

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

THIS THIRD AMENDMENT TO AGREEMENT FOR ST. JOHNS RIVER TAXI SERVICES (“*Amendment*”) is entered into and effective the 20th day of February, 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 MASTERCRAFT AND MERCURY, LLC**, a Florida limited liability company, 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 first sentence of Section 3 of the Agreement is amended to extend the Service Period until March 2, 2015. Accordingly, the first sentence of 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 March 2, 2015, unless terminated earlier as provided herein.

4. **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.

5. **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.

6. **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.

7. **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:

ATTESTED:

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

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



By: Alvin Brown
Alvin Brown as Mayor
Dated: 2/20/15

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: C. Ronald Beltr
Director of Finance
CITY Contract Number: 9894-36

Form Approved:

By: James R. McCain, Jr.
Office of General Counsel

Cleveland Ferguson III
Deputy Chief Administrative Officer
For Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

OPERATOR:

LAKESHORE MASTERCRAFT AND MERCURY, LLC, a Florida limited liability company, d/b/a LAKESHORE MARINE

By: Heather Surface
Print Name: Heather Surface
Title: Partner
Date: 2-19-15