Downtown Investment Authority

MEMORANDUM

TO: Greg Pease, Chairman
Professional Services Evaluation Committee (PSEC)

FROM: Aundra Wallace, Chief Executive Officer
Downtown Investment Authority

SUBJECT: Agreement between City of Jacksonville and Infinity Global Solutions, LLC
Extension through September 30, 2017

DATE: November 28, 2017

On behalf of the City of Jacksonville through the Downtown Investment Authority ("DIA"), as the Chief Executive Officer for DIA, I would like to amend the Agreement (P-22-15) between the City of Jacksonville and Infinity Global Solutions, LLC., to exercise the option for one-year renewal, extending the term of the Agreement through September 30, 2018. The agreement expired on September 30, 2017, and the DIA would also request the contracted renewal be ratified back to the expiration date of September 30, 2017.

Pursuant to Article 3, section 3.01, "This Agreement may be renewed on terms mutually agreeable to the parties for up to three one-year renewal periods." This renewal constitutes the second of the three renewals permissible by the aforementioned Article 3, section 3.01.

The Description of Services and Deliverables identified in section 4 of the Agreement will remain the same during this renewal period ending September 30, 2018. The Fee Schedule Breakdown for Real Estate Consulting Services identified in Exhibit 'B' to the Agreement will remain the same during this renewal period ending September 30, 2018.

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SECOND AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
INFINITY GLOBAL SOLUTIONS, LLC
FOR
REAL ESTATE CONSULTING SERVICES

THIS SECOND AMENDMENT to Agreement for real estate consulting services is made and entered into in duplicate this ____ day of _____, 2017, but made effective as of October 1, 2017, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (the "CITY"), and INFINITY GLOBAL SOLUTIONS, LLC, a Florida limited liability company with principal offices at 800 West Monroe Street, Jacksonville, Florida 32202 (the "CONSULTANT").

WITNESSETH:

WHEREAS, on June 26, 2015, CITY and CONSULTANT made and entered into City of Jacksonville Contract No. 10134 (hereinafter the "Agreement"); and

WHEREAS, said Agreement has been amended one time previously; and

WHEREAS, said Agreement should be amended by exercising the second of three (3) one year renewal options so as to extend the period of service from October 1, 2017, to September 30, 2018, with one (1) one-year renewal option remaining at mutually agreeable terms, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, the parties agree to amend said Agreement as follows:

1. The above-stated recitals are true and correct and are made a part hereof and are incorporated herein by this reference.

2. Section 3.01 of said Agreement is amended by exercising the second of three (3) one year renewal options so as to extend the period of service from October 1, 2017, to September 30, 2018, with one (1) one-year renewal option remaining at mutually agreeable terms, and as amended shall read as follows:

"3.01. The term of this Agreement shall become effective as of the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and

provisions as set forth herein until September 30, 2018, unless sooner terminated by either party, with or without cause, by giving of not less than thirty (30) days' prior written notice to the other party to this Agreement. This Agreement may be renewed on terms mutually agreeable to the parties for one (1) one-year renewal period."

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Agreement shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment the day and year first above written.

ATTEST:

By_____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By_____
Lenny Curry
Mayor

In accordance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement, and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance
CITY Contract Number: 10134, 2d Amd.

Form Approved:

_____
Office of General Counsel

WITNESS:

By_____
Signature

_____
Type/Print Name

_____
Title

INFINITY GLOBAL SOLUTIONS, LLC

By_____
Signature

_____
Type/Print Name

_____
Title

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