

**FIRST AMENDMENT TO
SERVICES CONTRACT
between
CITY OF JACKSONVILLE
AND
FLORIDA STATE COLLEGE AT JACKSONVILLE
FOR
OPERATION BOOST**

This First Amendment to Services Contract (this “Amendment”) is made and entered into as of this ___ day of _____, 2021 (the “Effective Date”), by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the Constitution and laws of the State of Florida (the “City”), and **FLORIDA STATE COLLEGE AT JACKSONVILLE**, a public body corporate of the state of Florida, with its principal offices located at 501 West State Street, Jacksonville, Florida 32202 (“Contractor”).

W I T N E S S E T H:

WHEREAS, the City and Contractor are parties to a Services Contract dated _____, pursuant to which Contractor has agreed to provide certain scholarships for Low-Income Students and a Student Emergency Assistance Fund for Low-Income Students (the “Contract”); and

WHEREAS, the City and Contractor have agreed to amend the terms of the Contract to increase by \$50,000 the amount of funds available for Contractor to provide the Services (as defined in the Contract); and

WHEREAS, pursuant to Ordinance 2021-____-E, the Jacksonville City Council appropriated such funds and approved and authorized the execution of this Amendment by the City;

NOW THEREFORE, in consideration of the mutual covenants contained in this Contract, the parties agree as follows:

1. Background Facts. The Recitals set forth above are 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 Maximum Indebtedness. Section 3 of the Agreement shall be deleted in its entirety and replaced with the following provision:

3. Maximum Indebtedness. As required by Section 106.431, *Ordinance Code*, the City’s maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not-to-exceed **ONE**

HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00). 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 Compensation. Section 3 of the Agreement shall be deleted in its entirety and replaced with the following provision:

4. Compensation. The City will compensate Contractor for Services provided under this Contract in the aggregate amount of \$150,000 (the "Contract Amount") payable in advance in equal quarterly installments of \$37,500 commencing on the Effective Date of this Contract. Contractor shall use up to \$112,500 of the Contract Amount to award scholarships in the amount of \$750 per eligible student to cover costs associated with attending Florida State College at Jacksonville, including but not limited to, tuition, fees, housing, books, transportation and personal costs. Contractor shall use \$37,500 of the Contract Amount to provide emergency assistance in the amount of \$500 per eligible student to cover unexpected costs that arise while students are attending Florida State College at Jacksonville and may be a barrier for an eligible student to complete a course of study. Funds shall be used only for the purposes provided in this Contract. Use of funds for purposes other than as provided in this Contract shall be returned to the City promptly after Contractor is aware of such use. Any funds not awarded as scholarships and emergency assistance as provided in this Contract shall be returned to the City within 45 days of the end of the Term. Contractor shall provide all documentation as may be requested by City to demonstrate City's obligation to compensate Contractor under the terms and conditions of this Contract.

Notwithstanding the foregoing, if the City has already made the first \$25,000 payment under the Contract prior to the Effective Date of this Amendment, the City shall make an additional payment of \$12,500 which, together with the first \$25,000 payment, shall constitute the first quarterly payment under the Contract, as amended. Contractor shall submit to the City an invoice for each payment to be made by the City under the Contract in accordance with the provisions of Section C.14 of the Contract.

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

6. Ratification of the Agreement. The provisions of the Agreement as previously

amended shall remain in full force and effect except as expressly provided in this Amendment.

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

8. 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. The parties further agree that the electronic transmission of all signatures shall constitute and be evidence of an executed Agreement.

[Remainder of page intentionally left blank]

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

FLORIDA STATE COLLEGE AT JACKSONVILLE

WITNESS:

_____ By: _____
Dr. John Avendano, President

ATTEST: CITY OF JACKSONVILLE

By: _____ By: _____
James R. McCain, Jr. Lenny Curry
Corporation Secretary Mayor

Encumbrance and funding information for internal City use:
Account or PO Number:

Amount.....\$50,000.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing 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), 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; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

Director of Finance
City Contract Number: _____

Form approved:

Office of General Counsel

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