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EXEMPT

From Public Disclosure

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**Amendment No. 1
to the Agreement between
Jacksonville Aviation Authority
and
Virtower LLC
for
Operations and Noise Monitoring Software**

This Amendment No. 1 is made and entered into in duplicate this 10th day of September, 2024, by and between the Jacksonville Aviation Authority, a Florida public body politic and corporate whose address is 14201 Pecan Park Road, Jacksonville, Florida 32218 (the “Authority”) and Virtower LLC (“Contractor”), a limited liability company authorized to do business with the state of Florida, regarding the Agreement by and between the Parties dated October 1, 2021, for Operations and Noise Monitoring Software (“Agreement”).

RECITALS

WHEREAS, on or about October 1, 2021, 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, the State of Florida Department of Transportation (FDOT) awarded Contract No. BEG82 to Contractor for the Statewide Airport Operations Counting Data Collection. The Agreement between the Parties include an annual payment to the Contractor for basic FAA 5010 data fees in the amount of \$2,200.00 per Airport for an initial three (3) year period, with the option for three (3) additional years as outlined in **Exhibit A** attached hereto;

WHEREAS, the October 21, 2021, Agreement between the Authority and Contractor included compensation to be paid by the Authority to Contractor for basic FAA 5010 data fees. The Authority and Contractor have mutually agreed to apply the \$2,200.00 paid by FDOT to the Contractor for the basic FAA 5010 data as a discount per Airport, thereby reducing the previously agreed upon fees between the Authority and Contractor; and

WHEREAS, based on the mutual needs of the Parties, the Authority and Contractor agree to a 24-month extension of the Agreement at the Compensation as stated in the Agreement for this renewal period.

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

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

Attest:

JACKSONVILLE AVIATION AUTHORITY

Signed by: Marilyn V. Fryar
Signed at: 2024-09-26 13:32:04 +00:00
Reason: Witnessing Marilyn V. Fryar

Signed by: Tony Cugno
Signed at: 2024-09-25 18:56:20 +00:00
Reason: Witnessing Tony Cugno

Marilyn V. Fryar 

Tony Cugno 

Marilyn V. Fryar
Contract Administrator

Mark VanLoh, CEO, or
His Designee

(Designee's Name and Title, if applicable)

Attest:

VIRTOWER LLC

DocuSigned by:
Madonna Cootware
FA87D74D3EB74B8

DocuSigned by:
Les Goldsmith
986DAA39188044D

Signature

Signature

Madonna Cootware

Les Goldsmith

Print Name

Print Name

Director of Airport Services

President

Title

Title

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

Signed by: Devin Reed
Signed at: 2024-09-25 18:42:24 +00:00
Reason: Witnessing Devin Reed

Devin Reed 

Devin Reed, Chief Compliance Officer