

8542-02
Amd 7

**Amendment Number Seven to:
AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
GHYABI & ASSOCIATES, INC.
FOR
Consulting Services for Traffic/Transit Concurrency Review
And Proportional Share Assessment Review**

THIS AMENDMENT NUMBER SEVEN TO AGREEMENT is made and entered into in duplicate this 21 day of October, 2013, by and between the CITY OF JACKSONVILLE (hereinafter referred to as the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and GHYABI & ASSOCIATES, INC. (hereinafter referred to as the "CONSULTANT"), a Florida corporation with principal offices at 118 W. Adams St., Suite 700, Jacksonville, FL 32202, for consulting services for a traffic/transit concurrency review & proportional share assessment review (hereinafter referred to as the "Project").

RECITALS:

WHEREAS, on September 11, 2007, the parties made and entered into City Contract # 8542-02 (hereinafter referred to as the "Agreement") for the Project; and

WHEREAS, said Agreement has been amended six (6) times previously; and

WHEREAS, from September 30, 2013 through the day and year first above written the parties hereto have worked together continuously and without interruption for CONSULTANT to provide traffic/transit concurrency review and proportional share assessment review services; and

WHEREAS, said Agreement should be further amended, in part, by accepting, adopting and ratifying all actions of the parties under the Agreement from September 30, 2013 through the day and year first above written, and by extending the period of service from October 1, 2013 to December 31, 2013, with no increase in the maximum indebtedness amount and with all other

provisions, terms and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the Agreement and of the mutual covenants and agreements hereinafter contained, and for other legally sufficient good and valuable consideration, the legal sufficiency of which is admitted by the parties, the parties agree to further amend the Agreement as follows:

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

2. Section 3.01 of said Agreement is amended, in part, by extending the term of the Agreement from October 1, 2013 to December 31, 2013 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 December 31, 2013, 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.”

SAVE AND EXCEPT, as expressly amended by and in this instrument, the provisions, terms and conditions of City Contract # 8542-02, as previously amended, shall remain unchanged and shall continue in full force and effect.

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

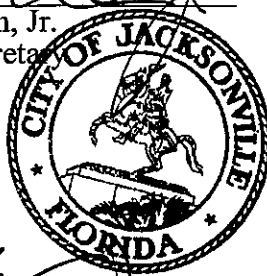
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By *James R. McCain, Jr.*
James R. McCain, Jr.
Corporation Secretary

By *Karen Bowling*
Alvin Brown, Mayor



Form Approved:

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

James R. McCain, Jr.
Office of General Counsel

ATTEST:

GHYABI AND ASSOCIATES, INC.

By _____
Signature

By *Maryam Ghyabi*
Signature

Type/Print Name

Maryam Ghyabi

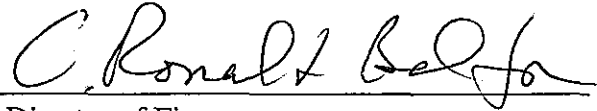
Type/Print Name

Title

President

Title

In accordance with 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

8542-02 Amd #7

