

8811-01  
Amd 5

**AMENDMENT NUMBER FIVE TO AGREEMENT  
(PSEC AMENDMENT #6)  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
THE HESTER GROUP, LLC.  
FOR  
COMMUNITY OUTREACH CONSULTING AND ACQUISITION SERVICES  
FOR  
CITY OF JACKSONVILLE ASH SITES**

**THIS AMENDMENT NUMBER FIVE TO AGREEMENT** is made and entered into in duplicate this 16 day of March, 2015, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida, (hereinafter the "CITY") and THE HESTER GROUP, LLC., a Florida limited liability corporation with principal offices at 6320 St. Augustine Road, Suite 10, Jacksonville, Florida 32217 (hereinafter the "CONSULTANT"), for public outreach consulting services for City of Jacksonville ash sites (hereinafter the "Project").

**RECITALS:**

**WHEREAS**, in 2008 the parties made and entered into CITY Contract #8811-01 (hereinafter the "Agreement") for the Project; and

**WHEREAS**, said Agreement has been amended five (5) times previously; and

**WHEREAS**, said Agreement should be further amended by extending the period of service from December 31, 2014, through September 30, 2016, subject to earlier termination, with no increase to the maximum indebtedness, such maximum indebtedness to remain a not-to-exceed amount of \$4,163,510.26, and with all other provisions, terms, and conditions in said Agreement remaining unchanged; now therefore

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

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

2. Section 3.01 in said Agreement is amended in part by extending the period of service from December 31, 2014, to September 30, 2016, subject to earlier termination, 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 September 30, 2016, unless sooner terminated by either party as provided below.”

3. The total maximum indebtedness shall remain a not-to-exceed amount of \$4,163,510.26.

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

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

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

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.  
Corporation Secretary



By Alvin Brown  
Mayor

In accordance with Section 24.103(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 Belton  
Director of Finance  
City Contract #8811-01  
Amendment #5: revise term.  
RB

Form Approved:

James R. McCain, Jr.  
Office of General Counsel

WITNESS:

THE HESTER GROUP, LLC.

By Kimberly B. Beaton  
Signature  
Kimberly Beaton  
Type/Print Name  
\_\_\_\_\_  
Title

By Roslyn M. Phillips  
Signature  
Roslyn M. Phillips  
Type/Print Name  
\_\_\_\_\_  
Vice President  
Title