



**PERMIT AGREEMENT BETWEEN BROWARD COUNTY AND  
FLORIDA DEPARTMENT OF TRANSPORTATION FOR ACCESS TO PROPERTY  
AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

This Permit Agreement ("Permit") is made by and between Broward County, a political subdivision of the state of Florida ("County"), and State of Florida Department of Transportation, a Florida agency ("Permittee") (County and Permittee are collectively referred to as the "Parties"), and is effective as of the date it is fully executed by the Parties.

RECITALS:

A. Permittee owns certain property shown in **Exhibit A** ("FDOT Property"), and has requested access to certain property owned by County shown in **Exhibit B** ("Airport Property").

B. Access is required by Permittee to the Airport Property to construct, operate, and maintain facilities to be installed on FDOT Property (the "Facilities").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. GRANT OF PERMIT**

County hereby grants to Permittee, its successors and assigns, a permit to enter Airport Property and the right of ingress and egress to FDOT Property through the Airport Property. The Permit is granted to allow Permittee access to FDOT Property to construct, operate, and maintain the Facilities, together with the right to reconstruct, improve, repair, add to, enlarge, or change the Facilities to be constructed, on behalf of Permittee, on FDOT Property. Additionally, the Permit includes the right to access Airport Property for harmonization, including sloping, grading, tying in, and reconnecting existing features of Airport's Property with the Facilities, together with incidental purposes related thereto. All access granted by this article requires that Permittee provide thirty (30) days prior written notice to County pursuant to Article 13 of the access requested and activity to be conducted.

Permittee shall maintain and clear the Facilities and FDOT Property and keep the Facilities and FDOT Property cleared of all trees, undergrowth, and other obstructions. Permittee shall repair and/or replace any fence or object on Airport Property required to be removed to facilitate construction of the Facilities prior to the completion of the Facilities. Upon completion of construction of the Facilities or any maintenance to the Facilities, any fence or object on Airport Property shall continue to be maintained by County. If, during any maintenance of the Facilities by Permittee, any portion of the fence or object on Airport Property is damaged, Permittee shall repair and/or replace such damaged fence or object on Airport Property. The description of the Airport Property as set forth in **Exhibit B** may be amended from time to time by amendment to this Permit, which amendment shall be executed by the Director of Aviation of the Broward County Aviation Department ("Aviation Director") and Permittee.

This Permit is limited to the Airport Property, which is a portion of the property operated as the Fort Lauderdale-Hollywood International Airport ("Airport"). This Permit is not applicable to, nor does it modify, any other agreement that Permittee may have with County.

#### **ARTICLE 2. RIGHT OF FLIGHT RESERVED**

County reserves for itself, its successors, and its assigns, for the use and benefit of the public, at any and all times, a right of flight for the passage of aircraft in the airspace above the Airport Property (see attached **Exhibit A** and **Exhibit B**), together with the right to cause in such 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 that airspace, and for use of said airspace for landing on, taking off from, and operating at the Airport.

#### **ARTICLE 3. HEIGHT RESTRICTIONS**

Permittee shall restrict the height of structures, objects of natural growth, and other obstructions on FDOT Property (see attached **Exhibit A** and **Exhibit B**) to a height to comply with all provisions of this Permit and all applicable Federal Aviation Regulations, including but not limited to, 14 CFR Part 77.

#### **ARTICLE 4. USE OF PROPERTY NOT TO CONSTITUTE A HAZARD TO AVIGATION**

Permittee expressly agrees for itself, its successors, and its assigns, to prevent any use of the Airport Property (see attached **Exhibit A** and **Exhibit B**) that would materially interfere with or adversely affect the operation or maintenance of the Airport, Airport tenants, or otherwise constitute a hazard to avigation, aircraft, or others.

At any time during the term of this Permit, if the use of the Airport Property by Permittee materially interferes with or adversely affects the operation or maintenance of the Airport or Airport tenants, as determined in the sole discretion of the Aviation Department, or otherwise constitutes a hazard to avigation, Permittee shall on demand from County immediately cease such interfering and adverse uses. In the event that the use of the Airport Property by Permittee materially interferes with, adversely affects the operation or maintenance of the Airport, or otherwise constitutes a hazard to avigation, and either Party deems it necessary, the Permit shall be terminated in accordance with the provisions for termination in Article 9.

#### **ARTICLE 5. LEGAL RESPONSIBILITY**

Permittee shall include substantially the following language in all contracts between Permittee and any third party relating to any of the activities authorized herein ("Contractor"):

"Contractor shall indemnify and hold harmless County, its officers, and its employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor or other persons employed or utilized by Contractor in the performance of any activities arising from, relating to, or in connection with this

Permit. These provisions shall survive the expiration or any other termination of the Permit. To the extent considered necessary by Permittee and County, any sums due Contractor under this agreement may be retained by Permittee until all of Permittee's and County's claims for indemnification under this agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Permittee."

Except to the extent deemed waived by execution of this Permit, nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Permit or any other contract. The Parties are either a state agency or a political subdivision as defined in Section 768.28, Florida Statutes, and each shall be fully responsible for the acts and omissions of its own agents or employees to the extent required by law.

#### **ARTICLE 6. INSURANCE**

It is understood and agreed that Permittee is self-insured. In the event Permittee contracts with a Contractor to perform activities in connection with this Permit, Permittee shall ensure the following and shall include these requirements in any such agreement:

##### Insurance Requirements.

- (a) Permittee shall, at all times during the term of this Permit (unless otherwise provided), require that all contractors and subcontractors working on Airport Property (see attached **Exhibit A** and **Exhibit B**) obtain and maintain insurance coverages for the work and project. Unless otherwise agreed to in writing by County and Permittee, coverages shall consist of all the insurance coverage required by the Florida Department of Transportation for Standard Specifications for Road and Bridge Construction. Such policy or policies shall be issued by companies authorized to do business in the State of Florida that have a registered agent in Broward County, Florida upon whom service of process may be made.
- (b) Permittee shall require that all contractors and subcontractors specifically protect County by naming Broward County as an additional insured/loss payee.
- (c) Permittee shall require that the contractor's and subcontractor's coverage is not to cease and is to remain in force, subject to cancellation notice, until all performance required of the contractor(s) or subcontractor(s) by Permittee is completed. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) calendar days prior to the date of their expiration.
- (d) Permittee shall provide to County, not less than ten (10) calendar days prior to accessing the Airport Property, certificates of insurance evidencing the insurance coverage as specified above. The required certificates of insurance shall not only name

the types of coverage provided, but also shall refer specifically to this Permit with the type of insurance being furnished, and shall state that such insurance is as required by this Permit. If the initial insurance expires prior to the completion of the work being performed on behalf of Permittee, renewal certificates of insurance shall be furnished by Permittee for its contractors and subcontractors at least thirty (30) days prior to the date of its expiration. Insurance shall not be canceled, modified, or restricted without at least thirty (30) days prior written notice to County, and must be endorsed to provide same.

(e) Permittee shall provide the Broward County Aviation Department with the certificates of insurance, policies of insurance, and any other documentation required by the County's Risk Management Division in advance of work commencing and access on Airport Property.

#### **ARTICLE 7. PURPOSE OF PERMIT**

This Permit authorizes Permittee to access its Facilities using the Airport Property identified in **Exhibit B** and those areas of the Airport necessary to access said Airport Property. This Permit shall vest in Permittee no right, title, or interest in or to Airport land or the property of County, other than the rights provided for herein. Permittee agrees and understands that the fee title to all Airport lands shall remain with County; all Facilities and appurtenant equipment installed by Permittee on FDOT Property shall remain trade fixtures and property of Permittee. There shall be no Facilities and appurtenant equipment installed on Airport Property except as specifically authorized herein. The purpose of this Permit is to grant Permittee access to Airport Property for the uses stated in Article 1.

#### **ARTICLE 8. TERM**

This Permit shall remain in effect for as long as required by Permittee to provide ingress and egress to its Facilities, unless sooner terminated pursuant to Article 9.

#### **ARTICLE 9. RELOCATION, REARRANGEMENT, TERMINATION**

In the event that the rights and privileges contained herein or the exercise by Permittee of same becomes incompatible with the operation, maintenance, or expansion of the Airport and relocation is necessary, in the opinion of County or Permittee, or for any reason County requests that Permittee adjust or relocate access to its Facilities, then, in any such event, Permittee shall adjust or relocate access to its Facilities through Airport Property to resolve the incompatibility or as otherwise requested by County. Such adjustment or relocations will be at Permittee's sole cost and expense. If during the relocation or adjustment of Permittee's access to its Facilities through Airport Property as set forth above, Permittee, its agents, or employees cause damage or injury to Airport Property, Permittee shall repair any damage or injury to the fence, road, highway, appurtenances, landscaping, pavement, or structures, and shall repair said road, highway, appurtenances, landscaping, pavement, or structures thereto promptly, restoring the same to the condition at least equal to that existing immediately prior to the infliction of such damage or injury.

If at any point in time, in County's sole determination, access by Permittee to the FDOT Property through the Airport Property is no longer available due to operational needs or changes at the Airport, the Parties mutually agree that this Permit shall terminate sixty (60) calendar days after the date of County's written notice and thereafter this Permit shall no longer be of any force and effect. This termination shall be affected by a letter executed and sent to FDOT by the Aviation Director in accordance with the Notice provisions of Article 13, herein.

Notwithstanding the foregoing, upon thirty (30) days prior written notice by Permittee to County, Permittee shall be permitted to remove the fence currently located at the western edge of the Lauderdale Small Boat Club leased premises located on Airport Property ("LSBC Leased Premises"). Upon receiving such notice, County will ensure that the Airport Property, including the LSBC Leased Premises adjacent to where the Facilities will be constructed, is clear of any above ground obstacles or obstructions that would unreasonably hinder Permittee's use. Upon removal of the fence, Permittee shall install a temporary fence or otherwise secure the LSBC Leased Premises. Permittee shall replace the fence or any other object(s) at LSBC Leased Premises that were required to be removed in order for the Facilities to be constructed with new fencing of similar height and security components as the fence that was removed, as well as restore the replaced object with a new or like new object prior to the completion of the Facilities (collectively, the "Restoration Work"). The Facilities shall not be considered complete until such time as the Restoration Work has been completed by Permittee to the satisfaction of County. Upon completion of the Facilities, such fence or object on Airport Property shall continue to be maintained by County.

#### **ARTICLE 10. AUTHORITY TO GRANT PERMIT RIGHTS**

County represents and warrants that it has the authority to convey these Permit rights to Permittee.

#### **ARTICLE 11. ENVIRONMENTAL IMPAIRMENT**

Permittee will ensure that its Contractors comply with all applicable environmental laws and shall comply at all times with the rules and regulations adopted by the Florida Department of Transportation.

#### **ARTICLE 12. SUBORDINATION OF PERMIT**

This Permit and all provisions hereof are subject and subordinate to the provisions and conditions of the instruments and documents under which County acquired the Airport from the United States of America and will be given only such effect as will not conflict or be inconsistent with the provisions and conditions contained in those instruments and documents and any existing or subsequent amendments thereto. This Permit and all provisions hereof are subject and subordinate to all federal, state, County, and local laws, and all quasi-governmental agency applicable regulations. This Permit is subject and subordinate to the provisions of any agreement made at any time between County and the United States Government relative to the operation or maintenance of any of County's airports, or the execution of which was required as a condition

precedent to the transfer of federal rights or property to County for airport purposes, or the execution of which was required as a condition precedent to the expenditure of federal funds for the improvement or development of any of County's airports, including without limitation, the expenditure of federal funds for the development of any of County's airports under the Federal Aviation Act of 1958, as codified in Title 49, United States Code, as amended from time to time. In addition, this Permit is subordinate and subject to all resolutions heretofore and hereafter adopted by County in connection with any revenue bonds issued by County with respect to the operations of any of County's airports, or any improvements to any of County's airports or any of County's airport facilities, and to 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 of those bonds.

### **ARTICLE 13. NOTICE**

Notices. In order for a notice to a Party to be effective under this Permit, notice must be sent via U.S. first-class mail, with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this article.

FOR COUNTY:

County Administrator of Broward County  
Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: bhenry@broward.org

with copy to:

Director of Aviation  
Broward County Aviation Department  
2200 S.W. 45 Street, Suite 101  
Dania Beach, Florida 33312  
Email: mgale@broward.org

with copies to:

hperez@broward.org and ltregi@browrd.org of the Business and Properties  
Management Division of the Broward County Airport Department

FOR PERMITTEE:

Florida Department of Transportation, District 4  
Right of Way Manager-Production  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309  
Email: Josh.Miller@dot.state.fl.us

with copy to:  
Florida Department of Transportation, District 4  
Office of the General Counsel- Chief Counsel  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309  
Email: Rafael.Garcia@dot.state.fl.us

and  
Florida Department of Transportation, District 4  
Design Project Manager- FM 4093542  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309  
Email: Vanita.Saini@dot.state.fl.us

#### **ARTICLE 14. AMENDMENT**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Permit and executed by the Board of County Commissioners and Permittee or others delegated authority or otherwise authorized to execute same on their behalf.

In the event that the United States Government or any of its departments or agencies require modifications or changes in this Permit as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Permittee shall consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Permit as may be reasonably required.

#### **ARTICLE 15. ENTIRE AGREEMENT**

This Permit embodies the entire agreement between the Parties regarding the subject matter hereof. Said Permit may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted and shall not invalidate the remaining provisions. Any and all Recital clauses stated above are true and correct and are incorporated in this Permit by reference. The attached Exhibits are incorporated into and made a part of this Permit.

#### **ARTICLE 16. NONDISCRIMINATION/CIVIL RIGHTS – TITLE VII ASSURANCES**

Permittee, in exercising any of the rights or privileges herein granted, shall not on the grounds of race, color, sex, religion, disability, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by the Americans with Disabilities Act, and other applicable Federal, State, and County laws, rules, and regulations. County is hereby granted the right to take such actions, anything to the contrary herein notwithstanding, as the

United States government may direct to enforce this nondiscrimination covenant. Permittee shall abide by and comply with the nondiscrimination requirements set forth in **Exhibit C** to the extent same are applicable by law, rule, or regulation, or federal grant requirements.

**ARTICLE 17. DRUG-FREE WORKPLACE CERTIFICATION**

Permittee will comply with all of its governing Drug Free Workplace policies, rules, regulations, and statutes.

**ARTICLE 18. OBSERVANCE OF LAWS**

Permittee and County shall at all times observe and comply with all applicable federal, state, and local laws, codes, ordinances, and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect any of the terms of this Permit.

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IN WITNESS WHEREOF, the parties have made and executed this Permit of the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, signing by and through its Dist. 4 Secretary duly authorized to execute same.

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\_\_

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Aviation Office  
2200 S.W. 45 Street, Suite 101  
Dania Beach, Florida 33312  
Telephone: (954) 359-6100  
Telecopier: (954) 359-1292

By \_\_\_\_\_ 10.9.18  
Tracy Meyer, Esq. (Date)  
Risk Insurance and Contracts Manager

By Nancy Rubin 10/9/18  
Nancy A. Rubin (Date)  
Assistant County Attorney

By Alexander J. Williams, Jr. 10/9/18  
Alexander J. Williams, Jr. (Date)  
Senior Assistant County Attorney

NAR/ch  
Permit w/FDOT  
07.23.2018  
18-071.00

**PERMIT AGREEMENT BETWEEN BROWARD COUNTY AND  
FLORIDA DEPARTMENT OF TRANSPORTATION FOR ACCESS TO PROPERTY  
AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

PERMITTEE

ATTEST:

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

Alia E. Chavez  
Secretary

By: Gerry O'Reilly

Print Name: Gerry O'Reilly

Title: District Four Secretary  
5<sup>th</sup> day of October, 2013

(CORPORATE SEAL)

WITNESS:

Stephanie Quintana  
Stephanie Quintana

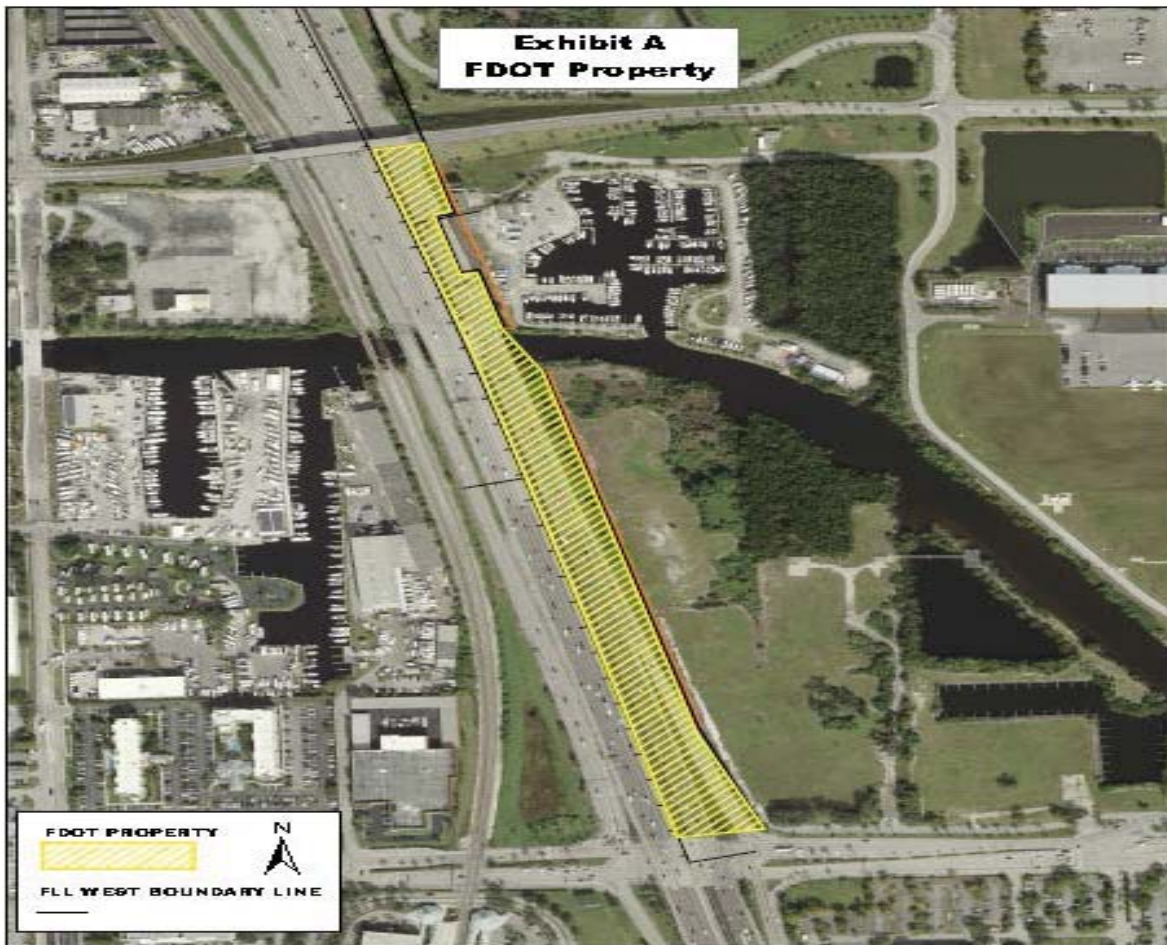
FDOT LEGAL REVIEW

By: Shenita L. Harris

Print Name: Shenita L. Harris

Title: Senior Attorney

EXHIBIT A – FDOT PROPERTY





**EXHIBIT B – AIRPORT PROPERTY**



## EXHIBIT C - NONDISCRIMINATION REQUIREMENTS

I. During the performance of this Agreement, the Lessee for itself, its personal representatives, sublessees, assigns and successors in interest (hereinafter referred to collectively as the "Lessee") agrees as follows:

(a) Compliance With Regulations. The Lessee 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 Lessee 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 contractors or subcontractors, including procurement of materials and leases of equipment. The Lessee 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 Lessee for work to be performed hereunder, including procurement of materials or leases of equipment, each potential contractor, subcontractor or supplier shall be notified by the Lessee of the Lessee'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 Lessee 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 County or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish this information, the Lessee shall so certify to County or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of the Lessee's noncompliance with the nondiscrimination provisions of this contract, 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), 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 Lessee shall include the provisions of paragraphs (a) through (e), above, in every contract or subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Lessee shall take such action with respect to any contract, subcontract, or procurement as County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Lessee becomes involved in, or is threatened with, litigation with a contractor, subcontractor or supplier as a result of such direction, the Lessee may request County to enter into such litigation to protect the interests of County and, in addition, the Lessee may request the United States to enter into such litigation to protect the interests of the United States.

(g) The Lessee, 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 Lessee 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 Lessee, 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, 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 Lessee 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 Lessee, for itself, its sublessees, assignees and successors in interest agrees as follows:

The Lessee agrees to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure 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 Lessee 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 Lessee agrees that it will require its covered suborganizations to provide assurances to the Lessee 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 Lessee 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 Lessee 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 Lessee 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, Lessee 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 Lessee 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 Lessee 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 Lessee 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. Lessee shall similarly require such affirmative action steps of any of its covered suborganizations, as required under Part 152.

Lessee 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 Lessee shall require its covered suborganizations to keep similar records as applicable.

Lessee shall, if required by Part 152, annually submit to County the reports required by Section 152.415 and Lessee 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 Lessee who shall, in turn, submit same to County for transmittal to the FAA.

III. The Lessee, for itself, its sublessees, 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 Lessee 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 Lessees, this Provision binds the Lessees from the bid solicitation period through the completion of the contract.

IV. Lessees 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 Lessee 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 County deems appropriate.