Public access to solicitation documents, bids, proposals, and other information related to JAA's procurement process is governed by the Public Records Law, F.S. Ch. 119, and related statutes including but not limited to sections like 119.01(2)(a), 119.071(3), 119.0713(5)(a), 119.0715(2), 119.0725, 281.301, 282.318 and/or 282.3185, a review of which indicates the documents that would otherwise be posted here, in whole or in part, are exempt from public disclosure.

## EXEMPT From Public Disclosure

For more information, please contact the Jacksonville Aviation Authority's Records Custodian – email: public.records@flyjacksonville.com

## Amendment No. 1 to the Agreement between Jacksonville Aviation Authority and BaumTech, LLC for Automated Teller Machine (ATM) Concession

**This Amendment No. 1** is made and entered into in duplicate this 9<sup>th</sup> day of January, 2025, by and between the Jacksonville Aviation Authority, a Florida public body politic and corporate whose address is 14201 Pecan Park Road, Jacksonville, Florida 32218 (the "Authority") and BaumTech, LLC ("Contractor"), a limited liability company authorized to do business with the state of Florida, regarding the Agreement by and between the Parties dated April 16, 2022, for Automated Teller Machine (ATM) Concession ("Agreement").

## **RECITALS**

**WHEREAS**, on or about April 16, 2022, the Authority entered into an Agreement for Services with the Contractor; and

**WHEREAS**, the Agreement contains a provision that, at the sole discretion of the Authority, permits the Parties to renew the Agreement at the prices, rates, fees, percentages, or discounts contained in the Agreement and;

**WHEREAS**, based on the mutual needs of the Parties, the Authority and Contractor desire to extend the Agreement for 24 months at the Compensation as stated in the Agreement for this renewal period.

**NOW THEREFORE**, THE PARTIES, BASED UPON MUTUAL CONSIDERATION, THE SUFFICIENCY OF WHICH IS ACKNOWLEDGED. AGREE AS FOLLOWS:

- 1. INCORPORATION OF RECITALS. The Parties find that the statements set forth in the above recitals are true and correct and hereby incorporate the same as part of this amendment.
- 2. AGREEMENT RENEWAL. The Parties agree to exercise this first and final renewal permitted under the Agreement, which renewal will result in the continuation of the Agreement for an additional 24 months, from April 16, 2025 to April 15, 2027.
- 3. NON-DISCRIMINATION. In an effort to generally comply with non-discriminatory laws, statutes and authorities, the Parties incorporate the attached **Appendix "A"** and make the same part of this Agreement.
- 4. COMPENSATION. The Parties agree that, in exchange for the proper performance of the services contemplated in the Agreement, Contractor will compensate the Authority pursuant to the previously agreed upon prices, rates, fees, percentages, or

discounts for this renewal period in accordance with the Automated Teller Machine (ATM) Concession Agreement between the Parties dated April 16, 2022.

- 5. AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY. In an effort to generally comply with statutes and authorities, the Parties incorporate the attached **Appendix "B"** and make the same part of this Agreement.
- 6. OTHER TERMS UNCHANGED. Unless specifically amended as part of this and/or a previous amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Amendment on the year and date first written above.

| Attest:   | JACKSONVILLE AVIATION AUTHORITY                               |
|---|---|
| Signed by:Marilyn V. Fryar<br>Signed at:2025-01-30 13:50:06 +00:00  | Signed by:Mark VanLoh<br>Signed at:2025-01-30 13:28:13 +00:00 |
| Reason:Witnessing Marilyn V. Fryar  | Reason:Witnessing Mark VanLoh                                 |
| Hazizyn V. Fayaz JAA Jacksonville Avistion Authority  | Hark D. Vanlah I JAA   Jacksonville Aviston Authority         |
| Marilyn V. Fryar<br>Contract Administrator  | Mark VanLoh, CEO, or<br>His Designee                          |
|   | (Designee's Name and Title, if applicable)                    |
| Attest:   | BAUMTECH, LLC   |
| DocuSigned by:  | N 112 M   |
| Vaniel Rivera   | Rell///   |
| Signature 401   | Signature   |
| Daniel Rivera   | Richard Baumy   |
| Print Name  | Print Name  |
| C00   | CEO   |
| Title   | Title   |
| Approved as to form for the use of the Jacksonville Aviation Signed by:Devin Reed Signed at:2025-01-29 13:27:51 +00:00 Reason:Witnessing Devin Reed | n Authority.  |
| JAA Jacksonville Authority  |   |
| Devin Reed Chief Compliance   | ()tticer  |