

AMENDMENT NO. 3

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. 3 made and entered into as of Sep 25, 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, Amendment No. 1 dated April 18, 2023, and Amendment No. 2 dated June 17, 2024 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 one month; and

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

- 1. Contract Extension.** The Contract extension shall be, and hereby is extended for a period of one month, commencing **effective as of October 1, 2024, and expiring October 31, 2024.**
- 2. 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-3", One Month Extension. Compensation shall be paid pursuant to the terms and conditions of the Contract.
- 3. 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.

4. 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.”

5. Nongovernmental Entity Declaration Regarding the Use of Coercion for Labor and Services. The Contractor acknowledges the following: Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity, as defined in section 287.138(1), Florida Statutes, to provide an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Greater Orlando Aviation Authority is a governmental entity as defined by and for purposes of section 787.06(13). Contractor shall complete the attached affidavit “B-3” Nongovernmental Entity Declaration Regarding the Use of Coercion for Labor and Services.

6. Continuing Effect of Contract Provisions. Except as amended by this Amendment No. 3, 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. 3 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:  boxSIGN 1V3Q39J4-189Q8ZP2

Kevin J. Thibault/CEO

Name /Title

Date: Sep 25, 2024

“CONTRACTOR”

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

By:  boxSIGN 4WLK92R5-189Q8ZP2

Robert R Herring, Regional Director


Name /Title

Date: Sep 16, 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:  boxSIGN 1R68P9LP-189Q8ZP2

Date: Sep 23, 2024

ATTACHMENT "A-3"

19-20 Customer Service Ambassador Services

One Month Extension

| | DESCRIPTION | EXTENSION |
|-----------|--|----------------------------|
| A. | Management fee* | \$90,415.83 |
| B. | Reimbursable Payroll and Operating Expense** (Not to Exceed Amount) | \$465,209.17 |
| | One Month Extension for Amount Not to Exceed | <u>\$555,625.00</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 One Month Extension.**

ATTACHMENT B3

GREATER ORLANDO AVIATION AUTHORITY
Nongovernmental Entity Declaration Regarding
the Use of Coercion for Labor and Services

| | | | | | |
|--|--|--------|----------------|------|--------------|
| Nongovernmental Entity's Name: | <u>Robert R Herring, Regional Director</u> | | | | |
| Nongovernmental Entity's FEIN: | <u>[REDACTED]</u> | | | | |
| Authorized Officer or Representative Name and Title: | <u>Robert R Herring, Regional Director</u> | | | | |
| Nongovernmental Entity's Address: | <u>1936 Lee Rd. Suite 240</u> | | | | |
| City: | <u>Winter Park</u> | State: | <u>Florida</u> | ZIP: | <u>32789</u> |
| Phone Number: | <u>4078962150</u> | | | | |
| Email Address: | <u>bob@toptalentusa.com</u> | | | | |

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity, as defined in section 287.138(1), Florida Statutes, to provide an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Greater Orlando Aviation Authority is a governmental entity as defined by and for purposes of section 787.06(13).

The nongovernmental entity identified above does not, pursuant to section 787.06(2)(a):

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine, or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

By: : Robert R Herring, Regional Director
Authorized Officer or Representative for Nongovernmental Entity

Print Name and Title: : Robert R Herring, Regional Director

Date: Sep 16, 2024 _