

AMENDMENT NO.2

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
CARR, RIGGS & INGRAM, LLC.**

TO

PURCHASING AGREEMENT PS-B-575

THIS AMENDMENT NO. 2 made and entered into as of the 6 day of JANUARY, 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **CARR, RIGGS & INGRAM, LLC.** (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, by Agreement dated January 1, 2019, and as amended by Amendment No. 1 dated April 1, 2021, Company agreed to provide Accounting, Grant Management, and Internal Control Compliance 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, Authority desires and Consultant agrees to exercise its second (2nd) 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 for a period of one (1) year, commencing effective as of January 1, 2022 and expiring December 31, 2022.
- 2. Compensation.** 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 Hourly Rate as shown in Attachment "A-2" "Second Renewal Option Pricing". 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 an Agreement to provide any goods or services to a public entity, may not submit a bid on an Agreement 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 an Agreement 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.”

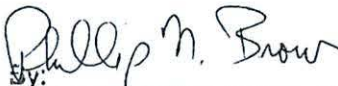
5. Continuing Effect of Agreement Provisions. Except as amended by this Amendment No. 2, the Agreement shall continue in full force and effect in accordance with its terms and conditions.

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.

"AUTHORITY"

ATTEST:

Assistant Secretary

GREATER ORLANDO AVIATION AUTHORITY
Phillip N Brown
Chief Executive Officer
Jan 6 2022 5:02 PM
By: 
Chief Executive Officer DocuSign

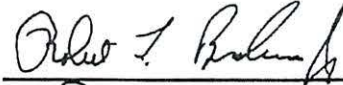
[Official Seal]

ATTEST:

Secretary

"CONSULTANT"

CARR, RIGGS & INGRAM, LLC.

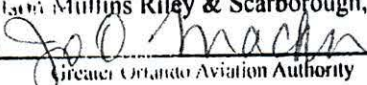
By: 

Its: PARTNER

ROBERT L. BROLINE JR., PARTNER
Print or Type Name and Title

[CORPORATE SEAL]



Approved as to Form and Legality
this 27 day of December 2021
Netam Mullins Riley & Scarborough, LLP
By: 
Greater Orlando Aviation Authority

ATTACHMENT "A-2"

SECOND RENEWAL OPTION PRICING

TITLE OF ENGAGEMENT TEAM MEMBER*	YEAR ONE HOURLY RATE
Partner	\$ <u>260</u> per hour
Manager	\$ <u>180</u> per hour
Supervising Senior	\$ <u>145</u> per hour
Senior Auditor/Accountant	\$ <u>125</u> per hour
Staff Accountant	\$ <u>100</u> per hour
Administrative Staff	\$ <u>80</u> per hour

Total Amendment No. 2 Estimated Value: \$225,000.00

Hourly Rates for services as specified in the Scope of Services (as described in Section 2 of the General Requirements, Pages GR-5) of this Agreement, including but not limited to labor, travel, materials and overhead cost for providing Accounting, Grant Management, and Internal Control Compliance Services. Out-of-pocket expenses incurred by Proposer will not be separately reimbursed. Fees will be invoiced on a monthly basis. 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.

ATTACHMENT "B-2"

SECOND RENEWAL OPTION TASK ORDER

1. The Consultant shall perform the following services under the direction of the Authority Staff:

1.1. Perform agreed upon procedures to produce a periodic report on contract compliance and accuracy of the processing of construction pay applications and professional services invoices, which include complex allocations of expenditures across multiple fund sources.

1.2. Monitor and/or administer federal and state grants according to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Single Audit Act, including the Federal Aviation Administration's (FAA) Airport Improvement Program grants, Federal Emergency Management Agency (FEMA) Disaster Assistance, and the State of Florida Department of Transportation (FDOT) Aviation and Strategic Intermodal System (SIS) grants, and related quarterly and year- end reporting requirements.

1.3. Monitor and/or administer FAA Passenger Facility Charge Program and Order 5500-1 including quarterly and annual reporting requirements.

1.4. Assess internal controls and recommend process improvements.

1.5. Perform monthly reconciliations and other complex financial analyses including, but not limited to, inter-fund reconciliations.

1.6. Preparation of financial information to be included in bond offering documents.

1.7. Provide internal control review of procedures and perform such other extension of staff services necessary to support the Authority.

2. Additional Services:

Proposer, at the option of the Authority, may be engaged to perform additional services needed beyond the Scope of Services as described in Section 2.1 of the General Requirements, Page GR-5. These services shall be performed based on the Hourly Rates provided in Section 1 above. All Additional Services shall be requested by, approved in advance and in writing by the Authority.