

AGENDA ITEM SUMMARY

☐ Workshop ☐ Public Hearing

Submitted By: Department of Airports

Motion and Title: Staff recommends motion to approve: Second Amendment (Amendment) to Advertising Concession Agreement (R2019-0502) (Agreement) with Clear Channel Airports, Inc. (CCA), extending the term of the Agreement from October 1, 2026, through March 31, 2027, subject to County's right to terminate for convenience; providing for payment of monthly percentage fees; and updating certain contractual provisions to ensure compliance with current County policies and applicable federal and state requirements.

Summary: CCA operates and manages the advertising concession program at President Donald J. Trump International Airport (Airport) pursuant to the Agreement. The Agreement expires on September 30, 2026. The Amendment extends the term of the Agreement with CCA for six (6) months from October 1, 2026, through March 31, 2027, to allow the Department of Airports (Department) sufficient time to complete the ongoing competitive solicitation and provide for an orderly transition of advertising concession services to a successor concessionaire with no loss of advertising concession revenues to the County. The Amendment provides the County with the right to terminate the Agreement for convenience upon 60 days' prior written notice during the extended term. CCA will pay 57% of monthly gross revenues to the County during the extended term with no minimum annual guarantee. The Amendment also updates various contractual provisions to ensure compliance with current County policies and applicable state and federal requirements. **Countywide (SB)**

Background and Justification: On April 16, 2019, the Board of County Commissioners (BCC) approved the Agreement with CCA (formerly In-Ter-Space Services, Inc.) for the operation and management of the advertising concession program at the Airport. On May 7, 2024, the BCC approved a First Amendment to the Agreement (R2024-0435), exercising a two (2) year renewal option, extending the term to September 30, 2026. The Department issued Request for Proposals No. PB 26-2 for advertising concession services with a deadline for submission of proposals of July 13, 2026. The deadline was extended to August 12, 2026, as a result of a request for an extension during the solicitation process to provide proposers with additional time to prepare their proposals. Approval of this item will provide the additional time needed to complete the solicitation process, ensure uninterrupted advertising concession services pending the award of the new agreement, and maintain the continued payment of advertising concession revenues to the County.

1. Second Amendment (w/Exhibits C and D) (3)

all

Date _____

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

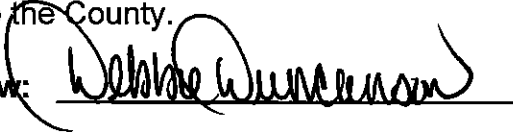
Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs					
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Proposed 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 RSource 4463
Reporting Category _____

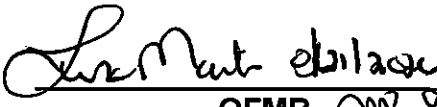
B. Recommended Sources of Funds/Summary of Fiscal Impact:

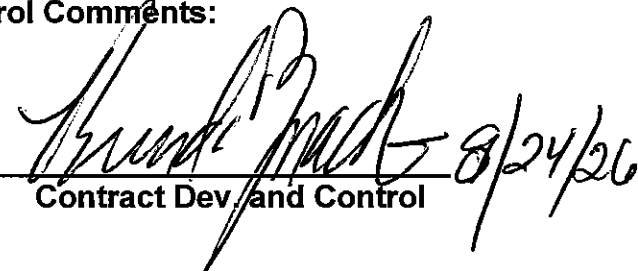
During the extended term, Clear Channel will pay 57% of monthly gross revenues with no minimum annual guarantee. Because the percentage payment is based on monthly gross revenues, payments are not guaranteed; therefore, no amounts are reflected in the fiscal impact above. In FY2025, the Agreement generated \$2,155,840.58 in gross revenues, resulting \$1,228,829.13 in revenue to the County.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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


OFMB 8/24/26
MD 8/20


Contract Dev. and Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

**SECOND AMENDMENT TO
ADVERTISING CONCESSION AGREEMENT**

THIS SECOND AMENDMENT TO ADVERTISING CONCESSION AGREEMENT (this "Amendment") is made and entered into this September 15, 2020 by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Clear Channel Airports, Inc., a Pennsylvania corporation, formerly In-Ter-Space Services, Inc., d/b/a Clear Channel Airports, a Pennsylvania corporation having its office and principal place of business at 7450 Tilghman Street, Suite 104, Allentown, PA 18106 ("Concessionaire") (each, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports, owns and operates the commercial service airport located at 1000 Turnage Boulevard, West Palm Beach, currently known as the President Donald J. Trump International Airport ("Airport"), located in Palm Beach County, Florida; and

WHEREAS, the Parties entered into that certain Advertising Concession Agreement dated April 16, 2019 (R2019-0502), as amended by the First Amendment dated May 7, 2024 (R2024-0435) (collectively, the "Agreement"); and

WHEREAS, on November 16, 2022, Concessionaire amended its name from In-Ter-Space Services, Inc., to Clear Channel Airports, Inc.; and

WHEREAS, Concessionaire acknowledges County is in the process of issuing a new solicitation for Airport advertising concessions at the Airport, and desires to provide for the phased transition to new concession operator to ensure quality, uninterrupted advertising services remain available at the Airport during the Term of this Agreement and upon its termination; 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. Extended Term; Termination for Convenience. The Term of the Agreement shall be extended from October 1, 2026, through March 31, 2027 (the "Extended Term"); provided, however, during the Extended Term, the County may, in County's sole and absolute discretion, terminate this Agreement for convenience, without cause or any compensation whatsoever to

Concessionaire, at any time upon not less than ninety (90) days' prior written notice. Concessionaire acknowledges that County is conducting a solicitation for a successor advertising concession agreement and that County's exercise of its termination rights in connection with the award, implementation, or transition to a successor concessionaire shall not entitle Concessionaire to compensation, damages, lost profits, or any other claim arising from such transition, other than what is currently contemplated under the Agreement.

3. Concession Fee During the Extended Term. Notwithstanding any provision of the Agreement to the contrary, there shall be no Minimum Annual Guarantee during the Extended Term, Concessionaire shall pay Monthly Percentage Fees to County with no Minimum Annual Guarantee. Rental for storage areas shall be paid no later than the first day of each month throughout the Extended Term. In the event any storage area(s) are terminated during the Extended Term, rental shall be prorated on a per-diem basis based on a thirty (30) day month.

4. Performance Guarantee; Audit Report. Throughout the Extended Term, and for a period of six (6) months thereafter, Concessionaire shall maintain a Performance Guarantee in an amount equal to fifty percent (50%) of the Minimum Annual Guarantee applicable during Contract Year ending September 30, 2026. Notwithstanding any provision of Section 5.12 to the contrary, the Audit Report for the Contract Year ending on September 30, 2026 and Extended Term shall be provided to County not later than ninety (90) days following the expiration or earlier termination of the Extended Term and shall include a schedule stating the total amount of Gross Revenues for such periods. Except for the foregoing changes to the timing and consolidation of the Audit Report, the parties intend that the preparation, content and submission of the Audit Report continue in a manner consistent with the parties' historical practice under the Agreement.

5. Section 17.01, Non-Discrimination in County Contracts, of the Agreement is hereby deleted in its entirety and replaced with the following:

17.01 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. 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 discrimination. 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.

6. Section 17.02, Federal Non-Discrimination Covenants, of the Agreement is hereby deleted in its entirety and replaced with the following:

17.02 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 “C”, 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 “C”. 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 17.04, Airport Concession Disadvantaged Business Enterprises (“ACDBE”), of the Agreement is amended to add the following:

G. Notwithstanding any provision of this Agreement to the contrary, Concessionaire acknowledges and agrees this 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, County has suspended the enforcement of the following provisions of this Agreement until further notice to Concessionaire pending further federal guidance and/or completion of the reevaluation process described in 49 CFR §23.81: the ACDBE goal as set forth in Section 17.04 of this Agreement and provisions requiring the submission of regular progress reports related to the achievement of the ACDBE goal as set forth in Section 17.04 of the Agreement.

8. Section 22.06, Subordination to Governmental Agreements, of the Agreement is hereby 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 instruments 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.

9. Section 22.20, Scrutinized Companies, of the Agreement is hereby deleted in its entirety and replaced with the following:

22.20 Scrutinized Companies.

- A. As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, the Concessionaire certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or are engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if Concessionaire is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.
- B. When Agreement value is greater than \$1 million: As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, the Concessionaire certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to section 215.473, Florida Statutes, as may be amended, or are engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if Concessionaire is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or is engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement

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, as may be amended. Said certification must also be submitted at the time of Agreement renewal, if applicable.

10. Amendment of Article 22. Article 22, Miscellaneous, is hereby amended to add the following:

- 22.27 Digital Accessibility Compliance. Concessionaire acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Concessionaire represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice. All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. Concessionaire shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, Concessionaire shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Concessionaire shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Concessionaire shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements herein or that an accessible alternative acceptable to the County is provided. Failure to comply with this Section shall constitute a material breach of this Agreement.
- 22.28 Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern. Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, Concessionaire certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of Fifty Thousand Dollars (\$50,000) or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.
- 22.29 Human Trafficking Affidavit. Concessionaire warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Concessionaire has executed the attached Exhibit "D",

22.30 Annual Budgetary Funding. Nothing in this Agreement shall obligate County, during any Fiscal Year, to expend money or incur any liability that involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. County's obligations under this Agreement, which involve the expenditure of money, shall be subject to annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

11. Amendments to Exhibits. The existing Exhibit "C", Title VI List of Pertinent Nondiscrimination Acts and Authorities, and Exhibit "D", Federal Nondiscrimination Covenants, of the Agreement are hereby deleted in their entirety and replaced with a new Exhibit "C", Federal Contract Provisions, attached hereto and incorporated herein by reference. The Nongovernmental Entity Human Trafficking Affidavit attached to this Amendment is added to the Agreement as new Exhibit "D."

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

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

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

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

16. Effective Date. This Amendment shall become effective when signed by the parties hereto and approved by the Palm Beach County Board of County Commissioners.

{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:
SHANNON RAMSEY-CHESSMAN
CLERK of the CIRCUIT COURT
& COMPTROLLER AD INTERIM

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: _____
County Attorney

By: _____
Director, Department of Airports

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

Signature

Lucas Yezik
Print Name

Signature

Andrew Brandsetter
Print Name

CONCESSIONAIRE:
CLEAR CHANNEL AIRPORTS, INC.

Signature

John Moyer
Print Name

Senior Vice President
Title



EXHIBIT "C"

FEDERAL CONTRACT PROVISIONS

FEDERAL CONTRACT PROVISIONS

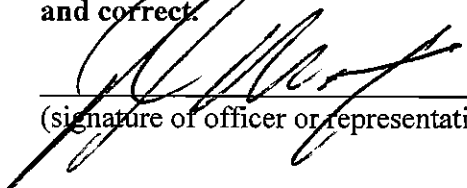
- A. Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this Contract, the Concessionaire, for itself, its assignees, and successors in interest, agrees as follows:
- Compliance with Regulations. The Concessionaire will comply with the Title VI List of Pertinent 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 Contract.
 - Nondiscrimination. The Concessionaire, 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 Concessionaire 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.
 - Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the 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 the Concessionaire of the Concessionaire's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 - Information and Reports. The 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 Concessionaire is in the exclusive possession of another who fails or refuses to furnish the information, the 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.
 - Sanctions for Noncompliance. In the event of a Concessionaire'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:
 - Withholding payments to the Concessionaire under this Contract until the Concessionaire complies; and/or
 - Cancelling, terminating, or suspending a contract, in whole or in part.
 - Incorporation of Provisions. The 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. The 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 the Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Concessionaire may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the 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 Contract, the 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), 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.
- The 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 the 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.
 - 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 Concessionaire' 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 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:
- 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 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.
 - 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 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 the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire. This provision obligates the 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.

**EXHIBIT "D" TO THE AGREEMENT
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT**

**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 Clear Channel Airports, Inc.
("Concessionaire") and attest that Concessionaire does not use coercion for labor or services as
defined in Section 787.06, Florida Statutes.

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


(signature of officer or representative)

John Mayer, SVP
(printed name of officer or representative)

State of Pennsylvania

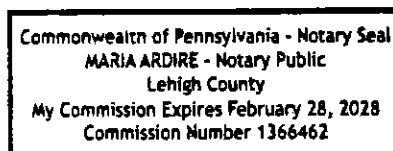
County of Lehigh

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 17 day of August, 2026, by John Mayer.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.


NOTARY PUBLIC
My Commission Expires: 2/28/28
State of Pennsylvania at large



(Notary Seal)