



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2025</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(\$317)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><b>(\$317)</b></u>	<u><b>\$-0-</b></u>	<u><b>\$-0-</b></u>	<u><b>\$-0-</b></u>	<u><b>\$-0-</b></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: Fund 4100 Department 120 Unit 8250 Object 2900  
 Reporting Category \_\_\_\_\_

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



The fiscal impact is a license fee for 2,015 square feet of ground area at the rate of \$0.20 per square foot per year, for the initial term of 12/17/21 to 9/30/22. License fees beyond 9/30/22 are dependent on renewal of the License Agreement. License fees are subject to adjustment upon 30-days written notice to FPL.

C. Departmental Fiscal Review: Wendell Jensen

**III. REVIEW COMMENTS**

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

Shirley Munk 3/25/22  
 OFMB 4/5/22  
 (W) 3/24/22

Mr. J. J. Jansen 4/14/22  
 Contract Dev. and Control  
 4-4-22/TW

**B. Legal Sufficiency:**

Anne Delprat 4.5.22  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

# FLORIDA POWER & LIGHT COMPANY

## CERTIFICATE AS TO SIGNATURE AND INCUMBENCY

The undersigned, W. Scott Seeley, Vice President, Compliance & Corporate Secretary of Florida Power & Light Company, a Florida corporation (the "Company"), hereby certifies that the person whose name, title and signature appear below is a duly appointed representative of the Company and holds, on the date hereof, the title set forth opposite his name and that the signature set forth opposite his name is a genuine facsimile signature of such representative:

**Name**

**Title**

**Signature**

Matthew Barrows

Senior Director, Corporate  
Real Estate



IN WITNESS WHEREOF, I have hereunto signed my name on December 9, 2021.

  
\_\_\_\_\_  
W. Scott Seeley  
Vice President, Compliance & Corporate  
Secretary

Search

Insured

Insured Name

Florida Power & Light Company (DX0000

Q

Florida Power & Light Company

Active Records Only

Advance Search

Name: Florida Power & Light Company

Account Number: DX00001679

Address: 700,Universe Blvd, Juno Beach, FL, 33408

Status: Compliant with Waived Deficiencies.

Insured Tasks Admin Tools

- View
- Insured
  - Notes
  - History
  - Deficiencies
  - Coverages
  - Requirements
  - Contract Screen
- Add
- Edit
- Help
- Video Tutorials

Insured

Business Unit(s) DBA Number Print Insured Info

Print Compliance Report

**Account Information**

Account Number: DX00001679

Risk Type: Standard - General Services

Do Not Call: Address Updated:

**Address Information**

Mailing Address	Physical Address
Insured: Florida Power & Light Company	
Address 1: 700,Universe Blvd	
Address 2:	
City: Juno Beach	
State: FL	

Country:

**Contract Information**

Contract Number:

Contract Start Date:

Contract End Date:

Contract Effective Date:

Contract Expiration Date:

Description of Services:

F45-FP-21-01 License Agreement

Safety Form II:

**Contact Information**

Contact Name:

Tracy Navis

Misc:

Phone Number:

5616946337

Alt Phone Number:

Fax Number:

E-Mail Address:

tracy.navis@fpl.com

Approval Date:

Rush:

No

Contract on File:

No

Certificate Received:

No

Indemnification Agreement:

No

Tax Id:

This Account created by e59 on 01/06/2022.

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (this "Agreement") made and entered into this 17 day of December, 2021, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Florida Power & Light Company, a Florida corporation ("Licensee"). County and Licensee are sometimes referred to herein individually as a "party" and collectively as the "parties".

### WITNESSETH:

**WHEREAS**, County, by and through its Department of Airports (the "Department"), is the owner and operator of the North Palm Beach County General Aviation Airport ("Airport"); and

**WHEREAS**, Licensee utilizes an unmanned aerial vehicle ("UAV" or "Drone") in connection with its responsibilities to maintain power transmission systems in south Florida; and

**WHEREAS**, pursuant to that certain Space Permit dated July 1, 2019, as amended, between Licensee and Piedmont Hawthorne Aviation, LLC, d/b/a Signature Flight Support ("Signature"), the fixed base operator at the Airport, Licensee utilizes hangar space at Hangar 11740, Unit 17 ("Hangar") (the "Space Permit"); and

**WHEREAS**, Licensee's Drone activities require the use of staging areas at the Airport outside of, and nearby to, the Hangar; and

**WHEREAS**, County has determined that it is in the best interest of County, for itself and for the general public, to facilitate Licensee's efforts by granting Licensee a revocable license to use designated portions of the Airport adjacent to the Hangar; and

**WHEREAS**, County is willing to grant Licensee a revocable license to use the designated portions of the Airport adjacent to the Hangar upon the terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth on the part of Licensee to be observed and performed, County hereby grants Licensee a non-exclusive, revocable license to use the Property (as hereinafter defined) upon the following terms and conditions:

### **ARTICLE 1 BASIC PROVISIONS**

1.01 Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.

1.02 Property. For purposes of this Agreement the term "Property" shall mean and refer to those areas or portions of the Airport expressly authorized in writing by the Director of the Department of Airports, or designee (the "Director") as further provided in Article 4 of this Agreement.

*STANDARD FORM LICENSE AGMT -  
R 2007-2070*

**ARTICLE 2  
TERM AND COMMENCEMENT DATE**

The term of this Agreement shall commence on the date set forth above (the "Commencement Date") and expire September 30, 2022 (the "Initial Term"), unless terminated earlier as provided for herein. The Initial Term shall automatically renew from October 1 to September 30 of each year thereafter (each, a "Renewal Term") unless one party gives the other party at least ninety (90) days written notice prior to the expiration of the then current Term (as defined below) that this Agreement will not be renewed for the following Renewal Term. The Initial Term and Renewal Term shall be collectively referred to as the "Term".

**ARTICLE 3  
LICENSE FEE/CONSIDERATION**

3.01 License Fee/Consideration. Licensee shall pay County for the use and occupancy of the Property a license fee in the initial amount of Twenty-Cents (\$0.20) (annual rate) for each square foot of the Property, together with applicable sales taxes thereon ("License Fee"). Pursuant to Section 4.01 of this Agreement, the initial License Fee shall be based on two thousand fifteen (2,015) square feet of ground area, for a total of Four Hundred Three and 00/100 Dollars (\$403.00) per year. The License Fee for the Initial Term shall be prorated based on three hundred sixty five (365) days, and shall be due and payable, without any deduction, holdback or set off whatsoever, within thirty (30) days after Licensee's receipt of the invoice by the Department. The annual License Fee for each Renewal Term shall be payable in advance of each such Renewal Term, without demand and without any deduction, holdback or set off whatsoever, on or before the first day of each and every Renewal Term throughout the Term of this Agreement.

3.02 Adjustment of License Fee. The License Fee payable hereunder may be adjusted from time-to-time by County upon thirty (30) days prior written notice to Licensee, based on any change to the area of the Property Description (as defined in Section 4.01 below), or the rate. Notwithstanding any provision of this Agreement to the contrary, the rate shall be maintained at all times to ensure compliance with the provisions Section 710 (rate covenant) of the Palm Beach County Airport System Revenue Bond Resolution, dated April 3, 1984, as amended and supplemented (the "Bond Resolution"), which is hereby incorporated by reference and made a part hereof.

**ARTICLE 4  
CONDUCT OF BUSINESS AND USE OF PROPERTY BY LICENSEE**

4.01 Use of the Property. The land area for the Property to be utilized in connection with Licensee's Drone program pursuant to this Agreement shall initially consist of approximately two thousand fifteen (2,015) square feet, more or less as generally depicted on Exhibit "A", attached hereto and made a part hereof, (the "Property Description"). Upon written approval by the Director, the Property Description may be amended, whereupon this Agreement shall be considered amended to incorporate, or replace, the description of the Property attached as Exhibit "A" with such updated Property Description, without a formal amendment hereto. The Director shall have sole and absolute discretion to approve the Property Description. The Property Description

may be amended throughout the Term in the same manner, upon request by either party.

4.02 Use of Property. Licensee shall use the Property solely and exclusively for activities directly associated with Licensee's Drone program, including, but not limited to, the temporary staging of vehicles, including a mobile command center trailer, and improvements as provided in Section 4.03 below. Licensee shall not use, permit or suffer the use of the Property for any other business or purpose whatsoever. Neither the Property, the Hangar, or any trailer or improvement thereon, shall be used for living quarters or housing of any type, for any duration; nor for any bathroom facilities, whether temporary or permanent. Licensee shall perform fueling operations only in approved areas. Licensee shall not use the Property in any way that interferes with the landing or takeoff of any aircraft, air navigation and/or communication facilities serving the Airport or otherwise constitute an airport hazard. Licensee's activities on the Airport shall not interfere with the operation of the Airport or activities of other Airport users.

4.03 Improvements. Except as otherwise provided herein, Licensee shall make no improvements, alterations or additions to the Property whatsoever, without the prior written consent of the Department, which may be granted or withheld in the Department's sole and absolute discretion. Upon prior express written approval by the Director, and issuance of all required permits, Licensee shall be permitted to install underground electric and communication lines or cables, including an aboveground transformer and pedestal, or to make such improvements to the Property, the Hangar or Airport. All improvements shall be subject to the written consent of Signature, or its successor fixed base operator, and shall be subject to all permit and code requirements, at Licensee's sole cost and expense. Upon expiration or the earlier termination of this Agreement, any improvements made to the Property by Licensee shall be fully removed by Licensee at Licensee's sole cost and expense, unless the County advises Licensee in writing that the improvements may remain; provided, however, that County will not require the removal of underground conduits.

4.04 Condition of Property. Licensee accepts the Property in its "As is", "Where is" condition as of the Commencement Date. Licensee further acknowledges that County has not made any warranties or representations of any nature whatsoever regarding the Property including, but not limited to, any warranties or representations relating to the physical condition of the Property or any improvements located therein, or the suitability of the Property or any improvements for the Licensee's intended use.

4.05 Waste or Nuisance. Licensee shall not commit or suffer to be committed any waste upon the Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Property.

4.06 Compliance with Laws. Licensee shall, at its sole cost and expense, secure any and all required licenses and permits and shall comply with all local, state, and federal laws pertaining to Licensee or its use of the Property, including all applicable zoning, building and fire laws and regulations. Licensee acknowledges and agrees that County has made no representations whatsoever regarding Licensee's ability to use the Property for the purposes set forth in this Agreement. Licensee shall ensure that its invitees, guests and any other persons entering the Property with or without Licensee's consent



or knowledge comply with all applicable laws on the Property.

4.07 Non-Discrimination. Licensee shall comply with all applicable requirements of the Nondiscrimination Provisions set forth in Exhibit "B" attached.

4.08 Surrender of Property. Upon expiration of the Term or earlier termination of Licensee's license to use the Property, Licensee, at its sole cost and expense, shall surrender the Property to the County in at least the same condition as the Property was in as of the Commencement Date of this Agreement, normal wear and tear excepted.

4.09 County's Right to Enter. Upon verbal or written notice from County, County shall have the right to enter the Property at any time for any purpose whatsoever. County shall exercise reasonable efforts to minimize interference with or disruption of Licensee's operations on the Property; provided, however, County shall not be required to expend additional sums of money in order to comply with the foregoing requirement. The notice requirements provided under Section 10.04 shall not apply to this Section. In cases of emergency, the County shall not be required to provide notice to Licensee in accordance with this section.

4.10 Maintenance of Space Permit. This Agreement shall be expressly conditioned on Licensee maintaining the Space Permit, or any successor agreement thereto. In the event of termination or expiration of the Space Permit, this Agreement shall automatically terminate and expire, unless otherwise expressly approved by County in writing.

## **ARTICLE 5 REPAIRS AND MAINTENANCE OF PROPERTY/SECURITY**

5.01 Repairs & Maintenance. County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Property, unless caused by County's negligence or misconduct. All portions of the Property and all improvements erected on the Property shall be kept in good repair and condition by Licensee. Licensee shall maintain the Property free of trash and debris. Upon expiration or earlier termination of this Agreement, and except as otherwise provided in this Agreement, Licensee shall deliver the Property to County in the same condition it was in as of the Commencement Date, free of all improvements constructed by Licensee, except as provided in Section 4.03, normal wear and tear excepted. In the event of any damage to the Property by Licensee and Licensee's failure to commence the repair of the damage within thirty (30) days after receiving a written notice from County, County may complete the necessary repairs or maintenance of the Property and Licensee shall reimburse County for all actual and reasonably documented expenses incurred by County in doing so, within thirty (30) days after receipt of written request for reimbursement from County.

5.02 Security. Licensee acknowledges and accepts full responsibility for the security and protection of the Property and any and all of Licensee's personal property and improvements now existing or hereafter placed on or installed in or upon the Property, and for the prevention of unauthorized access to the Property. Licensee fully understands that the police security protection provided by County is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office and expressly acknowledges that any special security measures deemed necessary or

desirable for additional protection of the Property by Licensee in its sole discretion, shall be the sole responsibility of Licensee at Licensee's sole cost and expense.

**ARTICLE 6  
INSURANCE**

6.01 Maintenance of Insurance. Licensee agrees to maintain, on a primary basis and at its sole expense, at all times during the Term of this Agreement, and any extension thereof, the insurance coverages and limits set forth in Exhibit "C", attached hereto and incorporated herein. Notwithstanding anything contained herein to the contrary, Licensee is self-insured and maintains a comprehensive liability insurance program. The requirements contained herein, as well as County's acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this Agreement.

**ARTICLE 7  
INDEMNIFICATION**

Licensee hereby agrees to indemnify, defend and hold harmless County from and against all third party claims, damages and liability, including reasonable attorneys' fees and costs, that may be incurred by, or which may be asserted against, County or the Property as a result of Licensee's activities on the Property under this Agreement, whether such activities are conducted by Licensee or its employees, agents, vendors or contractors or any other person or entity under the control of Licensee. In the event the County is made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County harmless and pay all reasonable costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Licensee recognizes the broad nature of the indemnification provision and specifically acknowledges the receipt of good and value separate consideration support thereof. Notwithstanding the foregoing, Licensee shall not indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense caused by the intentional acts or negligence of County. This provision shall survive expiration or earlier termination of this Agreement.

**ARTICLE 8  
ASSIGNMENT**

Licensee may not assign, sublet or rent any portion of the Property.

**ARTICLE 9  
REVOCATION OF LICENSE/DEFAULT**

9.01 Revocation of License. Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a non-exclusive license to use the Property, which license is expressly revocable by County for any reason whatsoever upon at least ninety (90) days prior written notice of termination to Licensee, whereupon this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination, except those expressly stated to survive termination hereof.

9.02 Termination for Convenience by Licensee. Licensee may terminate this Agreement for convenience upon at least ninety (90) days prior written notice to County, whereupon the parties shall be relieved of all further obligations hereunder, with the exception of those obligations accruing prior to the date of such termination, and those obligations which expressly survive termination of this Agreement.

9.03 Default. Failure to perform or observe any of the agreements, covenants, or conditions contained in this Agreement to be performed or observed by such party upon fifteen (15) days prior written notice from the other party shall constitute a default of this Agreement.

## **ARTICLE 10 MISCELLANEOUS**

10.01 Subordination to Bond Resolution. This Agreement and all rights granted to Licensee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Bond Resolution, and County and Licensee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Licensee and County with the terms and provisions of this Agreement and Bond Resolution.

10.02 Subordination to State/Federal Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the land or improvements thereon, of which the Property is a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Licensee understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, the State of Florida or any of their respective agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

10.03 Entire Agreement. This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee concerning the Property. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

10.04 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, telecopied or faxed (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or on the date of transmission with confirmed answer back if

by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:  
Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470  
Attn: Director of Airports  
Fax: (561) 471-7427

(b) If to the Licensee at:  
Florida Power & Light Company  
700 Universe Blvd.  
Juno Beach, FL 33408  
Attn: Corporate Real Estate Department  
Desk: (561) 691-2180  
Cell: (561) 762-6409

With copy to:  
Florida Power & Light Company  
700 Universe Blvd.  
Juno Beach, FL 33408  
Attn: General Counsel

Either party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other party.

10.05 Recording. Licensee shall not record this Agreement or any memorandum or short form thereof.

10.06 Waiver of Jury Trial. The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

10.07 Governing Law and Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

10.08 Time of Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

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

10.10 Severability. In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

10.11 Waiver. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

10.12 Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Licensee, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

10.13 No Third-Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County and/or Licensee.

10.14 Scrutinized Companies. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Licensee certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Licensee is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of County. When contract value is greater than \$1 million, as provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Licensee certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria. If the County determines, using credible information available to the public, that a false certification has been submitted by Licensee, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

10.15 Effective Date. This Agreement shall become effective when executed by the last of the parties hereto.

IN WITNESS WHEREOF, County and Licensee have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

**WITNESSES:**

*Stephen M. Cartagena*  
Signature  
Stephen M. Cartagena  
Typed or Printed Name

*Rebecca Reed*  
Signature  
Rebecca Reed  
Typed or Printed Name

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

By: *Liam Bula* *MB*  
Director of Airports

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: *Anne Delbert*  
County Attorney

**WITNESSES:**

*Colleen Sementelli*  
Signature  
Colleen Sementelli  
Typed or Printed Name

*Marisol Vazquez*  
Signature  
Marisol Vazquez  
Typed or Printed Name

**LICENSEE:  
FLORIDA POWER & LIGHT COMPANY**

By: *Matthew Barrows*  
Signature  
Matthew Barrows  
Typed or Printed Name  
Sr. Director CRE  
Title

Exhibit "A"  
The "Property"

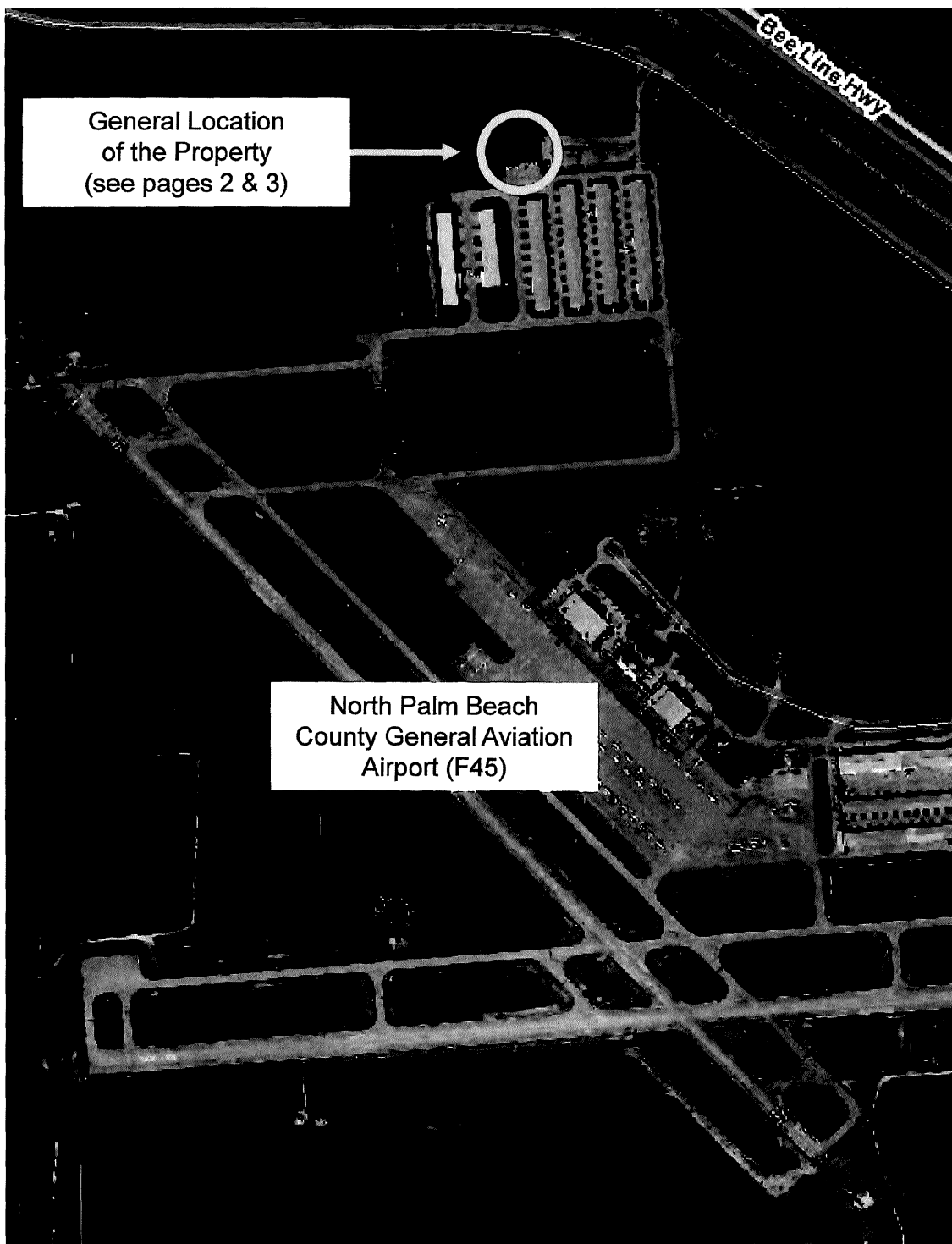



Exhibit "A"  
The "Property"

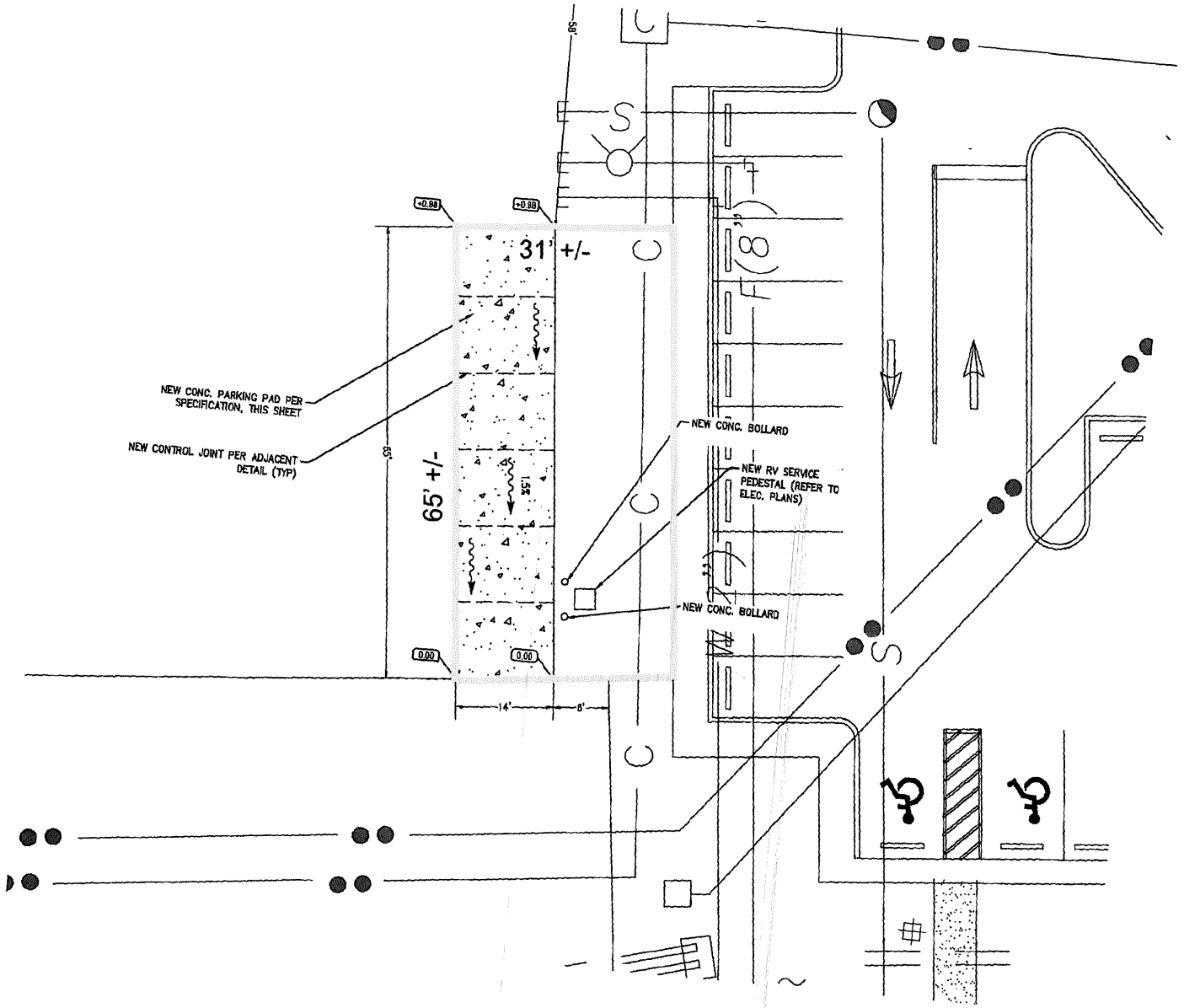


The Property  
Approx. 2,015 square feet  
(see Exhibit A, page 3  
for dimensions)

Licensee's Hangar  
Building 11740, Unit 17  
("Hangar")



Exhibit "A"  
The "Property"



**EXHIBIT "B"**  
**NONDISCRIMINATION PROVISIONS**

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

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

1. **Compliance with Regulations:** Licensee will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities ("Nondiscrimination Acts and Authorities" as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** Licensee, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Licensee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Licensee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Licensee of Licensee's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Licensee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Licensee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this Agreement, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to Licensee under this Agreement until Licensee complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Licensee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Licensee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Licensee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Licensee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Licensee may request the United States to enter into the litigation to protect the interests of the United States.

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

During the performance of this Agreement, Licensee, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

**C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.**

1. Licensee for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national

origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Licensee will use any License Area (the "Property") in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.

2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Agreement and to enter or re-enter and repossess the License Area and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

**D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.**

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

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Licensee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

**E. Airport Concession Disadvantaged Business Enterprises ("ACDBE").**

This Agreement may be subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. It is the policy of County that ACDBEs shall have the maximum practicable opportunity to participate in the performance of contracts. Licensee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Licensee agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

**F. General Civil Rights Provision.**

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

## EXHIBIT "C" INSURANCE

**Certificate(s) of Insurance.** Licensee shall provide the County with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. In the event coverage is no renewed during the Term or any extension thereof, Licensee shall notify County as soon as possible, and no later than the effective date of the expiration or cancellation of the coverage. The Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation (ten (10) days for nonpayment of a premium) or non-renewal of coverage. The Certificate Holder address shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees, c/o Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406 e-mail: [properties@pbia.org](mailto:properties@pbia.org)", or as otherwise approved or modified by County.

**Commercial General Liability.** Licensee shall maintain Commercial General Liability Insurance at a limit of liability of not less than Five Million Dollars (\$5,000,000) each occurrence or Licensee may self-insure. Coverage shall not contain any endorsement(s) excluding or limiting Premises/Operations, Damage to Rented Property, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability.

**Business Automobile Liability.** Licensee shall maintain Business Automobile Liability Insurance at a limit of liability of not less than Five Million Dollars (\$5,000,000) each occurrence or Licensee may self-insure. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Licensee does not own automobiles, Licensee agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.

**Workers' Compensation Insurance & Employer's Liability.** Licensee shall maintain Workers' Compensation Insurance & Employer's Liability in accordance with Chapter 440, Florida Statutes. Coverage shall include Employers Liability with minimum limits of \$100,000 Each Accident, \$500,000 Disease-Policy Limit, and \$100,000 Disease-Each Employee unless otherwise stated or Licensee may self-insure. In the event Licensee subcontracts any portion of the work or services under this Agreement to another party, Licensee shall be responsible for ensuring its subcontractors maintain Workers' Compensation & Employer's Liability Insurance.

**Additional Insured.** Licensee shall endorse the County as an Additional Insured to the Commercial General Liability policy and Business Automobile Liability policy. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406 e-mail: [properties@pbia.org](mailto:properties@pbia.org)." Coverage shall be provided on a primary basis.

**Waiver of Subrogation.** Licensee agrees by entering into this Agreement to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Licensee to enter into any pre-loss agreement to waive subrogation without an endorsement, then Licensee agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.