



**FIRST AMENDMENT TO AGREEMENT OF LEASE BETWEEN BROWARD COUNTY
AND TRI-STAR AIRPORT HANDLING SERVICES COMPANY**

This First Amendment ("Amendment") to the Agreement (hereinafter defined) is entered into between Broward County, a political subdivision of the State of Florida ("County"), and Tri-Star Airport Handling Services Company, a Florida corporation ("Lessee") (each a "Party" and collectively referred to as the "Parties"), and is effective as of the date this Amendment is fully executed by the Parties.

RECITALS

A. The Parties entered into the Agreement of Lease Between Broward County and Tri-Star Airport Handling Services Company, dated November 10, 2020 (the "Agreement"), pursuant to which Lessee is permitted to provide cargo-related services at the Fort Lauderdale-Hollywood International Airport.

B. The Agreement is currently set to expire on November 30, 2025.

C. The Parties now desire to amend the Agreement to, among other things, extend the Term of the Agreement by five (5) years 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 Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Unless otherwise expressly stated herein, modifications to the Agreement made pursuant to this 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. Section 3.1 of the Agreement is amended as follows:

3.1 Term. The Term of this Agreement shall commence on the Effective Date and shall end on the last Day of the ~~fifth (5th)~~ **tenth (10th)** Lease Year, unless terminated earlier as provided in this Agreement (the "Termination Date").

4. Section 30.12 of the Agreement is deleted in its entirety and replaced with the following (bold/underlining omitted):

30.12 Civil Rights - General. Lessee and its subcontractors shall comply with pertinent statutes, executive orders, and such rules identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities, as such statutes, orders, and rules may be

amended, to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from federal assistance.

5. Section 30.14 of the Agreement is deleted in its entirety.
6. Section 30.22 of the Agreement is deleted in its entirety and replaced with the following (bold/underlining omitted):

30.22 Prevailing Wage Requirement. If construction work in excess of \$250,000 is required of, or undertaken by, Lessee as a result of this Agreement, then Section 26-5 of the Broward County Code of Ordinances shall apply to such construction work, the provisions of Section 26-5(a) of the Broward County Code of Ordinances shall be deemed incorporated as if expressly set forth herein, and Lessee must submit, with each invoice or application for payment, a completed Statement of Compliance in the form available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>.

7. New Sections 30.38 and 30.39 are added to the Agreement as follows (bold/underlining omitted):

30.38 Polystyrene Food Service Articles. Lessee shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

30.39 Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Director of Aviation, Lessee is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Lessee must ensure that any use of generative artificial intelligence tools by Lessee or its subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Lessee must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

8. Section 31.5 of the Agreement is deleted in its entirety and replaced with the following (bold/underlining omitted):

31.5 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Lessee 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 company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Lessee 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. Lessee represents that it is, and throughout the Term will remain, in compliance with Section 286.101, Florida Statutes.

9. New Sections 31.10 and 31.11 are added to the Agreement as follows (bold/underlining omitted):

31.10 Verification of Employment Eligibility. Lessee represents that Lessee and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into and participation in this Agreement will not violate that statute. If Lessee violates this section, County may immediately terminate this Agreement for cause and Lessee shall be liable for all costs incurred by County due to the termination.

31.11 Prohibited Telecommunications. Lessee represents and certifies that Lessee and all subcontractors do not use, and throughout the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

10. Exhibit D of the Agreement is deleted in its entirety. Any specific reference in the Agreement to Exhibit D shall be null and void and of no effect.

11. Exhibit E of the Agreement is deleted in its entirety. Any specific reference in the Agreement to Exhibit E shall be null and void and of no effect.

12. Exhibit I of the Agreement is deleted in its entirety and is replaced and superseded with the revised Exhibit I attached hereto and made a part hereof. Every reference in the Agreement to Exhibit I shall be deemed to refer to Exhibit I attached hereto.

13. Entities of Foreign Concern. By execution of this Amendment, the undersigned authorized representative of Lessee hereby attests under penalty of perjury as follows: Lessee 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 Lessee; and the undersigned authorized representative of Lessee 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.

14. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Lessee, Lessee hereby attests under penalty of perjury that Lessee 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 Lessee declares that they have read the foregoing statement and that the facts stated in it are true.

15. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this 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 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.

16. Preparation of this 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.

17. Lessee acknowledges and agrees that through the date this Amendment is executed by Lessee, Lessee has no claims or disputes against County with respect to any of the matters covered by the Agreement.

18. This 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 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 Lessee, 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

By **Kailie Rush** Digitally signed by Kailie Rush
Date: 2025.10.14 08:57:38
-04'00'
Kailie Rush (Date)
Assistant County Attorney

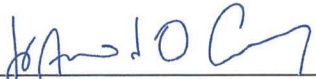
By **Israel Fajardo** Digitally signed by Israel Fajardo
Date: 2025.10.13 16:40:37 -04'00'
Israel Fajardo (Date)
Senior Assistant County Attorney

KR/ch
Tri-Star First Amendment
10/13/2025
#1193246.2

**FIRST AMENDMENT TO AGREEMENT OF LEASE BETWEEN BROWARD COUNTY
AND TRI-STAR AIRPORT HANDLING SERVICES COMPANY**

LESSEE

TRI-STAR AIRPORT HANDLING SERVICES COMPANY

By: 
Authorized Signer

Jose Antonio de Oliveira.Ferreira
Print Name and Title

13 day of October, 2025

EXHIBIT I - NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS

A. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees as follows:

1. *Compliance with Regulations*: Lessee (hereinafter includes sublessees) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities** ("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 Agreement, and which include, but are not limited to, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 C.F.R. Part 21 (Nondiscrimination in federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (P.L. 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, subrecipients, and contractors, whether such programs or activities are federally funded or not);
- h. 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 U.S.C. §§ 12131 – 12189), as implemented by U.S. Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

- i. The Federal Aviation Administration's nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); and
 - j. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq.).
2. *Nondiscrimination:* Lessee, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices, when the Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations, either by competitive bidding or negotiation, made by Lessee 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 Lessee of Lessee's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. *Information and Reports:* Lessee will provide all information and reports required by the Nondiscrimination Acts and Authorities, 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 County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to County 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 Lessee's noncompliance with the nondiscrimination provisions of this Agreement, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments under the Agreement until Lessee complies; and/or
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
6. *Incorporation of Provisions:* Lessee will include the provisions of Sections A.1 through A.5 above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and

directives issued pursuant thereto. Lessee will take action with respect to any subcontract or procurement as County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, Lessee may request County to enter into any litigation to protect the interests of County. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

7. Lessee, as part of the consideration hereof, does hereby covenant as running with the land that:

a. If facilities are constructed, maintained, or otherwise operated on the Premises described in the Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee 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. In the event of breach of any of the above Nondiscrimination covenants, County will have the right to terminate the Agreement and enter, re-enter, and repossess said lands and facilities thereon.

8. Lessee covenants and agrees 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) 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) Lessee 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. In the event of breach of any of the above Nondiscrimination covenants, County will have the right to terminate the Agreement and to enter or re-enter and repossess said land and facilities.

B. Nondiscrimination - 14 C.F.R. Part 152 Requirements. This provision only applies if this Agreement is subject to 14 C.F.R. Part 152, Chapter E. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees as follows:

1. Lessee agrees to undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment, contracting, or

leasing activities covered in 14 C.F.R. Part 152, Subpart E. Lessee agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee agrees that it will require its covered suborganizations to provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

2. Lessee agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 C.F.R. Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, county, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order, or similar mechanism. Lessee agrees that state or county affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 C.F.R. Part 152, Subpart E, only when they fully meet the standards set forth in 14 C.F.R. 152.409. Lessee agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 C.F.R. Part 152, Subpart E.

3. If required by 14 C.F.R. Part 152, Lessee shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. Lessee shall similarly require each of its covered suborganizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

4. If Lessee is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short- and long-range goals for equal employment opportunity under Part 152, then Lessee shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Lessee shall similarly require such affirmative action steps of any of its covered suborganizations, as required under Part 152.

5. Lessee shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance with this subpart, and Lessee shall require its covered suborganizations to keep similar records as applicable.

6. Lessee shall, if required by Part 152, annually submit to County the reports required by Section 152.415, and Lessee shall cause each of its covered suborganizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to Lessee who shall, in turn, submit same to County for transmittal to the FAA.