

AMENDMENT NO. 2

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY

AND

REAL TIME SERVICES, INC., dba, TOP TALENT STAFFING

TO

PURCHASING CONTRACT 19-20-IFB

THIS AMENDMENT NO. 2 made and entered into as of Jun 17, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **REAL TIME SERVICES, INC., dba, TOP TALENT STAFFING**, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated June 1, 2021, and Amendment No. 1 dated April 18, 2023, Contractor agreed to provide Customer Service Ambassadors at Orlando International Airport, Orlando, FL; and

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

WHEREAS, the Aviation Authority desires, and the Contractor agrees to amend the Contract to continue to provide Customer Service Ambassadors services for the Orlando International Airport.

WHEREAS, the Aviation Authority desires to extend the term of the Contract for an additional period of four months; and

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

1. **Effective Date.** The effective date of the Contract Adjustment shall be **June 1, 2024**,
2. **Contract Extension.** The Contract extension shall be, and hereby is extended for a period of four months, commencing effective as of June 1, 2024, and expiring September 30, 2024.
3. **Compensation.** The Aviation Authority shall pay the Contractor for the contract extension, upon satisfactory completion of the work required by the provisions of the Contract, the Rates as found in Attachment "A-2", Four Month Extension. Compensation shall be paid pursuant to the terms and conditions of the Contract.
4. **Suit/Proceedings.** The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

5. Public Entity Crimes Act. The Contractor 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.”

6. Fees Associated with Identification Badges and Keys. The Aviation Authority will issue, for a fee, to all Contractor Responsible Employees an identification badge that will display their picture, name, and other applicable information; and any key(s) required in the performance of the Contract, provided that such person meets the minimum criteria established to receive a badge. **Fees may be increased by the Aviation Authority at any time during the term of this Contract, upon thirty (30) days' notice.**

Note: No personal checks or credit card payments are accepted. Companies will be assessed a \$1,000 fee for each non-returned identification badge and \$500 for each non-returned key.

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

IN WITNESS WHEREOF, the said **GREATER ORLANDO AVIATION AUTHORITY** has caused this Amendment No. 2 to be executed in its name by its Chief Executive Officer, or authorized delegate, and the said Contractor.

“AVIATION AUTHORITY”

GREATER ORLANDO AVIATION AUTHORITY

By: 
box SIGN 1V3Q39J4-4KRLJX73

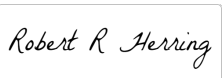
Kevin J. Thibault CEO

Name /Title

Date: Jun 17, 2024

“CONTRACTOR”

REAL TIME SERVICES, INC., dba, TOP TALENT STAFFING (TOP TALENT)

By: 
box SIGN #WLR92R5-#RRLJX73

Robert R Herring Regional Director

Name /Title

Date: Jun 5, 2024

APPROVED AS TO FORM AND LEGALITY

For the use and reliance of the Greater Orlando Aviation Authority, only.

Name of Law Firm: Nelson Mullins Riley & Scarborough LLP

By: 
box SIGN 1R68P9LP-4KRLJX73 Jo O. Thacker
Partner

Date: Jun 8, 2024

ATTACHMENT "A-2"

19-20 Customer Service Ambassador Services

Four Month Extension

	DESCRIPTION	EXTENSION
A.	Management Fee*	<u>\$1,468,012</u>
B.	Reimbursable Payroll and Operating Expense ** (Not to Exceed Amount)	<u>\$1,666,848</u>
	Four Month Extension for amount not to exceed	<u>\$2,222,500</u>

***Management Fee shall include all costs as outlined in General Conditions, Section 2.3, Page GC-2.**

**** Reimbursable Payroll and Operating Expense shall include all costs as outlined in General Conditions, Section 2.4, Pages GC-3 and GC-4. Contractors' aggregate invoices shall not exceed the total as stated above for the Four Month Extension.**