

**SECOND AMENDMENT  
TO THE  
INTERLOCAL AGREEMENT  
BY AND BETWEEN  
JACKSONVILLE TRANSPORTATION AUTHORITY (JTA)  
AND THE  
THE JACKSONVILLE AVIATION AUTHORITY (JAA)  
REGARDING FUNDING FOR CERTIFICATION OF THE  
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

**THIS SECOND AMENDMENT** to the Interlocal Agreement is made and entered into this day 15th of July 2021, by and between the **JACKSONVILLE TRANSPORTATION AUTHORITY** (hereinafter “Authority” or “JTA”), a body politic and corporate created pursuant to Part II, Chapter 349, Florida Statutes, whose primary business address is 121 West Forsyth Street, Suite 200, Jacksonville, FL 32202, and **JACKSONVILLE AVIATION AUTHORITY** (hereinafter “JAA”), a body politic and corporate organized and existing under the laws of Florida. The Authority and the Supplier may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

**W I T N E S S E T H**

**WHEREAS**, the Authority and the Parties entered into that certain **Interlocal Agreement** as of July 18, 2016 (the “Original Agreement”);

**WHEREAS**, on or about April 11, 2019, the Parties exercised a renewal of the Agreement pursuant to **Amendment No. 1**; and

**WHEREAS**, the parties desire to continue this interlocal relationship, as it has proven to be mutually beneficial.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

**1. MODIFICATIONS**

The term established by Amendment No. 1 is hereby extended for an additional three (3) years, two months and twelve days. The expiration date is now September 30, 2024. The term may be further renewed at the mutual written concurrence of both Parties.

**2. MISCELLANEOUS**

- a. This Second Amendment and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.

- b. This Second Amendment, when executed by the Parties, shall be effective as of the date stated above. All understandings and agreements by and between the JAA and JTA with respect to the matters contained herein are merged into, or superseded by, this Second Amendment. This Second Amendment fully and completely expresses the agreement of the Parties with respect to the matters contained herein and shall not be modified or further amended except by written agreement executed by each of the Parties hereto. The parties understand and agree that no representations of any kind whatsoever have been made to either other than as appear in this Second Amendment, that either has not relied on any such representations, and that no claim that either has so relied may be made at any time and for any purpose.
- c. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed original; however, all of which when taken together shall constitute one and the same instrument.
- d. Except as amended and/or modified by this Second Amendment, the Original Agreement and other modification thereto are hereby ratified and confirmed and all other terms of the Original Agreement remain in full force and effect, unaltered, and unchanged by this Second Amendment. Whether or not specifically amended by this Second Amendment, all of the terms and provisions of the Original Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Second Amendment.

(Signature Page Follows)

**IN WITNESS WHEREOF**, the Parties have executed this Second Amendment, effective as of the date indicated above.

**JACKSONVILLE AVIATION AUTHORITY:**

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

Printed Name: Mark VanLoh

Title: Chief Executive Officer

**APPROVED AS TO FORM:**

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

Printed Name: Devin J. Reed

Title: Chief Legal Officer

**JACKSONVILLE TRANSPORTATION AUTHORITY:**

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

Printed Name: Cleveland Ferguson III

Title: SVP/Chief Administrative Officer

**APPROVED AS TO FORM:**

By: See Above Signature

Printed Name: Cleveland Ferguson III

Title: SVP/Chief Administrative Officer

Execute in Triplicate Distribution (electronic):

1. JAA
2. JTA Contracts Department
3. JTA Project Manager – User Department