

AMENDMENT NO. 4
BY AND BETWEEN
GREATER ORLANDO AVIATION AUTHORITY
AND
MCGRUFF INSURANCE SERVICES, INC.
TO
PURCHASING AGREEMENT PS-441

THIS AMENDMENT NO. 4 made and entered into as of the 14 day of March, 2022, by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Authority") and MCGRUFF INSURANCE SERVICES, INC. (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, by Agreement dated April 1, 2016, and as amended by Amendment No. 1 dated July 7, 2016 Amendment No. 2 dated May 15, 2020, and Amendment No. 3 dated March 3, 2021, Consultant agreed to provide the Authority with professional employee benefit consulting services at Orlando International Airport, Orlando, Florida; and

WHEREAS, the Agreement provides the Authority with three (3) options to renew the term of the Agreement for additional periods of one (1) year each; and

WHEREAS, the Authority desires and the Consultant agrees to renew the term of the Agreement for an additional period of one (1) year; and

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 April 1, 2022 and expiring March 31, 2023.

2. **Compensation.** The Authority shall pay to the Consultant, during the second 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-4", Third Renewal Option Pricing. Compensation shall be paid pursuant to the terms and conditions as provided in 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 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."

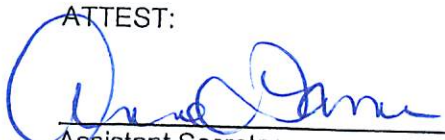
5. **Whistle Blower Reporting Line.** The Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, consultants, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Authority operations. Should Consultant suspect any fraud, waste or abuse in connection with any work under this Agreement, including any work of its Subconsultant or laborers, it shall promptly report such activity at (866) 773-3022, or through the online reporting form www.guardianwhistleblower.com. The Consultant shall include this reporting requirement in all Subconsultant and vendor agreements. The Consultant is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

6. **Records Availability.** All of the Consultant's records directly relating to Services shall, upon reasonable notice by Authority, be made available to Authority or its representatives at all reasonable times, to review, inspect, audit or copy Consultant's records. If any such audit establishes that Consultant has overstated service fees, the amount of any overcharge paid by Authority as a result of an overstatement shall forthwith be refunded by Consultant to Authority with interest thereon, if any, at the prime rate as from time to time published by *The Wall Street Journal* on any overstated amount accrued from forty-five (45) days after the Authority's notice to Consultant of overstatement.

7. **Continuing Effect of Agreement Provisions.** Except as amended by this Amendment No. 4, 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. 4 to be duly executed as of the date and year first above written.

ATTEST:


Assistant Secretary

[Official Seal]

"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By: 
Thomas W. Draper
Acting Chief Executive Officer


ATTEST:

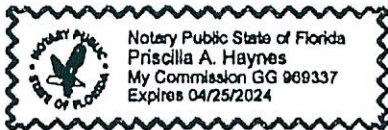

Secretary

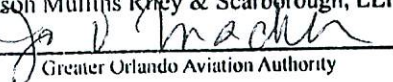
[CORPORATE SEAL]

"CONSULTANT"

MCGRIFF INSURANCE SERVICES, INC.

By: 
Its: 2/2/2022
Wes Dasher, Officer
Print or Type Name and Title



Approved as to Form and Legality
this 7 day of March, 2022
Nelson Mullins Riley & Scarborough, LLP
By: 
Greater Orlando Aviation Authority

ATTACHMENT "A-4"
PURCHASING AGREEMENT PS-441
BENEFITS CONSULTING SERVICES
THIRD RENEWAL OPTION PRICING

1. **FEES:**

Fixed Annual Fee (rather than commissioned base fee) for services as specified in the Scope of Services (as described in Section 2.1 of the General Requirements, Pages GR-3 through GR-5) of this Agreement, including but not limited to labor, travel, materials and overhead cost for providing Benefit Consulting Services. Out-of-pocket expenses incurred by Proposer will not be separately reimbursed. The Authority shall be required to pay fees in accordance with this Section only to the extent that the services associated with such fees are requested by the Authority and are performed to the Authority's satisfaction. Compensation for the renewal option period will be determined at the time of the renewal and shall be acceptable to both parties.

DESCRIPTION	SECOND RENEWAL OPTION FIXED FEE (04/01/2022 – 03/31/2023)
Scope of Services	\$ <u>81,650.00</u>

2. **ADDITIONAL SERVICES:**

Hourly Rates for Additional Services as described in Section 2.2 of the General Requirements, Page GR-5, that are not provided for in the Scope of Services, to be performed by the Engagement Team. These Additional Services shall be requested by and approved in advance in writing by the Authority.

TITLE OF ENGAGEMENT TEAM MEMBER	HOURLY RATE
Senior Consultant	\$ <u>300.00</u> per hour
Senior Account Manager	\$ <u>150.00</u> per hour
Benefit Specialist	\$ <u>75.00</u> per hour
Senior Manager Client Education	\$ <u>150.00</u> per hour
Education & Analytics Manager	\$ <u>100.00</u> per hour