



**FIFTH AMENDMENT TO FIRST AMENDED AND RESTATED BUSINESS TECHNOLOGY SERVICE
CENTERS CONCESSION AGREEMENT BETWEEN
BROWARD COUNTY AND FORT LAUDERDALE BUSINESS AND CURRENCY SERVICES, LLC**

This Fifth Amendment ("Fifth Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and Fort Lauderdale Business and Currency Services, LLC, a Florida limited liability company ("Concessionaire") (each a "Party" and collectively referred to as the "Parties"), is effective as of the date this Fifth Amendment is fully executed by the Parties.

RECITALS

A. The Parties entered into a First Amended and Restated Business Technology Service Centers Concession Agreement with an effective date of April 1, 2018 (the "Original Agreement").

B. The Original Agreement was amended by a First Amendment dated September 29, 2020, a Second Amendment dated September 29, 2021, a Third Amendment dated June 1, 2022, and a Fourth Amendment dated March 20, 2023. The Original Agreement, as amended by all four amendments, is referred to herein as the "Agreement."

C. The Parties now desire to further amend the Agreement to, among other things, adjust the Minimum Annual Guarantee ("MAG") for Contract Year seven (i.e., April 1, 2024, through March 31, 2025) to \$130,000.00, modify the Assigned Areas, and update certain terms and conditions of the Agreement as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Fifth Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Fifth Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. The MAG for Contract Year seven (i.e., April 1, 2024, through March 31, 2025) was \$246,507.18. Pursuant to this Fifth Amendment, and notwithstanding anything contained in the Agreement to the contrary, effective as of April 1, 2024, the MAG for Contract Year seven shall be \$130,000.00. The MAG (as modified by this Fifth Amendment) shall be adjusted annually in accordance with Section 7.2.2.2 of the Agreement. This Fifth Amendment shall not in any way modify or reduce the MAG amounts due or established under the Agreement for Contract Years one through six (i.e., April 1, 2018, through March 31, 2024).

4. Section 7.2.2.3 of the Agreement is deleted in its entirety.
5. Page 2 of 21 of **Exhibit A** to the Agreement is deleted in its entirety and is replaced and superseded with the revised Page 2 of 21 of **Exhibit A** attached hereto and made a part hereof. Every reference in the Agreement to **Exhibit A** shall be deemed to refer to **Exhibit A** as amended herein.
6. Section 20.2.2 of the Agreement is deleted in its entirety and replaced with the following (bold/underlining omitted):

20.2.2. Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Concessionaire represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it has not been identified as a scrutinized company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Concessionaire represents and certifies that it is not, and throughout the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Concessionaire represents that it is, and throughout the Term will remain, in compliance with Section 286.101, Florida Statutes.

7. Entities of Foreign Concern. By execution of this Fifth Amendment, the undersigned authorized representative of Concessionaire hereby attests under penalty of perjury as follows: Concessionaire is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity; and the undersigned authorized representative of Concessionaire declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

8. Anti-Human Trafficking. By execution of this Fifth Amendment by an authorized representative of Concessionaire, Concessionaire hereby attests under penalty of perjury that Concessionaire does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Concessionaire declares that they have read the foregoing statement and that the facts stated in it are true.

9. In the event of any conflict or ambiguity between this Fifth Amendment and the Agreement, the Parties agree that this Fifth Amendment shall control. The Agreement, as amended herein by this Fifth Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Fifth Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10. Preparation of this Fifth Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

11. Concessionaire acknowledges that through the date this Fifth Amendment is executed by Concessionaire, Concessionaire has no claims or disputes against County with respect to any of the matters covered by the Agreement.

12. This Fifth Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Fifth Amendment: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; and Fort Lauderdale Business and Currency Services, LLC, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100

Alexander J. Williams, Jr.
By _____
Kailie Rush (Date)
Assistant County Attorney

Digitally signed by
Alexander J. Williams, Jr.
Date: 2025.07.22
11:07:42 -04'00'

Alexander J. Williams, Jr.
By _____
Israel Fajardo (Date)
Senior Assistant County Attorney

Digitally signed by
Alexander J. Williams, Jr.
Date: 2025.07.22
11:07:51 -04'00'

KR/em
Business Tech Service Concession - Fifth Amendment
07/10/2025
#1166826.4

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CONCESSIONAIRE

By: 
Authorized Signer

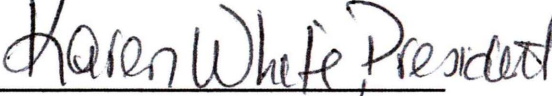

Print Name and Title



EXHIBIT A – ASSIGNED AREAS

Terminal 1 Baggage Claim—West Side

