

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF JACKSONVILLE AND
MICHAEL HUYGHUE & ASSOCIATES, LLC FOR
STADIUM LEASE AND DEVELOPMENT CONSULTING SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT (this “**First Amendment**”) is dated this ____ day of _____, 2024 (the “**Effective Date**”), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the “**City**”), and **MICHAEL HUYGHUE & ASSOCIATES, LLC**, a Delaware limited liability company (the “**Consultant**”).

WHEREAS, the City and Consultant are parties to that certain Agreement Between the City of Jacksonville and Michael Huyghue & Associates, LLC for Stadium Lease and Development Consulting Services (City Contract #664915-23) dated September 20, 2023 (the “**Agreement**”), pursuant to which Consultant was retained to provide certain consulting services to the City Council in connection with review of documents related to the development or redevelopment of a football stadium and ancillary facilities to be located in the City; and

WHEREAS, the parties desire to amend the Contract as authorized by Ordinance 2024-____-E, to extend the term of the Agreement to expire on September 30, 2025 with all other terms and conditions of the Agreement remaining the same.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The above-stated recitals are correct and true and are hereby incorporated in and made a part of this First Amendment.

2. Capitalized Terms. Unless otherwise defined in this First Amendment, all capitalized terms have the meanings given to them in the Agreement.

3. Amendment to Duration of Agreement. Subsection 4.a. of the Agreement is hereby amended and shall read as follows:

4. Duration of Agreement; Termination.

“a. 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 and set forth herein until September 30, 2025, 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.”

4. Authority. Consultant represents and warrants to the City that Consultant has full right and authority to execute and perform its obligations under this First Amendment and the Agreement, and Consultant and the person(s) signing this First Amendment on Consultant’s behalf represent and warrant to the City that such person(s) is duly authorized to execute this First Amendment on Consultant’s behalf without further consent or approval by anyone. Consultant shall

deliver to the City promptly upon request all documents reasonably requested by the City to evidence such authority.

5. Ratification of Agreement. The provisions of the Agreement remain in full force and effect except as expressly provided in this First Amendment.

6. Entire Agreement. This First Amendment is the entire agreement of the parties regarding the modifications to the Agreement as provided herein and supersedes all prior agreements and understandings regarding such subject matter and may be modified only by a writing executed by the party against whom the modification is sought to be enforced and shall bind and benefit the parties and their respective successors, legal representatives, and assigns.

7. Counterparts; Electronic Signatures. This First Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement. The parties further agree that the electronic transmission of all signatures shall constitute and be evidence of an executed contract.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

WITNESS:

MICHAEL HUYGHUE & ASSOCIATES, LLC, a Delaware limited liability company

Signature

By: _____
Michael Huyghue
Its: Managing Member

Print Name

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Donna Deegan
Mayor

Encumbrance and funding information for internal City use:

Amount Increase: \$0.00
Total Maximum Indebtedness: \$150,000.00

The above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing contract; provided, however, this certification is not, nor shall it be interpreted as, an encumbrance of funding under the contract. Actual encumbrances shall be made by subsequent purchase orders as specified in the contract.

Director of Finance
City Contract #664915-23, Amendment 1

Form Approved:

Office of General Counsel

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