

AMENDMENT NO. 2
BY AND BETWEEN
GREATER ORLANDO AVIATION AUTHORITY
AND
COVENANT AVIATION SECURITY, LLC
TO
PURCHASING CONTRACT 01-20

THIS AMENDMENT NO. 2 made and entered into as of the 27th day of July, 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **COVENANT AVIATION SECURITY, LLC** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated November 1, 2019 and as amended by Amendment No. 1 dated October 28, 2019, Contractor agreed to provide Personnel Screening Services at Orlando International Airport, Orlando, Florida; and

WHEREAS, the term of the Contract currently expires on October 31, 2022 and with the Aviation Authority having options to renew the Contract for one (1) additional periods of three (3) years each; and

WHEREAS, the Aviation Authority desires and Contractor agrees to extend the term of the Contract for an additional period of five (5) months

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

- 1. Extended Term of Contract.** The term of the Contract shall be, and hereby is extended for a period of five (5) months, commencing effective as of November 1, 2022 and expiring March 31, 2023. The Aviation Authority may terminate this Contract, at any time upon thirty (30) days prior written notice to the Contractor.
- 2. Compensation.** The Aviation Authority shall pay to the Contractor, upon satisfactory completion of the work required by the provisions of the Contract and this Amendment and approved by the Aviation Authority, as shown on Attachments "A-2", Five (5) Month Contract Extension Pricing. Compensation shall be paid pursuant to the terms and conditions of the Contract.
- 3. Contractor's Performance Bond or Letter of Credit.** Upon execution of this Amendment No. 2, Contractor shall furnish the Aviation Authority with a replacement bond or duly executed rider or other acceptable form of amendment to Contractor's performance bond or Letter of Credit for the amount, which is not less than **One Million Dollars (\$1,000,000.00)**.

4. **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.

5. **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.”

6. **Whistle Blower Reporting Line.** The Aviation 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 Aviation 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 the Aviation Authority operations. Should 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 (877) 370-6354, through email: GOAA@integritycounts.ca, or through the online reporting form at 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 connection with any other airport operation or project.

7. **Continuing Effect of Contract Provisions.** Except as amended by this Amendment No. 2, 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. 2 to be duly executed as of the date and year first above written.

"AVIATION AUTHORITY"

ATTEST:

GREATER ORLANDO AVIATION AUTHORITY

Assistant Secretary

By: _____
Chief Executive Officer

[Official Seal]

Date: _____

"CONTRACTOR"

COVENANT AVIATION SECURITY, LLC

ATTEST:



Secretary

By: Christine M. Mueller
Its: VP Finance and Contracts

[CORPORATE SEAL]

Christine M. Mueller

Print or Type Name and Title

Date: June 10, 2022

Approved as to Form and Legality
this 10 day of June, 2022
Nelson Mullins Riley & Scarborough, LLP
By: [Signature]
Greater Orlando Aviation Authority

From: [Anna Farmer](#)
To: [Directors and Aides](#)
Cc: [Eliot Martinez Fraticelli](#); [James Knusalla](#); [Cheri Baxter](#)
Subject: Designee for Chief Executive Officer
Date: Wednesday, July 20, 2022 11:16:41 AM

Please be advised that Mr. Kevin Thibault, Chief Executive Officer, will be out of the office Wednesday, July 20, 2022 thru Sunday, July 31, 2022. Mr. Tom Draper, Chief of Operations, will be his designee Wednesday, July 20th – Saturday, July 23rd. Mr. Draper can be reached at tdraper@goaa.org or (407) 825-3021.

Ms. Kathleen Sharman, Chief Financial Officer, will be his designee Sunday, July 24th – Sunday, July 31st. Ms. Sharman can be reached at kathleen.sharman@goaa.org or 407-825-2043.

Please continue to use the signature process in place. Thank you.

Anna Farmer

Manager, Board Services
One Jeff Fuqua Boulevard
Orlando, FL 32827
Phone: 407-825-2032
Email: anna.farmer@goaa.org
Website: www.orlandoairports.net

ATTACHMENT "A-2"

**N01-20 PERSONNEL SCREENING SERVICES
STAFFING REQUIREMENTS FIVE (5) MONTH CONTRACT EXTENSION
11/1/22 - 3/31/23**

5-Month Extension Management Fee and Reimbursable Expenses				
	Covenant (Contractor)	MWBE Subcontractor	LDB Subcontractor	Total
Management Fee*	\$ 699,120	\$156,140	\$31,630	\$886,890
Reimbursable Payroll Expenses**	\$1,849,160	\$619,910	\$172,210	\$2,641,280
Reimbursable Operating Expenses**	\$90,420	\$1,490	\$420	\$92,330
	\$2,638,700	\$777,540	\$204,260	\$3,620,500

*Management Fee shall include all costs as outlined in GC Section 2.4.

**Reimbursable Payroll and Operating Expenses shall include all costs as outlined in GC Section 2.5. The Contractor's aggregate invoices for this extension period shall not exceed the total as stated. The Aviation Authority shall only reimburse for the positions requested and approved by the Aviation Authority and satisfactorily provided by the Contractor.