

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | <u>2025</u> | <u>2026</u> | <u>2027</u> | <u>2028</u> | <u>2029</u> |
|--------------------------|-------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| Operating Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | ===== | ===== | ===== | ===== | ===== |
| # ADDITIONAL FTE | _____ | _____ | _____ | _____ | _____ |
| POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

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

Budget Account No: Fund 4100 Department 120 Unit 8430 Resource 4469
 Reporting Category _____

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

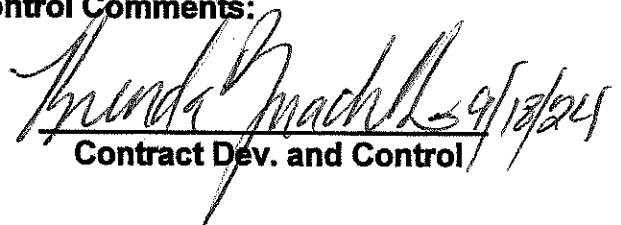
During the extended term, GTMS will pay concession fees equal to 14% of gross revenues, excluding alcohol sales, and 20% of gross revenues from alcohol sales, but the fiscal impact of this Amendment cannot be quantified with certainty. For context, in FY2023, GTMS generated gross sales of \$2,014,929.40, excluding alcohol sales, and \$19,852.84 from alcohol sales. Sales are based on passenger activity and cannot be accurately predicted. The Amendment provides for termination for convenience by the County in the event the space is required for completion of the Connector Project.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 9/16/2024
 OFMB

 9/18/24
 Contract Dev. and Control

B. Legal Sufficiency:

 9/18/24
 Assistant County Attorney

C. Other Department Review:

 Department Director

**FIRST AMENDMENT TO
COMMON USE AIRPORT LOUNGE CONCESSION AGREEMENT**

THIS FIRST AMENDMENT TO COMMON USE AIRPORT LOUNGE CONCESSION AGREEMENT (this "Amendment") is made and entered into this October 8, 2024, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Gideon Toal Management Services, LLC, a limited liability company organized under the laws of the State of Texas, having its office and principal place of business at 2401 Scott Avenue, Suite 106, Fort Worth, Texas 76103 ("Concessionaire").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports, owns and operates the Palm Beach International Airport, which is located in Palm Beach County, Florida; and

WHEREAS, the parties entered into that certain Common Use Airport Lounge Concession Agreement dated September 18, 2018 (R-2018-1360) (the "Agreement"); and

WHEREAS, Concessionaire acknowledges County is constructing improvements at the Airport, and the parties desire to provide for uninterrupted concession services to passengers at the Airport; and

WHEREAS, the parties desire to amend the Agreement in accordance with the terms and conditions set forth herein.

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

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference. Terms not defined herein shall have the meanings set forth in the Agreement.

2. **Extended Term; Termination for Convenience.** The Term of the Agreement shall be extended from November 1, 2024, to April 30, 2026 (such period the "Extended Term"); provided, however, during such Extended Term, County, in County's sole and absolute discretion, may terminate this Agreement for convenience, without compensation whatsoever to Concessionaire, at any time upon not less than sixty (60) days' written notice to Concessionaire in advance of such termination.

3. **Concession Fees and License Fees During the Extended Term.** Notwithstanding any provision of this Agreement otherwise, there shall be no Minimum Annual Guarantee during the Extended Term, and the Privilege Fee during the Extended Term shall be Fourteen Percent (14%) of Gross Revenues, excluding alcohol sales, and Twenty Percent (20%) of Gross Revenues from alcohol sales. Notwithstanding the foregoing, alcohol provided on a complimentary basis as a part of the entry fee shall not be considered an alcohol sale for purposes of determining the Privilege Fee. Such Privilege Fee shall be delivered with the Monthly Transaction Report required by Section 5.08 on or before the twentieth (20th) day of each and

every month, without demand, deduction or setoff, throughout the Term of this Agreement. The Concession Fee shall be reconciled on an annual basis in accordance with the provisions of Section 5.10. License Fees for storage areas, if applicable, shall be paid no later than the first (1st) day of each and every month throughout the Extended Term. In the event of termination of this Agreement, or any Facilities Use Permit provided hereunder, License Fees and/or Concession Fees, as applicable, shall be prorated on a per-diem basis based on the calendar days of the month of such termination.

4. Article 4, Privileges and Premises, of the Agreement is hereby amended to add the following Section 4.06:

4.06 Facilities Use Permit.

- A. Throughout the Term, Concessionaire may request the use of certain space and/or storage areas in the Terminal. In the event appropriate space is available, County may issue Concessionaire a Facilities Use Permit in the form attached hereto as Exhibit "D" (the "Facilities Use Permit Form"), providing for the use of an area designated by County ("License Area"), and identifying the initial fees and charges payable by Concessionaire to County for use of the License Area for the time period set forth in the Facilities Use Permit ("License Fee"). In the event Concessionaire desires to utilize the License Area, Concessionaire shall cause an authorized representative of Concessionaire to sign and return the Facilities Use Permit to the County.
- B. The License Fee shall be at the then-current Terminal rental rate for non-signatory airlines, in accordance with the Rate and Fee Schedule, which for purposes of this Agreement, "Rate and Fee Schedule" means Exhibit "E" to the current standard form Signatory Airline Agreement adopted pursuant to Resolution No. 2019-1155, as may be amended from time to time and any successor resolution or agreement establishing rental rates for space in the Terminal (the "Airline Agreement"). License Fees shall be adjusted annually each October 1st, in accordance with the Rate and Fee Schedule. Any Facilities Use Permit shall be considered amended to reflect the new License Fee, without formal amendment thereto.
- C. Either party may terminate a Facilities Use Permit for convenience upon five (5) days prior written notice to the other party, whereupon the parties shall be released from all further obligations under the Facilities Use Permit with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of the Facilities Use Permit.
- D. Except as otherwise provided for in the Facilities Use Permit, Concessionaire acknowledges and agrees that use of the License Area shall be governed by the terms and conditions of this Agreement. Notwithstanding any provision of this Agreement to the contrary, Concessionaire acknowledges and agrees that County is under no contractual obligation whatsoever to provide Concessionaire with a

Facilities Use Permit or License Areas and that County's election to provide Concessionaire with a Facilities Use Permit or License Area shall be in County's sole and absolute discretion.

5. **Security for Payment; Audit Report.** Throughout the Extended Term, and for a period of six (6) months thereafter, Concessionaire shall maintain a Security Deposit in the amount of One Hundred Thousand Dollars (\$100,000.00). During the Extended Period, the Annual Report shall be provided to County not later than January 31 of each year, for each twelve (12) month period ending the preceding October 31, unless extended in writing by the Department in its sole and absolute discretion, to allow for the Annual Report to include additional months of the Extended Term if the Department anticipates the Agreement will expire or be terminated during a partial year. The final Annual Report shall be delivered within ninety (90) days following the expiration or earlier termination of the Extended Term.

6. **Article 5 - Concession Fee, of the Agreement is hereby amended to add the following Section 5.14, Required Reports:**

5.14 **Required Reports.** The parties acknowledge and agree that failure to timely provide accurate reports and audits, including, but not limited to, the reports required by Sections 5.03, 5.10 and 22.04(D), in accordance with the terms and conditions of this Agreement ("Reporting Requirements") may result in a significant loss and reputational damage to the County and Airport in the event issues are not timely identified and rectified. Notwithstanding any provision of this Agreement to the contrary, in the event Concessionaire fails to timely provide any required report or audit with the Reporting Requirements as provided in this Agreement, County may assess liquidated damages in the amount of Fifty Dollars (\$50.00) per day until such required report or audit is delivered to County, unless Concessionaire has requested, and the Department has approved, an extension to such deadline for delivery in writing. The parties agree that the liquidated damage amounts are a reasonable estimate of the damages to the Airport's goodwill and reputation that would be incurred by County, and Concessionaire agrees to pay to County liquidated damages in accordance with this Section upon demand by County. The amount is not intended to be a penalty, but a reasonable measure of damages incurred by County. County shall invoice Concessionaire for such liquidated damages, and Concessionaire shall pay County within thirty (30) days of the date of County's invoice. Failure to timely pay liquidated damages as required by this Section shall be considered a material default of this Agreement. The Security Deposit shall also serve as security for the payment of liquidated damages. The availability of liquidated damages shall not preclude County from exercising other remedies, such as termination of this Agreement, due to default. Nothing in this Section shall be constructed as preventing County from recovering any direct costs incurred by County due to Concessionaire's default or non-performance.

7. **Section 22.01, Non-Discrimination in County Contracts, of the Agreement is hereby deleted in its entirety and replace it with the following:**

22.01 Non-Discrimination in County Contracts. County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Tenant warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

8. **Section 22.02, Federal Non-Discrimination Covenants, of the Agreement is hereby deleted in its entirety and replace it with the following:**

22.02 Federal Non-Discrimination Covenants. Tenant represents and warrants to County that Tenant shall comply with all applicable requirements of the Federal Non-Discrimination Requirements set forth in Exhibit "B", which is attached hereto and incorporated herein by reference.

9. **Section 22.04, Airport Concession Disadvantaged Business Enterprise Participation Goal, of the Agreement is hereby amended to delete subsection D in its entirety and replace it with the following:**

E. Concessionaire shall provide written reports in accordance with the schedule established by the Department. Concessionaire acknowledges and agrees that, as of the Effective Date, Concessionaire shall be required to deliver written reports to the Department on a quarterly basis with information from the preceding quarter on or before the 30th day of each reporting month (January, April, July and October of each Contract Year) to the Department, in a form and detail satisfactory to the Department, unless otherwise notified in writing by the Department. The written reports shall detail ACDBE participation for each quarter, as well as the cumulative "to date" participation for the entire Contract Year. Quarterly reports shall be certified by an authorized representative of Concessionaire as being true and accurate. The Department may request Concessionaire provide a certification of receipt of payment from the ACDBE firms participating in this Agreement, in a form and detail satisfactory to the Department. In the event the ACDBE participation level drops below the established ACDBE participation goal, Concessionaire shall take immediate corrective measures to ensure that the ACDBE participation is increased to the established ACDBE participation goal. Concessionaire shall document its good faith efforts to achieve the ACDBE participation goal and provide written reports to the Department documenting such good faith efforts. The Department may require the reports required hereunder to be submitted electronically. The Department may extend the deadline for submission of a quarterly report for reasons beyond the reasonable control of Concessionaire or other good cause as reasonably determined by the Department; provided, however, any such extension shall not exceed sixty (60) days.

10. Article 23, Miscellaneous, of the Agreement is hereby amended to delete Section 23.16, Scrutinized Companies, in its entirety and replace it with the following:

23.16 Scrutinized Companies. As provided in Section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the Concessionaire 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, Florida Statutes. Pursuant to Section 287.135(3)(b), Florida Statutes, if Concessionaire 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 the County. When the Agreement value is greater than \$1 million: As provided in Section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the Concessionaire 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 Section 215.473, Florida Statutes, 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 Concessionaire, 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 Section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

11. Article 23, Miscellaneous, of the Agreement is hereby amended to add the following Sections 23.29 and 23.30:

23.29 Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern. Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Concessionaire certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of Fifty Thousand Dollars (\$50,000) or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

23.30 Human Trafficking Affidavit. Concessionaire warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Concessionaire has executed Exhibit "C", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

12. Ratification of Agreement. Except as specifically modified herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

13. **Conflict.** In the event of a conflict between any provision of this Amendment and the provisions of the Agreement, or any other amendment thereto, the provisions of this Amendment shall control.

14. **Paragraph Headings.** The heading of the various sections of this Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Amendment or the Agreement.

15. **Amendment Date.** This Amendment shall become effective upon execution by the parties hereto ("Amendment Date").

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

ATTEST:
JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: Arnie Delgado
County Attorney

By: Law Beek
Director, Department of Airports

Signed, sealed and delivered
in the presence of two witnesses
for Concessionaire:

CONCESSIONAIRE:
GIDEON TOAL MANAGEMENT
SERVICES, LLC:

[Signature]
Signature

[Signature]
Signature

Kim Wiemuth
Print Name

Alvin Brown
Print Name

Ann Kidd
Signature

President
Title

Ann Kidd
Print Name

(Seal)

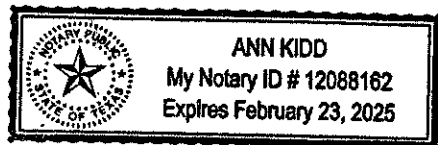


EXHIBIT "B"

NONDISCRIMINATION PROVISIONS

WHEN USED HEREIN, THE TERM "CONTRACTOR" MEANS TENANT-LESSEE-CONCESSIONAIRE-OPERATOR-PERMITTEE OR OTHER PARTY TO AN AGREEMENT WITH PALM BEACH COUNTY.

COUNTY NONDISCRIMINATION PROVISIONS

Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

FEDERAL NONDISCRIMINATION REQUIREMENTS

A. Title VI Clauses for Compliance with Nondiscrimination Requirements.

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

1. **Compliance with Regulations:** CONTRACTOR 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:** CONTRACTOR, 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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR of 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:** CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR under this Agreement until CONTRACTOR complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, CONTRACTOR may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, CONTRACTOR 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, CONTRACTOR, 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. CONTRACTOR 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 CONTRACTOR will use the CONTRACTOR Premises and any License Area 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 CONTRACTOR Premises and any 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.

CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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.

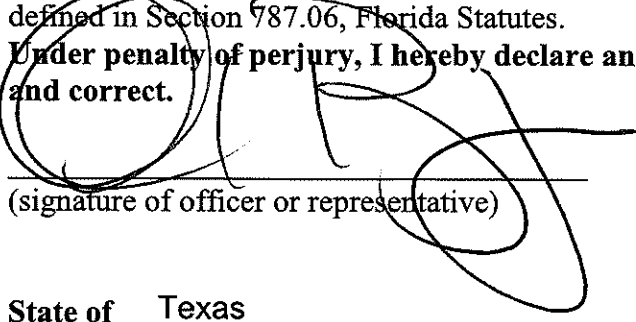
CONTRACTOR agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If CONTRACTOR transfers its obligation to another, the transferee is obligated in the same manner as CONTRACTOR. This provision obligates CONTRACTOR for the period during which the property is owned, used or possessed by CONTRACTOR 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" TO THE AGREEMENT

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of **Gideon Toal Management Services, LLC** ("Concessionaire") and attest that Concessionaire does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.



(signature of officer or representative)

Alvin Brown

(printed name of officer or representative)

State of Texas

County of Tarrant

Sworn to and subscribed before me by means of physical presence or online notarization this, 16 day of July 2024, by Alvin Brown.

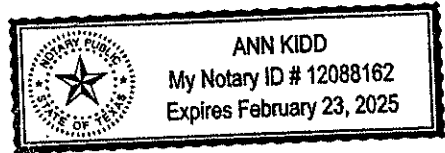
Personally known OR produced identification .

Type of identification produced Drivers License.

Ann Kidd

NOTARY PUBLIC

My Commission Expires: Feb 23, 2025
State of TEXAS at large



(Notary Seal)

EXHIBIT "D" TO THE AGREEMENT

"FACILITIES USE PERMIT FORM"

FACILITIES USE PERMIT

Concessionaire: Gideon Toal Management Services, LLC

Address: _____

Telephone/E-Mail: _____

Name and Title of Authorized Representative: _____

In accordance with that certain Common Use Airport Lounge Concession Agreement dated September 18, 2018 (R-2018-1360, as amended) (the "Agreement"), by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Concessionaire, Concessionaire shall have a short-term license to utilize the following space(s) ("License Area") for storage of food and equipment utilized in the performance of the Agreement and for no other purpose whatsoever, which license shall commence and terminate on the dates/times listed below:

| License Area | Square Footage | Commencement Date | Expiration Date | License Fee(s) |
|---------------------|-----------------------|--------------------------|------------------------|-----------------------|
| See Attachment "1" | | | | |
| | | | | |
| | | | | |

By signing below, I hereby certify that I have the authority to represent and obligate Concessionaire, and that Concessionaire shall comply with all terms and conditions of the Agreement and this Facilities Use Permit applicable to the use of the License Area.

CONCESSIONAIRE:

Signature of Authorized Representative of Concessionaire

Date

Title

APPROVED BY COUNTY:

Director, Department of Airports

Date

TRANSMITTED TO AIRPORT FINANCE DIVISION BY:

DOA Properties

Date