

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 9, 2026

Consent Regular
 Workshop Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: a Resolution adopting a standard form Airport Noise Monitoring Station Agreement; authorizing the County Administrator or designee to execute the standard form agreement on behalf of the Board of County Commissioners (BCC); providing for severability; and providing for an effective date.

Summary: The Resolution adopts a new standard form agreement that authorizes the County to install portable noise-monitoring equipment on private property, with the property owner's consent and at no cost to the County. The equipment will be used to monitor aircraft-related noise in the vicinity of the County's four (4) airports. The Resolution further delegates authority to the County Administrator, or designee, to execute the standard form agreement on behalf of the BCC. Countywide (AH)

Background and Justification: The County recently purchased portable noise-monitoring equipment to support monitoring of aircraft-related noise near the County's four (4) airports. A standard form agreement is required to ensure the County obtains the property owner's authorization prior to temporarily installing equipment on private property. The standard form agreement will streamline the process and ensure proper documentation before deployment.

Attachments:

- 1. Resolution (1) (w/ Exhibit A)

Recommended By: LS Lou Burke 5/5/26
Department Director Date

Approved By: Fee
Chief Deputy County Administrator 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>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Proposed 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: Waldemar Juncos

III. REVIEW COMMENTS

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

Lisa M. Shaw 5/7/2026
 OFMB
 MD 5/7

Brandi Pauck 5/7/2026
 Contract Dev. and Control
 26.5.7.26

B. Legal Sufficiency:

Anne Delgant 5/8/26
 Assistant County Attorney

C. Other Department Review:

 Department Director

Attachment No. 1
Resolution (1) (w/Exhibit A)

RESOLUTION NO. 2026-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ADOPTING A STANDARD FORM AIRPORT NOISE MONITORING STATION AGREEMENT; AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE STANDARD FORM AIRPORT NOISE MONITORING STATION AGREEMENTS ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County, by and through its Department of Airports, owns and operates the Palm Beach International Airport (PBI), the North Palm Beach County General Aviation Airport (F45); the Palm Beach County Glades Airport and the Palm Beach County Park Airport (LNA) (collectively, the Airports); and

WHEREAS, the Board of County Commissioners desires to adopt a standard form Airport Noise Monitoring Station Agreement, as provided herein; and

WHEREAS, the delegation to the County Administrator or designee to execute the standard form agreements will eliminate delays caused by requiring such items to be brought before the Board of County Commissioners for approval and would therefore be consistent with the goal of the Board of County Commissioners to streamline the agenda process; and

WHEREAS, the Board of County Commissioners desires to authorize the County Administrator or designee to execute standard form Airport Noise Monitoring Station Agreements on behalf of the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The Board of County Commissioners hereby: (i) adopts a new standard form Airport Noise Monitoring Station Agreement in the form attached hereto and incorporated herein as Attachment "A" ("Agreement"), and (ii) authorizes the County Administrator or designee to execute the Agreement on behalf of the Board of County Commissioners.
3. The County Administrator or designee is hereby authorized to execute, on behalf of the Board of County Commissioners, standard form Agreements, which include non-material changes. For purposes of this Resolution, "non-material changes" mean changes that will not modify any of the substantive obligations of the County.
4. It is the intention of the Board of County Commissioners that this delegation of signature authority is limited to the parameters set forth herein. In the event there is a material deviation from the approved standard terms and conditions of the Agreement, which would constitute discretion of the County Administrator or designee relative thereto, then the approval of the Board of County Commissioners shall be required. The County Administrator's designee for purposes of this Resolution shall include the Director of the Department of Airports.

5. If any section, sentence, clause, phrase, or word of this Resolution is held invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

6. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

COMMISSIONER SARA BAXTER, MAYOR	-
COMMISSIONER MARCI WOODWARD, VICE MAYOR	-
COMMISSIONER MARIA G. MARINO	-
COMMISSIONER GREGG K. WEISS	-
COMMISSIONER JOEL G. FLORES	-
COMMISSIONER MARIA SACHS	-
COMMISSIONER BOBBY POWELL JR.	-

Then the Mayor thereupon declared this Resolution duly passed and adopted this _____ day of _____, 20__.

**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

MICHAEL A. CARUSO
CLERK of the CIRCUIT COURT & COMPTROLLER

By: _____
Deputy Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: Anne Helgand
County Attorney

ATTACHMENT "A"
AIRPORT NOISE MONITORING STATION AGREEMENT

Exhibit A



AIRPORT NOISE MONITORING STATION AGREEMENT

THIS AIRPORT NOISE MONITORING STATION AGREEMENT (this "Agreement") is made this _____ day of _____, 20____, between _____ {adjust as appropriate based on ownership and how title is vested: such as husband and wife, a single man/woman, or use "and" for multiple parties}, whose mailing address is _____, (hereinafter {collectively} referred to as "Owner"), and PALM BEACH COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as "County") whose mailing address is c/o Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406.

W I T N E S S E T H:

WHEREAS, County is the owner and operator of the _____ Airport (the "Airport"); and

WHEREAS, Owner is the fee simple title owner of the property located at _____, Property Control Number (PCN): _____ legally described in Exhibit "A", attached hereto and made a part hereof (the "Property"); and

WHEREAS, Owner has requested that County install a noise monitoring station on that portion of the Property generally identified or depicted in Exhibit "B", attached hereto and made a part hereof (the "Site").

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

1. Term. The term of this Agreement shall commence upon execution of this Agreement by Palm Beach County (the "Effective Date") and expire at 12:00 p.m., local time, on _____, 20____, unless terminated earlier in accordance with the provisions of this Agreement (the "Term"). Notwithstanding the foregoing, this Agreement shall automatically terminate and expire upon County's delivery of notice to Owner that the Equipment (as defined below) has been removed from the Property.

2. Activities. During the Term, County and its duly authorized representatives, contractors, consultants, agents and their employees shall have the right to enter upon the Property to install, operate, maintain, repair and replace a noise monitoring station and all associated equipment, facilities and appurtenances, including, but not limited to, microphones, cabling, mountings and brackets, antennae, and battery and/or solar power supply (the "Equipment") and to perform surveys, assessments and inspections in order to evaluate the condition of the Property or its suitability for installation of the Equipment (the "Activities"). County shall perform or cause the Activities to be performed in the least intrusive manner possible at County's sole cost and expense and in a manner which minimizes the impact upon County's use of the Property. County acknowledges and agrees that the rights granted by this Agreement are and shall be strictly limited to the right to perform the Activities, and that County may not utilize the Property for any other purpose whatsoever, unless expressly authorized in writing by Owner.

3. Condition of the Property. County shall have no liability whatsoever relating to the condition of the Property and County enters the Property in its "As Is" condition. County shall be solely responsible for, and shall, at its sole cost and expense, promptly repair any damage resulting from County's exercise of the rights granted hereby, and restore the Property to substantially the condition it was in prior to such damage, using materials of like kind and quality. For purposes of this Agreement, the term "damage" shall not include ordinary wear and tear associated with the use of vehicles or foot traffic, including trampled grass or vegetation that is removed or trimmed in consultation with the Owner; provided in both cases that the grass or vegetation is not destroyed. In order to arrange a timely inspection of any damage by County, Owner shall report any damage to County's representative within seventy-two (72) hours of being made aware of such damage.

4. Condition of the Equipment. County shall be solely responsible for the installation, operation, maintenance, repair and replacement of the Equipment. Owner acknowledges the Equipment is being placed on the Property solely upon the request of Owner, and Owner shall conduct no activities that may obstruct or interfere with the operation of the Equipment, and Owner shall take no action to remove, destroy or otherwise tamper with the Equipment. Owner shall be responsible for any damage or repair to the Equipment caused by, through or on behalf of Owner. Owner shall immediately report any known or suspected damage to the Equipment to County's representative.

5. Insurance Requirements. County shall require that its contractor(s) maintain in force and effect at all times during the term of this Agreement, insurance coverage and limits described in Exhibit "C" to this Agreement.

6. County's Representative; Coordination. County will manage the Activities by and through the Department of Airports' Noise Abatement Program. Coordination, as well as routine and day-to-day administration of the Activities will be managed by Craig Delegato, Manager of Noise Abatement and Community Affairs, cdelegato@pbia.org telephone 561-471-xxxx.

7. Notices. All other notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail, a nationally-recognized overnight mail delivery service or personal delivery to the following:

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

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

If to Owner: _____

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

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

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

10. Termination. Either party may terminate this Agreement upon written notice to the other party, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations that expressly survive the termination or expiration of this Agreement.

11. 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.

12. General Contract Provisions. The General Contract Provisions in Exhibit "C", attached hereto, are incorporated herein and made a part hereof.

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

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

15. Ownership of the Property; Authority to Execute this Agreement. Owner warrants and represents to County that Owner is the fee simple title holder to the Property; that no other person(s) or entity(ies) own or have an interest in the Property, in whole or in part (except for mortgages or easements); and that Owner has the authority to execute this Agreement.

16. Human Trafficking Affidavit. Owner warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Owner has executed Exhibit "D", Nongovernmental Entity Human Trafficking Affidavit. This affidavit is required to be provided pursuant to Section 787.06 (14), Florida Statutes.

17. 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.

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

(Remainder of Page Intentionally Left Blank)

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

WITNESSES:

Signature

Print Name

Signature

Print Name

WITNESSES:

Signature

Print Name

Signature

Print Name

PALM BEACH COUNTY:

By: _____
Director of Airports

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

By: _____
County Attorney

OWNER(S):

By: _____

(Print Signatory's Name)

By: _____

(Print Signatory's Name)

EXHIBIT "A"
THE "PROPERTY"

EXHIBIT "B"
THE "SITE"

EXHIBIT "C"
GENERAL CONTRACT PROVISIONS

The following General Contract Provisions are incorporated and made a part of the Agreement:

- A. Insurance Requirements. County shall require that its contractor(s) maintain in force and effect at all times during the term of this Agreement, the following insurance coverage and limits:
1. Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate, bodily injury and property damage liability coverage; and shall include, but not be limited to, Premises and Operations, Personal Injury, Products and Completed Operations, Contractual Liability.
 2. Business Automobile Liability Insurance covering all Owned, Hired, and Non-Owned Vehicles used in an amount of not less than Five Hundred Thousand Dollars (\$500,000) Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability.
 3. Workers' Compensation Insurance & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- B. 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 County, 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.
- C. 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 County.
- D. Federal Contract Provisions. Owner 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 Owner, without formal amendment hereto.
- E. County Nondiscrimination Provisions. 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, Owner warrants and represents that throughout the Term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, Owner represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, Owner shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Owner retaliate against any person for reporting instances of such discrimination. Owner shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination. Owner understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Owner shall include this language in its subcontracts.

EXHIBIT "C"
GENERAL CONTRACT PROVISIONS

- F. Scrutinized Companies. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, County 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 County 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, County 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 County, 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.

EXHIBIT "D"
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

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

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, _____ ("Owner") attests that Owner 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 of Owner)

(printed name of Owner)

State of _____

County of _____

Sworn to and subscribed before me by means of physical presence or online notarization this, _____ day of _____, by _____.

Personally known OR produced identification .

Type of identification produced _____.

NOTARY PUBLIC

My Commission Expires:

State of _____ at large

(Notary Seal)

EXHIBIT "E"
FEDERAL CONTRACT PROVISIONS

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, national origin, creed, sex, age, or disability 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 C.F.R. Part 21, including amendments thereto.
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 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964), including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 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 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 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);

EXHIBIT "E"
FEDERAL CONTRACT PROVISIONS

- 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 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 C.F.R. Parts 37 and 38; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 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 Premises 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 Premises 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. 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, color, national origin, creed, 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.