

**Amendment No. 01  
to the Agreement between  
Jacksonville Aviation Authority  
and  
FOLEY & LARDNER LLP  
for  
Bond/Tax Counsel Services**

**This Amendment No. 01** is made and entered into in duplicate this 20<sup>th</sup> day of October 2020, by and between the Jacksonville Aviation Authority (the “Authority”) and FOLEY & LARDNER, LLP (“Contractor”), regarding the Agreement by and between the Parties dated 21<sup>st</sup> of September 2016, for Bond/Tax Counsel Services (“Agreement”).

*RECITALS*

**WHEREAS**, on or about 21st of September 2016, the Authority entered into an Agreement for Services with the Contractor; and

**WHEREAS**, the Agreement contains a provision that, at the sole discretion of the Authority, permits the Parties to renew the Agreement at the prices, rates, fees, percentages, or discounts contained in the Agreement;

**WHEREAS**, based on the mutual needs of the Parties, the Authority and Contractor agree to a 36-month extension of the Agreement at the Compensation as stated in the Agreement for this renewal periods.

**NOW THEREFORE**, THE PARTIES, BASED UPON MUTUAL CONSIDERATION, THE SUFFICIENCY OF WHICH IS ACKNOWLEDGED, AGREE AS FOLLOWS:

1. **INCORPORATION OF RECITALS.** The Parties find that the statements set forth in the above recitals are true and correct and hereby incorporate the same as part of this amendment.

2. **AGREEMENT RENEWAL.** The Parties agree to exercise the three successive, one-year renewal options permitted under the Agreement, which renewal will result in the continuation of the Agreement for an additional 36 months, from October 1, 2020 to September 30, 2023.

3. **NON-DISCRIMINATION.** In an effort to generally comply with non-discriminatory laws, statutes and authorities, the Parties incorporate the attached **Appendix “A”** and make the same part of this Agreement.

4. **COMPENSATION.** The Parties agree that, in exchange for the proper performance of the services contemplated in the Agreement, Contractor will be compensated pursuant to the previously agreed upon prices, rates, fees, percentages, or

discounts for this renewal period, as indicated by **Exhibit A** hereto. Drew Moore will be added to the list of attorneys at an hourly rate of \$295.00.

5. OTHER TERMS UNCHANGED. Unless specifically amended as part of this and/or a previous amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Amendment on the year and date first written above.

Attest:

JACKSONVILLE AVIATION AUTHORITY

\_\_\_\_\_  
LeNedda Edwards  
Procurement Manager

\_\_\_\_\_  
Mark VanLoh, CEO, or  
His Designee

\_\_\_\_\_  
(Designee's Name and Title, if applicable)

Attest:

FOLEY & LARDNER LLP

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Emily Magee  
Print Name

\_\_\_\_\_  
Chauncey Lever  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Approved as to form for the  
use of the Jacksonville Aviation Authority.

\_\_\_\_\_  
Devin Reed, Director of Administration

**APPENDIX A**  
**REQUIRED TITLE VI PROVISIONS FOR CONTRACTORS:**

1. **Civil Rights – 49 USC § 47123:** Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractor and subtier contractors from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
  
2. **Nondiscrimination:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, the Contractor, for itself, subcontractors, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree not to participate directly or indirectly in discriminatory activity or any kind and that no person on the ground of race, color, or national origin, will be subjected to discrimination in the execution of this Agreement, including employment practices (see Appendix B of 49 CFR Part 21). With respect to the Agreement, in the event of breach of the above nondiscrimination covenant, the Authority will have the right to terminate the Agreement and to pursue should remedies against Contractor as may be permitted by applicable law.
  
3. **Title VI and Related Law Compliance:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, Contractor, for itself, subcontractors, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended from time to time, including but not limited to:
  - a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**4. Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.:** All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the above-referenced statute and regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**5. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work required under this Agreement, to be performed under a subcontract, which also includes procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, creed, color, national origin, sex, age, or disability. Contractor will incorporate this Agreement (the Prime Contract) into its subcontract agreements, such that its subcontractors are obligated to Contractor to the same extent Contractor is obligated to JAA under the Prime Contract. However, nothing contained in the Prime Contract creates any contractual relationship between Subcontractor and JAA. Contractor's subcontract agreements shall require its subcontractors to generally agree to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended, as well as those non-discrimination statutes and authorities listed in Paragraph 3, above. For purposes of compliance with this section, Contractor shall furnish documented proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with the above.

**6. Occupational Safety and Health Act of 1970 – 20 CFR Part 1910:** All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its sub-Contractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

7. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to JAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
8. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, JAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) Withholding payments to the Contractor under the contract until the Contractor complies; and/or (ii) Cancelling, terminating, or suspending a contract, in whole or in part.
9. **Incorporation of Provisions:** The Contractor will: (i) include the above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto; and (ii) take action with respect to any subcontract or procurement as JAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request JAA to enter into any litigation to protect the interests of JAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
10. **Veteran's Preference:** In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

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**EXHIBIT A**

**Compensation Information  
Request for Proposals (RFP) No. 16-03-31001**

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## C. Fees and Charges

A. **Bond Counsel Services:** Specify and submit rates expressed as “X” amount per \$1,000 principal amount of bonds issued. These rates and any travel reimbursements shall be paid only if bonds are issued. Include any proposed minimum or maximum fee. It is understood and agreed that attendance at JAA meetings and any JAA Board meetings, and all work necessary for the issuance of the bonds, is included in this fee. Submit sub-contracting cost, if any and specifically identify.

For Bond Counsel services (including Tax Counsel services) for each series of Bonds:

\$1.50 per \$1,000 bond – first \$25,000,000  
\$1.10 per \$1,000 bond – next \$25,000,000  
\$0.75 per \$1,000 bond – next \$25,000,000  
\$0.50 per \$1,000 bond – next \$25,000,000  
\$0.25 per \$1,000 bond – thereafter

Minimum Fee: \$22,500.00  
Maximum Fee: \$110,000.00

Depending on the complexity, or lack thereof, of the legal work associated with the issuance of Bonds, the above fee schedule, can be adjusted up or down upon the written consent of both parties.

For both Bond Counsel services and Disclosure Counsel services for a single bond issue – a fee equal to 1.5 times the fee calculated in the manner provided above.

B. **Hourly Rates:** Specify and submit hourly rates on miscellaneous items on an as-needed basis, along with sub-contracting costs, if any. Set forth all present applicable hourly rates that you may charge during the term of the engagement for services rendered outside a specific bond transaction, and identify the work if possible. For example, you may set forth hourly rates for partners, associates, paralegals, etc. Also, set forth hourly rates which differ based upon court preparation and court appearances, conference time, travel time, document draft, etc. Do not use blended hourly rates for any quote.

Normal hourly rates for the Key Attorneys are as follows: Chauncey W. Lever, Jr., \$475; Emily F. Magee, \$425; and Timothy J. Bramwell \$320.

Normal hourly rates for other Attorneys, if needed, are as follows: Michael G. Bailey, \$645; and David Y. Bannard, \$575.

C. **Disclosure Counsel:** Specify and submit any hourly fee and state whether a minimum or a maximum fee is proposed. Include a separate proposal for (i) Annual Disclosure Reports; (ii) Disclosure in Preliminary Official Statement and Official Statement per bond issue; and (iii) Interim Disclosures based on occurrence of a material event requiring disclosure.

Normal hourly rates for partners, associates and paralegals working on matter (see B above). For services pursuant to section (ii) above, see A. No minimum or maximum fee.



**D. Tax Counsel Services:** Specify and submit any hourly fee and state whether a minimum or a maximum fee is proposed.

To the extent that our tax counsel services are not subsumed by our bond counsel services as described above, normal hourly rates for partners, associates and paralegals working on matters will apply. No minimum or maximum fee.

**E. Reimbursement Expenses:** Specify and submit reimbursable expenses, travel estimation (air fare, meals lodging, etc.) reproduction, postage, phone calls, air express charges, and other out of pocket reimbursable expenses, including any surcharge or billing charge associated therewith. NOTE: Travel expenses will be adjusted in accordance with the JAA Travel Policy, Exhibit F. Include any substantial costs for services to be performed on a subcontracted basis.

We propose to be reimbursed for our expenses and disbursements relating to the particular matter, which we would estimate to be about \$2,500 for an average bond issue. However, these expenses depend on the type of financing and are largely beyond our control. The principal expense is the cost of producing the requisite copies of the transcript of proceedings for the various parties to the transaction. These costs are reduced to the extent that CD-ROM versions of the transcript are substituted for bound and unbound copies of the transcript. We would not expect to incur any travel expenses. We understand that in the event of any require travel, our travel expenses would be adjusted in accordance with the JAA's Travel Policy.

**F.** Submit the maximum annual fee for each year (consecutive 12 month period) of the contract regardless of the number of bond deals in each year (i.e., the maximum fees to be received during the period for work performed under Article III).

\$300,000.00