

**SEVENTH AMENDMENT TO
AGREEMENT FOR ST. JOHNS RIVER TAXI SERVICES**

THIS SEVENTH AMENDMENT TO AGREEMENT FOR ST. JOHNS RIVER TAXI SERVICES (“*Amendment*”) is effective the 29th day of May, 2015, by and between the **CITY OF JACKSONVILLE**, a municipal corporation and political subdivision of the State of Florida (“*City*”), whose address is c/o Parks, Recreation, and Community Services Department, 214 Hogan Street North, Jacksonville, Florida 32202, and **LAKESHORE MARINE SERVICES, LLC**, a Florida limited liability company, formerly known as LAKESHORE MASTERCRAFT AND MERCURY, LLC, doing business as LAKESHORE MARINE, whose address is 3326-7 Lakeshore Blvd., Jacksonville, FL, 32210 (“*Operator*”).

BACKGROUND FACTS

A. City and Operator entered into that certain Agreement for St. Johns River Water Taxi Services dated August 4th, 2014, as amended (collectively, the “*Agreement*”) pursuant to the City’s authority under Administrative Award No. AD-0626-14; and

B. City and Operator desire to amend the Service Period of the Agreement as set forth herein.

NOW, THEREFORE, in mutual consideration of the provisions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. **Background Facts.** The Background Facts as set forth above are agreed to be true and correct and incorporated herein by this reference.
2. **Capitalized Terms.** Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in the Agreement.
3. **Amendment to Section 3 of the Agreement.** The Section 3 of the Agreement is amended to extend the Service Period to June 30, 2015 and provide for the City’s right to terminate the Agreement upon twenty-four (24) hour advance written notice to the Operator. Accordingly, the Section 3 is amended to read as follows:

The effective date of this Agreement shall be on the day and year first written above; provided, however, the period of service (the “*Service Period*”) shall begin on the Delivery Date (in Section 2.1 above) and shall continue until June 30, 2015. City may terminate this Agreement for convenience upon twenty-four (24) hour advance written notice to Operator. City may also terminate this Agreement immediately upon notice if City determines that termination is necessary to protect the public health, safety or welfare, or enter into a long-term operator agreement.

4. **Amendment to Water Taxis Definition.** Operator acknowledges that the Rental Agreement has been amended by City and Frisch Services, LLC (“*Frisch Services*”) to allow City’s use of the 50 passenger pontoon water taxi vessel on a day-to-day Rental Agreement term. Accordingly, the term “Water Taxis” as defined in this Agreement shall be amended to the singular term “Water Taxi” where referenced in the Agreement and shall only include the 50 passenger pontoon water taxi vessel described in the Rental Agreement. Operator shall adhere to the Agreement terms with respect to the return of the 100 passenger pontoon water taxi vessel to Frisch Services.

5. **Authority.** Operator represents and warrants to City that Operator has full right and authority to execute and perform its obligations under the Agreement as amended by this Amendment, and Operator and the person(s) signing this Amendment on Operator's behalf represent and warrant to City that such person(s) are duly authorized to execute this Amendment on Operator's behalf without further consent or approval by anyone. Operator shall deliver to City promptly upon request all documents reasonably requested by City to evidence such authority.

6. **Effectiveness; Ratification of the Agreement.** The Effective Date shall be the latter date that either City or Operator executes this Amendment. The provisions of the Agreement shall remain in full force and effect except as expressly provided in this Amendment.

7. **Entire Agreement.** This Amendment is the entire agreement of the parties regarding the modifications to the Agreement 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 successor, legal representatives and assigns.

8. **Counterpart Execution.** This 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 (1) agreement, but in making proof of this Amendment, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page was intentionally left blank by the parties.]

IN WITNESS WHEREOF, the undersigned City and Operator have executed this Amendment as of the date and year first above written.

CITY: Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01
CITY OF JACKSONVILLE, a
municipal corporation and political
subdivision of the State of Florida

ATTESTED:

By: James R. McCain
James R. McCain,
as Corporation Secretary



By: Alvin Brown
Alvin Brown as Mayor
Dated: 6/11/2015

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.

By: [Signature] 6/12/15
Director of Finance
CITY Contract Number: 9894-36
Budget Officer [Signature]

Form Approved:

By: [Signature]
Office of General Counsel

OPERATOR:

LAKESHORE MARINE SERVICES,
LLC, a Florida limited liability company,
formerly known as LAKESHORE
MASTERCRAFT AND MERCURY, LLC,
d/b/a LAKESHORE MARINE

By: _____
Print Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, the undersigned City and Operator have executed this Amendment as of the date and year first above written.

CITY:

ATTESTED:

CITY OF JACKSONVILLE, a
municipal corporation and political
subdivision of the State of Florida

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

By: _____
Alvin Brown as Mayor

Dated: _____

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.

By: _____
Director of Finance
CITY Contract Number: 9894-36

Form Approved:

By: _____
Office of General Counsel

OPERATOR:

LAKESHORE MARINE SERVICES,
LLC, a Florida limited liability company,
formerly known as LAKESHORE
MASTERCRAFT AND MERCURY, LLC,
d/b/a LAKESHORE MARINE

By: Weather Surjan

Print Name: Weather Surjan

Title: Mgr

Date: 6-1-15