

**TERMINAL BUILDING LEASE AGREEMENT**

**BETWEEN**

**BROWARD COUNTY**

**AND**

**THE UNITED STATES GENERAL SERVICES ADMINISTRATION**

**Lease No. GS-04P-LFL00624**

**TERMINAL BUILDING LEASE AGREEMENT  
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## TERMINAL BUILDING LEASE AGREEMENT

THIS TERMINAL BUILDING LEASE AGREEMENT (hereafter "TBLA" or "Agreement") is entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida ("County"), and the UNITED STATES GENERAL SERVICES ADMINISTRATION, an agency of the United States Government ("GSA" or "Lessee"), for the use of certain premises by the TRANSPORTATION SECURITY ADMINISTRATION ("TSA").

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

WHEREAS, County is the owner of the Fort Lauderdale-Hollywood International Airport, located in Broward County, state of Florida ("Airport"); and

WHEREAS, County has the right to lease and license the use of property on the Airport and has full power and authority to enter into this TBLA in respect thereof; and

WHEREAS, Lessee, as duly authorized by governmental authority, is engaged in the airline service business with respect to persons, property, and mail at the Airport and elsewhere; and

WHEREAS, Lessee requires the use of certain specific premises, facilities, rights, and privileges in connection with its use of the Airport, and County is willing to assign, license, and grant the same to Lessee upon the terms and conditions hereinafter stated;

NOW, THEREFORE, in consideration of the agreements set forth herein, County and Lessee agree as follows:

### ARTICLE I DEFINITIONS

The following words, terms, and phrases wherever used in this TBLA shall, for the purpose of this Agreement, have the following meanings:

- 1.1 **Agreement** or **TBLA** shall mean Articles I through XVII, inclusive, of this Terminal Building Lease Agreement together with the exhibits and schedules which are attached to this Agreement and made a part hereof and the other documents that are expressly incorporated herein by reference.
- 1.2 **Airport** shall mean the Fort Lauderdale-Hollywood International Airport, which is owned and operated by the County.
- 1.3 **Applicable Laws** shall mean all "Environmental Laws," as defined below, and any and all applicable laws, codes, advisory circulars, rules, regulations, ordinances, or resolutions of any governmental or quasi-governmental entity relating to the

Airport, the Premises, or activities at the Airport or the Premises that have been or may hereinafter be adopted, and as may be amended from time to time, including, without limitation, all applicable federal, state, County, local, and any quasi-governmental agency laws, codes, advisory circulars, rules, regulations, ordinances, resolutions, development orders, grant agreements, and the Minimum Standards, including, but not limited to, the United States Federal Acquisition Regulations and any and all applicable agency supplements thereto.

- 1.4 **Aviation Department** shall mean the County's Aviation Department or such other named County organization that from time to time may exercise functions equivalent or similar to those now exercised by the Aviation Department.
- 1.5 **Board or Commission** shall mean the Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.
- 1.6 **Common Use Area** shall mean that portion of the Commuter Terminal Building designated for the non-exclusive use in common by the public, Lessee, other commuter Lessees, and other duly authorized users of the Airport.
- 1.7 **County** shall mean Broward County, a political subdivision of the State of Florida.
- 1.8 **Director of Aviation or Director** shall mean the Director or Acting Director of the Aviation Department, and from time to time shall include such person or persons as may from time to time be authorized in writing by the Broward County Board of County Commissioners, the Broward County Administrator, or by the Director of Aviation to act for the Director with respect to any or all matters pertaining to this Agreement.
- 1.9 **Effective Date** shall mean the date specified in Article IV.
- 1.10 **Environmental Laws** shall mean any and all applicable federal, state, County, and local statutes, ordinances, regulations, codes, rules, laws, permits, orders, advisory circulars, resolutions, development orders, grant agreements, and directives of any federal, state, or local court, governmental, or quasi-governmental entity with jurisdiction of such matter that have been or may hereinafter be adopted, and as may be amended from time to time, relating to the generation, use, storage, transportation, or disposal of hazardous materials, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC § 9601, et. seq.), the Resources Conservation and Recovery Act of 1976 (42 USC § 6901, et. seq.), the Clean Water Act (33 USC § 1251 et. seq.), the Safe Drinking Water Act (42 USC § 300 et. seq.), the Hazardous Materials Transportation Act (49 USC § 5101 et. seq.), and the Toxic Substance Control Act (15 USC § 2601, et. seq.), all as may be amended from time to time.
- 1.11 **Environmental Site Assessment or "ESA"** shall mean a document based on one or more environmental site assessments, examinations, inspections, tests,

inquiries and surveys necessary to identify recognized environmental conditions, contamination, and the presence of any Hazardous Materials in, on, or under the surface of the Leased Premises.

- 1.12 **Federal Aviation Administration or FAA** shall mean that agency of the United States Government created and established under the Federal Aviation Act of 1958, as codified in the United States Code, Title 49, or its successor.
- 1.13 **Fiscal Year** shall mean the then current annual accounting period of the County for its general accounting purposes which period, at the time of entering into this Agreement, is the period of twelve (12) consecutive calendar months ending with the last day of September of any year.
- 1.14 **Leased Premises and Premises** shall mean the Terminal space leased to, or to be leased to Lessee, as shown on **Exhibit A** attached hereto and made a part hereof.
- 1.15 **Lessee** shall mean the GSA, and its permitted successors pursuant to Article X.

## ARTICLE II LEASE OF PREMISES AND USE OF AIRPORT

- 2.1 **Premises.** Subject to the terms and conditions hereof, County does hereby lease and demise to Lessee the Leased Premises described and depicted on **Exhibit A** attached hereto and made a part hereof.
- 2.2 **Relocation, Change of Locations.** In the event the Aviation Department desires that Lessee operate at different location(s) than that reflected on **Exhibit A**, or at additional locations, or in reduced space, from that shown on **Exhibit A**, then upon written notice from the Aviation Department, Lessee shall be required to move into or out of such areas and Lessee shall occupy such alternate areas. In the event of any change as provided hereunder, then an exhibit reflecting such areas, the effective date, and the applicable square footage(s) shall be attached to this Agreement through an amendment, and the rentals payable hereunder shall be adjusted as necessary according to the square footage of the resulting space. The Director of Aviation is authorized to execute any amendment(s) pursuant to the provisions of this Section 2.2. Lessee acknowledges that such relocated space might not be similar in size or configuration to the Premises leased herein.

## ARTICLE III IMPROVEMENTS BY LESSEE

- 3.1 **Ownership of Lessee Installed Improvements and Property.** Lessee will retain ownership of moveable trade fixtures, equipment, and other personal property installed and paid for by Lessee, except as may be otherwise provided in this TBLA or other agreements.

- 3.2 Improvements and Construction by Lessee. All of Lessee's improvements, construction, additions, alterations, modifications, and renovations ("Improvements") to its Leased Premises or other Terminal areas are subject to prior written approval of the Aviation Department and must conform to any tenant improvement project process and tenant improvement standard requirements, policies, or procedures of the Aviation Department, as may be revised from time to time, and which are applicable to tenants of the Airport Terminals, including any that are specific to a particular Terminal. All Improvements hereafter made by Lessee shall be in conformity and consistent with all Applicable Laws, including, but not limited to, the Americans with Disabilities Act of 1990, as same may be amended from time to time. Any Improvement that is affixed to the Premises (excluding trade fixtures, such as signage or items unique to the Lessee) is a leasehold improvement, and title thereto shall vest with the County upon the termination of this TBLA, whether by expiration of the term or otherwise. All installations at the Premises or any Airport property, including, without limitation, cable, electric, and telecommunications, shall be deemed Improvements and ownership thereof shall be vested in the County upon installation. All such installations as shall be installed by Lessee shall be free of all liens, claims, and encumbrances, including any claims of any utilities provider. No reduction or abatement of rentals, fees, or charges shall be allowed for any interference with Lessee's operations by such construction.
- 3.3 Improvements to Additional Space. Lessee shall be responsible for the design and construction of Improvements to additional space as requested by Lessee and approved in writing by County. All Improvements will be subject to Aviation Department written approval as specified in Section 3.2 above and other applicable provisions and exhibits.

#### ARTICLE IV TERM

- 4.1 This Agreement shall become effective ("Effective Date") on **September 15, 2017**, and shall terminate on the fifth (5th) annual anniversary of the Effective Date, unless otherwise terminated earlier as provided herein.
- 4.2 This Agreement may be terminated at any time by the Board, the Director of Aviation, or the Lessee, with or without cause, upon thirty (30) calendar days' prior written notice to the other party. In the event the Director of Aviation determines that termination is necessary to protect the public health, safety, or welfare, this Agreement may be terminated by the Director of Aviation upon such notice as the Director of Aviation deems appropriate under the circumstances, which shall be followed-up by a written "Notice of Termination" to the Lessee.
- 4.3 Termination of this Agreement shall not relieve Lessee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective

termination date. Upon the expiration or termination of this Agreement, Lessee shall cease forthwith all operations upon all Premises, shall immediately vacate all Premises, and shall pay in full all fees and other amounts payable to County as set forth in this Agreement then due and owing.

- 4.4 In the event that Lessee ceases to operate at the Airport and fails to provide notice to the Aviation Department and fails to respond to written notice from the Aviation Department requesting Lessee's intent to continue operating at the Airport, then, in that event, the Director of Aviation shall have the right to immediately terminate this Agreement by a written "Notice of Termination" to said Lessee.

#### **ARTICLE V MAINTENANCE OF LEASED PREMISES**

- 5.1 Lessee will at all times maintain its Leased Premises in a neat, orderly, sanitary, and presentable condition. Lessee shall furnish its own janitor service in its Leased Premises and shall cause to be removed, at Lessee's own expense, from such spaces, all waste, garbage, and rubbish, and agrees not to deposit the same on any part of the Airport, except that Lessee may deposit same temporarily in its Leased Premises or in space designated by County in connection with collection for removal. The Lessee shall make arrangements for trash removal directly with a company that is authorized by the County to provide such services at the Airport. Upon failure of Lessee to carry out the terms of this Section 5.1, after reasonable notice to the Lessee, County may have the work performed and the applicable charges shall be paid by Lessee. Notwithstanding the foregoing, interior maintenance on County-owned property will be provided by County. Lessee shall be responsible for all utilities charges in connection with its use of the Leased Premises.
- 5.2 The responsibility for maintenance, cleaning, and operations of the facilities in the Terminals, including the Leased Premises, shall be as set forth on **Exhibit F**, attached hereto and incorporated herein by reference. The parties agree that any responsibility for maintenance, cleaning, and operations of the facilities in the Terminals, which is not set forth on **Exhibit F**, shall be the responsibility of the County, unless otherwise agreed to in writing by the parties.

#### **ARTICLE VI RENTALS, FEES AND CHARGES**

- 6.1 Commencing on the Effective Date, the annual rental shall be due in such amounts as are established pursuant to the provisions set forth below for the use of the Leased Premises. Rent shall be paid by the Lessee in twelve (12) equal monthly installments, together with all applicable sales taxes thereon, in arrears and without demand, set off, or deduction. The first monthly installment of the annual rent shall be paid in arrears. In the event the Effective Date does not occur on the first day of a calendar month, then a partial payment of the first monthly installment of the

annual rent shall be paid in arrears on the first calendar day of the first calendar month following the Effective Date; which partial payment shall be an amount equal to the first monthly rental payment due prorated based on the number of calendar days occurring between the Effective Date and the first calendar day of the following month, together with all applicable sales taxes thereon. Thereafter, each and every monthly installment of annual rent shall be payable in arrears on the first calendar day of each and every calendar month.

- 6.2 The rental amounts for the areas described in **Exhibit A** shall be based on the rates promulgated from time to time by the County pursuant to resolutions adopted by the Board. Lessee agrees that it shall pay monthly rentals to County on the first day of each month, in arrears, for the areas described on **Exhibit A**, based on the rates established from time to time by the Board-adopted resolutions.
- 6.3 The rentals, fees, and charges payable under this Agreement will be reviewed and adjusted, as necessary, at any time a rate is adjusted by the Board pursuant to a resolution.
- 6.4 The Lessee acknowledges that, through the date hereof, it has no claims against County with respect to any of the matters covered by this Agreement. Lessee shall have no right of set-off or right to assert any counterclaim against any of the amounts payable by Lessee to County under this Agreement.

## **ARTICLE VII DEFAULT BY LESSEE**

- 7.1 Event of Default by Lessee. Each of the following shall constitute an "Event of Default by Lessee":
  - 7.1.1 Lessee shall fail to pay any rentals, fees, deposits, or charges when due, or
  - 7.1.2 Lessee shall fail after the receipt of written notice from County to keep, perform, or observe any other term, covenant, or condition of this Agreement to be kept, performed, or observed by Lessee, or
  - 7.1.3 Lessee shall make an assignment of all or substantially all of Lessee's assets for the benefit of Lessee's creditors.
- 7.2 County's Remedies.
  - 7.2.1 Upon the occurrence of an Event of Default by Lessee, County, in addition to any other rights or remedies it may have at law or in equity, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises and Lessee's property may be stored in a public warehouse or elsewhere at the cost of, and for the account of



Lessee. Should County elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may either terminate this Agreement or re-let the Leased Premises and any improvements thereon or any part thereof for such term or terms (which may be for a term extending beyond the term of this Agreement) and at such fees and charges and upon such terms and conditions as County in its sole discretion may deem advisable, with the right to make alterations and repairs to improvements on said Leased Premises. No re-entry of the Leased Premises by County shall be construed as an election on County's part to terminate this Agreement unless a written notice of such intention is given to Lessee.

7.2.2 Unless County elects to terminate this Agreement, Lessee shall remain liable for fees, charges, and rentals due hereunder if County re-enters and re-lets the Leased Premises.

7.2.3 Upon the occurrence of an Event of Default by Lessee, County may, at any time thereafter, elect to terminate this Agreement by written notice to Lessee (which termination shall be in addition to any other remedy it may have), and in such event, County may recover from Lessee all damages to which it may be entitled by reason of such Event of Default by Lessee, including the cost of recovering the Leased Premises and damages for the balance of the amounts due hereunder for the full term of this Agreement. In the event of such termination, Lessee shall have no further rights under this Agreement and shall cease forthwith all operations upon the Airport premises and Lessee shall be liable for all damages incurred by County in connection with Lessee's default or the termination of this Agreement upon such a default, including, without limitation, all direct, indirect, consequential, and all other damages whatsoever.

### 7.3 Curative Provisions; Payment Under Protest.

7.3.1 A termination of this Agreement for a default under Section 7.1.1 or 7.1.3 shall be effective immediately upon giving ten (10) calendar days written notice of same to the Lessee. No termination of this Agreement for a default under Section 7.1.2 shall be effective unless and until thirty (30) calendar days, unless otherwise specified in this Agreement, have elapsed after Lessee has received written notice specifying the Event of Default. No such termination shall be effective if the Event of Default has been cured or removed during such period, or if by its nature such Event of Default cannot be cured within such period, such termination shall not be effective if Lessee commences to cure or remove such Event of Default within said period and cures or removes same as promptly as possible.

7.3.2 Notwithstanding anything to the contrary in this Agreement, if a dispute arises between County and Lessee with respect to any obligation or

alleged obligation of Lessee to pay money, the payment under protest by Lessee of the amount claimed by County to be due shall not waive any of Lessee's rights, and if any court or other body having jurisdiction determines that all or any part of the protested payment was not due, then County shall as promptly as reasonably practicable reimburse Lessee any amount determined as not due, provided the County shall not be required to pay any interest on any such reimbursed sums.

- 7.4 Holdover. It is agreed and understood that any holding over of Lessee after the termination or expiration of this Agreement shall not renew and extend same, but shall operate and be construed as a tenancy at sufferance, pursuant to Section 83.04, Florida Statutes, as amended. County reserves the right to pursue all remedies available to it under applicable law as a result of Lessee's holdover. It is expressly agreed that acceptance of rent or any other payments by the County in the event that Lessee fails or refuses to surrender possession shall not operate as County's consent to Lessee's continued possession nor shall it constitute a waiver by the County of its right to immediate possession of the Premises. At the sole option of County, upon written notice to the Lessee by the Aviation Department, the Lessee shall be required to pay to the County during any holdover period monthly rent which shall be equal to the amount of the monthly installment of rent that was due and payable for the month immediately preceding the termination date of this Agreement. If the County exercises this option, a tenancy at will lasting from month to month shall be created, and such tenancy shall be subject to all other provisions contained in this Agreement.
- 7.5 Habitual Default. Notwithstanding the foregoing, in the event that the Lessee has frequently, regularly, or repetitively defaulted in the performance of or breached any of the terms, covenants, or conditions required herein to be kept and performed by the Lessee, and regardless of whether the Lessee has cured each individual condition of breach or default, the Lessee may be determined by the Aviation Department to be an "Habitual Violator." At the time that such determination is made, the Aviation Department shall issue to the Lessee a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise Lessee that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breaches or defaults of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the County may terminate this Agreement upon the giving of written notice of termination to the Lessee, such termination to be effective upon delivery of the notice to the Lessee.

**ARTICLE VIII  
WAIVER OF RIGHTS; NO REMEDY EXCLUSIVE**

- 8.1 Waiver. Failure by County or Government to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. County and Lessee agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.
- 8.2 No Remedy Exclusive. No remedy herein conferred upon or reserved to the County or Lessee is intended to be exclusive of any other remedy herein provided or otherwise available, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

**ARTICLE IX  
SURRENDER AND ACCEPTANCE OF SURRENDER OF LEASED PREMISES**

- 9.1 Upon the expiration of the Term of this Agreement or earlier termination as provided for herein, Lessee agrees to surrender possession of the Leased Premises in the same condition as it was received on the first day of occupancy, less reasonable wear and tear in the ordinary course of business permitted under this Agreement. Said condition at the time of surrender shall include, but not be limited to, the following: (i) all flooring must be cleaned as reasonably required by the Aviation Department; (ii) all doors and walls patched and painted with Aviation Department approved color; (iii) all ceiling tiles shall be in place, clean, and matching; (iv) all Lessee installed conduit and wiring shall be removed if requested by the Aviation Department, and (v) all personal property and Improvements (except Improvements that are owned by the County and any Improvements that are provided by the Aviation Department that are to remain installed) shall be removed. A final exit walkthrough inspection shall be conducted by the Lessee and the Aviation Department to determine compliance with this provision and the Aviation Department's acceptance of the condition of the Premises. In the event Lessee fails to comply with the terms of this Section 9.1, County reserves the right to perform all necessary work to bring the Premises to the required condition and Lessee shall reimburse the County for all reasonable expenses incurred.
- 9.2 Lessee shall have the right at any time during the term of this Agreement to remove any furnishings, trade fixtures, or equipment it has installed in, on, or about the Leased Premises, subject to any lien the County may have thereon for unpaid fees, charges, or other amounts payable under this Agreement, and provided that Lessee shall restore any damage to the Leased Premises and the Leased Premises shall be returned to the County in the same condition as defined in

Section 9.1, above. Any such property not removed by Lessee immediately thereon after expiration or termination of this Agreement shall become part of the Premises or may be removed, stored, or sold by the County.

- 9.3 In the event Lessee fails to surrender the Leased Premises in the above required condition or has failed to complete any of the obligations due under this Agreement or any future amendments thereto, Lessee from the date of the termination or expiration of the Agreement until the acceptance of surrender as set forth in Section 9.4, shall be considered a holdover tenant.
- 9.4 Acceptance of Surrender. No agreement of surrender or to accept a surrender of this Agreement shall be valid unless and until same shall have been reduced to writing and signed by the duly authorized representatives of the County and of the Lessee, provided that such signatures shall not be unreasonably withheld. Except as expressly provided in this Agreement, neither the doing of nor any omission to do any act or thing by any of the officers, agents, or employees of the County shall be deemed an acceptance of a surrender of letting under this Agreement.

#### **ARTICLE X ASSIGNMENT, SUBLETTING AND GROUND HANDLING**

- 10.1 Lessee shall not sublet the Leased Premises or any part thereof or transfer, assign, pledge, or otherwise encumber this Agreement or any rights or obligations hereunder, or allow same to be assigned by operation of law or otherwise without the prior written consent of the County (any such action being called an "Assignment"). Any such action shall be null and void and of no force or effect. Notwithstanding the above, GSA is leasing the Premises for use by TSA, which is approved.
- 10.2 Lessee agrees that it shall not utilize, hire, or otherwise employ any ground handling company that has not executed an Airlines Services Provider Agreement from the County, which Airline Service Provider Agreement is active and in good standing.

#### **ARTICLE XI DAMAGE OR DESTRUCTION**

- 11.1 Lessee Responsibilities. County shall not be liable to Lessee for damage to Lessee's property, improvements, and facilities from any cause whatsoever, including, without limitation, any act of negligence of any tenants, occupants, or other users of the Airport or any other person, unless, and only to the extent caused by the negligence or intentional acts of County, its agents, servants, or employees. Lessee shall have the right, however, to claim and recover its damages from any third party other than County who may be liable therefore.
- 11.2 Abatement of Rentals. In the event of damage or destruction to all or any portion of the Leased Premises that renders the same untenable, there shall be an

appropriate abatement or reduction of the rentals, fees, and charges payable hereunder, at the reasonable discretion of and as determined by County, commencing at the time of such damage or destruction, but only to the extent that County is able to mitigate its damages through insurance proceeds, and continuing until such time as County's engineers certify that said Leased Premises are again ready for use and occupancy by Lessee. In the alternative, the County may, in its sole and exclusive discretion, relocate the Lessee to other suitable premises, pursuant to Article II, hereof, and in such event, there shall be no abatement or reduction of rentals, fees, and charges payable hereunder, but rentals shall be adjusted in accordance with the square footage of the resulting space occupied by the Lessee.

## **ARTICLE XII INSURANCE**

- 12.1 Insurance. The parties hereto acknowledge that County and Lessee are self-insured governmental entities. County is subject to the limitations of Section 768.28, Florida Statutes. Lessee is subject to applicable federal law. Each of these entities agrees that it has instituted and maintains a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with applicable state and federal law, including Worker's Compensation in accordance with Chapter 440, Florida Statutes, as may be amended from time to time, including Employer's liability with a minimum of \$100,000 and the Federal Employee Compensation Act. Nothing herein is intended to serve as a waiver of each party's sovereign immunity. Each entity will provide each other with written verification of liability protection in accordance with state/federal law prior to final execution of this Agreement, upon request. Lessee represents, that as an agency of the United States and it is self-insured.

## **ARTICLE XIII NOTICES**

- 13.1 Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by overnight courier with receipt acknowledgment, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided herein. For the present, the parties designate the following:

FOR COUNTY:

County Administrator  
Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

with a copy to:

CEO/ Director of Aviation  
2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, FL 33312

FOR LESSEE:

Contracting Officer  
UNITED STATES GENERAL SERVICES ADMINISTRATION  
PROPERTY ACQUISITION & REALTY SERVICE  
7771 Oakland Park Boulevard, Suite 119  
Sunrise, FL 33351-6737  
Attn.: James F. Thompson

- 13.2 All notices, approvals, and consents required hereunder must be in writing to be effective. In the event electronic mail is used, then any such electronic mail shall be only considered a courtesy notice, and shall not be deemed notice under this Agreement for purposes of establishing the commencement of any time period, or proper notice for any action under this Agreement by either party.
- 13.3 All notices sent in accordance with this Article are deemed effective upon receipt or refusal of same.
- 13.4 Lessee shall notify County, in writing, whenever Lessee changes the address where County should provide any notice required by this Agreement. If Lessee fails to maintain a current address on record with County, County shall be deemed to have notified Lessee by using the last known address on record with the Aviation Department and County does not have to investigate the validity of the address that Lessee has provided. Lessee shall hold County harmless and defend County for any action or occurrence or non-occurrence as a result of Lessee not receiving notice due to Lessee's failure to update its address for notification.

#### **ARTICLE XIV OPERATIONS OF LESSEE**

- 14.1 Lessee shall comply with all Applicable Laws in performing its duties, responsibilities, and obligations related to this Agreement.

- 14.2 Lessee agrees to observe and obey all applicable rules and regulations of the County and the Aviation Department governing the safe conduct on and operation, maintenance, and use of the Airport.

#### ARTICLE XV HEADINGS

- 15.1 All articles, paragraphs, and section headings are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

#### ARTICLE XVI CONSTRUCTION

- 16.1 Law, Jurisdiction, Venue, Waiver of Jury Trial. Jurisdiction is governed by the Federal Contract Disputes Act. **To encourage prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby agree to waive any rights either may have to a trial by jury of any such litigation.**
- 16.2 Severance. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless County or Lessee elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.
- 16.3 Independent Contractor/Relationship of Parties. The relationship of County and Lessee hereunder is the relationship of lessor and lessee. Services provided by Lessee shall be subject to the supervision of Lessee and such services shall not be provided by Lessee, or its agents, as officers, employees, or agents of the County. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint ventures, or any other similar relationship between the parties hereto.
- 16.4 Third Party Beneficiaries. Neither Lessee nor County intends to directly or substantially benefit a third party by this Agreement other than TSA. Therefore, the parties agree that there are no third party beneficiaries to this Agreement, other than TSA, and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.
- 16.5 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the

term, statement, requirement, or provision contained in Article I through Article XVII of this Agreement shall prevail and be given effect.

- 16.6 Joint Preparation. This Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.
- 16.7 Incorporation of Required Provisions. The parties incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.
- 16.8 Amendments. No modification, amendment, or alteration of any of the terms, provisions, and conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the authorized representatives of the parties.
- 16.9 Prior Agreements; Prior Negotiations. This Agreement supersedes and terminates all prior agreements between the parties with respect to any portion of the Leased Premises; provided, however, that Lessee is not released of any obligations or liabilities to the County that accrued before the Effective Date. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the provisions hereof will be predicated upon any prior representations or agreements, whether oral or written.
- 16.10 Interpretation. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections, subparagraphs, and subprovisions of such section, unless the reference is made to a particular subsection or subparagraph of such section.

## ARTICLE XVII OTHER PROVISIONS

- 17.1 Lessee shall obtain the written permission of the Aviation Department prior to the installation of signs, billboards, or advertising on the Premises, which permission shall not be unreasonably withheld.



- 17.2 Federal Aviation Act, Section 308. Nothing herein contained shall be deemed to grant the Lessee any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act, as codified in Title 49 USC Section 40103, et. seq. for the conduct of any activity on the Airport. It is expressly understood and agreed that the rights granted under this Agreement are non-exclusive and the County reserves the right to grant similar privileges to another Lessee or other users of the Airport facilities.
- 17.3 Subordination of Agreement. This Agreement, and all provisions hereof, is subject and subordinate to the terms and conditions of the instruments and documents under which the County acquired the Airport from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in such instruments and documents and any existing or subsequent amendments thereto. This Agreement and all provisions hereof, is subject and subordinate to any ordinances, rules, or regulations which have been, or may hereafter be adopted by the County pertaining to the Airport. This Agreement, and all provisions hereof, is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the County and the United States Government relative to the operations or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the County for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport under the provisions of the Federal Aviation Act of 1958, as codified in the United States Code, Title 49, as it has been amended from time to time. In addition, this Agreement is subordinate and subject to the provisions of all resolutions heretofore and hereafter adopted by the County in connection with any revenue bonds issued by the County with respect to the operations of the Airport, or any improvements to the Airport or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including, without limitation, any pledge, transfer, hypothecation, or assignment made at any time by County to secure any such bonds.
- 17.4 Agent for Service of Process. It is expressly understood and agreed that if the Lessee is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event the Lessee does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and the County arising out of or based upon this Agreement, and the service shall be made as provided by the laws of the State of Florida for service upon a non-resident, who has designated the Secretary of State as agent for service. It is further expressly agreed, covenanted, and stipulated that, if for any reason service of such process is not possible, as an alternative method of service of process, Lessee may be personally served with such process out of this State by certified mailing to the Lessee at the address set forth herein. Any such service out of this State shall constitute valid service upon the Lessee as of the date of

mailing. It is further expressly agreed that the Lessee is amenable to and hereby agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protest thereto.

- 17.5 Waiver of Claims. The parties each hereby waives any claim against the other's officers, directors, commissioners, and employees for any consequential damages, including, without limitation, any loss of business or anticipated profits caused by (i) any default of County hereunder, (ii) any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, (iii) any judgment or award in any suit or proceeding declaring this Agreement or any part thereof null, void, or voidable, or delaying the same, or any part thereof, from being carried out, or (iv) any change in the operation or configuration of, or any change in procedures governing the use of, the Airport.
- 17.6 Development and Expansion of Airport. It is agreed that County shall have the right to develop, maintain, and operate the Airport as it deems advisable and desirable, in accordance with such appropriate governmental authority and regulation as may be applicable, and that County shall have the right to make such agreements as may be necessary or advisable in connection with federal and state funding of Airport improvements, alterations, or modifications. Lessee acknowledges that County is seeking federal, state, and local approvals for the expansion of the Airport. Lessee agrees to cooperate with County in connection with County's efforts to obtain such approvals. From and after the date of execution of this Agreement, Lessee agrees (i) to support the County's efforts to obtain such approvals; and (ii) to execute any documents or instruments reasonably requested by County in order to assist County in obtaining such approvals, provided that Lessee shall not be required to bear any expense in connection therewith and the Lessee shall not be deemed an agent of the County.
- 17.7 Condemnation. In the event the Premises or any part thereof shall be condemned and taken by authority of eminent domain, with or without litigation, or transferred in lieu of or under threat of such action (collectively, a "Condemnation"), any award shall be paid to the County, it being understood that title to all Improvements thereon remains fully vested in the County (except for Lessee's trade fixtures), free and clear of any liens and encumbrances, and there shall be no apportionment. The Lessee shall not be entitled to any award for the value of the unexpired portion of the term of this Agreement, or any business damages, or any other damages whatsoever. In the event a Condemnation results in a partial taking of the Premises, rental for that portion of the Premises condemned shall be abated from the date the Lessee is dispossessed. If the remainder of the Premises does not in Lessee's reasonable judgment constitute an economically viable property sufficient for the Lessee's operations as conducted prior to such taking, this Agreement may be terminated by the Lessee upon written notice to the County, in which event this Agreement shall be terminated on the date the Premises are completely vacated by the Lessee.

- 17.8 Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.
- 17.9 Right to Amend. In the event that the United States Government, or any of its departments or agencies require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required (collectively, an "amendment"). Notwithstanding the foregoing, in the event any such amendment would unreasonably interfere with the business operations of Lessee, then Lessee may refuse to consent to such amendment, provided that Lessee must give immediate notice to the County of any such refusal to consent and such notice must state with specificity the reasons for any such refusal. The County shall have the right to immediately terminate this Agreement upon the failure of Lessee to consent to any such amendment.
- 17.10 Non-liability of Government Representatives. No commissioner, director, officer, agent, or employee of County shall be charged personally or held contractually liable under any term or provisions of this Agreement or of any supplement, modification, or amendment to this Agreement or because of any breach thereof, or because of its or their execution or attempted execution.
- 17.11 Nondiscrimination. Lessee shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Lessee shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Lessee shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.
- 17.11.1 Lessee's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code of Ordinances, Chapter 16 1/2), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- 17.11.2 Lessee shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code of Ordinances, Chapter 16 1/2) in performing any services pursuant to this Agreement.

- 17.12 Nondiscrimination for Airports. The Lessee agrees to abide by and comply with the non-discrimination requirements set forth on **Exhibit B**, attached hereto and made a part hereof, to the extent same are applicable by law, rule or regulation, or federal grant requirements.
- 17.13 Airport Security Program and Aviation Regulations. Lessee agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Lessee, including, without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration, and the Lessee agrees to comply with the County's Airport Security Program (including, without limitation, the Air Operations Area ("AOA") Vehicle Access Program), and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sublessees, employees, invitees, and guests observe these requirements. If required by the Aviation Department, Lessee shall conduct background checks of its employees in accordance with applicable federal regulations. If as a result of the acts or omissions of Lessee, its sublessees, employees, invitees, or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including, without limitation, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any federal regulations, including, without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Lessee agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees, and all costs incurred by County in enforcing this provision. Lessee further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency with jurisdiction. In the event Lessee fails to remedy any such deficiency, the County may do so at the sole cost and expense of Lessee, and Lessee shall remit such amounts to County within thirty (30) calendar days of the date of invoice received from the Aviation Department. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
- 17.13.1 Access to Security Identification Display Areas and Identification Badges. The Lessee shall be responsible for requesting the Aviation Department to issue identification badges ("SIDA Badges") to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Lessee shall be responsible for the immediate reporting of all lost or stolen SIDA Badges and the immediate return of the SIDA Badges of Lessee's personnel transferred from the Airport, or terminated from the employ of the Lessee, or upon termination of this Agreement. Before a SIDA Badge

is issued to an employee, Lessee shall comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete SIDA or security awareness training programs conducted by the Aviation Department. The Lessee shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen SIDA Badges and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the Lessee to conduct background investigations and to furnish certain data on such employees before the issuance of SIDA Badges, which data may include the fingerprinting of employee applicants for such badges.

- 17.13.2 Operation of Vehicles on the AOA. Before the Lessee shall permit any employee of Lessee or of any sublessees or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the Lessee shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Lessee or of any sublessees or of any subconsultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
- 17.13.3 Consent to Search/Inspection. The Lessee agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The Lessee further agrees on behalf of itself and its sublessees, that it shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Lessee acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts, and other unlawful activities at the Airport. For this reason, Lessee agrees that persons not executing such consent-to-search/inspection form shall not be employed by the Lessee or of any sublessees or of any subconsultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the Lessee or any sublessees.
- 17.13.4 Lessee understands and agrees that if any of its employees, or the employees of any of its subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under federal law, that individual will be required to execute a

Sensitive Security Information Non-Disclosure Agreement promulgated  
by the Aviation Department.

17.13.5 The provisions hereof shall survive the expiration or any other termination  
of this Agreement.

- 17.14 Public Entity Crimes Act. Lessee represents that the award of this concession will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider, and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime, may not submit a bid on a contract to provide any goods or services to County, may not submit a bid on a contract with County for the construction or repair of a public building or public work, may not submit bids on leases of real property to County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with County, and may not transact any business with County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of the lease and recovery of any monies paid by County hereto, and may result in debarment from County's competitive procurement activities.
- 17.15 Scrutinized Companies List. The Agreement may also be terminated for cause if the Lessee is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended, or if the Lessee provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended.
- 17.16 Right of Flight. The County reserves unto itself, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Premises together with the right to cause in said airspace such noise and other intrusions as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for aircraft landing on, taking off from, or operating at the Airport.
- 17.17 Compliance with FAR Part 77. Lessee, its successors and assigns, agrees to restrict the height of structures, objects of natural growth, and other obstructions on the Premises to such height as to comply with all applicable Federal Aviation Regulations, including, but not limited to, 14 CFR Part 77.
- 17.18 The Lessee agrees to operate the Premises for the use and benefit of the public; to make available all Airport facilities and services to the public, without unjust discrimination; and to refrain from imposing or levying excessive, discriminatory, or otherwise unreasonable charges or fees for any Airport service.

- 17.19 Airport Hazard. Lessee expressly agrees, for itself, its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute a hazard.
- 17.20 Contingency Fee. Lessee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Lessee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Lessee, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, County shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.
- 17.21 Specific Performance. The parties agree that in addition to all other remedies, the obligations contained herein shall be subject to the remedy of specific performance, injunctive relief, and writ of prohibition or mandamus to compel the other party to abide by the terms of this Agreement. The parties hereby waive any and all requirements that the other party post any security or collateral which may be otherwise required or stipulated as a condition for such party to obtain specific performance, injunctive relief, or writ of prohibition or mandamus or other equitable relief.
- 17.22 Survival. Upon termination or expiration of this Agreement, the Lessee shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration. Notwithstanding any provision of this Agreement to the contrary, no obligation which accrued but has not been satisfied under any prior agreements between the parties shall terminate or be considered canceled upon execution of this Agreement. Rather, such obligation shall continue as if it had accrued under this Agreement until the obligation is satisfied.
- 17.23 Police/Regulatory Powers. County cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations governing the Premises, any Improvements thereon, or any operations at the Premises. Nothing in this Agreement shall be deemed to create an affirmative duty of County to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules, and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.
- 17.24 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and

state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

17.25 Visual Artists' Rights Act. With respect to construction or installation of any Improvements at the Premises and regarding the requirements of the federal Visual Artists Rights Act of 1990, 17 USC Sections 106A and 113, as it may be amended from time to time (the "Act"), Lessee agrees that it shall not (i) hire any artist or permit any sublessee to hire any artist for the purpose of installing or incorporating any work of art into or at the Premises, or (ii) permit the installation or incorporation of any work of art into or at the Premises, without the prior written approval of the Aviation Department. Lessee shall provide such reasonable documentation as the Aviation Department may request in connection with any such approval and the approval of the Aviation Department may be conditioned upon the execution by the artist of a waiver of the provisions of the Act, in form and substance acceptable to the Aviation Department.

#### 17.26 ENVIRONMENTAL COMPLIANCE, CONTAINMENT, AND REMOVAL

17.26.1 Lessee shall provide the Aviation Department, upon request, a list of all Hazardous Materials stored, used, generated, or disposed of on Airport property by Lessee. Lessee shall also complete the form attached hereto as **Exhibit E** and shall deliver same to the County contemporaneously with its execution of this Agreement. Lessee represents that, to the best of its knowledge, the matters disclosed on such form will be accurate and complete as of the date of execution of this Agreement. At the request of the Aviation Department (not more than once a year), the Lessee shall provide an accurate and complete update as to the matters set forth on **Exhibit E**.

17.26.2 Lessee agrees to comply with all Applicable Laws, including, but not limited to, Environmental Laws and any Development Order covering the Airport, issued pursuant to Chapter 380, Florida Statutes, including, without limitation, those addressing the following, if applicable to the Lessee:

- (1) Proper use, storage, treatment, and disposal of Hazardous Materials, including contracting with a licensed Hazardous Waste transporter and/or treatment and disposal facility to assure proper transport and disposal of Hazardous Materials.
- (2) Proper use, disposal, and treatment of stormwater runoff, including the construction and installation of adequate pre-treatment devices or mechanisms, if required by any Applicable Laws. The Lessee shall have in place, and make available to the Aviation Department for review, all required environmental licenses and documents



including, but not limited to, if applicable, a site specific Stormwater Pollution Prevention Plan, and a Spill Prevention and Countermeasures Plan.

- (3) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all requirements of all Applicable Laws, including the installation and operation of adequate monitoring devices and leak detection systems.
- (4) Adequate facilities for management and, as necessary, pretreatment of Hazardous Materials and the proper disposal thereof.
- (5) Compliance with reporting requirements of Title III of the Superfund Amendment and Chapter 27 of the Broward County Code of Ordinances, as applicable, and as such laws may be amended from time to time.

17.26.3 The Release of any Hazardous Materials by Lessee or Lessee's Parties at the Premises occupied by Lessee, or at any other Airport property, whether caused by the officers, employees, contractors, subcontractors, or agents of Lessee or Lessee's Parties, that is in an amount that is in violation of any Applicable Laws, whether committed prior to or subsequent to the date of execution of this Agreement, shall be, at the Lessee's expense, and upon demand of County or any of its agencies or any local, state, or federal regulatory agency, immediately contained or removed to meet the requirements of all Applicable Laws. If Lessee does not take action immediately to have such Hazardous Materials contained, removed, and abated, the County or any of its agencies may undertake the removal of the Hazardous Materials; however, any such action by the County or any of its agencies shall not relieve the Lessee of its obligations under this or any other provision of this Agreement or as imposed by law. No action taken by either the Lessee or the County to contain or remove Hazardous Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its release. Notwithstanding the foregoing, Lessee shall not be liable for the presence of any Hazardous Materials at the Premises or the Airport caused by the County or other persons or entities, or one of Lessee Parties.

17.26.4 Lessee shall provide the Aviation Department with notice of Releases of Hazardous Materials occurring at any area used by Lessee or Lessee's Parties due to Lessee's or Lessee's Parties operations at the Airport, which Release was caused by Lessee or Lessee's Parties, which notices shall be provided in accordance with the requirements of the Aviation Department's policies and procedures manual. Lessee shall maintain a

log of all such notices and shall also maintain all records required by federal, state, County, and local laws, rules, and regulations, and also such records as are reasonably necessary to adequately assess environmental compliance in accordance with all Applicable Laws. Upon request by the Aviation Department, Lessee shall make all documentation required by this subparagraph available for the review of County representatives.

- 17.26.5 As required by all Applicable Law, Lessee shall provide the required federal, state, County, and local regulatory agencies with notice any Release of Hazardous Materials on the Premises occupied by Lessee on the Airport property, which Release was caused by Lessee or any sublessees, officers, employees, contractors, subcontractors, invitees, or agents of Lessee. Lessee shall further provide the Aviation Department and the Department of Environmental Protection and Growth Management (or successor agency) with written notice within three (3) business days following commencement of same, of the measures to remediate and or monitor any Release in full compliance with all Applicable Laws. Lessee shall have an updated contingency plan (or comparable document) in effect which provide minimum standards and procedures for storage of regulated Hazardous Materials and other Hazardous Materials, prevention and containment of spills and Releases, and transfer and disposal of regulated Hazardous Materials and other Hazardous Materials. The contingency plan shall describe design features, response actions, and procedures to be followed in case of releases or other accidents involving Hazardous Materials.
- 17.26.6 The Aviation Department, upon reasonable written notice to Lessee, shall have the right to inspect all documents relating in any way to the Release of any Hazardous Materials at the Airport, the environmental condition of the Premises occupied by Lessee, any curative, remediation, or monitoring efforts on any Airport property by Lessee or Lessee's Parties, and any documents required to be maintained under all Applicable Laws, including, but not limited to, any development order issued to the County pertaining to the Airport, pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Hazardous Materials, environmental site assessments, and sampling and test results. Lessee agrees to allow inspection of the Premises occupied by Lessee by appropriate federal, state, County, and local agency personnel in accordance with all Applicable Laws, and as required by any development order issued to the County pertaining to the Airport, pursuant to Chapter 380, Florida Statutes.
- 17.26.7 If the County, pursuant to this subsection 17.26, arranges for the removal of any Hazardous Materials on the Premises or other Airport Property used or occupied by Lessee or Lessee's Parties, that were caused by

Lessee or Lessee's Parties, all costs of such removal incurred by the County shall be paid by Lessee to the County within sixty (60) calendar days of County's written demand, with interest at the rate of eighteen percent (18%) per annum thereafter accruing.

- 17.26.8 Nothing herein shall relieve Lessee of its general duty to cooperate with the County in ascertaining the source and, containing, removing, and abating any Hazardous Materials and Releases. The Aviation Department and its employees, contractors, and agents, upon reasonable written notice to Lessee, and the federal, state, local and other County agencies, and their employees, contractors, and agents, in accordance with all Applicable Laws, shall have the right to enter the Premises occupied by Lessee for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections, and audits as it deems appropriate. Any such entering of the Premises occupied by Lessee, by County, shall be, if possible, without unreasonable interference with Lessee's operations on the Premises and at reasonable times.
- 17.26.9 If any assessment or inspection undertaken by County, state, or federal agencies, indicates that further actions should be conducted, then the County shall have the right to have such further actions conducted at the Lessee's expense. Lessee shall reimburse to the County the cost of such assessments and inspections within sixty (60) calendar days following written demand for payment, with interest at the rate of eighteen percent (18%) per annum thereafter accruing. Lessee shall have the right to split any soil or water samples obtained by the County.
- 17.26.10 In the event County shall arrange for the removal of Hazardous Materials on the Premises occupied by Lessee that are not the responsibility of the Lessee to correct, County shall use reasonable efforts to not disrupt Lessee's business; however, in no event shall Lessee be entitled to any abatement of rent or any amount on account of lost profits, lost rentals, or other damages as a result of County's clean-up activities.
- 17.26.11 All flammable liquids that are kept or stored at the Premises must at all times be handled, stored, used and dispensed in accordance with all Applicable Laws and other requirements, as same may be amended, including, without limitation, any rules, regulations or minimum standards that are established by the Aviation Department for operations of Airport tenants.
- 17.26.12 The provisions of this section shall survive the expiration or other termination of this Agreement.

- 17.27 Damage to Airport Facilities. Lessee shall be responsible for any and all damage to the Airport caused by the negligence of Lessee and Lessee's Parties, including, but not limited to, damage to Terminal areas, ramp and taxiway areas, engine run-up areas, runways, hangar facilities and any and all areas where any activities are performed by Lessee and Lessee's Parties.
- 17.28 Prevailing Wage Requirement. If any County-funded construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Lessee as a result of this Agreement, Broward County Ordinance No. 83-72, as may be amended from time to time, shall be deemed to apply to the entire construction project; and further Lessee shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements set forth in **Exhibits C and D.**
- 17.29 Incorporation by Reference. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached **Exhibits A, B, C, D, E, F, G, and H** are incorporated into and made a part of this Agreement.
- 17.30 Multiple Originals. This Agreement may be fully executed in up to three (3) counterparts by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

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**TERMINAL BUILDING LEASE AGREEMENT BETWEEN BROWARD COUNTY  
AND THE UNITED STATES GENERAL SERVICES ADMINISTRATION**

**LESSEE**

ATTEST:

United States General Services Administration

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

(CORPORATE SEAL)

\_\_\_ day of \_\_\_\_\_, 20\_\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have made and executed this TERMINAL BUILDING LEASE AGREEMENT by and through their respective representatives: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board of Commissioners action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and by UNITED STATES GENERAL SERVICES ADMINISTRATION, signing by and through its duly authorized representatives.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners


\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners


By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Aviation Office  
2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, Florida 33312  
Telephone: (954) 359-6100  
Telecopier: (954) 359-1292

Insurance requirements  
approved by Broward County  
Risk Management Division

By  \_\_\_\_\_ 8.7.17  
Tracy Meyer, Esq. (Date)  
Risk Insurance and Contracts Manager

By  \_\_\_\_\_ 8/8/17  
Carlos A. Rodriguez-Cabarrocas (Date)  
Assistant County Attorney

By  \_\_\_\_\_ 8/8/17  
Alexander J. Williams Jr. (Date)  
Assistant County Attorney

CRC/ch  
Non-Sig TBLA - TSA  
07/18/2017  
#17.071.05

**EXHIBIT A  
LEASED PREMISES**

- 1, 604 square feet of office space in Terminal 1, Concourse B, Ramp Level (See page 2 of 9).
- 225 square feet of office space in Terminal 1, Concourse C, Ramp Level (See page 3 of 9).
- 232 square feet of office space in Terminal 1, Concourse C, Departure Level (See page 4 of 9).
- 5,400 square feet of office space in Terminal 2, Concourse D, Ramp Level (See page 5 of 9).
- 2,630 square feet of office space in Terminal 3, Departure Level (See page 6 of 9).
- 1,365 square feet of office space in Terminal 3 Arrival Level (See page 7 of 9).
- 1,716 square feet of office space in Terminal 3, Concourse F, Ramp Level (See page 8 of 9).
- 950 square feet of office space in Terminal 4, Ramp level (see page 9 of 9).

**TOTAL SQUARE FEET.....14,122**

- ✓ 20,154.2 LINEAR FEET OF BCAD Fiber Optic Cable, currently 0.05 cents per liner foot per month (Effective October 1, 2016). New rate for this item will commence on October 1, 2017.

**\*\* Please note: The new Chapter 39, Rates Fees and Charges, will be in effect on October 1, 2017.**

EXHIBIT A - PAGE 2 of 9  
TRANSPORTATION SECURITY ADMINISTRATION  
TERMINAL 1 - CONCOURSE B - RAMP LEVEL  
1,604 SF

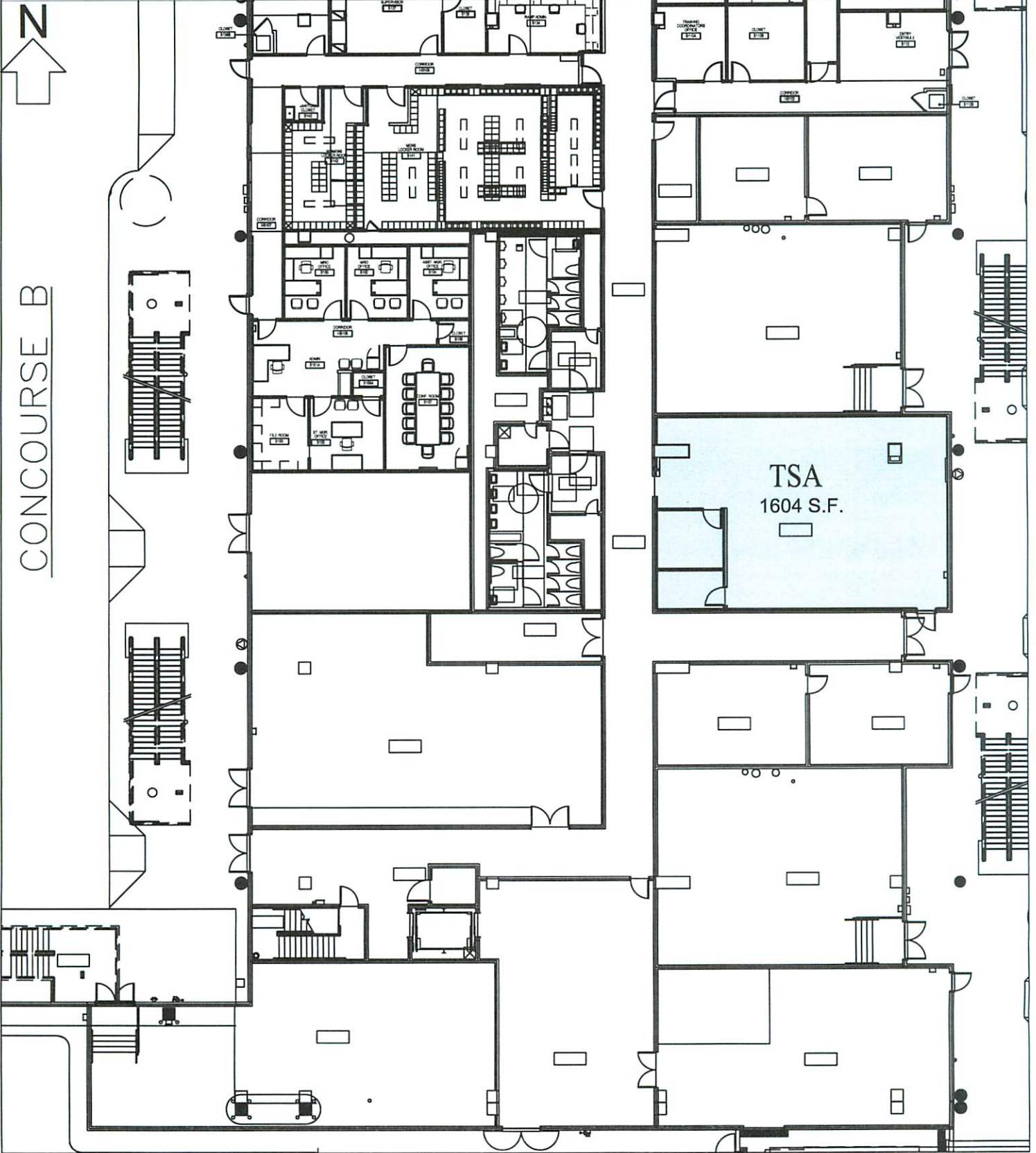
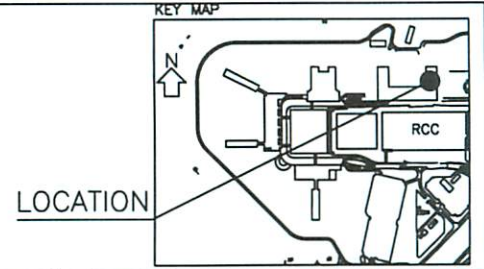




EXHIBIT A - PAGE 3 of 9  
TRANSPORTATION SECURITY ADMINISTRATION  
TERMINAL 1 - CONCOURSE C - RAMP LEVEL  
225 SF

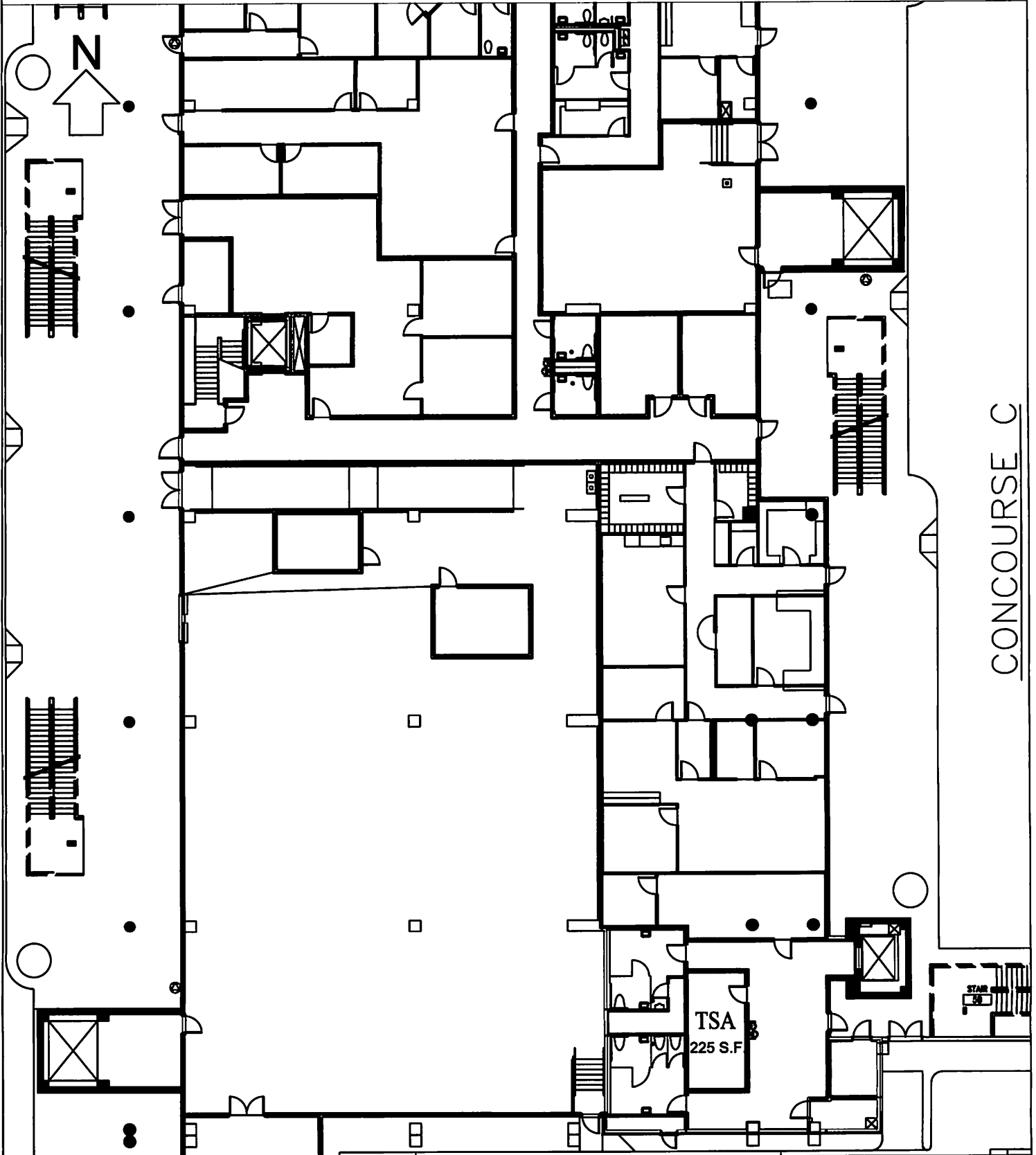
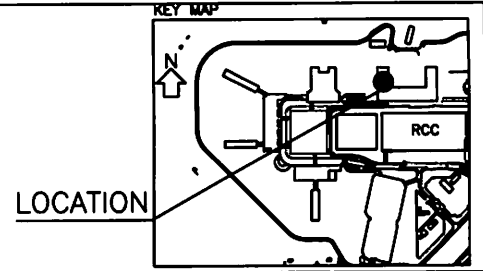


EXHIBIT A - PAGE 4 of 9  
TRANSPORTATION SECURITY ADMINISTRATION  
TERMINAL 1 - CONCOURSE C - DEPARTURE LEVEL  
232 SF

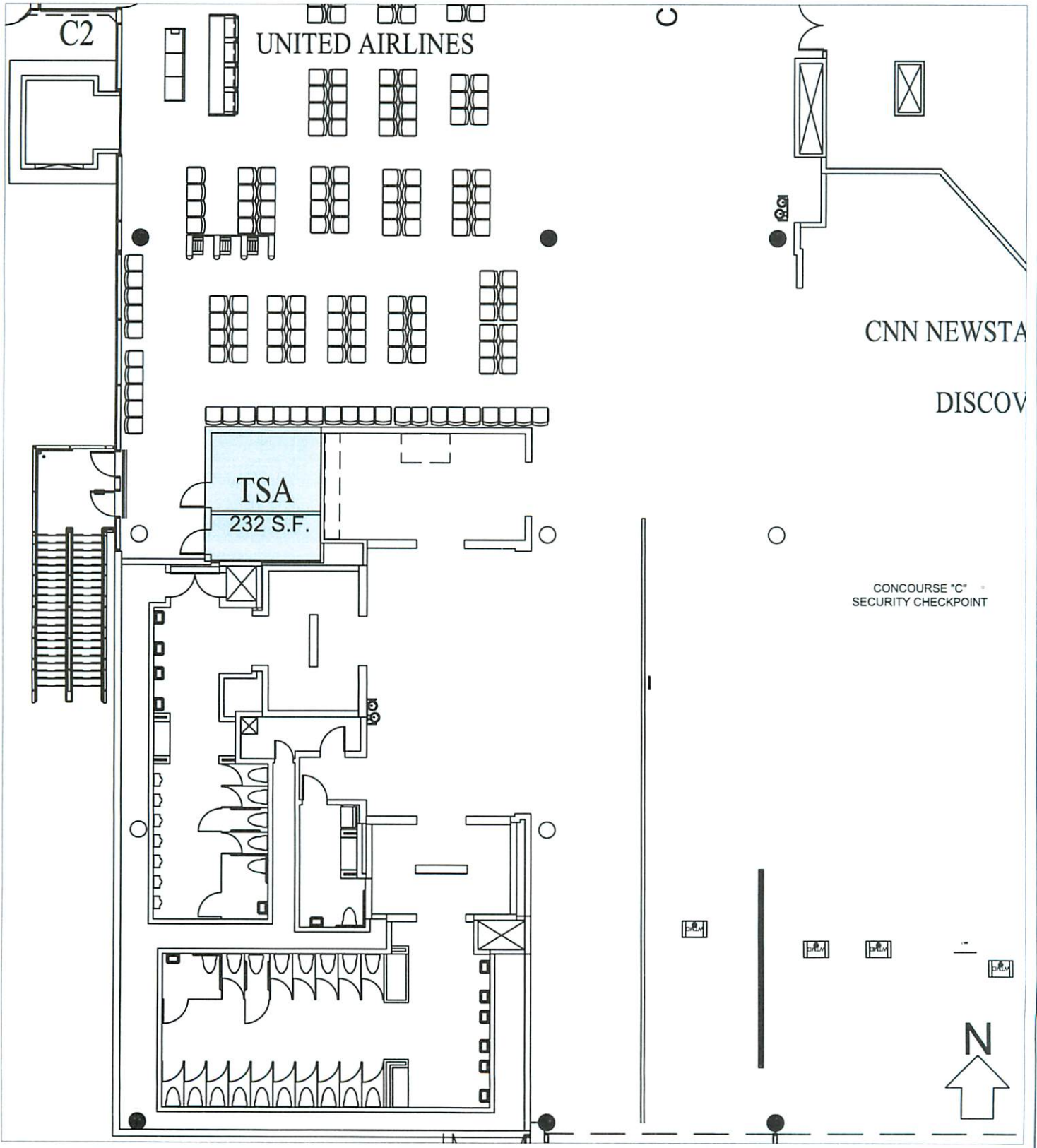
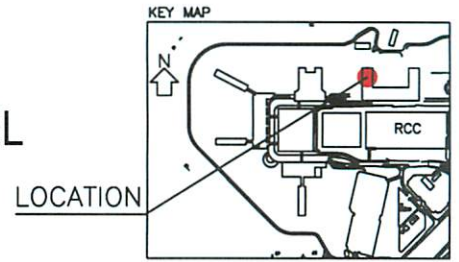
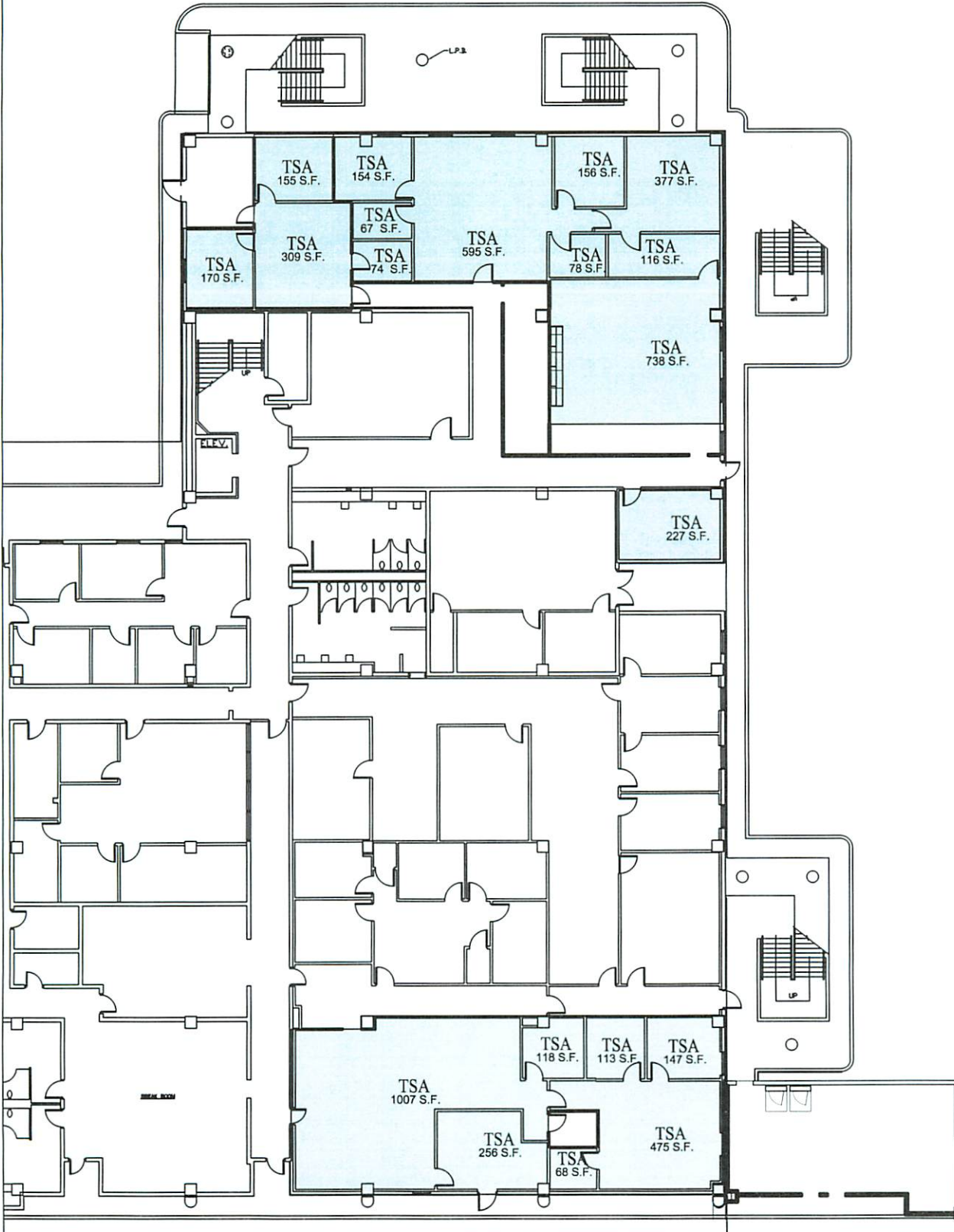
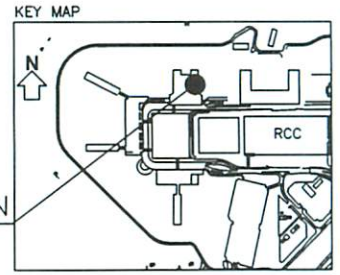


EXHIBIT A PAGE 5 of 9  
TRANSPORTATION SECURITY ADMINISTRATION  
TERMINAL 2 - CONCOURSE D - RAMP LEVEL  
5,400



# EXHIBIT A - PAGE 6 of 9 TRANSPORTATION SECURITY ADMINISTRATION TERMINAL 3 - DEPARTURE LEVEL 2,704 SF



LOCATION

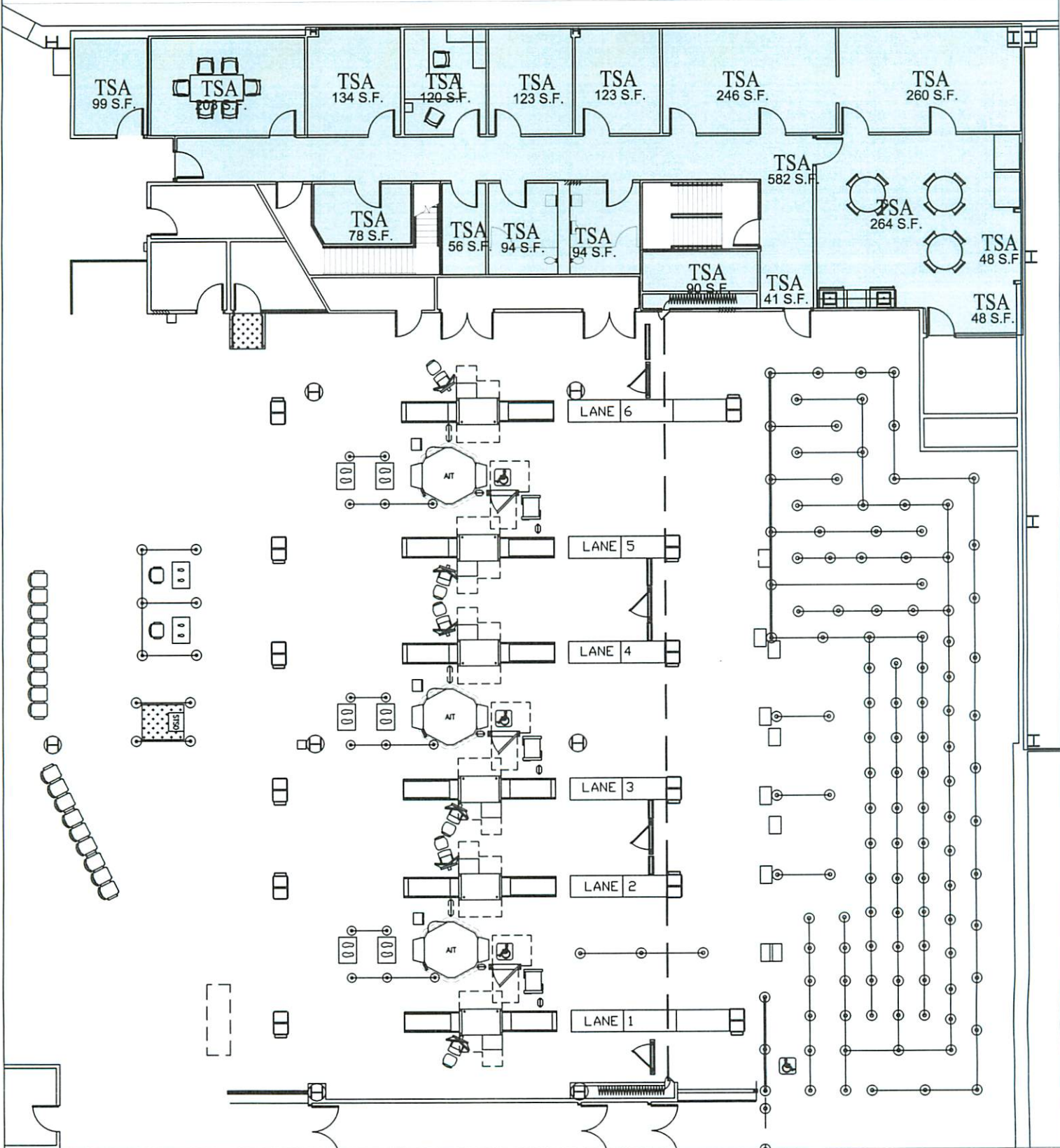
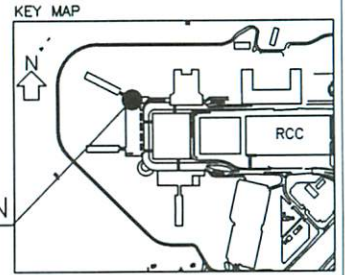


EXHIBIT A - PAGE 7 of 9  
TRANSPORTATION SECURITY ADMINISTRATION  
TERMINAL 3 - ARRIVAL LEVEL  
1,365 SF

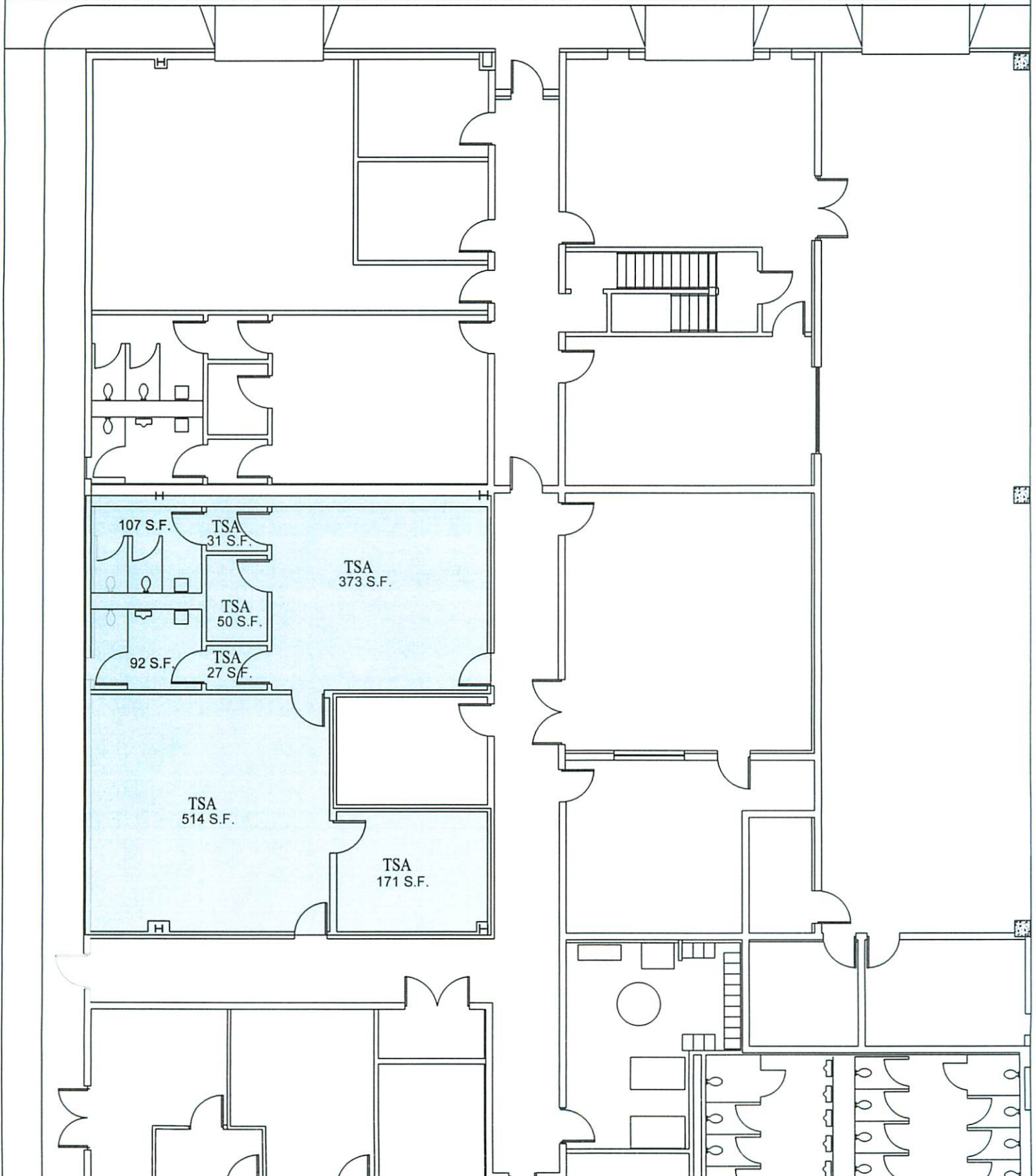
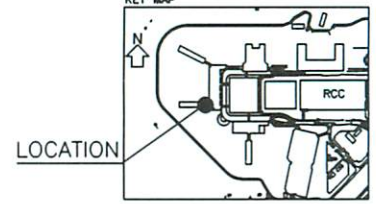


EXHIBIT A - PAGE 8 of 9  
TRANSPORTATION SECURITY ADMINISTRATION  
TERMINAL 3 - CONCOURSE F - RAMP LEVEL  
1,716 SF

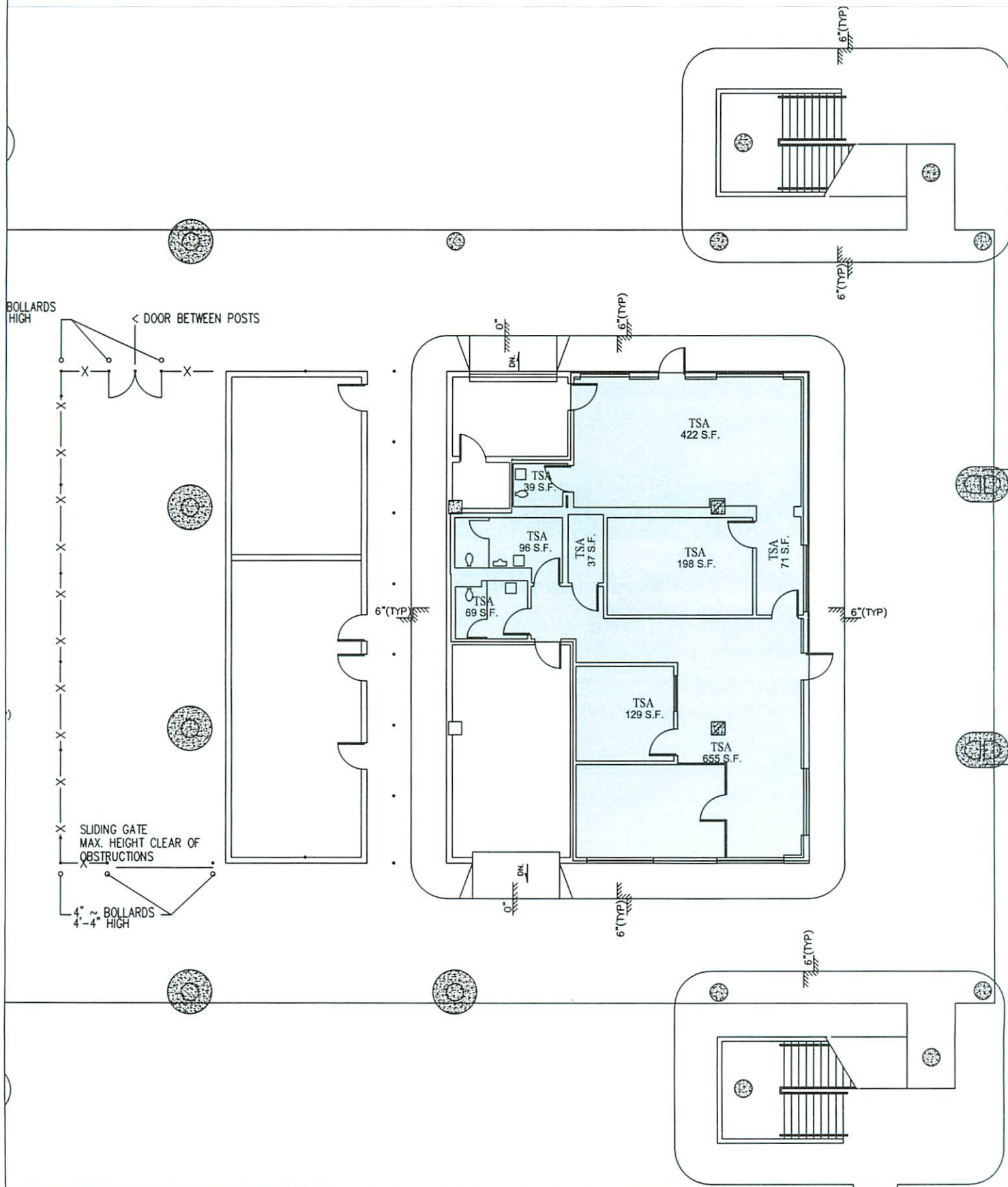
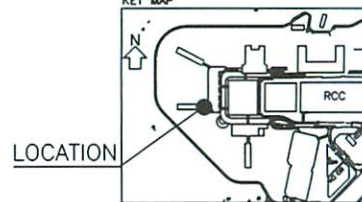
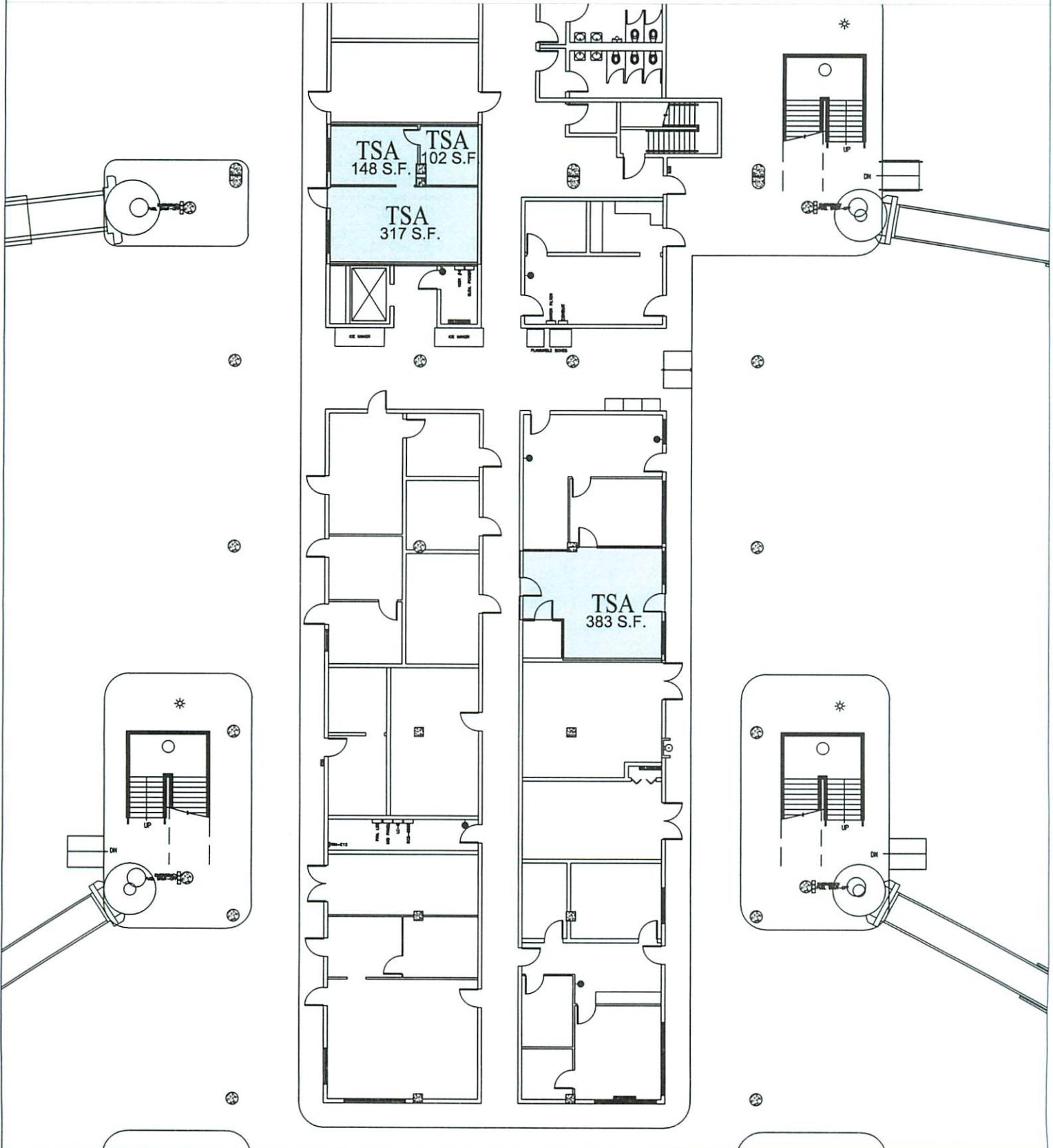
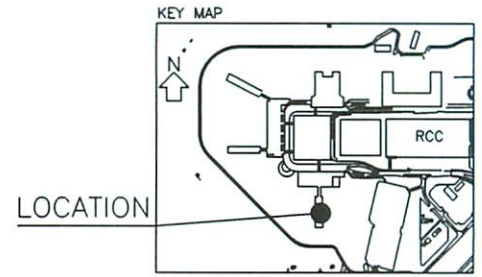


EXHIBIT A - PAGE 9 of 9  
TRANSPORTATION SECURITY ADMINISTRATION  
TERMINAL 4 - CONCOURSE H - RAMP LEVEL  
950 SF



**EXHIBIT B  
NONDISCRIMINATION REQUIREMENTS**

- I. During the performance of this contract, the Consultant/Contractor/Tenant/Concessionaire/Lessee/Permittee/Licensee for itself, its personal representatives, assigns and successors in interest (hereinafter referred to collectively as the "Contractor") agrees as follows:
- (a) **Compliance With Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
  - (b) **Nondiscrimination.** The Contractor shall not discriminate on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  - (c) **Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitation either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation.
  - (d) **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the County or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the County or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

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**EXHIBIT B**



- (e) **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (1) withholding of payments under the contract until there is compliance, and/or (2) cancellation, termination, or suspension of the contract, in whole or in part. In the event of cancellation or termination of the contract (if such contract is a lease), the County shall have the right to re-enter the Premises as if said lease had never been made or issued. These provisions shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.
- (f) **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs (a) through (e), above, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (g) The Contractor, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this contract, for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulation may be amended.
- (h) The Contractor, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall 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 the Premises and the furnishing of services thereon, no person on the grounds of race, color, religion, gender,

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**EXHIBIT B**

national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Contractor shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted

Programs of the Department of Transportation, and as said Regulations may be amended.

- II. During the performance of this contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

The Contractor agrees to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. The Contractor agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Contractor agrees that it will require its covered suborganizations to provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 CFR Part 152, Subpart E, to the same effect.

The Contractor agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, County or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. The Contractor agrees that state or County affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. The Contractor agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 CFR Part 152, Subpart E.

If required by 14 CFR Part 152, Contractor shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. The Contractor shall similarly require each of its covered suborganizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

If Contractor is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short and long-range goals for equal employment opportunity under Part 152, then Contractor shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Contractor shall similarly require such affirmative action steps of any of its covered suborganizations, as required under Part 152.

Contractor shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance with this subpart, and Contractor shall require its covered suborganizations to keep similar records as applicable.

Contractor shall, if required by Part 152, annually submit to the County the reports required by Section 152.415 and Contractor shall cause each of its covered suborganizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to the Contractor who shall, in turn, submit same to the County for transmittal to the FAA.

- III. The Contractor, for itself, its assignees and successors in interest agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participating in any activity conducted with or benefiting from Federal assistance. This "Provision" obligates the Contractor or its transferee, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.
- IV. Contractor shall not discriminate on the basis of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate.

## EXHIBIT C PREVAILING WAGE RATES

On November 17, 1983, the Broward County Board of County Commissioners enacted Ordinance No. 83-72 providing that, in all non-federally funded County construction procurement activity of \$250,000 or more, the rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in like industries as determined by the Secretary of Labor and as published in the Federal Register (latest revision).

**Prevailing Wage Rate Ordinance.** If the project is not federally funded and if County is funding any portion of the construction project, then if the construction cost is in excess of \$250,000, the following shall apply:

- (a) The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision).
- (b) All mechanics, laborers, and apprentices, employed or working directly upon the site of the work shall be paid in accordance with the above-referenced wage rates. Lessee shall post notice of these provisions at the site of the work in a prominent place where it can be easily seen by the workers.
- (c) If the parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, the Aviation Department shall submit the question, together with its recommendation, to the County Administrator for final determination.
- (d) In the event it is found by the County that any laborer or mechanic or apprentice employed by Lessee, or any subcontractor directly on the site of the work has been or is being paid at a rate of wages less than the rate of wages required by the ordinance, the County may: (1) by written notice to Lessee terminate its right to proceed with the work or such part of work for which there has been a failure to pay said required wages; and (2) prosecute the work or portion thereof to completion by contract or otherwise. Whereupon, Lessee and its sureties shall be liable to County for any excess costs occasioned to County thereby.
- (d) Subparagraphs (a) through (d) above shall apply to prime contracts and subcontracts under such prime contracts.
- (e) Lessee shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics and apprentices working at the site of the work. Such records

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EXHIBIT C

shall contain the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

- (f) If County is funding any portion of the work, Lessee shall submit, with each requisition to County for payment, a signed and sworn "Statement of Compliance" attesting to compliance with Broward County Ordinance No. 83-72. The Statement shall be in the form attached as **Exhibit D**.
- (g) The County may withhold or cause to be withheld from Lessee so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, watch persons, and guards employed by Lessee or any subcontractor on the work, the full amount of wages required by this Agreement.
- (h) If Lessee or any subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the work all or part of the wages required by this Agreement, the County may, after written notice to Lessee, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

**EXHIBIT D**

**STATEMENT OF COMPLIANCE  
(PREVAILING WAGE RATE ORDINANCE NO. 83-72)**

Contract No. \_\_\_\_\_ Project Title \_\_\_\_\_

The undersigned Lessee hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Broward County Ordinance No. 83-72 and the applicable conditions of this Agreement.

Dated \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
(Name and Title)

By \_\_\_\_\_  
(Signature)

STATE OF        )  
COUNTY OF     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name of officer taking acknowledgment)  
typed, printed or stamped

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial number, if any)

My commission expires:

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**EXHIBIT E**  
**ENVIRONMENTAL DOCUMENTS**

Company Name:

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

Street or Post Office Box

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Type of Agreement:

\_\_\_\_\_

Please describe the activities performed and services provided on leasehold:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Will there be fueling: Yes \_\_\_ No \_\_\_

Will there be maintenance: Yes \_\_\_ No \_\_\_

Will there be plane washing: Yes \_\_\_ No \_\_\_

The Lessee has the following documents, if applicable, which may be requested by the County for review: If not applicable, denote "NA."

1. Best Management Plan, dated \_\_\_\_\_.
2. Storm water Pollution Prevention Plan, dated \_\_\_\_\_.
3. Spill Prevention Control and Countermeasures Plan, dated \_\_\_\_\_.
4. Hazardous Materials Plan, dated \_\_\_\_\_.
5. Other applicable environmental plans:

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**EXHIBIT E**

---

Is the Lessee required to file the SARA Title III Reporting? Yes \_\_\_ No \_\_\_  
If Yes, was last filed on (date) \_\_\_\_\_.

Is the Lessee a generator of hazardous waste pursuant to 40 CFR 261?  
Yes \_\_\_ No \_\_\_.

If Yes, the status is \_\_\_\_\_ conditionally exempt; \_\_\_\_\_ small; \_\_\_\_\_ large quantity  
Generator.

If required, reports were filed on (date) \_\_\_\_\_.

The following environmental licenses and/or permits (County, State, Federal) are issued to the Lessee: (These licenses/permits include, but are not limited to, storage tanks, hazardous material, air, solid waste, hazardous waste, industrial wastewater pretreatment, and storm water.)

| Permit Name/Type | License No. | Date Expires |
|------------------|-------------|--------------|
| 1. _____         | _____       | _____        |
| 2. _____         | _____       | _____        |
| 3. _____         | _____       | _____        |
| 4. _____         | _____       | _____        |
| 5. _____         | _____       | _____        |
| 6. _____         | _____       | _____        |



**EXHIBIT F**  
**MAINTENANCE - CLEANING AND OPERATIONS RESPONSIBILITIES**

| B - Broward County           | T - Tenant   | Tenant Leased Properties |                                       |                                   | All Other Non-Leased Areas |                             |
|------------------------------|--|--------------------------|---------------------------------------|-----------------------------------|----------------------------|-----------------------------|
|                              |  | Ticket Counter Space     | Tenant Leased Premises Non-Public Use | Tenant Leased Premises Public Use | Interior Space             | Exterior and Aircraft Apron |
| <b>Air Conditioning</b>      |  |                          |                                       |                                   |                            |                             |
|                              | a. Maintenance   | B                        | B                                     | B                                 | B                          | N/A                         |
|                              | b. Operation   | B                        | B                                     | B                                 | B                          | N/A                         |
|                              | c. Chilled Air Distribution                              | B                        | B                                     | B                                 | B                          | N/A                         |
| <b>Electrical</b>            |  |                          |                                       |                                   |                            |                             |
|                              | a. Bulb & Tube Repl.                                     | B                        | T                                     | B                                 | B                          | B                           |
|                              | b. Illu. incl. Power<br>Power exc. for<br>Illumination - | B                        | T                                     | B                                 | B                          | B                           |
|                              | c. Maintenance   | B                        | T                                     | B                                 | B                          | B                           |
|                              | d. Operational Cost                                      | B                        | B                                     | B                                 | B                          | B                           |
| <b>Heating</b>               |  |                          |                                       |                                   |                            |                             |
|                              | a. Maintenance   | B                        | B                                     | B                                 | B                          | N/A                         |
|                              | b. Operation Cost  | B                        | B                                     | B                                 | B                          | N/A                         |
| <b>Water-Maintenance</b>     |  |                          |                                       |                                   |                            |                             |
|                              | a. Distribution  | B                        | B                                     | B                                 | B                          | B                           |
|                              | b. Fixtures  | B                        | B                                     | B                                 | B                          | B                           |
| <b>Maintenance</b>           |  |                          |                                       |                                   |                            |                             |
|                              | a. Other than structural                                 | B                        | T                                     | B                                 | B                          | B                           |
|                              | b. Structural  | B                        | B                                     | B                                 | B                          | B                           |
|                              | c. Exterior of kinds                                     | B                        | B                                     | B                                 | B                          | B                           |
| <b>Sewage &amp; Plumbing</b> |  |                          |                                       |                                   |                            |                             |
|                              | a. Distribution  | B                        | B                                     | B                                 | B                          | B                           |
|                              | b. Fixtures  | B                        | B                                     | B                                 | B                          | B                           |
| <b>Public Address System</b> |  |                          |                                       |                                   |                            |                             |
|                              |  | B                        | B                                     | B                                 | B                          | B                           |
| <b>Custodial Service</b>     |  |                          |                                       |                                   |                            |                             |
|                              |  | T                        | T                                     | B                                 | B                          | B                           |
| <b>Window cleaning</b>       |  |                          |                                       |                                   |                            |                             |
|                              | a. Exterior  | B                        | B                                     | B                                 | B                          | N/A                         |
|                              | b. Interior  | N/A                      | T                                     | B                                 | B                          | N/A                         |
| <b>Ramp Markings</b>         |  |                          |                                       |                                   |                            |                             |
|                              |  | N/A                      | T                                     | N/A                               | N/A                        | B                           |

**EXHIBIT G**

GS-04P-LFL00624

**GENERAL CLAUSES  
(Acquisition of Leasehold Interests in Real Property)**

| <b>CATEGORY</b> | <b>CLAUSE NO.</b>    | <b>48 CFR REF.</b> | <b>CLAUSE TITLE</b>  |
|-----------------|----------------------|--------------------|--|
| GENERAL         | 1                    |                    | SUBLETTING AND ASSIGNMENT  |
|                 | 2                    | 552.270-11         | SUCCESSORS BOUND   |
|                 | 3                    | 552.270-23         | SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN                     |
|                 | 4                    | 552.270-24         | STATEMENT OF LEASE   |
|                 | 5                    | 552.270-25         | SUBSTITUTION OF TENANT AGENCY                                    |
|                 | 6                    | 552.270-26         | NO WAIVER  |
|                 | 7                    |                    | INTEGRATED AGREEMENT   |
|                 | 8                    | 552.270-28         | MUTUALITY OF OBLIGATION  |
| PERFORMANCE     | 9                    |                    | DELIVERY AND CONDITION   |
|                 | 10                   |                    | DEFAULT BY LESSOR  |
|                 | 11                   | 552.270-19         | PROGRESSIVE OCCUPANCY  |
|                 | 12                   |                    | MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT                    |
|                 | 13                   |                    | FIRE AND CASUALTY DAMAGE   |
|                 | 14                   |                    | COMPLIANCE WITH APPLICABLE LAW                                   |
|                 | 15                   | 552.270-12         | ALTERATIONS  |
|                 | 16                   |                    | ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY                 |
| PAYMENT         | 17                   | 52.204-7           | SYSTEM FOR AWARD MANAGEMENT                                      |
|                 | 18                   | 52.204-13          | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE                          |
|                 | 19                   | 552.270-31         | PROMPT PAYMENT   |
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The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

**1. SUBLETTING AND ASSIGNMENT (JAN 2011)**

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

**2. 552.270-11 SUCCESSORS BOUND (SEP 1999)**

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

**3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)**

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

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**4. 552.270-24 STATEMENT OF LEASE (SEP 1999)**

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

**5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)**

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

**6. 552.270-26 NO WAIVER (SEP 1999)**

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

**7. INTEGRATED AGREEMENT (JUN 2012)**

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

**8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)**

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

**9. DELIVERY AND CONDITION (JAN 2011)**

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

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(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

**10. DEFAULT BY LESSOR (APR 2012)**

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

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**11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)**

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

**12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)**

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

**13. FIRE AND CASUALTY DAMAGE (JUN 2016)**

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

**14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)**

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against

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it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

**15. 552.270-12 ALTERATIONS (SEP 1999)**

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

**16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)**

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DID's is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DID's, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

**17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

*This clause is incorporated by reference.*

**18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)**

*This clause is incorporated by reference.*

**19. 552.270-31 PROMPT PAYMENT (JUN 2011)**

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

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(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register**

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semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

## **20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)**

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

## **21. PAYMENT (MAY 2011)**

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such

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plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:  $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

**22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

*This clause is incorporated by reference.*

**23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)**

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

*This clause is incorporated by reference.*

**24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a *Government* employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

*This clause is incorporated by reference.*

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**26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

*This clause is incorporated by reference.*

**27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)**

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
- (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

| Poster(s)   | Obtain from         |
|---|---------------------|
| GSA Office of Inspector General "FRAUDNET HOTLINE | Contracting Officer |

(Contracting Officer shall insert—

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster; and
- (ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

**28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

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(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

**29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)**

(Applicable when cost or pricing data are required for work or services over \$750,000.)  
*This clause is incorporated by reference.*

**30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)**

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

- (1) Material quantities and unit costs;
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed);
- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

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LESSOR GOVERNMENT

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

### 31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

### 32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

### 33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)  
*This clause is incorporated by reference.*

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**34. 52.233-1 DISPUTES (MAY 2014)**

*This clause is incorporated by reference.*

**35. 52.222-26 EQUAL OPPORTUNITY (APR 2015)**

*This clause is incorporated by reference.*

**36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**

*This clause is incorporated by reference.*

**37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

(Applicable to leases exceeding the micro-purchase threshold.)

*This clause is incorporated by reference.*

**38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)**

(Applicable to leases \$150,000 or more, total contract value.)

(a) Definitions. As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)**

(Applicable to leases over \$15,000 total contract value.)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)**

(Applicable to leases \$150,000 or more, total contract value.)

*This clause is incorporated by reference.*

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41. **52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)**  
(Applicable to leases over \$35,000 total contract value.)  
*This clause is incorporated by reference.*
42. **52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)**  
(Applicable if over \$750,000 total contract value.)  
*This clause is incorporated by reference.*
43. **52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)**  
(Applicable to leases over the Simplified Lease Acquisition Threshold.)  
*This clause is incorporated by reference.*
44. **52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015)**  
(Applicable to leases over \$700,000 total contract value.)  
*This clause is incorporated by reference.*
45. **52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**  
(Applicable to leases over \$700,000 total contract value.)  
*This clause is incorporated by reference.*
46. **52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)**  
(Applicable if over \$30,000 total contract value.)  
*This clause is incorporated by reference.*
47. **52.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005), ALTERNATE I (SEP 1999)**  
(Applicable if over \$700,000 total contract value.)  
*This clause is incorporated by reference.*

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**EXHIBIT H**

|  |  |       |
|--|--|-------|
| <b>ADDENDUM to the System for Award Management (SAM)<br/>REPRESENTATIONS AND CERTIFICATIONS (Acquisitions<br/>of Leasehold Interests in Real Property)</b> | Lease Number<br><b>GS-04P-LFL00624</b> | Dated |
|--|--|-------|

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

**1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS  
(APR 2015)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
- (2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.
- Registration Active and Copy Attached

**2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID  
DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW  
(DEVIATION) (OCT 2013)**

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that—
  - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
  - (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Contractor represents that—
  - (1) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or

### EXHIBIT H

have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- (2) It is  is not  a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

#### 3. OFFEROR'S DUNS NUMBER

(a) Enter number: **066938358**

(b) An offeror may obtain a DUNS number (i) via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

| OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE | NAME, ADDRESS (INCLUDING ZIP CODE) | TELEPHONE NUMBER |
|--|------------------------------------|------------------|
|  | <hr/><br>Signature                 | <hr/><br>Date    |