

**FIRST AMENDMENT TO THE CARGO BUILDING LEASE AGREEMENT
BETWEEN BROWARD COUNTY AND SOUTHWEST AIRLINES CO.**

This First Amendment ("First Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and Southwest Airlines Co., a Texas Corporation authorized to do business in the State of Florida ("Lessee") (collectively, the "Parties"), is effective on the date this First Amendment is fully executed by the Parties.

RECITALS

A. County and Lessee entered into the Cargo Building Lease Agreement between Broward County and Southwest Airlines Co. ("Agreement"), effective on September 20, 2016, with respect to certain premises at Fort Lauderdale-Hollywood International Airport.

B. The Parties desire to amend the Agreement to extend the term of the Agreement by five (5) years, increase the amount of days for either party to provide prior written notice to the other party to terminate the Agreement, add verification of employment eligibility and prohibited telecommunications equipment sections to the Agreement, and update the nondiscrimination requirements.

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

1. The foregoing Recitals are true and correct, and are incorporated herein by reference. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
2. Amendments to the Agreement made by this First Amendment are shown by strikethrough text to indicate deletions and bold underlined text to indicate additions. Capitalized terms used in this First Amendment and not otherwise defined in this First Amendment shall have the meaning given to such terms in the Agreement.
3. Article 3 of the Agreement is amended as follows:

ARTICLE 3 - TERM

The Term of this Lease shall commence on the Commencement Date, and this Lease shall terminate on the last day of the ~~fifth (5th)~~ **tenth (10th)** Lease Year ("Termination Date"), unless sooner terminated as provided herein or unless the parties agree otherwise. At any time, either party may terminate this Lease (with or without cause) by giving the other party at least ~~ninety (90)~~ **one hundred eighty (180)** days prior written notice to that effect. In the event any such notice of termination is given, the Termination Date of this Lease shall be the later to occur of: (i) ~~ninety (90)~~ **one hundred eighty (180)** days following the giving of notice; or (ii) the date set forth in such notice of termination.

4. Article 31 of the Agreement is amended to add Sections 31.41 and 31.42 (bold underlined omitted) as follows:

31.41 Verification of Employment Eligibility. Lessee represents that Lessee and each sublessee have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Lessee violates this section, County may immediately terminate this Agreement for cause and Lessee shall be liable for all costs incurred by County due to the termination.

31.42 Prohibited Telecommunications Equipment. Lessee represents and certifies that it and its sublessees do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Lessee represents and certifies that Lessee and its sublessees shall not provide or use such covered telecommunications equipment, system, or services during the Term.

5. **Exhibit E** of the Agreement is hereby replaced in its entirety with the revised **Exhibit E** attached hereto and made a part of the Agreement. As of the date of complete execution of this First Amendment, every reference in the Agreement to **Exhibit E** shall be deemed to refer to the revised **Exhibit E** attached hereto.

6. Lessee acknowledges that through the date this First Amendment is executed by Lessee, Lessee has no claims against County with respect to any of the matters covered by the Agreement, and Lessee has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

7. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control.

8. This Agreement, including as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement, including as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9. Preparation of this First Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

10. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: 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 _____, 2021, and SOUTHWEST AIRLINES CO., signing by and through its _____, 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__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

Sharon
By Thorsen
Digitally signed by Sharon
Thorsen
Date: 2021.07.21
15:15:29 -04'00'
Yesenia Alfonso (Date)
Assistant County Attorney

Sharon
By Thorsen
Digitally signed by Sharon
Thorsen
Date: 2021.07.21
15:16:18 -04'00'
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

YA/ch
First Amendment to Southwest Airlines Co. CBLA
06/15/2021
80071.0071

**FIRST AMENDMENT TO THE CARGO BUILDING LEASE AGREEMENT
BETWEEN BROWARD COUNTY AND SOUTHWEST AIRLINES CO.**

WITNESSES:

SOUTHWEST AIRLINES CO.

Hollye Gaman
Signature

By: [Signature]
Authorized Signor

Stephen F. Sisneros
Managing Director-Airport Affairs

Hollye Gaman
Print Name of Witness Above

Print Name and Title

[Signature]
Signature

19 day of July, 2021

Christina L. Wood
Print Name of Witness Above

ATTEST:

[Signature]
Corporate Secretary or the other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

EXHIBIT E - NONDISCRIMINATION REQUIREMENTS

A. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees as follows:

1. *Compliance with Regulations*: Lessee (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities** ("Nondiscrimination Acts and Authorities"), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement, and which include, but are not limited to, the following:

- a. 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);
- b. 49 CFR Part 21 (Nondiscrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- c. 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);
- d. 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;
- e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- f. 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);
- g. 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);
- h. 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;

i. The Federal Aviation Administration's Nondiscrimination Statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j. 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;

k. 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); and

l. 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.).

2. ***Nondiscrimination:*** Lessee, with regard to the work performed by it during the 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. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the 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 Lessee 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 Lessee of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. ***Information and Reports:*** Lessee will provide all information and reports required by the Nondiscrimination Acts and Authorities, 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, Lessee 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 Lessee's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor 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 the contractor under the contract until Lessee complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. *Incorporation of Provisions:* Lessee will include the provisions of paragraphs one through five in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. Lessee 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 Lessee becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, Lessee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

B. Nondiscrimination - 14 CFR Part 152 Requirements. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees as follows:

1. 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. 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. Lessee agrees that it will require its covered sub organizations to provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations as required by 14 CFR Part 152, Subpart E, to the same effect.

2. 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. 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. Lessee agrees to obtain a similar assurance from its covered organizations, and to cause them to require a

similar assurance of their covered sub organizations, as required by 14 CFR Part 152, Subpart E.

3. 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. Lessee shall similarly require each of its covered sub organizations (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.

4. 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 sub organizations, as required under Part 152.

5. 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 sub organizations to keep similar records as applicable.

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