

**AMENDMENT NO. 1**

**BY AND BETWEEN**

**GREATER ORLANDO AVIATION AUTHORITY**

**AND**

**RAYMOND JAMES AND ASSOCIATES, INC.**

**TO**

**PURCHASING AGREEMENT PA-A-572**

**THIS AMENDMENT NO. 1** made and entered into as of the 21st day of June, 2021, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **RAYMOND JAMES & ASSOCIATES, INC.**, (hereinafter referred to as "Consultant").

**WITNESSETH:**

**WHEREAS**, by Agreement dated September 1, 2018, the Consultant agreed to provide professional and related services required in connection with Financial Advisory Services at the Orlando International Airport, and Orlando Executive Airport (the Airports), Orlando, Florida.

**WHEREAS**, the Agreement provides Authority with two (2) options to renew the term of the Agreement for additional periods of one (1) year each; and

**WHEREAS**, Authority desires to exercise its first 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 September 1, 2021 and expiring August 31, 2022.
- 2. Compensation.** Authority shall pay to the Consultant during the first renewal option of the Agreement, upon satisfactory completion of the work required by the provisions of the Agreement, the Fees as shown on Attachment "A-1", First Renewal Option – Fee Schedule. 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 \$25,000 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. 1, the Agreement shall continue in full force and effect in accordance with its terms and conditions.

6. **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](mailto:GOAA@integritycounts.ca), or through the online reporting form at [www.integritycounts.ca/org/GOAA](http://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.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed as of the date and year first above written.

ATTEST:

Electronically signed by  
Larissa Bou-Vazquez  
June 21, 2021 at 2:50pm

Assistant Secretary



ATTEST:

asst.

Secretary

[CORPORATE SEAL]



"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

Phillip N Brown  
Chief Executive Officer  
Jun 21 2021 1:21 PM

By: \_\_\_\_\_

Print or Type Name and Title

Date: \_\_\_\_\_

"CONSULTANT"

RAYMOND JAMES & ASSOCIATES, INC.

By:

Its: Managing Director

Jon Eichelberger, Managing Director

Print or Type Name and Title

Date: 05/11/2021

Approved as to Form and Legality  
this 16 day of June, 2021  
Nelson Mullins Riley & Scarborough, LLP  
By: \_\_\_\_\_  
Greater Orlando Aviation Authority

Greater Orlando Aviation Authority

ATTACHMENT


CORPORATE RESOLUTION

I, Lisa M. Pack, Assistant Secretary of Raymond James & Associates, Inc. (the "Corporation"), a corporation organized and existing under the laws of the State of Florida, hereby certify that:

1.) Pursuant to resolutions duly adopted by the Board of Directors of the Corporation by Action by Unanimous Written Consent of the Board of Directors dated as of June 28, 2016, officers or employees of the Public Finance department of the Corporation who hold the titles of Executive Vice President, Senior Managing Director, Senior Vice President, Vice President and Managing Director are authorized and empowered in such capacity to act in the name and on behalf of the Corporation to (i) execute, deliver and cause the Corporation to perform and carry out its obligations under agreements, contracts and any other documents, and (ii) transact any and all business of the Corporation, in connection with municipal underwritings with any person, firm, association or corporation, municipality, state or government or dependence thereof, and such resolutions were duly adopted and are now in full force and effect.

2.) As of the date hereof, the following individual of this corporation is authorized to execute on behalf of this corporation an Agreement with the Greater Orlando Aviation Authority for PA-572-A  
(Project Name)

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

<u>NAME</u>	<u>OFFICIAL TITLE</u>	<u>OFFICIAL SIGNATURE</u>
Jon Eichelberger	Managing Director	

Corporation address 880 Carillon Parkway, St. Petersburg, FL 33716

Corporation phone number 727-567-1191

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary and affixed the seal of the corporation this 11<sup>th</sup> day of May, 2021.

ASSISTANT SECRETARY: Lisa M. Pack  
(Signature)

DATE: May 11, 2021



**ATTACHMENT "A-1"**  
**FIRST RENEWAL OPTION**  
**FEE SCHEDULE**  
**PURCHASING AGREEMENT PA- A-572**  
**FINANCIAL ADVISOR SERVICES**

Fees for all advisory services shall be invoiced in detail based on the following hourly rates which were submitted by the Consultant in response to the Request for Competitive Proposals:

<b>NAME</b>	<b>HOURLY BILLING RATE</b>
Managing Director	\$295.00
Senior Vice President	\$275.00
Vice President	\$225.00
Associate	\$200.00
Analyst	\$175.00

Additionally, the Consultant hereby acknowledges that a negotiated fee cap will be set for all Authority bond transactions or other significant financing transactions and projects, and shall be invoiced upon completion of the transactions.

Fees for all other services shall be invoiced monthly.