

**AMENDMENT NO. 1**  
**BY AND BETWEEN**  
**GREATER ORLANDO AVIATION AUTHORITY**  
**AND**  
**ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC**  
**TO**  
**PURCHASING AGREEMENT PS-620**

**THIS AMENDMENT NO. 1** made and entered into as of the 13th day of June, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC (formerly known as ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.)** (hereinafter referred to as "Broker").

**WITNESSETH:**

**WHEREAS**, by Agreement dated November 1, 2019, Broker agreed to provide the Authority with Insurance Broker Services for Airport Owners and Operators Aviation General Liability Insurance services at the Orlando International Airport, Orlando, Florida; and

**WHEREAS**, the Agreement provides the Authority with two (2) options to renew the term of the Agreement for additional periods of one (1) year each; and

**WHEREAS**, the Authority desires and the Broker agrees to renew the term of the Agreement for an additional period of one (1) year; and

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Agreement as follows:

1. **Renewal Term of Agreement.** The term of the Agreement shall be, and is hereby renewed and extended for a period of one (1) year, commencing effective as of May 1, 2023 and expiring April 30, 2024.
2. **Compensation.** The Authority shall pay to the Broker, during the first renewal term of the Agreement, upon satisfactory completion of the work required by the provisions of the Agreement, the fees as shown on Attachment "A-1", First Renewal Option Pricing. Compensation shall be paid pursuant to the terms and conditions as provided in the Agreement.
3. **Suit/Proceedings.** The Broker agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Agreement or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange

County, Florida, and Broker waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Broker agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail. a

4.a **Public Entity Crimes Act.** The Broker acknowledges the following notice: d'Aa person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."a

5.a **Whistle Blower Reporting Line.** The Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, contractors, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Authority operations. Should a Contractor suspect any fraud, waste or abuse in connection with any work under this Contract, including any work of its subcontractors or laborers, it shall promptly report such activity at a (877) 370-6354, through email: [GOAA@integritycounts.ca](mailto:GOAA@integritycounts.ca), or through the online reporting form at [www.integritycounts.ca/org/GOAA](http://www.integritycounts.ca/org/GOAA). The Contractor shall include this reporting requirement in all subcontracts and vendor agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in a connection with any other airport operation or project.a


6.a **Records Availability.** All of the Broker's records relating to Services shall, upon reasonable notice by Authority, be made available to Authority or its representatives at all reasonable times, for review, inspection, audit or copy Broker's records. If any such audit establishes that Broker has overstated service fees, the amount of any overcharge paid by Authority as a result of an overstatement shall forthwith be refunded by Broker to Authority with interest thereon, if any, at the prime rate as from time to time published by *The Wall Street Journal* on any overstated amount accrued from forty-five (45) days after the Authority's notice to Broker of a overstatement.a

7.a **Continuing Effect of Agreement Provisions.** Except as amended by this Amendment No. 1, the Agreement shall continue in full force and effect in accordance with its terms and conditions.a

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed as of the date and year first above written.

**"AUTHORITY"**

ATTEST:

 Anna Farmer  
Assistant Secretary  
Jun 15 2023 9:41 AM

DocuSign

Assistant Secretary

**GREATER ORLANDO AVIATION AUTHORITY**



Kevin Thibault  
Chief Executive Officer  
Jun 13 2023 4:58 PM

DocuSign

By:

Chief Executive Officer

[Official Seal]



Jun 15 2023 9:42 AM

DocuSign

**"BROKER"**

ATTEST:

**ARTHUR J. GALLAGHER RISK  
MANAGEMENT SERVICES, LLC**

By:



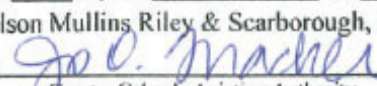
Its: MICHAEL GILLON, AREA PRESIDENT

  
Assistant Secretary

By: \_\_\_\_ Its: \_\_\_\_

Print or Type Name and Title



Approved as to Form and Legality  
this 8 day of May, 2023  
Nelson Mullins Riley & Scarborough, LLP  
By:   
Greater Orlando Aviation Authority

**ATTACHMENT "A-1"**  
**PURCHASING AGREEMENT PS-620**  
**FIRST RENEWAL OPTION PRICING**  
**May 1, 2023 – April 30, 2024**

<b>Term</b>	<b>Annual Broker Fee (Includes MWBE Fee)</b>
May 1, 2023 – April 30, 2024 (12 mos.)	\$ 41,800
<b>First Renewal Option Total</b>	<b>\$ 41,800</b>



## GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport  
One Jeff Fuqua Boulevard e

### MEMORANDUM

TO: e Luis A. Aviles, Senior Manager, Purchasing e

FROM: e Fatima F. Calkins, Assistant Manager, Purchasing e

DATE: e March 16, 2023 e

SUBJECT: e Purchasing Agreement PS-620, Insurance Broker Services for Airport Owners and Operators Aviation General Liability Insurance, Amendment in an amount up to and including \$100,000 e

### ITEM DESCRIPTION

Recommendation to Approve Amendment No. 1 Purchasing Agreement PS-620, Insurance Broker Services for Airport Owners and Operators Aviation General Liability Insurance with Arthur J. Gallagher Risk Management Services, LLC (formerly known as Arthur J. Gallagher Risk Management Services, Inc.) e

### BACKGROUND

The initial term of the Contract is for forty-two (42) months, effective November 1, 2019, for insurance placement on April 1, 2020, and expires March 31, 2023, and with the Aviation Authority having options to renew the Agreement for two (2) additional periods of one (1) year each. e

The Agreement requires Arthur J. Gallagher Risk Management Services, LLC to provide insurance brokerage services to the Aviation Authority for Airport Owners and Operators General Liability Insurance for Orlando International Airport (OIA) and Orlando Executive Airport (OEA). Placement includes excess coverage for both employer's liability and off airport automobile liability insurance. e

### ISSUES

First Renewal Option – April 1, 2023 through March 31, 2024. e

Department – Concurs with the renewal option. e

Contractor – Based on information known at this time, Contractor has performed satisfactorily during the initial term of the Agreement. e

Pricing is based on an Annual Broker Fee of \$41,800. eThe Broker Fee includes an MWBE fee. e

This Agreement includes a Minority and Women Business Enterprise (MWBE) participation goal of 17%. e

### FISCAL IMPACT

The fiscal impact for the first renewal option is a not-to-exceed amount of \$41,800 with funding from the Operations and Maintenance Fund account code: 01.513.170.5460005.000.000000. eFunds expected to be spent under the Agreement in the current fiscal year are within budget. eFunding required in current e



and subsequent fiscal years will be allocated from the Operations and Maintenance Fund, as approved through the budget process and when funds become available.

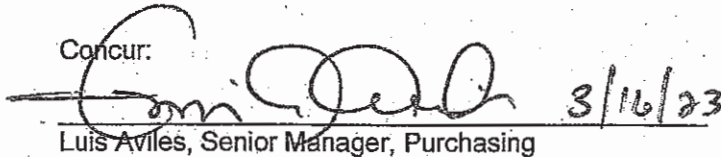
**RECOMMENDED ACTION**

It is respectfully requested that the Senior Purchasing Manager approve the following: (1) approve Amendment No. 1, First Renewal Option , for Purchasing Agreement PS-620, Insurance Broker Services for Airport Owners and Operators Aviation General Liability Insurance with Arthur J. Gallagher Risk Management Services, LLC; (2) authorize funding from the Operations and Maintenance Fund in a not-to-exceed amount of \$41,800; and (3) authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary documents following satisfactory review by legal counsel.

Approved:

 3/16/23  
Fatima F. Calkins, Assistant Manager, Purchasing

Concur:

 3/16/23  
Luis Aviles, Senior Manager, Purchasing

Attachments

- A – Contract History
- B – Contractor Pricing

**ATTACHMENT A**

**CONTRACT HISTORY**

**PS-620, INSURANCE BROKER SERVICES FOR AIRPORT OWNERS AND OPERATORS AVIATION  
GENERAL LIABILITY INSURANCE**

<b>CONTRACT</b>	<b>APPROVALS</b>	<b>DESCRIPTION</b>	<b>TERM</b>	<b>DOLLARS</b>
Initial Term	<ul style="list-style-type: none"><li>• PSC 09/19/2019</li><li>• Aviation Authority Board 10/16/2019 Item "O"</li></ul>	42 Month Initial Term Award	11/01/2019 thru 03/31/2023	\$125,400.00
<b>Amendment No. 1</b>	<ul style="list-style-type: none"><li>• Pending PM Approval 03/16/23</li></ul>	<b>First Renewal Option</b>	<b>04/01/2023 Thru 03/31/2024</b>	<b>\$41,800.00</b>
<b>Total Contract Value with all Changes (approved and proposed)</b>				<b>\$167,200.00</b>

**ATTACHMENT B**



**GREATER ORLANDO AVIATION AUTHORITY**

Orlando International Airport  
One Jeff Fuqua Boulevard  
Orlando, Florida 32827-4399

**MEMORANDUM**

To: Luis Aviles, Senior Manager, Purchasing

From: Orlando Santiago Pérez, MSEP, C.M., Small Business Compliance Administrator

Date: March 9, 2023

Re: Recommendation to Approve Amendment No. 1, Purchasing Agreement PS-620, Insurance Broker Services for Airport Owners and Operators Aviation General Liability Insurance with Arthur J. Gallagher Risk Management Services LLC. (Gallager).

The initial term of the Contract is for forty-two (42) months, effective November 1, 2019, for insurance placement on May 1, 2020, and expires April 30, 2023, and with the Aviation Authority having options to renew the Agreement for two (2) additional periods of one (1) year each.

**Issues:**

First Renewal Option – May 1, 2023 through April 30, 2024.

**Fiscal Impact:**

The fiscal impact for the first renewal option is a not-to-exceed amount of \$41,800.

The contract includes a Minority and Women Business Enterprise (MWBE) participation requirement of 17%. The Small Business Development Department certifies that the vendor is in good standing as it relates to small business requirement.

Should you have questions, you may contact Orlando Santiago at 407-825-7134.



