

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: April 14, 2026

Consent Regular
 Workshop Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Second Amendment (Amendment) to Common Use Airport Lounge Concession Agreement at the Palm Beach International Airport (PBI) (R2018-1360) (Agreement) with Gideon Toal Management Services, LLC, a Texas limited liability company (GTMS); providing for extension of the Agreement from May 1, 2026 to December 31, 2028, subject to the County’s right to terminate for convenience; and updating various provisions to ensure compliance with applicable laws.

Summary: The Agreement provides for the development, operation, management and maintenance of a common use airport lounge at PBI by GTMS. The term of the Agreement expires on April 30, 2026, with no option to renew. The lounge will be displaced by construction of a corridor to facilitate the post-security connection of Concourses A/B with Concourse C (Connector Project) at the PBI terminal. The first phase of the Connector Project is anticipated to commence in December 2026, which includes replacement of the skylight and demolition of existing concession spaces. The lounge will need to be demolished in a later phase of construction to provide for the construction of the corridor. To provide for uninterrupted service to PBI’s passengers, the Department of Airports recommends the extension of the Agreement to December 30, 2028, with the right to terminate for convenience upon 60 days’ prior written notice when the lounge space is needed to facilitate the construction of the Connector Project. During the extended term, GTMS will pay concession fees equal to 14% of gross revenues, excluding alcohol sales, and 20% of gross revenues from alcohol sales. The Amendment updates various provisions to ensure compliance with applicable laws, including those related to non-discrimination, scrutinized companies, human trafficking affidavit and disclosure of foreign gifts. **Countywide (AH)**

Background and Justification: GTMS was awarded the Agreement pursuant to Request for Proposals PB 18-5 (RFP). New post-security space will become available for the development of a new common use lounge as a result of the Connector Project, which will be made available as a part of a competitive solicitation once completed.

Attachments:

- 1. Amendment (3) (w/Exhibits B & C)

Recommended By:  3/9/26
Department Director Date

Approved By:  3/18/26
Deputy County Administrator Date

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	_____	_____	_____	_____	_____
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:

During the extended term, GTMS will pay concession fees equal to 14% of gross revenues, excluding alcohol sales, and 20% of gross revenues from alcohol sales, but the fiscal impact of this Amendment cannot be quantified with certainty. In fiscal year 2025, the Agreement generated approximately \$434,000 in revenues to the County. Sales are based on passenger activity and cannot be accurately predicted. The Amendment also provides for termination for convenience by the County in the event the space is required for completion of the Connector Project.

C. Departmental Fiscal Review: *Rebecca Duncan* *RD* 3/5/26

III. REVIEW COMMENTS

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

Lisa Murt 3/11/2026
 KK 3/10 OFMB GA 3/10

Travis J. ... 3/12/26
 Contract Dev. and Control 26 3.12.26

B. Legal Sufficiency:

Christie ... 3-13-26
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

THIS SECOND AMENDMENT TO COMMON USE AIRPORT LOUNGE CONCESSION AGREEMENT (this "Amendment") is made and entered into this April 14, 2026 by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Gideon Toal Management Services, LLC, a limited liability company organized under the laws of the State of Texas, having its office and principal place of business at 2401 Scott Avenue, Suite 106, Fort Worth, Texas 76103 ("Concessionaire").

WITNESSETH:

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

WHEREAS, the parties entered into that certain Common Use Airport Lounge Concession Agreement dated September 18, 2018 (R2018-1360, as amended) (the "Agreement"); and

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

WHEREAS, the County has determined, pursuant to Section 22-104(d)(1) of the Palm Beach County Code, that extension of the Agreement is in the best interests of the County; and

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

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

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

2. Second Extended Term; Termination for Convenience. The Term of the Agreement shall be extended from May 1, 2026, to December 31, 2028, (the "Second Extended Term"); provided, however, during the Second Extended Term, the County may, in County's sole and absolute discretion, may terminate this Agreement for convenience, without compensation whatsoever to Concessionaire, at any time upon not less than sixty (60) days' prior written notice.

3. Concession Fees and License Fees During the Second Extended Term. Notwithstanding any provision of this Agreement otherwise, there shall be no Minimum Annual Guarantee during the Second Extended Term, and the Privilege Fee during the Second Extended Term shall be Fourteen Percent (14%) of Gross Revenues, excluding alcohol sales, and Twenty Percent (20%) of Gross Revenues from alcohol sales. Notwithstanding the foregoing, alcohol provided on a complimentary basis as a part of the entry fee shall not be considered an alcohol sale

for purposes of determining the Privilege Fee. Such Privilege Fee shall be delivered with the Monthly Transaction Report required by Section 5.08 on or before the twentieth (20th) day of each and every month, without demand, deduction or setoff, throughout the Term of this Agreement. The Concession Fee shall be reconciled on an annual basis in accordance with the provisions of Section 5.10. License Fees for storage areas, if applicable, shall be paid no later than the first (1st) day of each and every month throughout the Second Extended Term and each Renewal Term. In the event of termination of this Agreement, or any Facilities Use Permit provided hereunder, License Fees and/or Concession Fees, as applicable, shall be prorated on a per-diem basis based on the calendar days of the month of such termination.

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

5. Section 22.01, Non-Discrimination in County Contracts, of the Agreement is hereby deleted in its entirety and replaced with the following:

22.01 Non-Discrimination in County Contracts. 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 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 a default of this Agreement.

6. Section 22.02, Federal Non-Discrimination Covenants, of the Agreement is hereby deleted in its entirety and replaced with the following:

22.02 Federal Contract Provisions. Concessionaire represents and warrants to County that Concessionaire shall comply with all applicable requirements of the Federal Contract Provisions set forth in Exhibit "B", which is attached hereto and incorporated herein by reference. County may update the Nondiscrimination Requirements by providing written notice thereof to Concessionaire, whereupon, this Agreement shall be considered amended, without formal amendment thereto, to replace Exhibit "B". 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 Nondiscrimination Requirements of this Agreement and shall incorporate the Nondiscrimination Requirements in all subcontracts and agreements with companies performing services under this Agreement.

7. Section 22.03, Airport Concession Disadvantaged Business Enterprises (“ACDBE”), of the Agreement is amended to include the following:

22.03 A. Airport Concession Disadvantaged Business Enterprises. Concessionaire acknowledges and agrees the Agreement is subject to the provisions of the Interim Final Rule, Docket No. DOT-OST-2025-0897, issued by the United States Department of Transportation (“USDOT”), amending the Airport Concession Disadvantaged Business Enterprise (“ACDBE”) Program effective October 3, 2025 (“IFR”). In accordance with the IFR and associated guidance issued by the USDOT Office of Civil Rights dated September 30, 2025, the County is suspending the enforcement of the following provisions of the Agreement **until further notice to Concessionaire** pending further federal guidance and/or completion of the reevaluation process described in 49 CFR §23.81: the AC/DBE goal as set forth in Section 22.04 of the Agreement; provisions requiring the submission of regular progress reports related to the achievement of the ACDBE goal as set forth in Section 22.04 of the Agreement; and provisions related to the termination and suspension of ACDBE firms as set forth in Section 22.04 of the Agreement.

8. Updated Nongovernmental Entity Human Trafficking Affidavit. Exhibit “C” to the Agreement is hereby deleted in its entirety and replaced with the Exhibit “C” to this Amendment.

9. 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.

10. 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.

11. 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.

12. Effective Date. This Amendment shall become effective upon execution by the parties hereto.

{Remainder of page intentionally left blank.}

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

ATTEST:
MICHAEL A. CARUSSO, CLERK
of the **CIRCUIT COURT AND**
COMPROLLER

PALM BEACH COUNTY,
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: Arne Helgert
County Attorney

By: Lou Bender
Director, Department of Airports

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

CONCESSIONAIRE:
GIDEON TOAL MANAGEMENT
SERVICES, L.L.C.:

Ann Kidd
Signature

DocuSigned by:
ALVIN BROWN
8641E4CC3B0A4D1...
Signature

Ann Kidd
Print Name

ALVIN BROWN
Print Name

Peggy Mann
Signature

President
Title

Peggy Mann
Print Name

(Seal)

FEDERAL CONTRACT PROVISIONS

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- A. Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this Contract, the Tenant, for itself, its assignees, and successors in interest, agrees as follows:
1. Compliance with Regulations. The 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 Contract.
 2. Nondiscrimination. The Tenant, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Tenant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21, including amendments thereto.
 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the 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 the Tenant of the Tenant's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 4. Information and Reports. The 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 Tenant is in the exclusive possession of another who fails or refuses to furnish the information, the 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 Tenant's noncompliance with the non-discrimination provisions of this Contract, the 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 the Tenant under this Contract until the Tenant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. Incorporation of Provisions. The 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. The 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 the Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Tenant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the 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 Contract, the 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), including amendments thereto;
 - 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; and
 - 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. The 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 the 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, the County will have the right to terminate this Contract and to enter or re-enter and repossess any areas licensed for the Tenant's use hereunder and the facilities thereon, and hold the same as if this Contract had never been made or issued.
- D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program. The 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 Contract 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, the County will have the right to terminate this Contract and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Contract had never been made or issued.
- E. General Civil Rights Provision. The 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 the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant. This provision obligates the 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.

EXHIBIT "C" TO THE AGREEMENT

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

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

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

ALVIN BROWN

(signature of officer or representative)

ALVIN BROWN

(printed name of officer or representative)

State of Texas

County of Tarrant

Sworn to and subscribed before me by means of physical presence or online notarization this, 4 day of March, by Alvin Brown.

Personally known OR produced identification .

Type of identification produced _____

Ann Kidd

NOTARY PUBLIC
My Commission Expires: Feb 13, 2029
State of Texas at large

(Notary Seal)

