

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></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 _____ Department _____ Unit _____ RSource _____
 Reporting Category _____

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

There is no fiscal impact.

C. Departmental Fiscal Review: Deborah Juncoson 6/20

III. REVIEW COMMENTS

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

Lisa Martin 6/28/2023 OFMB JH 6/27
 ESW 6/27/23
Ann S. Proctor 6/29/23 Contract Dev. and Control
 TPB 6/29/23

B. Legal Sufficiency:

Anne Nelson 7/5/23
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

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

ACCESS AGREEMENT

THIS ACCESS AGREEMENT ("Agreement") is made and entered into as of May 15, 2023, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County"), and POPSTROKE HOLDINGS, LLC, having its office and principal place of business at 1001 North U.S. Highway 1, Suite 500, Jupiter, FL 33477 ("Licensee").

WITNESSETH:

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

1. Term. The term of this Agreement shall commence upon execution of this Agreement by Palm Beach County (the "Effective Date") and expire at 4:00 p.m. on August 31, 2023, unless terminated earlier in accordance with the provisions of this Agreement (the "Term").

2. Right of Entry. During the Term, Licensee and its duly authorized agents and employees shall have the right to enter upon the property located at: SEE ATTACHED EXHIBIT "A" (the "Property") and for sole the purposes of surveying, soundings, drillings, appraisals, environmental assessments and examinations (the "Inspections") in order to evaluate the condition of the Property. All Inspections shall be performed by people or entities properly licensed in the respective areas or matters tested. Licensee shall perform or cause the Inspections to be performed in the least intrusive manner possible at its sole cost and expense and in a manner which minimizes the impact upon County's use of the Property. Licensee shall be solely responsible for, and shall, at its sole cost and expense, promptly repair any damage resulting from Licensee's exercise of the rights granted hereby, and restore any improvements or landscaping now existing or constructed within the Property to the condition it was in prior to such damage, using materials of like kind and quality. Licensee shall deliver to County complete copies of all reports or similar items evidencing the results of the Inspections. Licensee acknowledges and agrees that the rights granted by this Agreement are and shall be strictly limited to the right to perform the Inspections, and that Licensee may not utilize the Property for any other purpose whatsoever. Licensee shall promptly cause any lien imposed against the Property as a result of Licensee's exercise of the rights granted hereby to be discharged or transferred to bond. Licensee's obligations under this paragraph shall survive the termination or expiration of this Agreement until satisfied.

3. Condition of Property. Licensee acknowledges and agrees that County shall have no liability whatsoever relating to the condition of the Property and Licensee hereby knowingly enters the Property in its "As Is" condition. Licensee shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages, and/or causes of action arising as a result of Licensee, its agents, employees, licensees and invitees' entry onto the Property for any personal injury, loss of life and/or damage to property sustained by reason of or as a result of the use, occupancy and testing by Licensee, its agents, employees, licensees, invitees, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim. In the event that County shall be 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 costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Licensee's obligations under this paragraph shall survive the termination or expiration of this Agreement.

4. Insurance Requirements. Licensee shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Licensee, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Licensee under the Agreement. Licensee agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. Commercial General Liability Insurance. Licensee shall maintain Commercial General Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) per aggregate, which shall not exclude products/completed operations. County shall each be endorsed as an additional insured, and County's endorsement shall read as follows:

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

- B. Business Automobile Liability Insurance. Licensee shall maintain Business Automobile Liability Insurance covering all Owned, Hired, and Non-Owned Vehicles used in an amount of not less than One Million Dollars (\$1,000,000) Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability. Palm Beach County shall be named a Certificate Holder.

- C. Workers' Compensation Insurance & Employer's Liability: Licensee shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

- D. Umbrella or Excess Liability: Umbrella or Excess Liability policy may be used to satisfy the minimum requirements. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "each occurrence" limit for either Commercial General Liability or Business Auto Liability. Licensee shall endorse County as an "Additional Insured" on the Umbrella or Excess Liability policy; unless, the policy provides coverage on a "Follow-Form" basis.

- E. Waiver of Subrogation: Licensee agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, Licensee shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. The requirements of this paragraph shall not apply to any policy, a condition to which the policy specifically prohibits such an endorsement, or voids coverage if Licensee enters into such an agreement on a pre-loss basis.

- F. Certificates of Insurance: On execution of this Agreement by Licensee, within forty-eight (48) hours of a request by County, and prior to expiration of any of the required coverage throughout the term of this Agreement, Licensee shall deliver to the County or County's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners
c/o Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
E-Mail: properties@pbia.org

- G. Right to Revise or Reject: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

5. Notices. All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail, a nationally-recognized overnight mail delivery service or personal delivery to the following:

If to County: Palm Beach County Department of Airports
ATTN: Director
846, Palm Beach International Airport
West Palm Beach, Florida 33406-1491

With a copy to: Palm Beach County Attorney's Office
ATTN: Airport Attorney
301 North Olive Ave., Suite 601
West Palm Beach, FL 33401

If to Licensee: Popstroke Holdings, LLC
1001 North U.S. Highway 1, Suite 500
Jupiter, FL 33477

Either party may from time to time change the address or addresses to which notices under this Agreement shall be given to such party upon three (3) days prior written notice. The effective date of any notice shall be: (i) the date of delivery if such notice is delivered by personal delivery; (ii) three (3) business days after the date deposited in the United States mail if such notice is delivered by mail; or (iii) the next business day after the date deposited in overnight mail if such notice is delivered by a nationally-recognized overnight mail delivery service.

6. No Recording. This Agreement shall not be recorded in the Public Records of Palm Beach County. In the event Licensee records this Agreement, this Agreement shall automatically terminate and become null and void upon the date of recordation.

7. License. The parties acknowledge and agree that nothing in this Agreement shall be construed as granting Licensee any title, interest or estate in the Property. Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a license to enter the Property for the purposes set forth herein, which is expressly revocable by County for any reason whatsoever upon written notice to Licensee.

8. Termination. Either party may terminate this Agreement upon written notice to the other party, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations that expressly survive the termination or expiration of this Agreement.

9. Venue. This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

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

11. Construction/Severability. No party shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document so as to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause or provision hereof 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.

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 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.

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.

14. Non-Discrimination. Licensee shall comply with the County and federal nondiscrimination provisions attached in Exhibit "B" (the "Nondiscrimination Provisions").

15. Scrutinized Companies. As provided in F.S. 287.135, by entering into this Lease or performing any work in furtherance hereof, 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 Lease may be terminated at the option of County. As provided in F.S. 287.135, by entering into this Lease or performing any work in furtherance hereof, 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 Lease may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Lease shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Lease renewal, if applicable.

16. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

17. Effective Date. This Agreement shall become effective upon execution by the parties hereto.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date as of the first above written.

WITNESSES:

By: *Jul Large*
Signature

Shawna Larose
Print Name

By: *Rebecca Reed*
Signature

Rebecca Reed
Print Name

PALM BEACH COUNTY:

By: *Anna Bels* *EW*
Director of Airports

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: *Armine Delgado*
County Attorney

WITNESSES:

Signed in the presence of:

By: *Megan Adams*
Signature

Megan Adams
Print Name

By: *Craig Mooney*
Signature

Craig mooney
Print Name

LICENSEE:

POPSTROKE HOLDINGS, LLC

By: *[Signature]*
Signature

Gregory Bartol
(Print Signatory's Name)

CEO
(Print Signatory's Title)

(seal)

EXHIBIT "A"

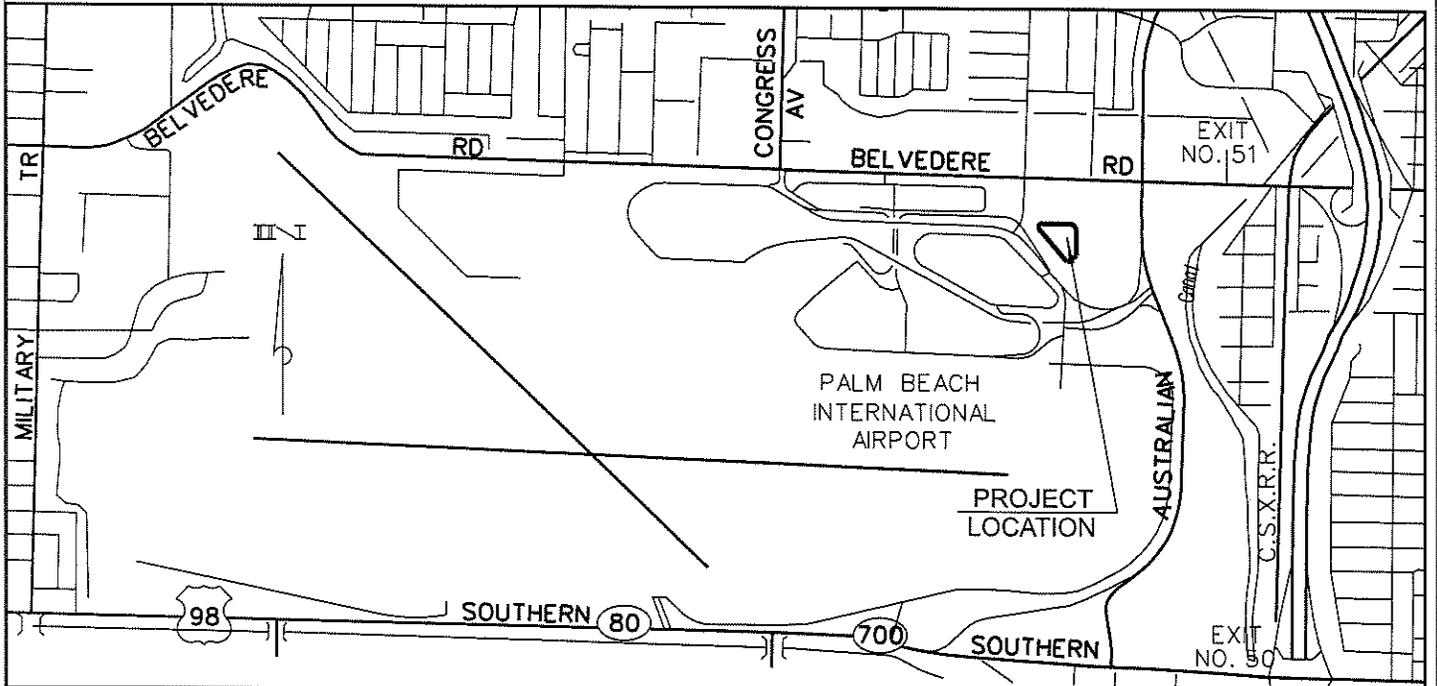
PBIA LEASE PARCEL
N-11-R

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY AS RECORDED IN OFFICIAL RECORD BOOK 619, PAGE 334 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32; THENCE SOUTH 88°26'29" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 172.76 FEET; THENCE SOUTH 01°33'31" WEST AT RIGHT ANGLES TO SAID SECTION LINE, A DISTANCE OF 568.73 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°26'30" EAST A DISTANCE OF 248.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 58.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'44" AN ARC DISTANCE OF 70.82' TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH EAST AND HAVING A RADIUS OF 63.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°19'10" AN ARC DISTANCE OF 32.49 FEET TO A POINT ON A NONTANGENT LINE; THENCE SOUTH 00°00'00" WEST A DISTANCE OF 327.93 FEET; THENCE SOUTH 55°39'05" WEST A DISTANCE OF 145.37 FEET; THENCE NORTH 40°18'49" WEST A DISTANCE OF 534.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 45.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°27'00" AN ARC DISTANCE OF 34.50 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 50.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°28'05" AN ARC DISTANCE OF 76.21 FEET; THENCE SOUTH 00°23'44" EAST ALONG A RADIAL LINE TO THE PREVIOUS CURVE A DISTANCE OF 6.50 FEET; THENCE NORTH 89°02'34" EAST A DISTANCE OF 106.36 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 146,937 SQUARE FEET OR 3.3732 ACRES MORE OR LESS.

SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST



LOCATION MAP
N.T.S.

SHEET: 1
OF: 3
PROJECT NO.
2019013-08

PROJECT:
**PALM BEACH
INTERNATIONAL AIRPORT
LEASE PARCEL N-11-R**

DESIGN FILE NAME: S-1-23-4260.DGN
DRAWING NO.: S-1-23-4260

NO.	REVISION	BY	DATE

DATE DRAWN: 06/09/2023
SCALE: 1"=80'
APPROVED: C.S.P.
DRAWN: S.T.A.
CHECKED: C.S.P.
FIELD BOOK NO.

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
2300 NORTH JOG ROAD
WEST PALM BEACH, FLORIDA 33411

LEGEND

- | | |
|----------------------------------|---|
| △ = DELTA | F.P.L. = FLORIDA POWER & LIGHT |
| L = LENGTH | O.R.B. = OFFICIAL RECORD BOOK |
| R = RADIUS | P.C.P. = PERMANENT CONTROL POINT |
| (C) = CALCULATED | P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER |
| (D) = DEED | P.R.M. = PERMANENT REFERENCE MONUMENT |
| (P) = PLAT | P.O.B. = POINT OF BEGINNING |
| (D & M) = DIMENSIONED & MEASURED | P.O.C. = POINT OF COMMENCEMENT |
| ⊙ = CENTERLINE | N.T.S. = NOT TO SCALE |
| L.S. = LICENSED SURVEYOR | P.B.I.A. = PALM BEACH INTERNATIONAL AIRPORT |
| P.B. = PLAT BOOK | |

BEARINGS ARE BASED ON A GRID (NAD 83, 1990 ADJUSTMENT) BEARING OF SOUTH 88°26'29" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST AS DETERMINED BY PALM BEACH COUNTY AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY CRAIG S. PUSEY, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

COORDINATES SHOWN ARE GRID
DATUM = NAD 83, 1990 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNITS = US SURVEY FOOT
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND. UNLESS OTHERWISE NOTED.
PROJECT SCALE FACTOR = 1.000044878
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

THIS IS NOT A SURVEY

NOT VALID WITHOUT THE DIGITAL SIGNATURE AND/OR ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID LEGAL AND SKETCH MEETS THE FLORIDA STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

CRAIG S. PUSEY P.S.M.
FLORIDA CERTIFICATE NO. 5019

DATE

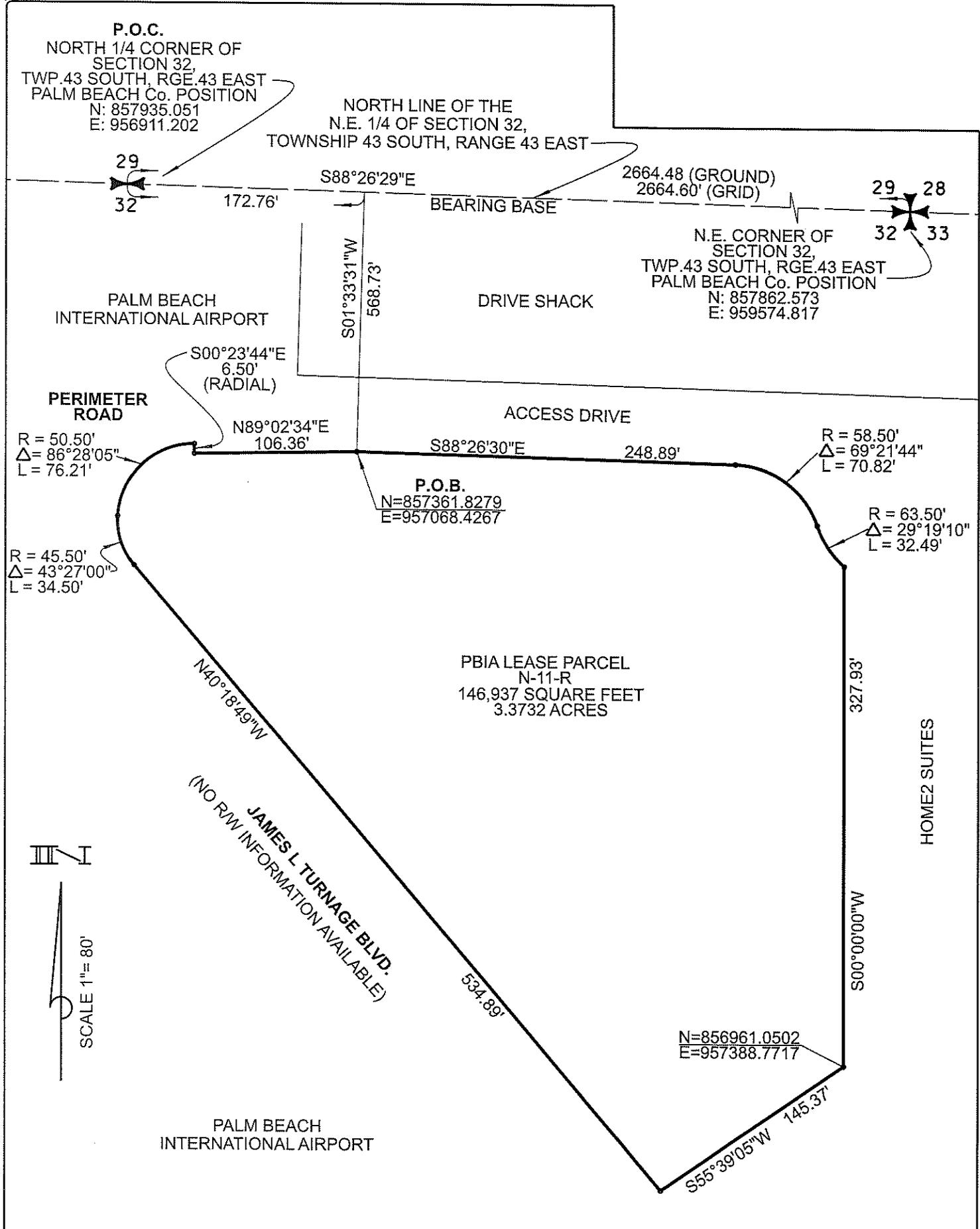


EXHIBIT "B"
NONDISCRIMINATION PROVISIONS

WHEN USED HEREIN, THE TERM "CONTRACTOR" MEANS TENANT-LESSEE-LICENSEE-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.

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF Florida
(State)
COUNTY OF Palm Beach
(County)

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the MANAGER of POPSTROKE HOLDINGS LLC,
(title: e.g. Manager, Member, etc.) (company name)
a limited liability company organized and existing under the laws of the State of
Popstroke Holdings, LLC ("Company"). DELAWARE

2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.

3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

4. The company is a [select (a) or (b)] (a) manager managed or (b) member managed limited liability company.

5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.

6. The undersigned has the right and authority to enter into that certain Access Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.

7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

[Handwritten Signature]
[sign name]

Gregory Bartoli, Individually and as
[print name]
[select one: Member or Manager]

Sworn to (or affirmed) and subscribed before me by means of [select one] physical presence -OR- online notarization, this 5 day of MAY, 2023, by Gregory Bartoli,
[name of person making statement]

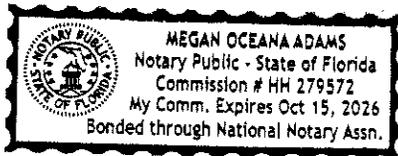
[select one] Member Manager of Popstroke Holdings, LLC, on behalf of the Company, who [select one] is personally known to me -OR- produced _____, as identification and who did take an oath.

Megan Adams
Notary Signature

Megan Adams
Print Notary Name

NOTARY PUBLIC
State of Florida at large

My Commission Expires:
10/15/2026





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tequesta Insurance Advisors, a Marsh & McLennan Agency LLC Company 218 South Hwy 1, Suite 300 Jupiter FL 33469		CONTACT NAME: Jennifer Rubiera PHONE (A/C, No. Ext): 561-354-2603 FAX (A/C, No.): E-MAIL ADDRESS: Jennifer.Rubiera@Marshmma.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED Popstroke Holdings, LLC 1001 US Hwy 1 Suite 500 Jupiter FL 33477		INSURER A: Everest Indemnity Insurance Company 99 INSURER B: Zenith Insurance Company 13269 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 169677694

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	S18ML0278221	12/13/2022	12/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	S18EX0220221	12/13/2022	12/13/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Z137517001	3/4/2023	3/4/2024	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability	Y	Y	S18ML0278221	12/13/2022	12/31/2023	Each Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location - A parcel of land located within Palm Beach International Airport Property as recorded in official record Book 619, Page 334 of the public records of Palm Beach County Florida, situated in Section 32, Township 43 South, Range 43 east. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed Additional Insured.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
 c/o Department of Airports
 846 Palm Beach International Airport
 West Palm Beach, FL 33406-1470

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.