

AMENDMENT NO. 15

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
TALX CORPORATION**

TO

PURCHASING AGREEMENT PS-197

THIS AMENDMENT NO. 15 made and entered into as of the 6th day of June, 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **TALX CORPORATION** (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, by Agreement dated April 1, 2007, Renewal letter No. 1 dated March 3, 2008, Renewal Letter No. 2 dated February 11, 2009, Amendment No. 3 dated December 4, 2009, Amendment No. 4 dated March 28, 2011, Amendment No. 5 dated February 22, 2012, Amendment No. 6 dated March 1, 2013, Amendment No. 7 dated December 9, 2013, Amendment No. 8 dated December 15, 2014, Amendment No. 9 dated April 1, 2016, Amendment No. 10 dated March 28, 2017, Amendment No. 11 dated December 19, 2017, Amendment No. 12 dated March 6, 2019, Amendment No. 13 dated April 10, 2020, and Amendment No. 14 dated March 22, 2021, Consultant agreed to provide the Authority with Unemployment Cost Management Services at the Orlando International Airport, Orlando, Florida; and

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

WHEREAS, Authority desires to exercise its fifteenth 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 April 1, 2022 and expiring March 31, 2023.
- 2. Compensation.** The Authority shall pay to the Consultant during the fourteenth renewal term of the Agreement, upon satisfactory completion of the work required by the provisions of the Agreement, as shown on Attachment "A-15", Unemployment Cost Management Services, Fifteenth 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 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, contractors, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with 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. 15, 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. 15 to be duly executed as of the date and year first above written.

“AUTHORITY”

ATTEST: 

Assistant Secretary

Anna Farmer
Assistant Secretary
Jun 6 2022 5:00 PM

GREATER ORLANDO AVIATION AUTHORITY

DocuSign By: 

Chief Executive Officer

Tom Draper
Jun 6 2022 4:36 PM

[Official Seal] 

Secretary

Anna Farmer
Jun 6 2022 5:00 PM
DocuSign

“CONSULTANT”

TALX CORPORATION

ATTEST:

Secretary
[CORPORATE SEAL]

By: Russell McAllister

Its: VP, National Accounts

Russell McAllister

Print or Type Name and Title

Russell McAllister
Russell McAllister (Mar 21, 2022 10:45 EDT)

Approved as to Form and Legality
this 27 day of April, 20 22
Nelson Mullins Riley & Scarborough, LLP
By: Joe O'Macker

Greater Orlando Aviation Authority

Elliot Martinez Fraticelli

From: Anna Farmer
Sent: Wednesday, June 1, 2022 5:15 PM
To: Directors and Aides
Cc: Elliot Martinez Fraticelli; James Knusalla
Subject: Designee for Chief Executive Officer

Please be advised that Mr. Kevin Thibault, Chief Executive Officer, will be out of the office Thursday, June 2, 2022 thru Sunday, June 12, 2022. Ms. Kathleen Sharman, Chief Financial Officer, will be his designee Thursday, June 2nd and Friday, June 3rd. Ms. Sharman can be reached at kathleen.sharman@goaa.org or 407-825-2043.

Mr. Tom Draper, Chief of Operations, will be his designee Saturday, June 4th thru Sunday, June 12th. Mr. Draper can be reached at tdraper@goaa.org or (407) 825-3021.

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

EXHIBIT "A-15"

PURCHASING AGREEMENT PS-197

UNEMPLOYMENT COST MANAGEMENT SERVICES

FIFTEENTH RENEWAL OPTION PRICING

Solution	Details
Unemployment Cost Management	Annual Investment: \$2950 Based on 60 Claims Annually Representation at 10 Hearings *One (1) year agreement. Annual price billed in equal quarterly installments. **Excess claims billed at \$20 each and additional hearings billed at \$225

Estimated Fifteenth Renewal Option Value: \$2,950.00