

8024-04A  
Amd 5

**FIFTH AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
SOLANTIC OF JACKSONVILLE, LLC.  
(d/b/a CARESPOT EXPRESS HEALTHCARE)  
FOR  
OCCUPATIONAL HEALTH AND MEDICAL SERVICES PROGRAM**

**THIS FIFTH AMENDMENT** to Agreement is made and entered into in duplicate this 16 day of Sept, 2014 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and SOLANTIC OF JACKSONVILLE, LLC (d/b/a CareSpot Express Healthcare) (hereinafter the "CONSULTANT"), a foreign limited liability company with offices at 115 East Park Drive, Suite 300, Brentwood, Tennessee 37027, for an occupational health and medical services program (hereinafter the "Project").

**WITNESSETH:**

**WHEREAS**, on March 30, 2011, the parties made and entered into City of Jacksonville Contract No. 8024-04A (hereinafter the "Agreement"); and

**WHEREAS**, said Agreement has been amended four times previously; and

**WHEREAS**, said Agreement should be amended further by exercising the third of four (4) renewal options so as to extend the period of service to September 1, 2015, subject to earlier termination, with one (1) one-year renewal option remaining at terms mutually agreeable, with no increase in the maximum indebtedness, such indebtedness remaining a not-to-exceed amount of \$1,100,000.00, and with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

**IN CONSIDERATION** of said Agreement and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration admitted by the parties to be legally sufficient, the parties agree to amend said Agreement as follows:

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

2. Section 3.01 of said Agreement is amended in part by exercising the third of four (4) renewal options so as to extend the period of service to September 1, 2015, subject to earlier termination, with one (1) one-year renewal option remaining at terms mutually agreeable, and as amended shall read as follows:

“3.01. The term of this Agreement shall become effective as of **MARCH 1, 2011** and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until **SEPTEMBER 1, 2015**, 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 in the sole discretion of the CITY for one (1) additional one-year period upon terms and conditions mutually agreeable to the parties.”

3. The total maximum indebtedness shall remain a not-to-exceed amount of \$1,100,000.00.

**SAVE AND EXCEPT** as expressly amended by this instrument, the provisions, terms, and conditions of said Agreement of March 30, 2011, as previously amended, shall remain unchanged and shall continue in full force and effect.

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

ATTEST:

CITY OF JACKSONVILLE

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



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

In accordance with Section 24.105(c) 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.

C. Ronald B. [Signature]  
Director of Finance  
CITY Contract No.: 8024-04A, Amd No. 5  
BT

Form Approved:

James R. McCain, Jr.  
Office of General Counsel

ATTEST:

SOLANTIC OF JACKSONVILLE, LLC  
(d/b/a CareSpot Express Healthcare)

By Renee Meloché  
Signature

By [Signature]  
Signature

RENEE MELOCHE  
Type/Print Name

Fran J. Coyne  
Type/Print Name

EXECUTIVE ASSISTANT  
Title

VP of Sales  
Title