

**FIFTH AMENDMENT TO  
RENTAL AGREEMENT FOR VESSELS**

THIS FIFTH AMENDMENT TO RENTAL AGREEMENT FOR VESSELS (“*Amendment*”) is effective the 30<sup>th</sup> day of April, 2015, by and between the CITY OF JACKSONVILLE, a municipal corporation and political subdivision of the State of Florida (“*Lessee*”), and FRISCH SERVICES, LLC, a Florida limited liability company (“*Lessor*”).

**BACKGROUND FACTS**

A. Lessee and Lessor entered into that certain Rental Agreement for Vessels dated July 15, 2014 pursuant to Administrative Award No. AD-0559-14, Contract No. 9272-01, as amended by the First Amendment to Rental Agreement for Vessels (“*First Amendment*”) dated February 6, 2015, as further amended by the Second Amendment to Rental Agreement for Vessels (“*Second Amendment*”) dated February 13, 2015, the Third Amendment to Rental Agreement for Vessels (“*Third Amendment*”) dated February 28, 2015, and the Fourth Amendment to Rental Agreement for Vessels (“*Fourth Amendment*”) dated March 30, 2015 (collectively, the “*Agreement*”); and

B. Lessee and Lessor desires to extend the term of the Agreement until May 29, 2015 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 2 of the Agreement.** Subsection 2(h) of the Agreement is deleted in its entirety and the following section is inserted in its place:  
  
“*Term*” means the term of this Agreement, which shall be for a period commencing on the Delivery Date as defined in Section 6 below and ending on May 29, 2015.”
4. **Amendment to Section 5 of the Agreement.** Section 5 of the Agreement is amended to read as follows:

**Maximum Indebtedness.** As required by Section 106.431, Ordinance Code, the Lessee’s Maximum indebtedness to Lessor under this Agreement shall not exceed FIVE THOUSAND TWO HUNDRED TWENTY TWO and 00/100 DOLLARS (\$5,222.00)

5. **Extension of Work Plan Deadline Date.** Lessee's obligation under the Fourth Amendment to provide a long-term work plan to the Lessor regarding the use of the Vessels in connection with the Lessee's water taxi service on or before April 30, 2015 is hereby extended to May 29, 2015 if this Agreement is not otherwise terminated and canceled prior to May 29, 2015, as provided in Section 20 of the Agreement.

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

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

8. **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.

9. **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 Lessee and Lessor  
Amendment as of the date and year first above written.

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

LESSEE:

ATTESTED:

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

By: [Signature]  
James R. McCain, Jr.  
Corporation Secretary



By: [Signature]  
Alvin Brown, Mayor

Dated: 04/20/2015

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]  
Director of Finance  
Contract Number: 9272-01 And 5  
[Signature]

Form Approved:

By: [Signature]  
Office of General Counsel

LESSOR:

WITNESSES:

FRISCH SERVICES, LLC

[Signature]  
Print Name: JEFFREY A. EDWARDS

[Signature]  
Print Name: TERA MEEKS

By: [Signature]  
Print Name: \_\_\_\_\_  
Title: HANS FRISCH  
Date: 4/29/15