

AMENDMENT NO. 2
BY AND BETWEEN
GREATER ORLANDO AVIATION AUTHORITY
AND
MSL, P.A.
TO
PURCHASING AGREEMENT PS-632

This Amendment No. 2 made and entered into as of the 31 day of May, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **MSL, P.A.** (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, by Agreement dated September 1, 2020, and Amendment No. 1 dated December 21, 2021, Consultant agreed to provide Auditing Services at Orlando International Airport, Orlando, Florida; and

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 September 1, 2023 and expiring August 31, 2024.
- 2. Compensation.** The Aviation 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", First 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 Consultant, supplier, Sub-Consultant, 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 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.

ATTEST:  Anna Farmer
Assistant Secretary
Jun 1 2023 1:25 PM

DocuSign

Assistant Secretary

[Official Seal]  Jun 1 2023 1:25 PM

DocuSign

ATTEST:



Secretary

[CORPORATE SEAL]



"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

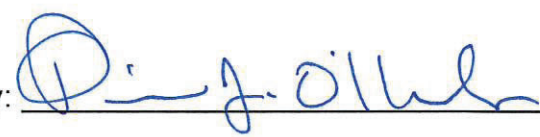
 Kevin Thibault
Chief Executive Officer
May 31 2023 5:30 PM
By: _____
Chief Executive Officer

DocuSign

Date: _____

"CONSULTANT"

MSL, P.A.


By: 

Daniel J. O'Keefe

Print or Type Name

Its: Shareholder

Date: 5/19/2023

Approved as to Form and Legality
this 22 day of May, 20 23
Nelson Mullins Riley & Scarborough, LLP
By: 
Greater Orlando Aviation Authority

ATTACHMENT "A-2"

FIRST RENEWAL OPTION – FEE SCHEDULE

PS-632 AUDITING SERVICES

NOT-TO-EXCEED ANNUAL FIXED FEE

| | |
|--|---------------------|
| GOAA Year End Audit – FY 2023 (October 1, 2022 - September 30, 2023) | <u>\$150,000.00</u> |
| Hyatt Year End Audit – FY 2023 (October 1, 2022 - September 30, 2023) | <u>\$37,500.00</u> |
| Defined Benefit Retirement Plan and other Post Employment Benefit Plan Audits – FY 2023 (October 1, 2022 - September 30, 2023) | <u>\$23,600.00</u> |
| Defined Contribution Plan Audit – CY 2023 (January 1 - December 31, 2023) | <u>\$13,100.00</u> |
| Q1 Quarterly Review – FY 2024 (October 1 - December 31, 2023) | <u>\$6,450.00</u> |
| Q2 Quarterly Review – FY 2024 (January 1 - March 31, 2024) | <u>\$ 6,450.00</u> |
| Q3 Quarterly Review – FY 2024 (April 1 - June 30, 2024) | <u>\$ 6,450.00</u> |
| RENEWAL OPTION 1 | \$243,500.00 |

| ENGAGEMENT TEAM MEMBERS | RENEWAL OPTION 1 HOURLY RATES 09/01/2023 - 08/31/2024 |
|--------------------------------|--|
| Engagement Shareholder | \$ 290.00 per hour |
| Concurring Shareholder | \$ 290.00 per hour |
| Tax Team Shareholder | \$ 290.00 per hour |
| Employee Benefit Shareholder | \$ 290.00 per hour |
| Hospitality Team Shareholder | \$ 290.00 per hour |
| IT Risk Assurance Manager | \$ 240.00 per hour |
| Engagement Manager | \$ 240.00 per hour |
| Single Audit and PFC Manager | \$ 240.00 per hour |
| Engagement Team Manager | \$ 240.00 per hour |
| Staff Accountants | \$ 180.00 per hour |
| | |