

AMENDMENT NO. 3

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
BRINKS, INC.
f/k/a Dunbar Armored, Inc.**

TO

PURCHASING CONTRACT 06-18

THIS AMENDMENT NO. 2 made and entered into as of the 7th day of September, 2021, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **BRINK'S U.S., a Division of Brink's, Incorporated Inc. f/k/a Dunbar Armored, Inc.** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated April 1, 2018 as amended by Amendment No. 1 dated October 28, 2019, and as Amended No. 2 dated December 8, 2020, Contractor agreed to provide Armored Car Services at the Orlando International Airport, Orlando, Florida; and

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

WHEREAS, Authority desires to exercise its second option to renew the term of the Contract for an additional period of one (1) year.

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

- 1. Renewal Term of Contract.** The term of the Contract shall be, and hereby is renewed and extended for a period of one (1) year, commencing effective as of April 1, 2022 and expiring March 31, 2023.
- 2. Compensation.** Authority shall pay to the Contractor during the renewal term of the Contract, upon satisfactory completion of the work required by the provisions of the Contract, the Unit Prices as shown on Attachment "A-3", Second Renewal Option Prices. Compensation shall be paid pursuant to the terms and conditions of the Contract.
- 3. Suit/Proceedings.** The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

4. **Public Entity Crimes Act.** The Contractor acknowledges the following notice: “A 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 bids 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.”

5. **Continuing Effect of Contract Provisions.** Except as amended by this Amendment No. 3, the Contract shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be duly executed as of the date and year first above written.

"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY
Phillip N Brown

By: Phillip N. Brown Sep 3 2021 2:52 PM
Chief Executive Officer

ATTEST:

[Signature]
Assistant Secretary

[Official Seal]

"CONTRACTOR"

BRINK'S U.S., A
DIVISION OF BRINK'S, INCORPORATED

Erin Conaghan
By: _____
VP - US Sales
Its: _____

ATTEST:

Secretary

[CORPORATE SEAL]

DocuSigned by:
Erin Conaghan
06EF961D4EED440...

Print or Type Name and Title

Approved as to Form and Legality
this 31 day of August, 20 21
Nelson Mullins Riley & Scarborough, LLP
By: [Signature]
Greater Orlando Aviation Authority

ATTACHMENT "A-3"

**06-18 ARMORED CAR SERVICES
SECOND RENEWAL OPTION
APRIL 1, 2022 THROUGH MARCH 31, 2023**

TRANSPORT LOCATIONS	(a) COST PER TRANSPORT (\$)	X	(b) EST. NO. OF TRANSPORTS PER YEAR*	=	(c) EXTENSION (\$)
Annex to Authority's Designated Bank Depository	\$ <u>18.74</u>	X	260	=	\$ <u>4,872.40</u>
Hyatt Hotel to Authority's Designated Bank Depository	\$ <u>18.74</u>	X	260	=	\$ <u>4,872.40</u>
ADDITIONAL SERVICES	(d) COST PER TRANSPORT/ HOUR	X	(e) EST. NO. OF TRANSPORTS/HOURS PER YEAR*	=	(f) EXTENSION
New Transport Location to Authority's Designated Bank Depository	\$ <u>25.00</u>	X	10	=	\$ <u>250.00</u>
Holiday Fee	\$ <u>65.00</u>	X	10	=	\$ <u>650.00</u>
Research Fee	\$ <u>15.00</u>	X	10	=	\$ <u>150.00</u>
	(g) COST PER EXCESS ITEM	X	(h) EST. NO. OF EXCESS ITEMS PER YEAR*	=	(i) EXTENSION
Excess Items Handling Fee	\$ <u>1.25 per item over 10</u>	X	10	=	\$ <u>12.50</u>
ADDITIONAL SERVICE	(j) COST PER MINUTE IN EXCESS OF STANDARD WAITING TIME				
Waiting Fee	align="center">\$ <u>2.50 per minute over 10</u>				
ESTIMATED TOTAL SECOND RENEWAL OPTION					\$ <u>10,807.30</u>

*The number of transports per year, hours per year, and number of excess items per year has been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of transports, hours, and number of excess items to differ from the estimates. The Authority has no obligation to request any per year, hours per year, and number of excess items per year or to require the use of any particular quantity of transports, transport hours, and excess items. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the cost per transport, cost per hour, and cost per excess item provided in the successful Bidder's Bid for the services and materials actually requested by the Authority and satisfactorily provided by the Contractor. The hourly rate provided in the Bid should take into consideration the hourly rates paid to all of the Contractor's employees used in performing the Contract services.

Proposal Declarations

- Brink's liability in the event of loss or damage to checks shall be limited to all reasonable costs incurred by the Customer in reconstructing and obtaining replacement checks. Brinks shall reimburse Customer for all labor expense, postage, telephone calls, stop payment fees, and any other reasonable costs directly related to reconstruction and obtaining replacement checks. Brink's liability shall not exceed the amount of twenty-five thousand dollars (\$25,000), including an amount not to exceed five thousand dollars (\$5,000) for checks that cannot be reconstructed.
- Deposits will be delivered to Wells Fargo on the next business day.
- Brinks's pricing does not include supplying tamper evident bank bags. Security bags are available for purchase from Brinks Security Products at 800-766-9145.
- Due to the nature of our business armored car routes are subject to change for a variety of reasons including but not limited to traffic and weather conditions as well as road and security issues.
- Brinks's pricing assumes that our personnel can be armed at all times in the performance of their duties.
- Rates include a per pickup liability amount not to exceed \$50,000 per location.
- Brinks's pricing includes fuel - the Aviation Authority will not be charged an additional fuel surcharge.
- Rates do not include emergency service. Availability and pricing can be provided upon request.
- Changes to the scope of work, pick-up locations, depository, liability amounts, frequency, etc. will result in a review of the contract and possible serviceability and/or pricing adjustments.
- Should replacement Red Books (receipt books) or D-Trak cards be needed, the following rates will apply: \$24.00 per Red Book and \$15.00 per D-Trak replacement.
- Brinks's pricing has been provided on the pricing sheets for contract years 1, 2, and 3. Each additional renewal year will be subject to pricing adjustments based on the CPI.
- The provided rates for (a) cost per transport is based on a 5 times a week (Monday-Friday) pick-up schedule. If pick-ups are on-call and not on a specific schedule, the on-call rate of \$25.00 per trip will apply.