

AMENDMENT NO. 1
BY AND BETWEEN
GREATER ORLANDO AVIATION AUTHORITY
AND
KLAUSNER, KAUFMAN, JENSEN AND LEVINSON
TO
PURCHASING AGREEMENT PS-548

This Amendment No. 1 made and entered into as of the 10th day of June, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **KLAUSNER, KAUFMAN, JENSEN AND LEVINSON** hereinafter referred to as "Legal Consultant").

WITNESSETH:

WHEREAS, by Agreement dated August 15, 2018, the Legal Consultant agreed to provide professional and related services required in connection with Pension Attorney Services at the Orlando International Airport, and Orlando Executive Airport (the Airports), Orlando, Florida.

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

WHEREAS, The Aviation Authority desires to exercise its first 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 August 15, 2023 and expiring August 14, 2024.
2. **Compensation.** The Aviation Authority shall pay to the Legal 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-1" **First Renewal Option – Fee Schedule**. Compensation shall be paid pursuant to the terms and conditions of the Agreement.
3. **Suit/Proceedings.** The Legal 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 Legal Consultant waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Legal 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 Legal 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. **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.

6. **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.

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.

"AVIATION AUTHORITY"

ATTEST:

 Anna Farmer
Assistant Secretary
Jun 12 2023 10:47 AM

DocuSign

Assistant Secretary




Jun 12 2023 10:47 AM

DocuSign

[Official Seal]

GREATER ORLANDO AVIATION AUTHORITY

 Kevin Thibault
Chief Executive Officer
Jun 10 2023 8:56 AM

DocuSign

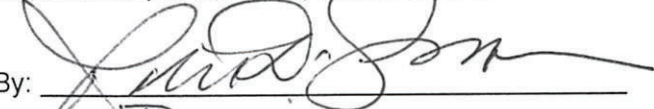
By: _____

Print or Type Name and Title

Date: _____

"LEGAL CONSULTANT"

KLAUSNER, KAUFMAN, JENSEN AND LEVINSON

 By: _____

Its: Principal


Robert D. Klausner, Principal
Print or Type Name and Title

Date: 5/22/23

ATTEST:

 Secretary

[CORPORATE SEAL]

Approved as to Form and Legality
this 31 day of May, 20 23
Nelson Mullins Riley & Scarborough, LLP
By:  Joel Macher
Greater Orlando Aviation Authority

ATTACHMENT "A-1"

FIRST RENEWAL OPTION

FEE SCHEDULE

PURCHASING AGREEMENT PS-548

PENSION ATTORNEY SERVICES

Legal Consultant shall submit statements to the Aviation Authority not more than once each month for all Services rendered hereunder. The Aviation Authority will pay the Legal Consultant the Hourly Rates as listed below:

1. FEES

Category	Hourly Rate
Principal	\$325 per hour
Partner	\$300 per hour
Associate	\$275per hour
Paralegal	\$100 per hour
Other (specify)	\$0 per hour

2. REIMBURSABLE EXPENSES

Other Expenses	Year Five Rate
Faxes	No charge
Long Distance Telephone Calls	No charge
Postage	No charge
Overnight Mail	Actual FEDEX charges
Copies	\$.25 per page