

AMENDMENT NO. 2

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY

AND

FRASCA & ASSOCIATES, LLC

TO

PURCHASING AGREEMENT PA-B-572

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 "Authority") and , **FRASCA & ASSOCIATES, LLC**, (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, by Agreement dated September 1, 2018, and as amended by Amendment No. 1 dated, June 21, 2021, the Consultant agreed to provide professional and related services required in connection with Financial Advisory Services at the Orlando International Airport, and Orlando Executive Airport (the Airports), Orlando, Florida.

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

WHEREAS, Authority desires to exercise its second option to renew the term of the Agreement 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 Agreement as follows:

1. **Renewal Term of Agreement.** The term of the Agreement shall be, and hereby is renewed and extended for a period of one (1) year, commencing effective as of September 1, 2022 and expiring August 31, 2023.
2. **Compensation.** Authority shall pay to the Consultant during the first renewal option of the Agreement, upon satisfactory completion of the work required by the provisions of the Agreement, the Fees as shown on Attachment "A-2", Second Renewal Option – Fee Schedule. Compensation shall be paid pursuant to the terms and conditions of the Agreement.
3. **Suit/Proceedings.** The Consultant 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 Consultant waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Consultant 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 Consultant 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 \$25,000 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

5. **Continuing Effect of Agreement Provisions.** Except as amended by this Amendment No. 2, the Agreement 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.

"AUTHORITY"

ATTEST:

GREATER ORLANDO AVIATION AUTHORITY

Assistant Secretary

By: _____

Print or Type Name and Title

Date: _____

[Official Seal]

"CONSULTANT"

ATTEST:

FRASCA & ASSOCIATES, LLC

Secretary

By: ^{DocuSigned by:} Ken Cushine
F824853EF0844F8...

Its: Principal

Ken Cushine

Print or Type Name and Title

Date: 6/16/2022

[CORPORATE SEAL]

Approved as to Form and Legality
this 27 day of June, 20 22
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"
SECOND RENEWAL OPTION
FEE SCHEDULE
PURCHASING AGREEMENT PA - B - 572
FINANCIAL ADVISOR SERVICES

Fees for all advisory services shall be invoiced in detail based on the following hourly rates which were submitted by the Consultant in response to the Request for Competitive Proposals:

NAME	HOURLY BILLING RATE
Principal	\$400.00
Managing Director	\$350.00
Director	\$300.00
Associate	\$200.00
Analyst	\$150.00

Additionally, the Consultant hereby acknowledges that a negotiated fee cap will be set for all Authority bond transactions or other significant financing transactions and projects, and shall be invoiced upon completion of the transactions.

Fees for all other services shall be invoiced monthly.