EC-26-191

CITY OF ALBUQUERQUE

Albuquerque, New Mexico

Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

5/21/2026

TO: Klarissa J. Peña, President, City Council

FROM: Timothy M. Keller, Mayor

SUBJECT: First Amendment to Rental Car Concession and Lease Agreement with Avis Budget Rental Group, Enterprise, Alamo, National, Hertz and SIXT.

Attached for Council action is a First Amendment to the Rental Car Concession and Lease Agreements, to be entered into with the Rental Car Companies currently operating under these agreements at the Albuquerque International Sunport. Council approval is sought for the First Amendment, which will allow the Aviation Department to extend the term of the current Rental Car agreements to September 30, 2031, subject to earlier termination tied to redevelopment milestones for the replacement CONRAC facility, and to facilitate continued operations during redevelopment of the Rental Car Center at Sunport. This approach ensures continuity of rental car services and preserves a key airport revenue stream during the redevelopment period.

Approved:

Samantha Sengel 7/6/26

Samantha Sengel, EdD Date
Chief Administrative Officer

Approved as to Legal Form:

DocuSigned by:
Lauren Keefe 5/28/2026 | 12:12 PM MDT
1A21D96D32C74EE...

Lauren Keefe Date
City Attorney

Recommended:

Signed by:
Manny Manriquez 5/26/2026 | 9:43 AM MDT
3A985751FE23499...

Manny Manriquez Date
Director of Aviation

Cover Analysis

1. **What is it?**
   First Amendment to Rental Car Concession Lease and Agreements

2. **What will this piece of legislation do?**
   The original Agreements have a five-year Term, which expire on September 30, 2026. The City and Rental Car Companies including Avis Budget Group, Walser Holding, Enterprise, Alamo, National, Hertz and SIXT rental car companies have agreed to amend the Agreements to enable continuous operations at the CONRAC Facilities during the development of the Replacement CONRAC. The amendment extends the term of the Agreements up to September 30, 2031, or earlier termination based on specified redevelopment milestones or other term-defining events set forth in the Amendment.

3. **Why is this project needed?**
   a. The City is initiating a transformative landside redevelopment program (Access ABQ) with enabling roadway works scheduled to begin in late 2026.

   b. Access ABQ is planning to develop a new multi-purpose facility that includes the following components: 1) a ground transportation center; 2) additional public parking in structured and surface facilities; and 3) terminal-adjacent facilities for rental car operations.

4. **How much will it cost and what is the funding source?**

   There is no direct cost associated with this Amendment. Funding for the Access ABQ redevelopment program, including the replacement CONRAC facility, will be addressed through separate approvals and identified funding sources.

5. **Is there a revenue source associated with this contract? If so, what level of income is projected?**

   Yes. The Agreements generate concession and rental revenues for the Aviation Department. This Amendment is expected to maintain existing revenue streams; projected revenue will remain consistent with current operations and market conditions, and no material change in revenue is anticipated as a result of this Amendment.

6. **What will happen if the project is not approved?**

The original Agreements expire on September 30, 2026. If this Amendment is not approved the agreement could terminate and the City project to develop the new CONRAC could be stalled and/or not preserved which would result in rental car services will not being available at the Albuquerque International Sunport.

7. **Is this service already provided by another entity?**

No, the amendment would allow the current rental car brands to continue operation while the city develops the new CONRAC.

FISCAL IMPACT ANALYSIS

R: O:
FUND: 611

TITLE: First Amendment to Rental Car Concession and Lease Agreement

DEPT: 7000611

[x] No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.

[ ] (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	Fiscal Years 2027	2028	2029	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses		-		-
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	$ -	$ -	$ -	$ -
[x] Estimated revenues not affected				
[] Estimated revenue impact				
Revenue from program				
Amount of Grant		-	-	
City Cash Match				
City In-kind Match				
City IDOH	-	-	-	-
Total Revenue	$ -	$ -	$ -	$ -

These estimates do <u>not</u> include any adjustment for inflation.
* Range if not easily quantifiable.

Number of Positions created

COMMENTS: The amended rental car agreements will not impact anticipated revenues for the department.

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

Executing these amendments will align the renewal periods with future consolidated rental car facility construction projects.

PREPARED BY:

DocuSigned by:
John Stephens 5/24/2026 | 11:47 AM MDT
FISCAL ANALYST

APPROVED:

Signed by:
Manny Manriquez 5/26/2026 | 9:43 AM MDT
ACTING DIRECTOR

REVIEWED BY:

Signed by:
Mahmand Biazar 5/28/2026 | 8:57 AM MDT
EXECUTIVE BUDGET ANALYST

Signed by:
Sandoval 5/28/2026 | 9:15
BUDGET OFFICER

Signed by:
Christian Boerner 5/28/2026 | 11:42 AM MDT
CITY ECONOMIST

First Amendment
to the
Albuquerque International Sunport

Rental Car Concession Lease and Agreement

This Amendment ("Amendment") to the **Albuquerque International Sunport Rental Car Concession Lease and Agreement** ("Agreement") is entered into by and between the **City of Albuquerque,** a New Mexico municipal corporation ("City"), and the [Rental Car Company Name] [corporation, state of incorporation, etc.] ("Tenant")

In consideration of the rights, privileges, and mutual obligations contained in this Amendment, City and [Rental Car Company Name] agree as follows:

Section 1. Recitals.

1.1 The Agreement has a five-year Term, which expires on September 30, 2026.

1.2 The City is initiating a transformative landside redevelopment program (Access ABQ) with enabling roadway works intended to start in late 2026.

1.3 Access ABQ is planning to develop a new multi-purpose facility that includes the following components: 1) a ground transportation center; 2) additional garage and surface lot public parking spaces; and 3) a passenger terminal-adjacent facilities for rental car operations.

1.4 The City and [Rental Car Company Name] have agreed to amend the Agreement to enable continuous operations at the CONRAC Facilities during the development of the Replacement CONRAC.

Section 2. Amendment.

The following Agreement sections shall be deleted in their entirety:

2.26 Final Reappraisal

2.27 First Reappraisal

2.29 CONRAC FMV Reappraisal Process

2.47 Second Reappraisal

4.2 Renewal Periods

9.2.5 FMV Adjustment

9.2.5.1 CONRAC FMV Reappraisal Process

The following Section shall be added to create a new definition:

Section 2.55 "Replacement CONRAC" means the planned project to develop a new multi-purpose facility designed, among other things, to house rental car operations, including certain adjacent operational support facilities to be used by rental car companies.

The following Sections shall be replaced in their entirety as follows:

Section 2.6 "**First Amendment Effective Date**" date shall be October 1, 2026.

Section 4.1 Term. The Agreement Expiration Date shall be the earliest of:

a. The effective date of a rental car concession lease and agreement ("Future CLA") between the City and [Rental Car Company Name] covering rental car operations in both (i) CONRAC Facility until the CONRAC Facility is no longer operational and (ii) the Replacement CONRAC; and

b. The operational date of the Replacement CONRAC, as established by the City, subject to a 180-day prior written notice to [Rental Car Company Name] if [Rental Car Company Name] has not executed a Future CLA;

or

c. September 30, 2031, if the City has not commenced construction of the Replacement CONRAC by September 30, 2029.

4.3 Holding Over. Holding over by Tenant after the Expiration Date, whether with or without the consent of City, shall not operate to extend or renew this Agreement. Any such holding over shall be construed as a month-to-month tenancy, and City or Tenant may terminate this tenancy at any time by giving Thirty (30) days written notice of termination to the other. Tenant shall be bound by all terms and conditions of this Agreement, provided, however, that if the holding over is requested by the Tenant, then during the holdover period the Minimum Annual Guarantee and the rent payable immediately prior to the holdover period will be in effect multiplied by 150%. City may exercise any and all remedies at law or in equity to recover possession of the Premises, together with any damages incurred by City.

6.5.1 Reallocation of Counter and Office Space. The Director may reallocate Counter and Office Space positions based on each On-Airport Rental Car Company's Gross Revenue Market Share in the immediately preceding 12-month period prior to the date of the proposed reallocation. Reallocation of Counter and Office Space positions may be made starting with the On-Airport Rental Car Company with the highest Gross Revenue Market Share selecting its position first and continuing in descending order of Gross Revenue Market Share until all positions have been selected. Counter and Office Space may be reallocated on a basis that is different from Gross Revenue Market Share, at the Director's discretion, if all On-Airport Rental Car Companies agree to the modified reallocation basis. During any reallocation, the Department will use CFCs to establish a pool of funds ("Reallocation Fund"), a portion of which will be made available to tenants affected by the reallocation to pay costs associated with CONRAC Facility reallocations. The amount of funds available will be determined by the Director prior to the reallocation and affected tenants will be notified of the amount available to them. Each tenant affected by such reallocation shall be responsible for any reallocation expenses above the amount of CFC funds available to each tenant.

6.5.2 Reallocation of Ready Return Parking Spaces. Ready Return Parking Space positions may be reallocated at the Director's reasonable discretion based on each On-Airport Rental Car Company's Gross Revenue Market Share in the immediately preceding 12-month period prior to the date of the proposed reallocation. The location of reallocated Ready Return Parking Spaces will be determined by the Department and in most cases, will be determined based on the proximity to the Counter and Office Space. During any reallocation, the Department will utilize CFCs to establish a Reallocation Fund, a portion of which will be made available to tenants affected by the reallocation to pay costs associated with CONRAC Facility scheduled reallocations. The amount of funds available will be determined by the Director prior to the reallocation and affected tenants will be notified of the amount available to them. Each tenant affected by such reallocation shall be responsible for any reallocation expenses above the amount of CFC funds available to each tenant.

6.5.3 Reallocation of Service Center Facilities. Service Center Facilities may be reallocated at the Director's reasonable discretion based on each On-Airport Rental Car Company's Gross Revenue Market Share in the immediately preceding 12-month period prior to the date of the proposed reallocation. Reallocation of Service Center Facilities will only occur, excluding a Special Market Share Reallocation, if there is a difference of more than five percent (5%) between a Tenant's share of Service Center Facilities square footage and that Tenant's Gross Revenue Market Share for the previous 12-month period. During any reallocation, the Department will utilize CFCs to establish a Reallocation Fund, a portion of which will be made available to tenants affected by the reallocation to pay costs associated with CONRAC Facility reallocations. The amount of funds available will be determined by the Director prior to the reallocation and affected tenants will be notified of the amount available to them. Each tenant affected by such reallocation shall be responsible for any reallocation expenses above the amount of CFC funds available to each tenant.

6.6 Special Market Share Reallocation. The Department may perform a Special Market Share Reallocation of the CONRAC Facilities (excluding Service Center Facilities) at the request of an On-Airport Rental Car Company to accommodate a significant change in an On-Airport Rental Car Company's Gross Revenue Market Share. Consideration for a Special Market Share Reallocation will be given if there is an increase or decrease by twenty-five percent (25%) or more in any On-Airport Rental Car Company's Gross Revenue Market Share for any consecutive twelve (12) month period relative to the same twelve (12) month period in the previous year during the Term. Only one (1) Special Market Share Reallocation every five years, as measured from the Effective Date, will be allowed. Reallocation expenses associated with changes in the CONRAC Facilities resulting from a Special Market Share Reallocation shall be the responsibility of the On-Airport Rental Car Company requesting the Special Market Share Reallocation.

9.4 Customer Facility Charge. CFCs will be charged to on-airport and off-airport rental car customers per transaction day, as defined in the City's Resolution R-17-157 ("CFC Resolution") and future City Resolution that amends or replaces the CFC Resolution. Tenant shall charge, collect, account for, and remit the CFCs required to be collected by the CFC Resolution, and such remittance shall be made regardless of whether the CFC's are actually collected. The actual amount of the CFC per transaction day and the approved uses of CFC revenues will be solely determined by the Director, pursuant to the CFC Resolution. Revenues from the CFC will be used by the Department in each Contract Year in a manner consistent with the CFC Resolution. In general, the first priority use of CFCs will be to pay for the annual cost of providing shuttle bus service.

The initial CFC shall be two and 25/100 Dollars ($2.25). Tenant shall charge, collect, account for, and remit the CFCs required to be collected by the CFC Resolution, and such remittance shall be made regardless of whether the CFC's are actually collected. Tenant shall list the CFC separately on its customer invoice or agreement, describing it as a "Customer Facility Charge," or with such other words as City shall approve in writing. Tenant shall not be entitled to any right of offset and shall not otherwise reduce any CFC remittance. All CFCs collected by Tenant shall be held in trust by Tenant for the benefit of City and shall be remitted to City monthly throughout the Term, on the twentieth (20th) day of each month for the preceding calendar month of operations. The CFCs shall be reported separately from other fees required under this Agreement and on the form attached hereto in Exhibit D. Tenant must submit such statement monthly with payment of its CFCs and the statement must be signed by a responsible accounting officer of Tenant. Tenant shall have only a temporary possessory interest and not an equitable interest in the CFCs. The method of calculating the CFC and the amount of such CFC shall be determined by City in its sole discretion. City may change the amount of the CFC upon sixty (60) days written notice to Tenant."

Section 3 – Preservation of Agreement

Except as expressly modified by this Amendment, all terms and conditions of the Agreement—including, without limitation, insurance requirements, indemnity, federal and FAA compliance provisions, CFC obligations, rent and fee obligations, and operational requirements—remain in full force and effect.

Section 4 – Federal Compliance

Nothing in this Amendment shall be construed as a waiver of the City's obligation under FAA Grant Assurance 24 to assess and collect fair market value rent for non-aeronautical uses. If the FAA notifies the City that the rents or charges under the Agreement, as amended, do not meet fair market value standards, the City may implement any rent adjustment necessary to comply with federal law, effective upon reasonable written notice to Tenant.

Section 5 – Mandatory Federal Contract Terms

FAA Grant Assurances. This Agreement is subject and subordinate to all Federal Grant Assurances, special conditions, and federal obligations (collectively, "Grant Assurances") applicable to the City of Albuquerque as the airport sponsor for the Albuquerque International Sunport. In the event of a conflict between the Grant Assurances and any term of this Agreement, the Grant Assurances shall govern.

A. *Mandatory Contract Terms.* The federally mandated contract terms required under the Grant Assurances, federal nondiscrimination laws, and Title VI authorities are set forth in **Exhibit I**, which is attached to and incorporated into this Amendment. If a conflict exists between Exhibit I and any term of this Agreement, the terms in Exhibit I shall control.

B. *Flow-Down to Lower-Tier Agreements.* Contractor must include the mandatory federal terms in all lower-tier agreements, including subcontracts or sub-agreements, and is responsible for ensuring subcontractor compliance.

C. *Updates to Exhibit I.* If the federally mandated contract terms change, the City may update Exhibit I by providing Contractor with the revised exhibit in written form. The updated exhibit will automatically replace the prior version and will be binding on both parties without the need for further signatures.

D. *Non-Material Change.* The parties agree that an update to Exhibit I does not constitute a material modification of the Agreement.

Section 6. Approval of the Amendment. This Amendment shall not become effective or binding to [Rental Car Company Name] until approved by the Alburquerque City Council and signed by the City's Chief Administrative Officer and [Rental Car Company Name].

Section 7. Signature Process. The City and [Rental Car Company Name] agree this Amendment may be electronically signed and that electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, City has caused this Amendment to be executed by its Chief Administrative Officer, and [Rental Car Company Name] has caused the same to be executed by its appropriate and authorized officer.

(signatures on next page)

CITY OF ALBUQUERQUE:

By:______________________________________ Date:_____________

Samantha Sengel

Chief Administrative Officer

Recommended:

By:______________________________________ Date:_____________

Manny Manriquez

Director of Aviation

[Rental Car Company Name]:

By:______________________________________ Date:_____________

Exhibit I

Mandatory Federal Language

This Exhibit I contains the federally-mandated contract provisions that the City of Albuquerque, as airport sponsor for the Albuquerque International Sunport, is required to insert in all contracts and agreements. **These terms are non-negotiable.** In the event the Federal government makes a change to the mandatory contract language, the City will amend this exhibit by notifying the Licensee of said change: (a) in writing using registered or certified mail; (b) personally delivered; or (c), email transmission to the e-mail address provided by licensee, provided that the completed transmission is electronically verified. Amendments affecting this Exhibit will not require signatures of either Party.

1. <u>General Civil Rights Provisions</u>

A. In all its activities within the scope of its airport program, the Tenant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. The above provision binds the Tenant and subcontractors from the bid solicitation period through the completion of the contract.

C. If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant.

D. The above provisions obligate the Tenant for the period during which the property is owned, used or possessed by the Tenant and the airport remains obligated to the Federal Aviation Administration.

2. <u>Civil Rights – Title VI Assurances</u>

A. Solicitation Clause

The City of Albuquerque, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

B. Mandatory Contract Clauses

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 (hereinafter referred to as the "Tenant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

i. 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);

ii. 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);

iii. 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);

iv. 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

v. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);

vi. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

vii. The Civil Rights Restoration Act of 1987 (PL 100-259) (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);

viii. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

ix. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (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);

xi. 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. 74087 (2005)];

xii. 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).

3. <u>Compliance with Nondiscrimination Requirements:</u>

During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Tenant"), agrees as follows:

A. **Compliance with Regulations:** The Tenant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

B. **Nondiscrimination:** The Tenant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), 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 the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. **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 contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. **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 contractor 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.

E. **Sanctions for Noncompliance:** In the event of a Tenant's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Tenant under the contract until the Tenant complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

F. **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.

4. <u>Clauses For Construction/Use/Access To Real Property Acquired Under The Activity, Facility Or Program</u>

A. The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "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 (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

B. With respect to the Lease, in the event of breach of any of the above Non-discrimination covenants, the City of Albuquerque will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

5. <u>Clauses For Transfer Of Real Property Acquired Or Improved Under The Airport Improvement Program</u>

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “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 (deed, license, lease, permit, etc.) 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 (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent 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.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, City of Albuquerque will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the City of Albuquerque will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Albuquerque and its assigns.

6. Subcontracts.

Tenant agrees that it shall insert the above five provisions (Section (1) through Section (5)) in any agreement by which Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.