

SIXTH AMENDMENT TO SERVICES CONTRACT
(Mental Health Offender Program)

THIS SIXTH AMENDMENT TO SERVICES CONTRACT (this “**Sixth Amendment**”) is dated this ____ day of _____, 2024 (the “**Effective Date**”), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the “**City**”), and **I.M. SULZBACHER CENTER FOR THE HOMELESS, INC.**, a Florida not-for-profit corporation (“**Contractor**”).

WHEREAS, the City and Contractor are parties to a Services Contract (City Contract #616286-21) dated February 8, 2021, for Contractor to provide services for a jail diversion program for mentally ill misdemeanor offenders known as the Mental Health Offender Program (the “**Program**”), as amended by that certain First Amendment to Services Contract dated July 27, 2021, that certain Second Amendment to Services Contract dated August 31, 2022, that certain Third Amendment to Services Contract dated July 3, 2023, that certain Fourth Amendment to Services Contract dated July 5, 2023, and that certain Fifth Amendment to Services Contract dated December 4, 2023 (collectively, the “**Contract**”); and

WHEREAS, the parties desire to amend the Contract to increase the maximum indebtedness by \$100,000 as authorized by Ordinance 2024-____-E, to a new total maximum indebtedness not to exceed \$1,926,300.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The above-stated recitals are correct and true and are hereby incorporated in and made a part of this Sixth Amendment.

2. Capitalized Terms. Unless otherwise defined in this Sixth Amendment, all capitalized terms have the meanings given to them in the Contract.

3. Amendment to Maximum Indebtedness. Section 3 of the Contract is hereby amended and shall read as follows:

3. Maximum Indebtedness. As required by Section 106.431, *Ordinance Code*, the City’ maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not to exceed **ONE MILLION NINE HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$1,926,300.00)**. All of the City’s obligations under this Contract are contingent upon the availability of lawfully appropriated funds for the Services and this Contract.

4. Amendment to Fiscal Year 2023-2024 Budget. The **Fiscal Year 2023-2024 Budget** approved as part of the Fifth Amendment to this Contract is hereby deleted and replaced with the **Revised Fiscal Year 2023-2024 Budget** attached hereto and incorporated herein by this reference.

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

6. Ratification of Contract. The provisions of the Contract remain in full force and effect except as expressly provided in this Sixth Amendment.

7. Entire Agreement. This Sixth Amendment is the entire agreement of the parties regarding the modifications to the Contract as 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 successors, legal representatives, and assigns.

8. Counterparts; Electronic Signatures. This Sixth 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 agreement. The parties further agree that the electronic transmission of all signatures shall constitute and be evidence of an executed contract.

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

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment as of the Effective Date.

WITNESS:

I.M SULZBACHER CENTER FOR THE HOMELESS, INC.

Signature

By: _____
Cindy Funkhouser
President and CEO

Print Name

ATTEST:

CITY OF JACKSONVILLE

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

By: _____
Donna Deegan
Mayor

Encumbrance and funding information for internal City use:

Account or PO Number:
Total Amount: \$1,926,300.00

The above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the contract. It shall be encumbered by one or more subsequently issued purchase order(s) that must reference the contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with section 24.103(e), Jacksonville Ordinance Code, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing contract; provided however, this certification is not, nor shall it be interpreted as, an encumbrance of funding under the contract. Actual encumbrance(s) shall be made by subsequent purchase order(s), as specified in the contract.

Director of Finance
City Contract #616286-21, Amendment 6

Form approved:

Office of General Counsel

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Revised Fiscal Year 2023-2024 Budget

Lead Agency: I.M. Sulzbacher Center for the Homeless, Inc

Program Name: MHOP

Agency Fiscal Year: 2023-2024

Categories and Line Items	Prior Year Prg Funding FY 2021-2022	Current Year Prg Budget FY 2022-2023	Total Est. Cost of Program FY 2023-2024	BUDGET			Funding Partners		
				Agency Provided Funding	All Other Program Revenues	City of Jacksonville (City Grant)	Federal/ State & Other Funding	Private Foundation Funding	
I. Employee Compensation									
Personnel - 01201 (list Job Title or Positions no names)									
MHOP Director/Psychiatrist .48 FTE	\$0.00	\$105,000.00	\$98,872.82	\$0.00	\$0.00	\$98,872.82	\$0.00	\$0.00	
Behavioral Health Counselor .2 FTE	\$0.00	\$15,730.00	\$12,519.73	\$0.00	\$0.00	\$12,519.73	\$0.00	\$0.00	
Psychiatrist .55 FTE	\$0.00	\$149,008.00	\$159,752.75	\$0.00	\$0.00	\$159,752.75	\$0.00	\$0.00	
Contractual Services: Program Court Administrator 1.0 FTE (1)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Contractual Services: State Attorney Office 0.5 FTE (1)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Contractual Services: Public Defender Office 0.5 FTE (1)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
9	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal Employee Compensation	\$0.00	\$269,738.00	\$271,145.30	\$0.00	\$0.00	\$271,145.30	\$0.00	\$0.00	
Fringe Benefits									
Payroll Taxes - FICA & Med Tax - 02101 (7.65%)	\$0.00	\$9,235.85	\$8,521.53	\$0.00	\$0.00	\$8,521.53	\$0.00	\$0.00	
Health Insurance - 02304 (15.30%)	\$0.00	\$12,893.96	\$17,043.06	\$0.00	\$0.00	\$17,043.06	\$0.00	\$0.00	
Retirement - 02201 (2.20%)	\$0.00	\$4,442.86	\$2,450.64	\$0.00	\$0.00	\$2,450.64	\$0.00	\$0.00	
Dental - 02301	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Life Insurance - 02303 (.30%)	\$0.00	\$0.00	\$334.18	\$0.00	\$0.00	\$334.18	\$0.00	\$0.00	
Workers Compensation - 02401 (1.20%)	\$0.00	\$29.82	\$1,396.71	\$0.00	\$0.00	\$1,396.71	\$0.00	\$0.00	
Unemployment Taxes - 02501 (.20%)	\$0.00	\$108.66	\$222.79	\$0.00	\$0.00	\$222.79	\$0.00	\$0.00	
Other Benefits - (Please describe)	\$0.00	\$156.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal Taxes and Benefits	\$0.00	\$27,767.90	\$29,908.90	\$0.00	\$0.00	\$29,908.90	\$0.00	\$0.00	
Total Employee Compensation	\$0.00	\$297,505.90	\$301,054.20	\$0.00	\$0.00	\$301,054.20	\$0.00	\$0.00	
II. Operating Expenses									
Occupancy Expenses									
Rent - Occupancy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Telephone	\$0.00	\$2,573.01	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$0.00	
Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Maintenance and Repairs	\$0.00	\$2,457.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Insurance Property & General Liability	\$0.00	\$0.00	\$9,012.24	\$0.00	\$0.00	\$9,012.24	\$0.00	\$0.00	
Other - Storage	\$0.00	\$1,188.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Office Expenses			\$0.00						
Office and Other Supplies	\$0.00	\$3,900.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$0.00	
Postage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Printing and Advertising	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Publications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Staff Training	\$0.00	\$4,295.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Directors & Officers - Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Professional Fees & Services - Consultant Fees - Cindy Schwartz	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	
Background Screening	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other - Equipment under \$1,000	\$0.00	\$0.00	\$900.00	\$0.00	\$0.00	\$900.00	\$0.00	\$0.00	
Other - Staff & Board Meetings	\$0.00	\$0.00	\$1,300.00	\$0.00	\$0.00	\$1,300.00	\$0.00	\$0.00	
Travel Expenses			\$0.00						
Local Mileage	\$0.00	\$7,703.59	\$6,000.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$0.00	
Parking & Tolls	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Equipment Expenses			\$0.00						
Rental & Leases - Equipment	\$0.00	\$0.00	\$7,138.00	\$0.00	\$0.00	\$7,138.00	\$0.00	\$0.00	
Vehicle Fuel and Maintenance	\$0.00	\$0.00	\$1,350.00	\$0.00	\$0.00	\$1,350.00	\$0.00	\$0.00	
Vehicle Insurance	\$0.00	\$10,857.58	\$8,932.19	\$0.00	\$0.00	\$8,932.19	\$0.00	\$0.00	
Other - (Please describe)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Direct Client Expenses			\$0.00						
Client Rent	\$0.00	\$45,462.62	\$40,000.00	\$0.00	\$0.00	\$40,000.00	\$0.00	\$0.00	
Client Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Client Food	\$0.00	\$54,511.34	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$0.00	
Client Medical	\$0.00	\$2,450.96	\$2,213.37	\$0.00	\$0.00	\$2,213.37	\$0.00	\$0.00	
Client Educational	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Client Personal	\$0.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$0.00	
Client Other Guest Transportation	\$0.00	\$9,812.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$0.00	
Client Other - Community Integration	\$0.00	\$4,983.01	\$3,600.00	\$0.00	\$0.00	\$3,600.00	\$0.00	\$0.00	
Total Operating Expenses	\$0.00	\$149,994.10	\$246,445.80	\$0.00	\$0.00	\$246,445.80	\$0.00	\$0.00	
III. Operating Capital Outlay (OVER \$1,000)									
Machinery & Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Computers & Software	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other - (Please describe)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Direct Expenses Total	\$0.00	\$447,500.00	\$547,500.00	\$0.00	\$0.00	\$547,500.00	\$0.00	\$0.00	
Percent of Budget			100.0%	0.0%	0.0%	100.0%	0.0%	0.0%	

Last Modified: 03/16/2023

All PSG items listed must be included in the narrative section of the budget.

(1) - Separately Contracted Services Related to Program:
Program Court Administrator 1.0 FTE - \$62,500
State Attorney Office 0.5 FTE - \$45,000
Public Defender Office 0.5 FTE - \$45,000

**Revised Fiscal Year 2023-2024 Budget
Budget Narrative (Max. 2 Pages)
Proposed Funding Period: FY 2023-2024
COJ Funding Only**

Agency: I.M. Sulzbacher Center for the Homeless, Inc

Program Name: Mental Health Offender Program

EXPENSES: Please provide narrative description for all categories listed below for which you are seeking City Funding Only.

We have included those required elements in the spaces below. See instructions when listing personnel expenses.

Please feel free to add additional lines as necessary to provide explanations using the line insert feature.

I. Employee Compensation - (not related to costs of the office of the governor of a state or the chief executive of a political subdivision)

Salary & Wages

MHOP Director/Psychiatrist .48 FTE	98,872.82	
Behavioral Health Counselor .2 FTE	12,519.73	
Psychiatrist .55 FTE	159,752.75	
Contractual Services: Program Court Administrator 1.0 FTE (1)	-	Separately Contracted
Contractual Services: State Attorney Office 0.5 FTE (1)	-	Separately Contracted
Contractual Services: Public Defender Office 0.5 FTE (1)	-	Separately Contracted

Payroll Taxes & Benefits

Payroll Taxes - FICA & Med Tax (7.65%)	8,521.53
Health Insurance (15.30%)	17,043.06
Retirement (2.20%)	2,450.64
Dental	-
Life Insurance (.30%)	334.18
Workers Compensation (1.20%)	1,336.71
Unemployment Taxes (.20%)	222.79

II. Operating Expenses

Occupancy Expenses

Rent - Occupancy	-
Telephone	4,000.00
Utilities	-
Maintenance and Repairs	-
Insurance Property & General Liability	9,012.24
Other - Storage	-

Office Expenses

Office and Other Supplies	3,000.00
Postage	-
Printing and Advertising	-
Publications	-
Staff Training	-
Directors & Officers - Insurance	-
Professional Fees & Services - Consultant Fees - Cindy Schwartz	100,000.00
Background Screening	-
Other - Equipment under \$1,000	900.00
Other -Staff & Board Meetings	1,300.00

Travel Expenses - not related to entertainment expenses

Local Mileage	6,000.00
Parking & Tools	-

Equipment Expenses

Rental & Leases - Equipment	7,138.00
Vehicle Fuel and Maintenance	1,350.00
Vehicle Insurance	8,932.19

Direct Client Expenses

Client Rent	40,000.00
Client Utilities	-
Client Food	30,000.00
Client Medical	2,213.37
Client Educational	-
Client Personal	25,000.00
Client Other Guest Transportation	4,000.00
Client Other - Community Integration	3,600.00

III. Operating Capital Outlay:

Machinery & Equipment	\$0.00
Computers & Software	\$0.00
Other - (Please describe)	\$0.00

Total Sulzbacher Funding 547,500.00

(1) - Separately Contracted Services Related to Program:	
Program Court Administrator 1.0 FTE	62,500.00
State Attorney Office 0.5 FTE	45,000.00
Public Defender Office 0.5 FTE	45,000.00
	<u>152,500.00</u>
Total City funding for all providers	<u>700,000.00</u>