

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: March 3, 2026 [X] Consent [] Regular
[] Workshop [] Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Permission to Enter Property Agreement (Agreement) with Taylor Environmental Consulting, LLC, subcontractor to the State of Florida Department of Environmental Protection (FDEP), providing Taylor with authorization to access 1334 N. Perimeter Road (FDEP Facility Id: 50-8623072) at the Palm Beach International Airport (PBI) to conduct soil and groundwater sampling, commencing October 31, 2025, and expiring November 30, 2025, subject to extension upon request of Taylor.

Summary: The Agreement authorizes Taylor to access 1334 N. Perimeter Road to conduct soil and groundwater sampling in connection with the Florida Petroleum Restoration Program (Program) at no cost to the County. Resolution 2015-1613 authorizes the County Administrator or designee, in this case, the Director of the Department of Airports, to execute the standard form Agreement. Countywide (AH)

Background and Justification: The primary commercial service fuel farm at PBI is located at 1334 N. Perimeter Road. Petroleum discharges were reported on portions of the site in 1983 and 1994 in connection with fueling operations on the site. FDEP maintains a program to assess, remove, monitor and remediate contamination on eligible properties under the state-funded Program. FDEP requested authorization for Taylor, its subcontractor, to perform testing at the site as a part of the Program.

Attachments:

- 1. Permission to Enter Property Agreement (w/ Exhibits A through E) (1)

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Recommended By: [Signature] Department Director 1/14/25 Date

Approved By: [Signature] Deputy County Administrator 1/21/26 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

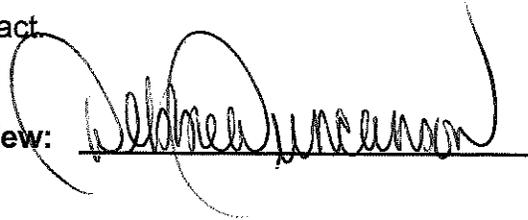
Is Item Included in Current Budget? Yes _____ No X
 Does this item include the use of federal funds? Yes _____ No X
 Does this item include the use of state funds? Yes _____ No X

Budget Account No: Fund ___ Department ___ Unit ___ Resource ___
 Reporting Category _____

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

This item has no fiscal impact.

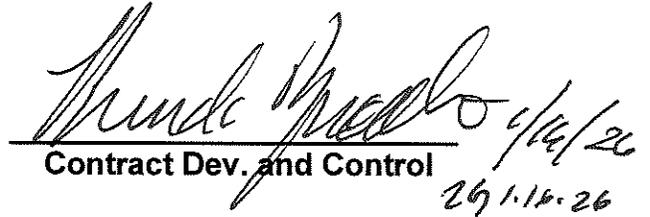
C. Departmental Fiscal Review:



III. REVIEW COMMENTS

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

ASD 1/15/26
 OFMB *QA* 1/15
VK 1/15


 Contract Dev. and Control 1/15/26
 26 1.15.26

B. Legal Sufficiency:

Cherie Odehant 1-20-26
 Assistant County Attorney

C. Other Department Review:

 Department Director

PERMISSION TO ENTER PROPERTY AGREEMENT
("Entry Agreement")

1. This Entry Agreement is made and entered into this 31 day of October, 2025, by and between Palm Beach County, a political subdivision of the State of Florida ("Palm Beach County" or "County"), and Taylor Environmental Consulting, LLC, having its office and principal place of business at 6820 Goldflower Avenue, Harmony, FL 34773 ("Contractor").
2. For and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, County hereby gives permission to Contractor and its agents and sub-contractors, to enter County's property located at 1334 North Perimeter Road, West Palm Beach, FL, 33409, FDEP Facility ID: 50/8623072 as more particularly described in Exhibit "A", attached hereto and incorporated herein by reference (the "Property"), to perform assessment and remediation activities associated with Petroleum Restoration Program, as more particularly described in Exhibit C.
3. Contractor and the County agree to all terms and conditions in the Site Access Agreement dated December 1, 2015, by and between Palm Beach County and State of Florida Department of Environmental Protection (the "Department" or "FDEP") attached hereto and incorporated herein as Exhibit "B".
4. This permission is specifically limited to the following activities that may be performed by Contractor, its agents or sub-contractors on the property: soil and groundwater assessment and remediation activities in accordance with FDEP cleanup directives (see attached Exhibit "C").
5. Contractor, its agents or sub-contractors may enter the Property during normal business hours as described herein and may also make arrangements to enter the Property at other times after coordinating with the County.
6. During the term of this Entry Agreement, Contractor shall provide and maintain commercial general liability and automobile insurance with limits of not less than \$1,000,000 per occurrence and workers' compensation insurance or self-insurance as required by Chapter 440, Florida Statutes. All such insurance or self-insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by Contractor. Contractor shall include County as an additional insured on its general liability insurance policy. In the event Contractor subcontracts any part or all of its operations as described in this or related in any way to this Agreement, Contractor shall require its subcontractor(s) to acquire and maintain workers' compensation, automobile and general liability insurance coverage in such amounts as described in this Agreement. Contractor shall include in its contract with subcontractors(s) a provision whereby the subcontractor agrees to defend, indemnify and hold harmless Palm Beach County from all injury and property resulting from its operations and to

include County as an additional insured on the subcontractor's general liability insurance policy.

7. Contractor assumes any and all risk of injury and property damage attributable to the acts or omissions of its officers, employees and sub-contractor(s) and agrees to defend, indemnify and hold harmless Palm Beach County and its officers, employees and agents from all claims, actions, losses, judgements, fines, liabilities, costs and expenses in connection therewith. More specifically, to the extent permitted by law, Contractor shall indemnify and hold harmless Palm Beach County, its officers, agents and employees harmless from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, actions and fees (including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal), including damage to property or property rights that may arise and which are proximately caused by the acts, errors, or omissions of Contractor, its agents, representatives and subcontractors, arising out of its activities related to the testing. In addition, without limiting the foregoing, in the event that any act or omission of Contractor, its agents, representatives and subcontractors, arising from or related to this Agreement results in any spill or release of hazardous material or other pollutants, as those terms are defined in federal and state environmental laws and regulations, including, without limitation any petroleum-based substances, then, to the extent permitted by law, Contractor shall indemnify and hold Palm Beach County, its officers, agents and employees harmless from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, actions, fees, including, without limitation, all reasonable, actual cleanup or remediation costs and expenses expended by Palm Beach County at the direction of any federal or state agency having jurisdiction, and further including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal. Contractor shall be responsible for the immediate notification to the County of any environmental condition, spill, or release, or any other condition or occurrence of which it becomes aware that may result in a claim for damages or that occurs as a result of Contractor's activities related to this Agreement. Neither party to this agreement waives its right to sovereign immunity under the law.
8. Contractor agrees to abide by all federal, state and local laws.
9. Subordination to Governmental Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which County acquired the land or improvements thereon and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Contractor understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America or the State of Florida, and their respective agencies, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds, including, without limitation, grant agreements and associated

assurances, (hereinafter collectively referred to as "Grant Obligations"). The Grant Obligations shall be considered incorporated into this Agreement by reference, including any amendments or modifications thereto. Notwithstanding any provision of this Agreement to the contrary, Contractor agrees it shall comply with all Grant Obligations applicable to Contractor by virtue of this Agreement. County agrees to provide Contractor with written notice of any new or amended Grant Obligations, which modify Contractor's obligations hereunder. In the event of conflict between any provision of this Agreement and the Grant Obligations, the parties acknowledge and agree the provisions of the Grant Obligations shall prevail.

10. **Governing Law and 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.
11. **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. **Captions.** The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.
13. **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 2-21 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
14. **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 Contractor.
15. **Human Trafficking Affidavit.** Contractor warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Licensee has executed Exhibit "D", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

16. **Non-Discrimination.** 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 R2025-0748, as may be amended, Contractor warrants and represents that throughout the term of the Registration, 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, or genetic information. Failure to meet this requirement shall be considered default of the Registration.
17. **Federal Contract Provisions.** Contractor shall comply with all applicable requirements of the Federal Contract Provisions set forth in Exhibit "E", which may be amended or updated from time to time upon written notice by County to Licensee, without formal amendment hereto.
19. **Scrutinized Companies.** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, Contractor 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.
20. **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.

Specifically

Time Limits: Access will be between the hours of 7:00 AM and 3:30 PM Monday through Friday, excluding government holidays.

Points of Contact: Owner: Palm Beach County
 Shawna Larose
 846 Palm Beach International Airport
 West Palm Beach, FL 33406
 Phone: 561.471.7472

Contractor: TAYLOR ENVIRONMENTAL CONSULTING
6820 CALDFLOWER AVE.
HARMONY, FL 34773
Phone: 407-868-1115

Restoration: Upon completion of the soil and groundwater assessment and remediation activities provided for under this Entry Agreement, Contractor shall return the Property to the same general condition as it was prior to the activities being performed. All equipment used shall be removed from the Property by Contractor, within 10 days of completion of the remediation activities.

Termination Date: The permission to enter the property is granted from thirty (30) days after the execution of this document by Palm Beach County. Any extension must be requested in writing and agreed upon by Palm Beach County.

{Remainder of page intentionally left blank.}

Exhibit "A"
(the "Property")

Short Legal Description: 34-43-43, ALL OF SBC LYG WLY OF % ADJ TO AUSTRALIAN AVE R/W (LESS S 480 FT OF N520 FT OF NW ¼ OF NE ¼, N ¾ OF W ½ OF E ½ OF NE ¼, BELVEDERE RD & SOUTHERN BLVD R/WS)

FEDP Coordinates (Degrees Minutes Seconds) for Facility 50/8514070:

Latitude	26° 41' 25.4800"
Longitude	80° 4' 59.0400"

AND:

Short Legal Description: 32-43-43, ALL OF SEC LYG WLY OF & ADJ TO AUSTRALIAN AVE R/W (LESS S 480 FT OF N 520 FT OF NW ¼ OF NE ¼, N ¾ OF W ½ OF E ½ OF NE ¼, BELVEDERE RD & SOUTHERN BLVD R/WS).

FDEP Coordinates (Degrees Minutes Seconds for Facility 50/8623072:

Latitude	26° 41' 25.8100"
Longitude	80° 4' 55.7800"

Exhibit "B"

Permission to Enter Property, (aka Site Access Agreement) dated December 1, 2015
by and between
Palm Beach County
and
State of Florida Department of Environmental Protection (the "Department" or "FDEP")



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Interim Secretary

8/26/2015

PALM BEACH COUNTY
2633 VISTA PKWY
WEST PALM BEACH, FL 33411-5613

Subject: Notice of Funding Availability for Assessment

AIRCRAFT SERVICE INTL INC
1334 N PERIMETER RD
WEST PALM BEACH, PALM BEACH COUNTY
FDEP Facility ID#50 8623072
Eligible Discharge Dates: 8/3/1983 (EDI); 9/11/1987 (EDI); 9/12/1994(PCPP)
Priority Score: 26

Dear Property Owner:

Funding is currently available from the Petroleum Restoration Program (PRP) to perform a Low-Score Assessment (LSA) to assess the extent of the petroleum discharge at your facility. Any co-payments or deductibles associated with this discharge will not be required at this time unless the data demonstrates the site qualifies for closure and is issued a Site Rehabilitation Completion Order (SRCO).

In order to participate in this program, a site access agreement must be signed and returned. Please execute and return the attached PERMISSION TO ENTER PROPERTY form as soon as possible using the enclosed self-addressed stamped envelope, but within 30 days of the date of this letter. Upon receipt of the completed form, the PRP will begin preparing a scope of work and assigning a competitively procured Agency Term Contractor to begin assessment activities at your site.

Recent legislation now requires the PRP to select contractors to perform assessment and remediation of state-funded petroleum contamination. As a result, the PRP selects contractors through a competitive procurement process that is outlined in Chapter 62-772, Florida Administrative Code.

www.dep.state.fl.us

PALM BEACH COUNTY
FDEP Facility ID# 8623072
Page 2 of 2
8/26/2015

The PRP will consider any input you may want to provide with respect to the rehabilitation of this facility. If you would like to provide such input, or would like the opportunity to reject one agency term contractor prior to assignment, please check the appropriate box of the form and provide contact information as soon as possible using the enclosed self-addressed stamped envelope, again within 30 days of the date of this letter.

If you have any questions, please contact Rob Perlowski at 850-245-8917 or Robert.Perlowski@dep.state.fl.us. Thank you for your assistance.

Sincerely,



Alan Sakole
Environmental Supervisor
York Risk Services Group, Inc;
Administrative Services Contractor
Alan.Sakole@yorkrsg.com

Enclosure: Permission To Enter Property.

Note, this cover letter is for your records and should not be returned.

SITE ACCESS AGREEMENT

1. The Parties. The undersigned real property owner, **Palm Beach County**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, ("**Owner**"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("**Department**") and its Agency Term Contractor, subcontractors, and vendors ("**Contractor**"), to enter the Owner's property ("the Property") located at *1334 N. Perimeter Road, West Palm Beach, FL 33406, FDEP Facility ID: 50-8514070 and 8623072.*

2. The Property. Owner owns the certain parcel(s) *PCN 00-43-43-32-00-000-1090* of real property located at 3323 Belvedere Road, West Palm Beach, FL 33406, (the "**Property**"), depicted on the attached legal description as Exhibit "A."

3. Permissible Activities. This Site Access Agreement ("Agreement") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780, Florida Administrative Code (F.A.C.), without cost to the Owner (unless required in a separate agreement) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. This access is provided only for the contamination either eligible for a state-funded cleanup or is being investigated pursuant to a consent order with the Department. The following activities are included in this Agreement but are not limited to this list:

- conduct soil, surface, subsurface, and groundwater investigations, including but not limited to entry by a drill rig vehicle and/or support vehicles;
- install and remove groundwater monitoring wells;
- use geophysical equipment;
- use an auger for collecting soil and sediment samples;
- locate existing wells;
- collect waste, soil, and water samples;
- remove, treat and/or dispose of contaminated soils and water;
- remove contaminated soil by digging with backhoes, large diameter augers and similar equipment;
- install, operate, and remove remedial equipment;
- install and remove utility connections;
- trenching for connection of remediation wells to equipment; and
- conduct surveys, prepare site sketches, and take photographs.

4. Duration and Termination of Access. This Agreement is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (including its employees and contracted site managers with Teams 5 and 6 or local government, if applicable) immediately upon the execution of this Agreement. However, access for a Contractor can be contingent upon the Owner timely entering into a

separate site access agreement with the Contractor (if the Owner wants a separate agreement with the Contractor please check the appropriate box at the end of this document). Such agreement with a Contractor is not binding upon the Department. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative Code, or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes ("Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

5. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner.

6. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Agreement shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.

7. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.

8. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.

9. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department 90 days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this Agreement. If the Department anticipates that the remediation equipment will not be used for over one calendar year, the Owner can request removal of the remediation equipment if it is interfering with the operation of the business or with planned construction activities.

10. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, Florida Statutes, access to the Property is required and Owner may not revoke this Agreement with the Department until the appropriate site rehabilitation completion order is issued under Chapter 62-780.680 or a low-scored site initiative order issued pursuant to Section 376.3071(12)(b), Florida Statutes, is final.

11. No Admission. The granting of this Agreement by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.

12. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity. This agreement does not modify any legal right the parties may have regarding negligent acts.

13. Owner's Release of Claim. If Owner selected a qualified contractor (not an agency term contractor), the Owner hereby releases the Department from any and all claims against the Department performed by the Owner's selected contractor arising from or by virtue of, the Permissible Activities.

14. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department employees or Contractors not caused by the negligence or intentional acts of the Owner's agents or employees.

15. Indemnification. The Department does not indemnify the Owner, see paragraph 16. The Contractor has indemnified the Department. However, if the Owner chooses to enter into a separate access agreement with the Contractor, the Contractor is not prohibited from indemnifying Owner as long as such indemnification does not conflict with the Contractor's indemnification of the Department. Where no conflicts exist, any subsequent indemnification by the Contractor to any party associated with the Permissible Activities is subservient and subordinate to the Contractor's indemnification of the Department.

16. Sovereign Immunity. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the Property.

17. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above.

<http://depedms.dep.state.fl.us/Oculus/servlet/login?action=login>

18. Entire Agreement. This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to the Department as stated herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department.

19. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Agreement shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

20. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

21. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

A. Are additional requirements attached to this agreement? Note: Additional requirements must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page.

YES

NO

B. Do you wish to participate or provide input with respect to rehabilitation of this facility?

YES

NO

C. Do you wish to exercise the option to reject one Agency Term Contractor prior to assignment of work?

YES

NO

D. Do you want the Contractor to contact you to obtain a separate site access agreement? Note: Additional site access agreements must be completed between the owner and ATC within ninety (90) calendar days.

YES

NO

WITNESSES:

Roy Wagon

Signature

Roy Wagon

Typed or Printed Name

Debra Reese

Signature

Debra Reese

Typed or Printed Name

PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA

By: Sean Kelly
County Administrator, or designee

DEC 01 2015

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Anne Delgent
County Attorney

Accepted by the State of Florida Department of Environmental Protection:

Sue Tackett for
Diane D. Pickett, P.G.
Program Administrator
Petroleum Restoration Program

Felicia Mizener
Signature of Witness

12/7/15
Date

Felicia Mizener 12/7/15
Print Name Date

Attachments: Exhibit A- Legal description of the Property.

FDEP Coordinates (Degrees Minutes Seconds) for Facility Id.#:50-8514070

Latitude 26° 41' 25.8100"

Longitude 80° 4' 59.0400"

FDEP Coordinates (Degrees Minutes Seconds) for Facility Id.#:50-8623072

Latitude 26° 41' 25.8100"

Longitude 80° 4' 55.7800"

Exhibit "A"
Legal Description of the Property

Short Legal Description: 32-43-43, ALL OF SEC LYG WLY OF & ADJ TO AUSTRALIAN AVE R/W (LESS S 480 FT OF N 520 FT OF NW 1/4 OF NE 1/4, N 3/4 OF W 1/2 OF E 1/2 OF NE 1/4, BELVEDERE RD & SOUTHERN BLVD R/WS)

FDEP Coordinates(Degrees Minutes Seconds) for Facility 50/ 8514070:

Latitude 26⁰ 41' 25.4800 "
Longitude 80⁰ 4' 59.0400"

AND:

Short Legal Description: 32-43-43, ALL OF SEC LYG WLY OF & ADJ TO AUSTRALIAN AVE R/W (LESS S 480 FT OF N 520 FT OF NW 1/4 OF NE 1/4, N 3/4 OF W 1/2 OF E 1/2 OF NE 1/4, BELVEDERE RD & SOUTHERN BLVD R/WS)

FDEP Coordinates(Degrees Minutes Seconds) for Facility 50/ 8623072:

Latitude 26⁰ 41' 25.8100 "
Longitude 80⁰ 4' 55.7800"

Exhibit "C"

(soil and groundwater assessment and remediation activities
in accordance with FEDP cleanup directives)

**Attachment A
Petroleum Restoration Program
Scope of Work**

9-Digit Facility ID Number: 508623072

STCM Facility Name: Menzies Aviation

SubPhase(s): SA

Specifications

All work must be performed in accordance with this Scope of Work (SOW) and any attachments, Chapters 62-160, 62-532, 62-777 and 62-780, F.A.C., all applicable FDEP and Water Management District guidance memoranda, standard industry procedures and as described in the Agency Term Contract (ATC).

Copies of all referenced guidelines are available at:

<http://floridadep.gov/waste/petroleum-restoration>

Reports must be submitted using the appropriate FDEP forms found at:

<http://floridadep.gov/waste/petroleum-restoration/content/procedures-guidance-documents>

All work must be conducted in accordance with PRP Standard Specification Details found at:

<http://floridadep.gov/waste/petroleum-restoration/content/templates-forms-tools-and-guidance>

The following tables are included as attachments to this SOW and further represent the details of the scope of work.

- Water Sampling Table
 - Soil and Air Sampling Table
 - Soil Boring (SB) and Well Installation Table
-

**Attachment A
Petroleum Restoration Program
Scope of Work**

9-Digit Facility ID Number: 508623072

STCM Facility Name: Menzies Aviation

Task 1 Description: Prepare a comprehensive site-specific HASP. The HASP must be approved by the FDEP prior to conducting any fieldwork. Please note that per the DEP site access agreement, a separate site access agreement between the owner and the ATC has been requested by the property owner or tenant. Submit an email or letter (copying the owner or tenant) indicating that either that this separate site access agreement has been executed or that the owner no longer wants such agreement with the contractor (in other words, the owner is content with the FDEP site access agreement). The DEP does not need a copy of this agreement. Perform a File Review of OCULUS and CINEMA and submit a Comprehensive Historical Site Summary with the compilation of all historical data in accordance with the PRP Guidance for Cumulative Historical Data Compilation dated 08/26/21. An allowance of four (4) hours [two (2) hours each at the scientist/technical specialist rate (20-6) and administrative rate (20-10)] have been given for the compilation of all historical data into cumulative analytical summary tables using the standardized Soil and Groundwater Analytical Tables located on the PRP Assessment Guidance webpage. The hours for data compilation can only be used if the ATC has done their due diligence with regards to obtaining the digital files. Site Recon: perform site reconnaissance and field measurement visit. Site Reconnaissance deliverable to include the layout of the site and topography, structures, storage systems, existing compliance or monitoring wells, utility lines, access logistics, traffic patterns, adjacent property use, potential contaminant sources, measuring of field points, including but not limited to building corners, manholes, and the top of-casing elevations for previously installed wells, to a precision of 0.01-feet vertical relative to a common datum or benchmark within 1,000 feet. Gauging of existing monitoring wells, including D wells and PZ wells (Figure 1). Site Reconnaissance/Field Measurement notes to include area survey table, location map, area map, site map, and photo documentation.

Task 1 Deliverable: Comprehensive site-specific HASP. Historical Summary Worksheet, Historical Data Compilation - include all historical data (soil and groundwater on tables and figures) and office log to document labor. Email/letter confirming the ATC and owner/tenant SAA is executed or that the owner/tenant has retracted the request for a separate SAA. Site Reconnaissance/Field Measurement notes to include area survey table, location map, area map, site map, and photo documentation.

Task 1 Deliverable Due Date: Friday, August 29, 2025

**Attachment A
Petroleum Restoration Program
Scope of Work**

9-Digit Facility ID Number: 508623072

STCM Facility Name: Menzies Aviation

<p>Task 2 Description: Obtain MW permits. Conduct a pre-drilling meeting. Compensation under the ATC contract for the pre-drilling meeting is scoped as one (1) hour of SPI pay item 20-6, scientist, for each the ATC and the driller. Submit the meeting notes to include: date, start and end time, list of participating parties, confirmation by the ATC that the property owner/tenant recognizes the scope of work prior to field activities, and summary of conclusions and recommendations. Install SB B-31R as shown on attached SB-Well installation Table and Figure 2. Install MW as shown on the attached SB-Well Installation Table. Sample 12 monitoring wells (Figure 1) and submit for analysis as per attached Water Sampling table. Submit soil and GW EDDs. Drum soil cuttings as IDW. Collect IDW sample as shown on attached Soil-Air Sampling tables. Photograph inside of drums to document each drum filled to at least 75%, last drum need not be filled completely. Dispose of IDW. Prepare an interim site assessment report including site history from file review and historical data, discussion of nature and extent of contamination in soil and GW, current GW flow direction figure, current GW contaminant tag maps with isopleths, GW sampling logs, field notes, MW construction and development logs, boring logs, MW permits, photo documentation, IDW disposal manifests and soil and GW recommendations.</p>
<p>Task 2 Deliverable: Pre-drill meeting notes. Interim assessment report.</p>
<p>Task 2 Deliverable Due Date: Monday, December 1, 2025</p>
<p>Task 3 Description: If necessary, prepare a RFC for GW sampling and GW and soil delineation based on Task 2 findings and file review. Following implementation of the RFC, prepare a supplemental site assessment report to include site history from file review and historical data, discussion of nature and extent of contamination in soil and GW, current GW flow direction figure, current GW contaminant tag maps with isopleths, GW sampling logs, field notes, IDW disposal manifests and soil and GW recommendations - signed and sealed by a PG or qualified PE. *Contingent Funding in this task is only to be used to offset the cost for pay items associated with a Field Request for Change for any open task.</p>
<p>Task 3 Deliverable: Signed/Sealed Supplemental Site Assessment Report</p>
<p>Task 3 Deliverable Due Date: Friday, February 27, 2026</p>
<p>PO End Date: Tuesday, April 28, 2026</p>

Schedule of Pay Items (SPI)

All unit rates and extended prices for all line item costs associated with this project are provided in the SPI [Attachment B to this Purchase Order (PO)] and shall not exceed the rates established in the ATC.

Requests for Change (RFC)

All requests for changes to the SOW must be submitted in writing and be approved in writing by the FDEP/LP using the RFC form in accordance with paragraphs 2.A and 26 of the ATC and can be found at:

<http://floridadep.gov/waste/petroleum-restoration/content/templates-forms-tools-and-guidance>

Any change which results in an extension of the due dates, PO end date, or a change in quantities or costs, requires that a PO Change Order be formally issued prior to performance of the revised SOW.

Attachment A
Petroleum Restoration Program
Scope of Work

9-Digit Facility ID Number: 508623072

STCM Facility Name: Menzies Aviation

Performance Measures

The FDEP/LP Site Manager will review the submitted documentation to confirm that all work was performed in accordance with the Specifications referenced above. The FDEP/LP Site Manager will notify the Contractor of acceptance or any deficiencies in the work and/or deliverables. The Contractor will be given an opportunity to remedy deficiencies at no additional cost to the FDEP.

The FDEP/LP Site Manager will review the work and/or deliverables within the timeframes established in FDEP guidance documents. The Contractor will respond to any comments to complete the work and/or deliverables within the timeframe established in the comment letter or email correspondence.

Invoicing, Payments and Financial Consequences

The Contractor may submit an invoice for a Task upon written notification of acceptance of the work/deliverables by the FDEP/LP Site Manager. Upon receipt of FDEP/LP written approval of the required documentation for completed portions of each task, the Contractor must submit an invoice within thirty (30) days. Invoices for completed work may be submitted at any time for fully completed and approved tasks, but no more frequently than every thirty (30) days, for approved partial tasks. Each invoice request must contain all documentation of performance as specified in the ATC, this Purchase Order (PO), and its attachments.

Failure to provide all deliverables which are satisfactory or failure to meet the specified deliverable timetables, shall result in non-payment, loss of retainage, or other financial consequences, and/or termination of the PO, as specified in the ATC. If the deliverable due day occurs on a weekend, state holiday, or federal holiday the deliverable will be due the following business day.

Retainage shall be withheld in the amount of 5%, unless otherwise noted in the SPI, from each payment by the FDEP/LP until completion and approval of all Tasks. The Contractor shall submit a Release of Claims and request for retainage payment with the final invoice. Payment of retainage will be reduced by the amount of any assessed financial consequences.

Notice of Field Activities

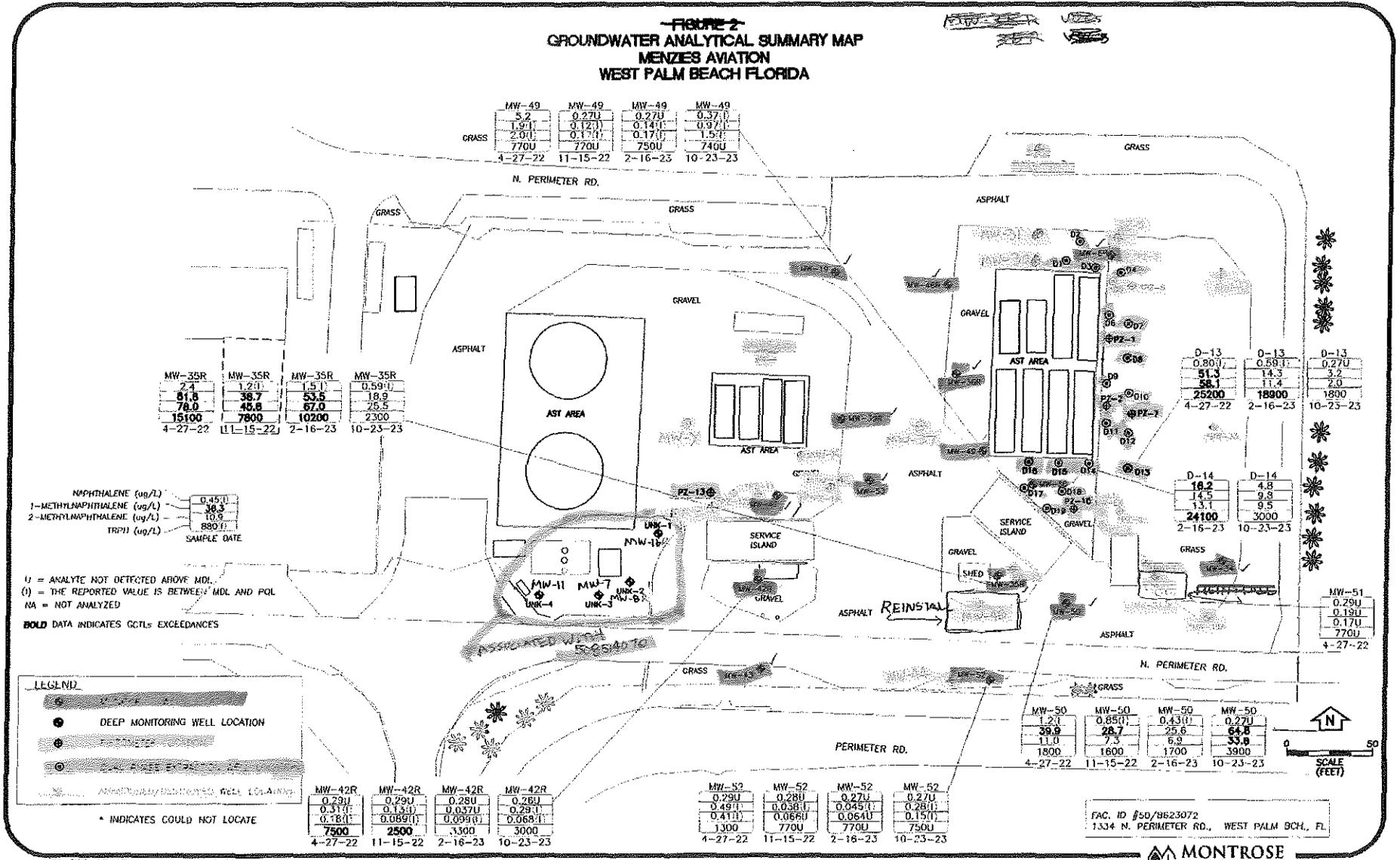
The Contractor must provide written notification (emails are acceptable) of field activities at least seven (7) calendar days prior to the commencement of work to all applicable parties including the PRP site manager, PRP Inspector (PRP_inspector@dep.state.fl.us), site operator, site owner, RP and affected off-site property owners.

Deliverables

All deliverables under this Purchase Order must be electronic. Paper copies should not be submitted unless the deliverable requires a Professional Engineer (PE) or Professional Geologist (PG) signature and seal, and the electronic signature and seal does not meet the requirements in Chapters 61G15 or 61G16, Florida Administrative Code, as applicable.

FIGURE 1

FIGURE 2
GROUNDWATER ANALYTICAL SUMMARY MAP
MENZIES AVIATION
WEST PALM BEACH FLORIDA



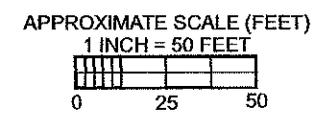
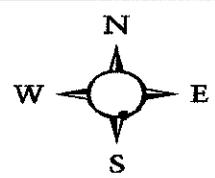
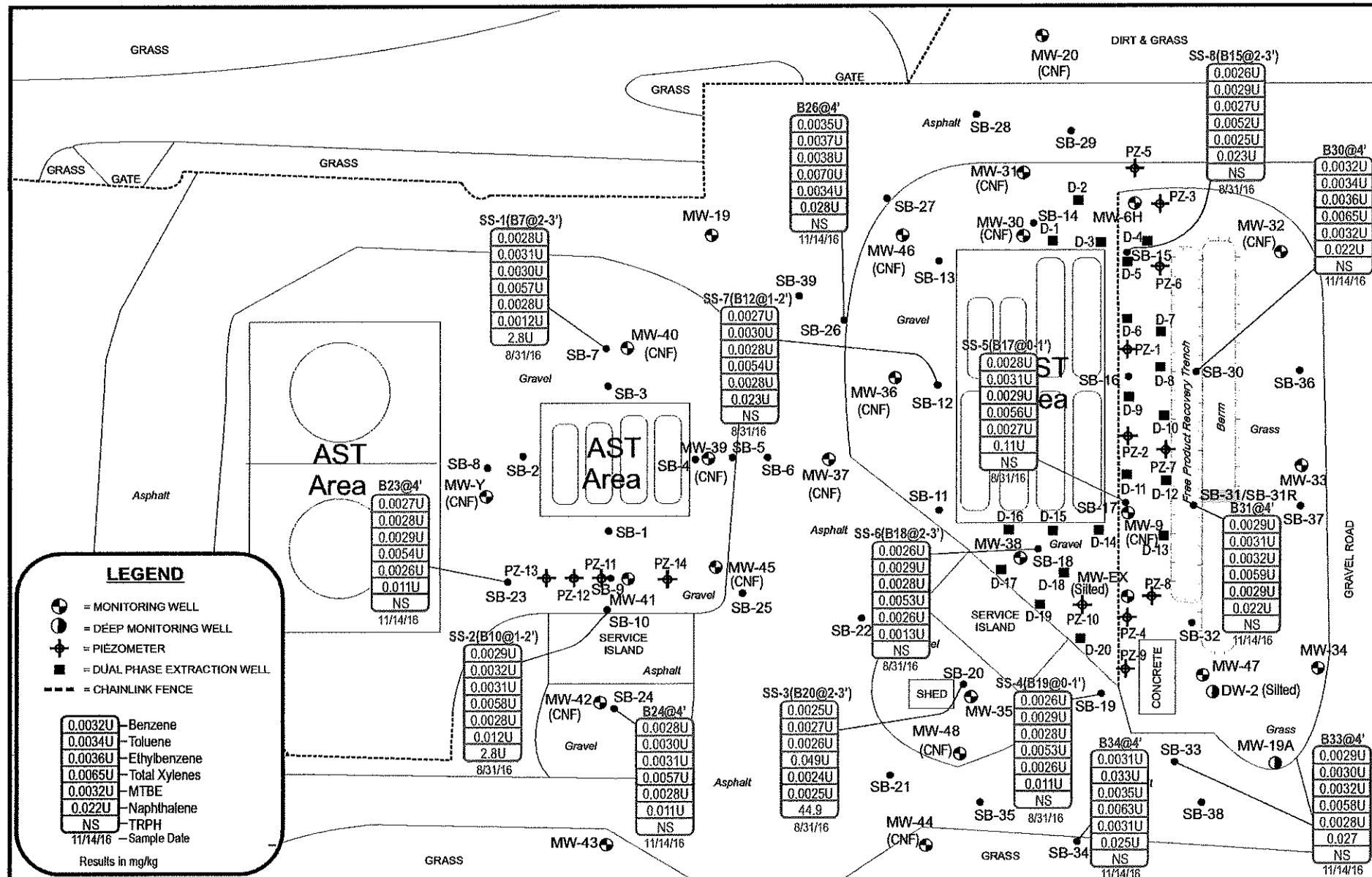


FIGURE 6 2
SOIL ANALYTICAL DATA

AIRCRAFT SERVICES INTERNATIONAL, INC.
1334 N PERIMETER RD
WEST PALM BEACH, PALM BEACH CO., FL, 33406
FDEP FACILITY ID# 50-8623072

DATE: 12/27/2016 | FILE: 160402 | BY: JLC & MMD



Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 508623072

STCM Facility Name: Menzies Aviation

Any blank fields are not applicable to the scope of work.

WATER SAMPLING TABLE																			
Task #	Well #(s) or Water Sample Location	Frequency (if applicable)	Expedited Turnaround (TA)	Water Level/FP Gauging Only (8-7.)	# MWs Sampled (8-1,8-2.)	(9-27.) BTEX + MTBE	(9-30.) PAHs	(9-36.) TRPH (FL-PRO)	(9-25.) GAG/KE G - Table C										
1	see attached Figure 1			38															
2	D1				1	1													
2	D13				1			1											
2	D14				1		1	1											
2	MW-35R				1	1	1	1											
2	MW-36R				1	1	1	1											
2	MW-38				1				1										
2	MW-39R				1			1											
2	MW-41				1	1	1	1											
2	MW-48R				1	1	1	1											
2	MW-50				1		1												
2	MW-53				1		1	1											
2	PZ-5				1		1	1											
2	B-31 SPLP						1												
Task 1 Subtotal				38	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 2 Subtotal				0	12	5	9	9	1	0	0	0	0	0	0	0	0	0	0
GRAND TOTALS				38	12	5	9	9	1	0	0	0	0	0	0	0	0	0	0

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 508623072

STCM Facility Name: Merzies Aviation

Any blank fields are not applicable to the scope of work.

SOIL and AIR SAMPLING TABLE																	
Task #	Soil /Air Sample Locations	Frequency (if applicable)	Expedited Turnaround (TA)	Depth Interval (if applicable)	(9-2.) BTEX + MTBE	(9-5.) PAHs	(9-8.) TRPH (FL-PRO)	(9-16.) SPLP-Extraction Only	(9-11.) Arsenic	(9-12.) Cadmium	(9-13.) Chromium	(9-14.) Lead					(8-14.) Encore Sampler
2	B-31			4		1		1									
2	IDW				1				1	1	1	1					
Task 2 Subtotal					1	1	0	1	1	1	1	1	0	0	0	0	0
GRAND TOTALS					1	1	0	1	1	1	1	1	0	0	0	0	0

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 508623072

STCM Facility Name: Menzies Aviation

Any blank fields are not applicable to the scope of work.

SOIL BORING (SB) AND WELL INSTALLATION TABLE																	
SOIL BORING DETAILS					Screening/Spit Spoon Intervals			WELL INSTALLATION DETAILS									
TASK #	Installation Method	Quantity	Depth (ft bis)	Total Boring Footage (ft)	Screening Depth Interval 1 & Spacing	Screening Depth Interval 2 & Spacing	Screening Depth Interval 3 & Spacing	Quantity	Well Type	Well Diameter (in)	Depth (ft bis)	Screen Interval (ft bis)	Total Well Footage (ft)	Surface Casing Diameter (in)	Surface Casing Depth (ft)	Total Casing Footage (ft)	Well Completion Type
2	HSA/MR	1	13	13				1	MW	2	13	3-13	13			0	8" MH
2	Hand Auger	1	4	4									0			0	
TOTALS				17									13			0	

Exhibit "D"

NONGOVERNMENTAL HUMAN TRAFFICKING AFFIDAVIT

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of TAYLOR ENVIRONMENTAL CONSULTING attest that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

[Signature] (signature of officer or representative or representative)

LEE C. TAYLOR (printed name of officer)

State of Florida

County of Levy

Sworn to and subscribed before me by means of [X] physical presence or [] online notarization this, 14 day of October, by Lee C. Taylor. Personally known [X] OR produced identification [].

Type of identification produced

[Signature: Debora Rudd]

NOTARY PUBLIC

My Commission Expires: Feb. 3, 2029

State of Florida at large

(Notary Seal)

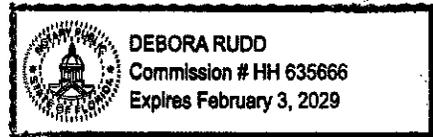


Exhibit "E"

Federal Contract Provisions

FEDERAL CONTRACT PROVISIONS

A. Title VI Clauses for Compliance with Nondiscrimination Requirements.

During the performance of this Agreement, 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 Agreement.
2. **Nondiscrimination:** Tenant, 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. Tenant 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 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 Agreement 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 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 Tenant under this Agreement 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 Agreement, 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 Agreement 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 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.

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 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 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 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. 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.