

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

**Meeting Date: July 8, 2025**

**[X] Consent**

☐ Regular

## [ ] Workshop

☐ **Public Hearing**

**Submitted By: Department of Airports**

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve: a First Amendment (Amendment) to Food, Beverage and Retail Concession Agreement (Agreement) at the Palm Beach International Airport (PBI) (R2025-0522) with Paradies Lagardere @ PBI, LLC, a Florida limited liability company (Paradies), providing for the inclusion of a national market concept for payment of 10% of gross revenues from sales, the update of provisions related to the inclusion of local agricultural products and food and beverage items for customers with dietary restrictions, and the replacement of a specialty retail unit with a locally-branded coffee concept.**

**Summary:** On April 22, 2025, the Board of County Commissioners (BCC) approved the Agreement with Paradies and requested staff to negotiate certain changes to the Agreement, which included replacing a propriety market concept with a nationally-branded market concept; ensuring that food and beverage options are available for customers with dietary restrictions; and that local agricultural products are incorporated in Paradies' food and beverage menu items/products. The Amendment replaces the Verdi Market, a proprietary market concept, with Plum Market, a national market concept, and updates provisions related to the availability of kosher, vegan, gluten-free and dairy-free food and beverage items and the use of local agricultural products to strengthen the requirements in accordance with BCC direction. To offset additional royalty fee payments to be incurred by Paradies, the privilege fee to the County for sales from Plum Market will be reduced from payment of 15% of gross revenues to 10%. Pumphouse Coffee, a locally-branded coffee concept, was included in the Verdi Market as a part of the original proposal. In order to retain the concept in the concessions program, Paradies requested moving Pumphouse Coffee to a small unit originally designated for specialty retail. Paradies will include the specialty retail items designated for this unit in its other shops rather than a stand-alone unit. The change will also help to ensure coffee remains available on Concourse C at all times during construction. The Amendment also updates federal subordination provisions to ensure continued consistency with federal requirements. **Countywide (AH)**

**Background and Justification:** The BCC directed staff to negotiate certain changes to the Agreement with Paradies following the award of the Agreement. This item provides for the implementation of the BCC's requested changes.

**Attachments:**

- 1. First Amendment (3) (w/Exhibits A and B)**

**Recommended By:**

Department Director

6/5/25

Date \_\_\_\_\_

**Approved By:**

**Assistant County Administrator**

4/10/25

Date \_\_\_\_\_

## 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 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 4461  
Reporting Category \_\_\_\_\_

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

The Amendment modifies the concession category for market concepts to provide reduced privilege fees for branded markets. Proprietary markets will require payment of 15% of gross revenues, and branded markets will require payment of 10% of gross revenues. The fiscal impact, if any, of this change cannot be determined at this time since revenues are based on sales.

C. Departmental Fiscal Review:

### III. REVIEW COMMENTS

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

ASD/DC 6/6/25  
OFMB 6/5 JAL/15

Brande Grant 6/9/25  
Contract Dev. and Control 26/6/9/25

B. Legal Sufficiency:

Anne Delgant 6/10/25  
Assistant County Attorney

C. Other Department Review:

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

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

**FIRST AMENDMENT TO  
FOOD, BEVERAGE AND RETAIL CONCESSION AGREEMENT**

**THIS FIRST AMENDMENT TO FOOD, BEVERAGE AND RETAIL CONCESSION AGREEMENT** ("Amendment"), made and entered into July 8, 2025 by and between **Palm Beach County**, a political subdivision of the State of Florida ("County"), and **Paradies Lagardere @ PBI, LLC**, a Georgia limited liability company, whose address is 2849 Paces Ferry Road, Overlook I, 4<sup>th</sup> Floor, Atlanta, GA 30339 ("Concessionaire").

**WITNESSETH:**

**WHEREAS**, on April 22, 2025, Concessionaire was awarded that certain Food, Beverage and Retail Concession Agreement (R2025-0522) (the "Agreement"), for the design, development, permitting, construction, operation, management and maintenance of food, beverage and retail concessions at the Airport; and

**WHEREAS**, County and Concessionaire desire to amend the Agreement as provided herein.

**NOW, THEREFORE**, in consideration of the concession rights granted herein, the rights and privileges and the mutual covenants and conditions hereinafter contained and other valuable considerations, the parties hereto agree, for themselves, their successors, and assigns, as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. Exhibit "A" to the Agreement is deleted in its entirety and replaced with the attached Exhibit "A", Assigned Premises.
3. Exhibit "H", to the Agreement is deleted in its entirety and replaced with the attached Exhibit "H", Federal Contract Provisions.
4. Section 2.09, Annual Privilege Fee, of the Agreement is deleted in its entirety and replaced with the following Section 2.09:

2.09 Annual Privilege Fee means the sum of the following:

- A. Eighteen percent (18%) of annual Gross Revenues from all alcohol sold for consumption at the Airport, regardless of Concession Category, concept or location; and
- B. Except as otherwise provided for in Section 2.09(A) above,
  1. Twelve percent (12%) of annual Gross Revenues from all Casual Dining and Fast Casual Dining locations at the Airport;
  2. Thirteen percent (13%) of annual Gross Revenues from all Quick Serve Restaurant locations, including Food Halls, at the Airport;

3. Fifteen percent (15%) of annual Gross Revenues from all Coffee and Gourmet Coffee locations at the Airport;
4. Fifteen percent (15%) of annual Gross Revenues from all Vending Machines and Kiosks at the Airport;
5. Eighteen percent (18%) of annual Gross Revenues from all Convenience/News & Gift locations at the Airport;
6. Twelve percent (12%) of annual Gross Revenues from all Specialty Retail locations at the Airport; and
7. Fifteen percent (15%) of annual Gross Revenues from all Proprietary Branded Market locations and ten percent (10%) participation from Local, Regional or National Brand Market locations. Prepared Local Brand Coffee sold within a Market shall be at the percentage applicable to the Market as a whole.

The percentage of Gross Revenues payable to County for each Future Concession Unit shall be determined by County based on the Concession Category to be operated from the Future Concession Unit. In the event County authorizes a change to the Concession Category of a Concession Unit, the percentage of Gross Revenues payable to County for the Concession Unit shall be determined by County based on the Concession Category. Concessionaire shall not change any Concession Category or Brand of any Concession Unit without the prior written approval of County, which may be granted or withheld in County's sole and absolute discretion. The specific Concession Categories set forth in this Section are defined in Exhibit "B".

5. Section 5.04(C), *Quality of Products and Services*, of the Agreement is deleted in its entirety and replaced with the following Section 5.04(C):

- C. Concessionaire acknowledges and agrees the importance of ensuring all customers have food and beverage options available at the Airport. Accordingly, Concessionaire agrees to ensure kosher, vegan, gluten-free and dairy-free food and beverage options are reasonably available to its customers at the Airport and to use commercially reasonable efforts to incorporate local agricultural products produced in Palm Beach County in its menu offerings and prepared products (hereinafter collectively referred to as "Required Offerings") sold at the Airport. Concessionaire shall properly identify all kosher, vegan, gluten-free and dairy-free food and beverage options for ease of reference by the customer on its menus and packaging and highlight use of local agricultural products on its menu offerings and prepared products where applicable. Concessionaire's employees shall be properly trained to understand the importance of dietary restrictions and be capable of providing assistance to customers with dietary restrictions upon request. County may review Concessionaire's menu offerings and prepared products from time to time to ensure compliance with the requirements of this subsection. In the event County determines, in its reasonable discretion, that Concessionaire has not

sufficiently endeavored to incorporate the Required Offerings, Concessionaire shall provide a plan and schedule for achieving compliance with the requirements of this subsection to County for its approval, which approval shall not be unreasonably withheld, delayed or conditioned, and Concessionaire shall implement the plan approved by County. Concessionaire shall, upon County's request, provide a list of kosher, vegan, gluten-free and dairy-free options provided at the Airport by location and a list of local agricultural vendors and products used by Concessionaire in its food and beverage offerings at the Airport. Nothing herein shall be construed as requiring Concessionaire to purchase Required Offerings from a particular vendor or vendors or utilizing particular agricultural products in its menu offerings or prepared products.

6. Sections 17.01 and 17.02 of the Agreement are deleted in their entirety and replaced with the following:

17.01 Nondiscrimination in County Contracts. The 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 R2025-0748, as may be amended, Concessionaire 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, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, Concessionaire represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, Concessionaire shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Concessionaire retaliate against any person for reporting instances of such discrimination. Concessionaire shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. Concessionaire understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Concessionaire shall include this language in its subcontracts.

17.02 Federal Contract Provisions. Concessionaire shall comply with the Federal Contract Provisions set forth in Exhibit "H", attached hereto and incorporated herein by reference, as may be amended by the Federal Aviation Administration or

any successor agency with jurisdiction over County. County may update the Federal Contract Provisions by providing written notice thereof to Concessionaire, whereupon, this Agreement shall be considered amended, without formal amendment thereto, to replace Exhibit "H". Concessionaire shall require all contractors, subcontractors, sub-concessionaires, joint venture partners and any other company doing business by, or through Concessionaire, at the Airport to comply with the Federal Contract Provisions and shall incorporate the Federal Contract Provisions in all subcontracts and agreements with companies performing services under this Agreement.

7. Section 22.06 of the Agreement is deleted in its entirety and replaced with the following:

22.06 Subordination to Governmental Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which County acquired the land or improvements thereon and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Concessionaire understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America or the State of Florida, and their respective agencies, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds, including, without limitation, grant agreements and associated assurances, (hereinafter collectively referred to as "Grant Obligations"). The Grant Obligations shall be considered incorporated into this Agreement by reference, including any amendments or modifications thereto.

Notwithstanding any provision of this Agreement to the contrary, Concessionaire agrees it shall comply with all Grant Obligations applicable to Concessionaire by virtue of this Agreement. County agrees to provide Concessionaire with written notice of any new or amended Grant Obligations, which modify Concessionaire's obligations hereunder. In the event of conflict between any provision of this Agreement and the Grant Obligations, the parties acknowledge and agree the provisions of the Grant Obligations shall prevail.

8. 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.

9. Conflict. In the event of a conflict between any provision of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

10. 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.

11. Exhibits. All exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Amendment and the Agreement by reference.

12. Effective Date. This Amendment shall become effective upon approval by the Board of County Commissioners of Palm Beach County and execution by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have 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, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Maria G. Marino, Mayor

(Seal)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:  
*Anne Delgant*  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS:  
*James Burke*  
Director, Department of Airports

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

CONCESSIONAIRE:  
PARADIES LAGARDERE @ PBI, LLC

*Karen Suttle*  
Signature  
Karen Suttle  
Print Name  
*Christine Thomas*  
Signature  
Christine Thomas  
Print Name

By: *Gregg Paradies*  
Signature  
Gregg Paradies  
Print Name  
President & CEO  
Title

(Seal)

**EXHIBIT "A"**  
**ASSIGNED PREMISES**

Unit	Location	Concession Category	Concept Name	Approx. S.F.
MT-3	Main Terminal, Level 2, Center	F&B Casual Dining w/Specialty Retail	The Turn by PGA Tour with golf simulator & Golden Tee Golf Game to be maintained by Concessionaire	2,500
MT-2	Main Terminal, Level 2, East	Market with Coffee	Worth Avenue Market with Dunkin'/Paneterie fresh grab & go	2,500
C-1	Concourse C	Convenience/News & Gift, (featuring Local and Regional Brand Products proposed for Ocean Blvd. Collection in addition to National Products)	Flagler Exchange	1,315
C-2	Concourse C	Coffee/Gourmet Coffee	Starbucks Coffee	1,116
C-3	Concourse C	Alcohol/Bar w/Fast Casual Dining	Coastal Cask by Bulleit Frontier Whiskey	1,897
C-4	Concourse C	Casual Dining	Pistache French Bistro	1,401
C-5a	Concourse C	Food Hall – QSR with Shared Seating	Havana Cuban	3,040
C-5b	Concourse C		TooJay's	
C-5c	Concourse C		Tropical Smoothie	
C-6 C-7	Concourse C	Market w/Gourmet Coffee and Alcohol/Bar w/shared seating	Vino Volo + Verdi Market featuring Blue Mountain Coffee (or other Coffee as approved by County)	2,678
C-8	Concourse C	Gourmet Coffee	Pumphouse Coffee	520
<b>VENDING/KIOSK LOCATIONS</b> <i>(the Number and Type of Vending Machines/Kiosks shall be subject to approval by County)</i>				
MT-V3	MT Level 2, Checkpoint "C"	F&B Vending Machine, including coffee		
MT-V4	Main Terminal, Airport Ops	F&B Vending Machine for employee breakroom		
MT-V5	MT Level 2, East Elevators	F&B Vending Machine		
BC-V2	Baggage Claim, Level 1, East	Upscale F&B Vending Machine & Retail Vending Machine - Travel Essentials		
C-V1	Concourse C	Upscale F&B Vending Machine		
C-V2	Concourse C	Branded Kiosk, subject to review and approval of County as to size, location & branding		
846-V1	DOA Admin.	F&B Vending Machine		

*Notwithstanding any provision of this Agreement to the contrary, Concessionaire acknowledges and agrees the final concepts, design, locations, boundaries and square footage of each Concession Unit, including kiosk/vending units and temporary concession units, shall be subject to approval of County in its sole and absolute discretion.*



**EXHIBIT "A"**  
**ASSIGNED PREMISES**

*Floorplans of the airport are CONFIDENTIAL and exempt from the public records release under F.S. 119.071(3)(b)*

*The drawings on the following pages will be removed from any copy of this Agreement provided for distribution.*

EXHIBIT “H”  
FEDERAL CONTRACT PROVISIONS

A. Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this Agreement, Concessionaire, for itself, its assignees, and successors in interest, agrees as follows:

1. Compliance with Regulations: Concessionaire 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: Concessionaire, 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. Concessionaire 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 Concessionaire 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 Concessionaire of Concessionaire’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: Concessionaire 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, Concessionaire 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 Concessionaire under this Agreement until Concessionaire complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: Concessionaire 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. Concessionaire 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 Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Concessionaire may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Concessionaire 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, Concessionaire, 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. Concessionaire 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 Concessionaire will use the Concessionaire 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 Concessionaire 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.

Concessionaire 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 Concessionaire 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. Concessionaire 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. Concessionaire 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.

Concessionaire 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 Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as Concessionaire. This provision obligates Concessionaire for the period during which the property is owned, used or possessed by Concessionaire 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.