESSEE for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this 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 LESSEE will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above nondiscrimination covenants, COUNTY will have the right to terminate this 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. LESSEE agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. LESSEE agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

**F. General Civil Rights Provision.**

LESSEE agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If LESSEE transfers its obligation to another, the transferee is obligated in the same manner as LESSEE. This provision obligates LESSEE for the period during which the property is owned, used or possessed by LESSEE and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.