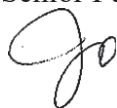


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MEMORANDUM

TO: Annmarie Wise, CPP
Senior Purchasing Agent – IT



FROM: Jo O. Thacker

DATE: June 14, 2023

RE: Amendment No. 1 to Managed Travel Agreement, AAA Corporate Travel
Our File No. 127064-00105

A. Pursuant to your request, the above-referenced Amendment has been reviewed for form and legality and we return two (2) originals to you for processing. As you know, a form and legality review means simply that we have reviewed the execution portion of the Amendment to make sure (1) it has been executed on behalf of the Contractor by an officer who purports to have apparent authority to bind the Contractor; and (2) the Contractor has executed the appropriate signature block.

Our form and legality review was generally satisfactory. Please make sure the execution date is inserted in the first paragraph of each Amendment.

B. In addition, you have asked us to review the Amendment to determine whether it clearly states the obligations of the parties and whether the Amendment, in its entirety, is prohibited by Florida law.

As you know, we were not involved with the bidding, negotiation, or drafting of the Contract and have not had any discussions with Authority representatives concerning the specific terms and conditions that the Authority desires for this Amendment. Therefore, we cannot comment on whether the Amendment accurately reflects the terms and conditions desired by the Authority. We understand from conversations with Purchasing Department personnel that the Authority will be responsible for the accuracy of the content of the Amendment. Further, we understand that you want us

simply to make sure that the Amendment, in its entirety, is not prohibited by Florida law, and, to the extent we can determine without knowing the deal, that the obligations of the parties set forth in the Amendment are clear.

We understand that the Authority's policy on purchasing and procurement of goods and services requires Board approval for the procurement of any type of goods or services in an amount which exceeds \$250,000.00. Board approval is also required for Contracts when the amount exceeds the Chief Executive Officer's procurement approval authority. Further, Board approval is required for Contracts that involve extensions of expired terms by more than six months or where the total value of all Contracts that have not been approved by the Board exceeds \$250,000. In any case, budgeted funds must be available to pay for the procurement.

This amendment is to extend the base term of the existing managed travel agreement to June 5, 2026 and to update the pricing as found in Exhibit A.

The projected annual air spend has not increased and the pricing on certain line items has decreased so there is not an increased fiscal impact. Therefore, Aviation Authority Board approval is not required.

If you would like for us to address any other specific issues in connection with this Amendment, please let us know.

Enclosures

AMENDMENT #1 TO MANAGED TRAVEL AGREEMENT

This Amendment #1 ("Amendment") to the Contract ("Managed Travel Agreement") is entered into this day *May 15*, 2023 by and between and AAA Club Alliance Inc., DBA AAA Corporate Travel ("AAA CT"), and Greater Orlando Aviation Authority ("GOAA")

WHEREAS, GOAA and AAA CT entered into the Managed Travel Agreement dated as of April 1, 2015; and

WHEREAS, GOAA and AAA CT desire to amend the Managed Travel Agreement on the terms and subject to the conditions set forth herein; and

WHEREAS, the Amendment contemplated by the parties must be contained in a written agreement signed by each party; and

WHEREAS the terms of this Amendment shall be effective as of *June 5, 2023* ("Effective Date").

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Managed Travel Agreement.
2. **Amendments to the Existing Agreement.** As of the Effective Date, the Managed Travel Agreement is hereby amended or modified as follows:

The term of the Managed Travel Agreement (the "Term") shall remain in effect for three (3) years until June 5, 2026 unless terminated pursuant to the Managed Travel Agreement, and will be renewed for unlimited one (1) year terms, unless intent to not renew is received by AAA CT.

The Financial Agreement is based on a projected annual air spend of \$99,000.

The Financial Agreement Amendment 1 for Managed Travel Services dated May 15, 2023 attached hereto as Exhibit A shall apply for pricing as of the Effective Date.

3. **Limited Effect.** Except as expressly provided in this Amendment, all of the terms and provisions of the Managed Travel Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Managed Travel Agreement or as a waiver of or consent to any further or future action on the part of either party that would require the waiver or consent of the other party. On and after the Effective Date, each reference in the Managed Travel Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Managed Travel Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Managed Travel Agreement, will mean and be a reference to the Managed Travel Agreement as amended by this Amendment.

4. **Miscellaneous.**

- (a) This Amendment may be executed in counterparts, each of which is deemed an original,

- but all of which constitute one and the same agreement.
- (b) This Amendment constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

AAA CLUB ALLIANCE INC.


Authorized Signature

Name: Thomas C. Wiedemann

Title: Chief Executive Officer

Greater Orlando Aviation Authority


Kevin Thibault
Chief Executive Officer
Jun 22 2023 12:54 PM
DocuSign
Authorized Signature

Name: Kevin J. Thibault P.E., F. ASCE

Title: Chief Executive Officer

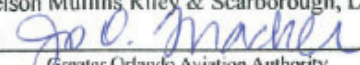
Approved as to Form and Legality
this 14 day of June, 20 23
Nelson Mullins Riley & Scarborough, LLP
By 
Greater Orlando Aviation Authority

Exhibit A
Travel Management Transaction Fees
June 5, 2023 - September 30, 2025

Firm Name		AAA Corporate Travel		
	Notes	Year One June 5, 2023 – Sept. 30, 2023	Year Two Oct 1, 2023 – Sept 30, 2024	Year Three Oct 1, 2024 – Sept 30, 2025
Description of Fees				
Annual Management Fee		N/A	N/A	N/A
Agent Assist – Domestic Air		\$28.00	\$28.00	\$28.00
Agent Assist – Domestic Hotel/Car	w/o Air	\$10.00	\$10.00	\$10.00
Agent Assist – Domestic Rail	w/o Air	\$28.00	\$28.00	\$28.00
Agent Assist – Int'l Air		\$40.00	\$40.00	\$40.00
Agent Assist – Int'l Hotel/Car	w/o Air	\$10.00	\$10.00	\$10.00
Agent Assist – Int'l Rail	w/o Air	\$40.00	\$40.00	\$40.00
Online – Domestic Air		\$3.00	\$3.00	\$3.00
Online – Domestic Hotel/Car	w/o Air	\$3.00	\$3.00	\$3.00
Online – Domestic Rail	w/o Air	\$3.00	\$3.00	\$3.00
Online – Int'l Air		\$3.00	\$3.00	\$3.00
Online – Int'l Hotel/Car	w/o Air	\$3.00	\$3.00	\$3.00
Online – Int'l Rail	w/o Air	\$3.00	\$3.00	\$3.00
Live Chat Assistance		N/A	N/A	N/A
Complex itineraries – dom/int'l		Included	Included	included
Travel Insurance – Int'l/Dom/Baggage only		\$-	\$-	\$-
VIP Services		\$50.00	\$50.00	\$50.00
Paper Tickets		N/A	N/A	N/A
Refund Tickets –Domestic		\$28.00	\$28.00	\$28.00
Refund Tickets –Int'l		\$40.00	\$40.00	\$40.00
Voided Tickets		\$-	\$-	\$-
After Hours Service		\$20.00	\$20.00	\$20.00
Unused Ticket Tracking		included	included	included
Travel Risk Management – dom		\$.50	\$.50	\$.50
Travel Risk Management – Int'l		\$.50	\$.50	\$.50
Traveler Profile Set-up		N/A	N/A	N/A
Standard/Customized Reporting		Included	Included	Included
Traveler Expense Reporting			N/A	
Passport/Travel Documents- Services		Based on Scope	Based on Scope	Based on Scope
Are multiple fees charged if itinerary includes combination of air/car/hotel		no		
Comments:		\$200,000.00 Life Insurance for each Traveler at no cost when itinerary is invoiced via AAA		

Pricing is based on \$99,000 in air travel spend through AAA Corporate Travel

**A transaction fee is defined as any transaction which is invoiced, refunded, or exchanged and based on a per traveler basis. A full service fee will apply to a transaction when the process to complete the request requires action by a full service consultant. **Traveler Security/Risk Management• All reservations are queued to eTravel Technologies and, in the event of an emergency, the traveler will receive an email alert and the travel manager will receive a corporate summary email, alerting to the emergency and all travelers who might be impacted.*