

AMENDMENT NO. 2

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY

AND

RAYMOND JAMES AND ASSOCIATES, INC.

TO

PURCHASING AGREEMENT PA-A-572

THIS AMENDMENT NO. 2 made and entered into as of the 27th day of July, 2022, 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, and as amended by Amendment No. 1 dated June 21, 2021, 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 second 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, 2022 and expiring August 31, 2023.
- 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-2", Second 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. 2, 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. 2 to be duly executed as of the date and year first above written.

“AUTHORITY”

ATTEST:

GREATER ORLANDO AVIATION AUTHORITY

Assistant Secretary

By: _____

Print or Type Name and Title

Date: _____

[Official Seal]

“CONSULTANT”

ATTEST:

RAYMOND JAMES & ASSOCIATES, INC.

Secretary

By: Jon Eichelberger

Its: Managing Director

Jon Eichelberger, Managing Director

Print or Type Name and Title

Date: July 6, 2022

[CORPORATE SEAL]

Approved as to Form and Legality
this 13th day of July, 2022
Nelson Mullins Riley & Scarborough, LLP
By: Joel Macker
Greater Orlando Aviation Authority

From: [Anna Farmer](#)
To: [Directors and Aides](#)
Cc: [Eliot Martinez Fraticelli](#); [James Knusalla](#); [Cheri Baxter](#)
Subject: Designee for Chief Executive Officer
Date: Wednesday, July 20, 2022 11:16:41 AM

Please be advised that Mr. Kevin Thibault, Chief Executive Officer, will be out of the office Wednesday, July 20, 2022 thru Sunday, July 31, 2022. Mr. Tom Draper, Chief of Operations, will be his designee Wednesday, July 20th – Saturday, July 23rd. Mr. Draper can be reached at tdraper@goaa.org or (407) 825-3021.

Ms. Kathleen Sharman, Chief Financial Officer, will be his designee Sunday, July 24th – Sunday, July 31st. Ms. Sharman can be reached at kathleen.sharman@goaa.org or 407-825-2043.

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

RAYMOND JAMES & ASSOCIATES, INC.

CERTIFICATE OF INCUMBENCY

I, JONATHAN N. SANTELLI, DO HEREBY CERTIFY that I am the duly appointed, qualified and acting Secretary and General Counsel of Raymond James & Associates, Inc. (the "Company"), a corporation duly organized and validly existing under the laws of the State of Florida;

I DO FURTHER CERTIFY that, as of the date hereof, JON EICHELBERGER is a Managing Director, Public Finance, of the Company, and has all necessary corporate authority to execute any and all documentation and agreements between City of Orlando, Florida, and the Company.


IN WITNESS WHEREOF, I have hereunto set my hand as Secretary and General Counsel of the Company this 17th day of September, 2018.



Jonathan N. Santelli
Secretary and General Counsel

STATE OF FLORIDA
COUNTY OF PINELLAS

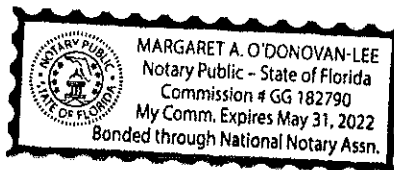
The foregoing Certificate of Incumbency was acknowledged before me this 17th day of September, 2018 by Jonathan N. Santelli, Secretary and General Counsel of Raymond James & Associates, Inc., on behalf of the corporation, and who is personally known to me.



Notary Public

(Notary Seal)

My Commission expires: 5/31/22



ATTACHMENT "A-2"

SECOND 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:

NAME	HOURLY BILLING RATE
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.