

AMENDMENT NO. 1
BY AND BETWEEN
GREATER ORLANDO AVIATION AUTHORITY
AND
MILLER LIGHTS, INC.
TO
PURCHASING CONTRACT 24-535-IFB

THIS AMENDMENT NO. 1 made and entered into as of Dec 4, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **MILLER LIGHTS, INC.** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract effective July 01, 2024, Contractor agreed to provide a five (5) year services agreement and all labor, supervision, parts and components, tools, equipment, and consumables and all other items necessary or proper for, or incidental to, performing to the installation, removal, storage and refurbishment of holiday decorations within the Orlando International Airport and surrounding support buildings, performing its obligations under Purchasing Contract 24-535-IFB Holiday Decorations at Orlando International Airport (MCO), in accordance with the Contract documents.

WHEREAS, the term of the Contract currently expires on June 30, 2029;

WHEREAS, the Aviation Authority and Contractor agree to amend the Contract for an increase in value for all annual decoration rentals used in setup/takedown;

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

- 1. Increase in Value.** The value of the Contract shall be increased by \$235,000, subject to budget availability, for annual decoration rentals used in setup/takedown, as needed per **Attachment "A-1" Holiday Decoration Service Rentals**. This Increase in Value shall be, and hereby is effective beginning on or about December 1, 2024, 2024 through May 31, 2029.
- 2. Compensation.** The amount paid to the Contractor is based on the work requested, performed, and approved by the Aviation Authority, upon satisfactory completion and pursuant to the provisions of the Contract. 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. Non-governmental Entity Declaration Regarding the Use of Coercion for Labor and Services. The Contractor acknowledges the following: Section 787.06(13), Florida Statutes, requires all non-governmental 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 non-governmental entity under penalty of perjury that the non-governmental 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-1**” **Non-governmental Entity Declaration Regarding the Use of Coercion for Labor and Services.**

6. Continuing Effect of Contract Provisions. Except as amended by this Amendment No. 1, 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. 1 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 15QY5K9L-4LP732WK

Kelly L Loll SVP Procurement Services
Name /Title

Date: Dec 4, 2024

**“CONTRACTOR”
MILLER LIGHTS, INC.**

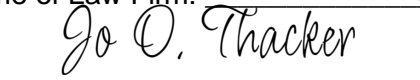
By: 
box SIGN 4W68YJP6-4LP732WK

Ryan Miller President
Name/Title

Date: Nov 19, 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-4LP732WK Jo O. Thacker
Partner

Date: Nov 21, 2024

ATTACHMENT "A-1"
PURCHASING CONTRACT 24-535-IFB
HOLIDAY DECORATION SERVICES

SET-UP AND TAKE DOWN OF HOLIDAY DECORATIONS

LINE ITEM	YEAR	TOTAL
29	Holiday Décor Rental, Yr.1	\$ 75,000.00
29	Holiday Décor Rental, Yr.2	\$ 50,000.00
29	Holiday Décor Rental, Yr.3	\$ 40,000.00
29	Holiday Décor Rental, Yr.4	\$ 40,000.00
29	Holiday Décor Rental, Yr.5	\$ 30,000.00
TOTAL		\$ 235,000.00

ATTACHMENT "B-1"
GREATER ORLANDO AVIATION AUTHORITY
Non-governmental Entity Declaration
Use of Coercion for Labor and Services

Non-governmental Entity's Name: <u>Miller lights Inc</u>	
Non-governmental Entity's FEIN: <u>260818204</u>	
Authorized Officer or Representative Name and Title:	<u>Ryan Miller</u> <u>President</u>
Non-governmental Entity's Address: <u>2578 enterprise road</u>	
City: <u>Orange city</u>	State: <u>Florida</u> ZIP: <u>32863</u>
Phone Number: <u>7327780343</u>	
Email Address: <u>ryan@millerlightsinc.com</u>	

Section 787.06(13), Florida Statutes, requires all non-governmental 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 non-governmental entity under penalty of perjury that the non-governmental 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 non-governmental 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: box SIGN 4W68YJP6-4LP732WK
Authorized Officer or Representative for Non-governmental Entity
Print Name and Title: Ryan Miller President
Date: Nov 19, 2024