

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(\$1,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>(\$1,000)</u></u>	_____	_____	_____	_____
# 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 8452 Resource 4416
 Reporting Category _____

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

The License provides for payment of a single, lump sum license fee of \$1,000.

C. Departmental Fiscal Review: *Wendee Mancanson*

III. REVIEW COMMENTS

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

ASD/AC 1/15/26
1/15 OFMB *QA 1/15*

Brandi Smith 1/16/26
 Contract Dev. and Control 2/9 1/16/26

B. Legal Sufficiency:

Arme Adelant 1-20-26
 Assistant County Attorney

C. Other Department Review:

 Department Director

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") made and entered into this 11th day of December, 2025, ("Effective Date") by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and Popstroke West Palm Beach, LLC, a Florida limited liability company, having its office and principal place of business at 1001 North U.S. Highway 1, Suite 500, Jupiter, FL 33477 ("Licensee").

WITNESSETH:

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

WHEREAS, County is the owner of that certain real property as more particularly depicted on the attached Exhibit "A"; and

WHEREAS, Licensee operates an indoor and outdoor golf-related entertainment, food and beverage venue on the Airport (the "Facility") pursuant to that certain Development Site Lease Agreement dated August 22, 2023 (R2023-1154, as amended), ("Lease"); and

WHEREAS, Licensee is hosting a one-day event at the Facility and desires to use property adjacent to the Facility for temporary overflow parking of vehicles; and

WHEREAS, County is willing to grant Licensee a revocable license to use the Licensed Property for overflow parking purposes in connection with Licensee's operation at the Facility, as hereinafter defined.

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

ARTICLE 1 BASIC PROVISIONS

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

1.02 Licensed Property. The Property, which is the subject of this Agreement, as more particularly identified in Exhibit "A", attached hereto and incorporated herein (the "Licensed Property").

ARTICLE 2 LENGTH OF TERM AND COMMENCEMENT DATE

Licensee shall be permitted to use the Licensed Property on Thursday, December 11, 2025, from 10:00 A.M. until 7:00 P.M. (the "Commencement Date"). Licensee shall not be permitted to use the Licensed Property on any other days or at any other times other than those specifically listed herein. Notwithstanding the foregoing, this Agreement shall automatically terminate upon the expiration or earlier termination of the Lease.

**ARTICLE 3
LICENSE FEE**

Licensee shall pay County for the use and occupancy of the Licensed Property a license fee in the amount of One Thousand Dollars (\$1,000.00), together with applicable sales taxes thereon. The license fee shall be payable without demand and without any deduction, holdback, or set off whatsoever, within thirty (30) days from the date of the Department's invoice.

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

4.01 Use of the Licensed Property; Patron Safety. Licensee shall use the Licensed Property solely and exclusively for overflow parking in connection with Licensee's entertainment and dining facilities on the Popstroke Leasehold. Neither overnight parking nor paid parking shall be permitted on the Licensed Property. Licensee shall not use, permit or suffer the use of the Licensed Property for any other business or purpose whatsoever. Licensee and County desire that to provide for the safety of patrons to the Facility customers utilizing parking shall be encouraged to utilize a shuttle service to be provided by Licensee, and to the extent possible, Licensee will make valet service available and provide signage to discourage patrons from walking to or from the Property and the Facility.

4.02 Improvements. Licensee shall make no improvements, alterations or additions to the Licensed Property whatsoever, without the prior written consent of the Department, which may be granted or withheld in the Department's sole and absolute discretion.

4.03 Condition of the Licensed Property. Licensee accepts the Licensed Property in its "As is", "Where is" condition as of the Commencement Date. Licensee further acknowledges that County has not made any warranties or representations of any nature whatsoever regarding the Licensed Property including, but not limited to, any warranties or representations relating to the physical condition of the Licensed Property or any improvements located therein, or the suitability of the Licensed Property or any improvements for the Licensee's intended use. Licensee assumes all risk of damage and loss to vehicles utilizing the Leasehold Premises. Licensee shall monitor the condition of the Licensed Premises and perform such maintenance or repairs as necessary at Licensee's expense to provide a suitable parking and walking surface.

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

4.05 Compliance with Laws. Licensee shall, at its sole cost and expense, secure any and all required licenses and permits and shall comply with all local, state and federal laws pertaining to Licensee or its use of the Licensed Property, including all applicable zoning, building and fire laws and regulations. Licensee acknowledges and agrees that County has made no representations whatsoever regarding Licensee's ability to use the Licensed Property for the purposes set forth in this Agreement. Licensee shall ensure that its invitees, guests and any all other persons entering the Licensed Property with or without Licensee's consent or knowledge comply with all applicable laws on the Licensed Property. Licensee shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. The foregoing indemnification agreement shall survive the expiration or earlier termination of this Agreement.

4.06 Non-Discrimination. 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, Contractor warrants and represents that throughout the term of the Registration, 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, the Licensee 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, the Licensee 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 the Licensee retaliate against any person for reporting instances of such discrimination. The Licensee 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. The Licensee understands and agrees that a material violation of this clause shall be considered a material breach of this Contract 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. Licensee shall include this language in its subcontracts.

4.07 Federal Contract Provisions. Contractor shall comply with all applicable requirements of the Federal Contract Provisions set forth in Exhibit "C", which may be amended or updated from time to time upon written notice by County to Licensee, without formal amendment hereto.

4.08 Surrender of the Licensed Property. Unless otherwise agreed to by County in writing, upon expiration or earlier termination of Licensee's license to use the Licensed Property, Licensee, at its sole cost and expense, shall surrender the Licensed Property to the County, and restore the condition of the Licensed Property to at least the same condition as the Licensed Property was in as of the Commencement Date of this Agreement.

4.09 County's Right to Enter. County shall have the right to enter the Licensed Property at any time, without notice, for any purpose whatsoever. County agrees to exercise reasonable efforts to minimize interference with or disruption of Licensee's operations on the Licensed Property; provided, however, County shall not be required to expend additional sums of money in order to comply with the foregoing requirement. In the event that a County work activity must take place within the Licensed Property during Licensee's operating hours, which will disrupt or interfere with the Licensee's operations, County will endeavor to provide prior notice to Licensee. The notice requirements provided under Section 10.04 shall not apply to this Section.

ARTICLE 5 REPAIRS AND MAINTENANCE OF LICENSED PROPERTY/SECURITY

5.01 Repairs & Maintenance. County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Licensed Property. All portions of the Licensed Property and all improvements erected on the Licensed Property shall be kept in good repair and condition by Licensee. Licensee shall maintain the Licensed Property free of trash and debris. Upon expiration or earlier termination of this Agreement, Licensee shall deliver the Licensed Property to County in good repair and condition as specified herein, free of all improvements constructed by Licensee, if any. In the event of any damage to the Licensed Property, County may complete the necessary repairs or maintenance of the Licensed Property and Licensee shall reimburse County for all expenses incurred by County in doing so, plus a twenty-five percent (25%) administrative fee, within fifteen (15) days after written request for reimbursement from County.

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

Sheriff's Office and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Licensed Property, shall be the sole responsibility of Licensee and shall involve no additional cost to County.

ARTICLE 6 INSURANCE

6.01 Maintenance of Insurance. Licensee agrees to maintain, on a primary basis and at its sole expense, at all times during the Term of this Agreement, and any extension thereof, the insurance coverages and limits set forth in the Lease, which insurance coverages are incorporated herein by reference. The requirements contained therein, as well as County's review or acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this Agreement.

ARTICLE 7 INDEMNIFICATION

Licensee shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence in, upon or at the Licensed Property; (ii) the occupancy or use by Licensee of the Licensed Property or any part thereof; or (iii) any act or omission of Licensee, its agents, contractors, employees or invitees. In the event the County is made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Licensee recognizes the broad nature of this indemnification provision and specifically acknowledges the receipt of good and value separate consideration in support thereof. This provision shall survive expiration or earlier termination of this Agreement.

ARTICLE 8 ASSIGNMENT

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

ARTICLE 9 REVOCATION OF LICENSE/DEFAULT

9.01 Revocation of License. Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a non-exclusive license to use the Licensed Property, which license is expressly revocable by County for any reason whatsoever upon notice to Licensee. Upon notice from County of the revocation of the license granted hereby, this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

9.02 Termination for Convenience by Licensee. Licensee may terminate this Agreement for convenience upon five (5) days prior written notice to County, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Agreement.

9.03 Default. Failure to perform or observe any of the agreements, covenants or conditions contained in this Agreement to be performed or observed by such party upon five (5) days prior written notice shall constitute a default of this Agreement. A default by Licensee of the Contract, or any permit, lease or other agreement between County and Licenses, which default has not been cured within the applicable cure period provided in such Contract, permit, lease or other agreement, shall constitute a default of this agreement.

**ARTICLE 10
MISCELLANEOUS**

10.01 Subordination to Bond Resolution. This Agreement and all rights granted to Licensee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R84-427), as amended and supplemented ("Bond Resolution"), and County and Licensee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Licensee and County with the terms and provisions of this Agreement and Bond Resolution.

10.02 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. Contractor 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, Contractor agrees it shall comply with all Grant Obligations applicable to Contractor by virtue of this Agreement. County agrees to provide Contractor with written notice of any new or amended Grant Obligations, which modify Contractor'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.

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

10.04 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, telecopied or faxed (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

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

- (b) If to the Licensee at:
Greg Bartoli
Popstroke West Palm Beach, LLC
1001 North U.S. Highway 1, Suite 500
Jupiter, FL 33477

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

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

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

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

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

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

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

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

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

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

10.14 Scrutinized Companies. As provided in Section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the Licensee certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, Florida Statutes. Pursuant to Section 287.135(3)(b), Florida Statutes, if Licensee is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of 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 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 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 Licensee, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

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

10.16 Effective Date. This Agreement shall become effective when executed by the parties hereto.

{Remainder of page intentionally left blank.}

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

WITNESSES:

Shawna Larose
Signature
Shawna Larose
Typed or Printed Name

a. andujar
Signature
Allison Andujar
Typed or Printed Name

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

By: Laura Bubb
Director of Airports

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: [Signature]
County Attorney

WITNESSES:

Megan Adams
Signature
Megan Adams
Typed or Printed Name

Joni Taylor
Signature
Joni Taylor
Typed or Printed Name

**LICENSEE:
POPSTROKE WEST PALM BEACH, LLC**

By: [Signature]
Gregory Bartoli, CEO

(Seal)

EXHIBIT "A"
THE LICENSED PROPERTY

A PARCEL OF LAND CONTAINING APPROXIMATELY 40,000 SQUARE FEET
(APPROXIMATELY 200' x 200')
LYING ADJACENT TO THE
CELL PHONE WAITING LOT AT THE AIRPORT

(Approx. 200' x 200')

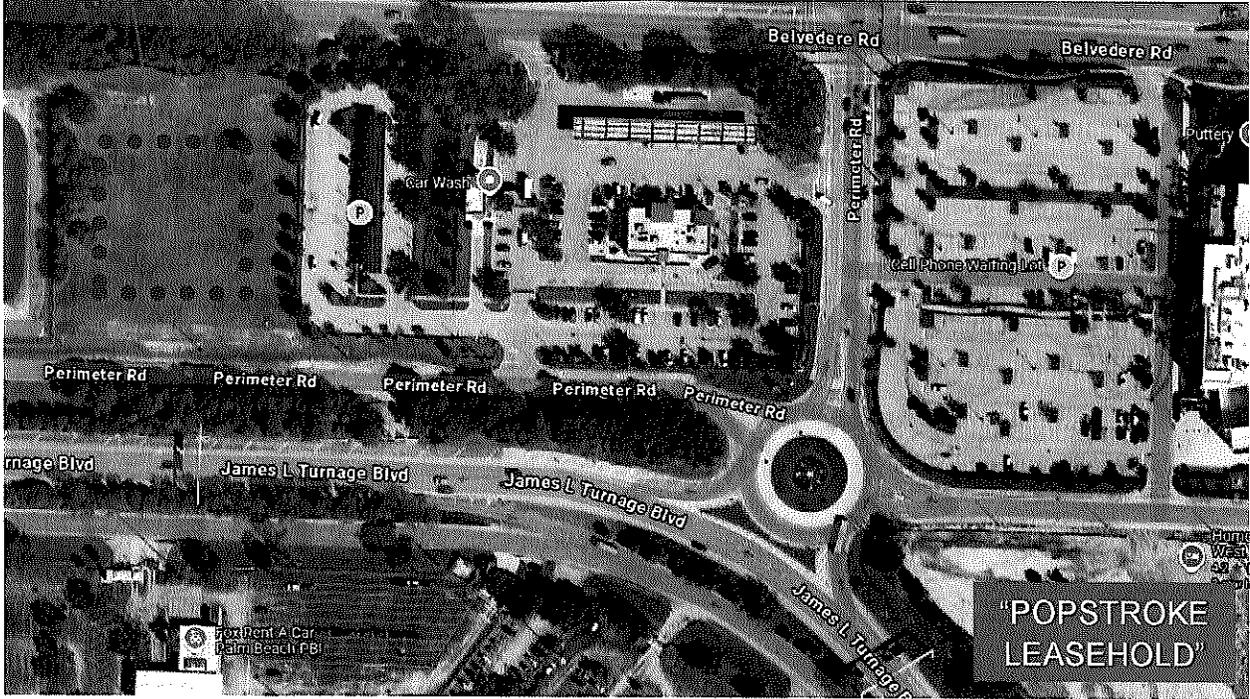


EXHIBIT "B"

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 Popstroke West Palm Beach, LLC, Licensee and attest that Licensee 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]
(signature of officer or representative)

Greg Bartoli
(printed name of officer or representative)

State of Florida

County of Palm Beach

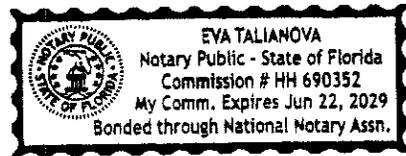
Sworn to and subscribed before me by means of physical presence or online notarization this, _____
11 day of December 2025 by Greg Bartoli.

Personally known OR produced identification .

Type of identification produced _____.

[Signature]

NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)

Exhibit "C"

Federal Contract Provisions

FEDERAL CONTRACT PROVISIONS

A. Title VI Clauses for Compliance with Nondiscrimination Requirements.

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

1. Compliance with Regulations: Tenant 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: Tenant, 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. Tenant 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 Tenant 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 Tenant of Tenant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: Tenant 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, Tenant 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 Tenant under this Agreement until Tenant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: Tenant 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. Tenant 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 Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Tenant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Tenant 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, Tenant, 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. Tenant 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 Tenant will use the Tenant 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 Tenant 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.

Tenant 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 Tenant 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. Tenant 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. Tenant 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.

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