

**FIRST AMENDMENT TO
FISCAL YEAR 2023–2024 CURE VIOLENCE SERVICES CONTRACT
(Northside)**

This First Amendment to Fiscal Year 2023–2024 Cure Violence Services Contract (Northside) (this “**First Amendment**”) is dated _____, 2025, but is effective as of January 31, 2024, and is between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the “**City**”), and **THE POTTER’S HOUSE COMMUNITY DEVELOPMENT EMPOWERING CENTER, INC.**, a Florida not-for-profit corporation (“**Potter’s House**”).

RECITALS

WHEREAS, effective October 1, 2023, the City and Potter’s House entered into the Fiscal Year 2023–2024 Cure Violence Services Contract (Northside), City Contract No. 668812-24 (the “**Contract**”), approved and authorized by Ordinance 2023-504-E.

WHEREAS, the Term of the Contract expired on January 31, 2024, however, the City and Potter’s House now want to revive and amend the Contract for the first time to extend the Term to amend the Budget/Fee Schedule attached as Exhibit B to the Contract in order for the City’s Grants and Contract Compliance Division to close out the Contract, with all other provisions, terms, and conditions of the Contract remaining unchanged.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals; Definitions.** The above recitals are accurate and true and are hereby incorporated in and made a part of this First Amendment. Unless otherwise defined in this First Amendment, all capitalized terms have the meanings given to them in the Contract.

2. **Revival of Contract.** The Contract is hereby revived and is in full force and effect as amended by this First Amendment.

3. **Amendment to Section 3.** The Contract’s Section 3 is hereby deleted in its entirety and replaced with the following, to allow for the City to close out the Contract:

“3. **Term.** The Term of this Contract shall commence on the Effective Date and continue through the date of the City’s Grants and Contract Compliance Division to close out the Contract (the “**Term**”), unless terminated earlier as provided in this Contract.”

4. **Amendment to Exhibit B.** The Contract’s Budget/Fee Schedule attached as **Exhibit B** is hereby deleted in its entirety and replaced with the **Revised Exhibit B** attached to this First Amendment. All references in the Contract to **Exhibit B** are hereby amended to mean and refer to the **Revised Exhibit B** attached to this First Amendment.

5. **Entire Agreement.** This First Amendment constitutes the entire understanding between the parties with respect to the subject matter of this First Amendment and supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter of this First Amendment.

6. **Counterparts.** This First Amendment may be executed electronically and in several counterparts each of which is deemed an original and all of which constitute one instrument.

IN WITNESS WHEREOF, the parties are signing this First Amendment as of the day and year first written above.

Attest

CITY OF JACKSONVILLE, a
consolidated political subdivision and
municipal corporation existing under the
laws of the State of Florida

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

By: _____
Donna Deegan
Mayor

**THE POTTER'S HOUSE COMMUNITY
DEVELOPMENT EMPOWERING
CENTER, INC.**, a Florida not-for-profit
corporation

By: _____
Name: _____
Title: _____

Form Approved:

Office of General Counsel

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Encumbrance and funding information for internal City use:

Account or POA Number: 668812-24

1Cloud Account for Certification of Funds	Amount

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 order(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 *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 this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

Director of Finance
City Contract Number: #668812-24, Amd 1

REVISED EXHIBIT B

BUDGET/ FEE SCHEDULE

Potter's House Community Development Empowering Center, Inc. FY 23-24 Budget

Northside MVP Team

Categories and Line Items	FY 2023-2024	REVISED FY 2023-2024
Subtotal Employee Compensation	\$204,000.00	\$204,000.00
Subtotal Taxes and Benefits	\$44,999.00	\$44,999.00
Total Employee Compensation	\$248,999.00	\$248,999.00
Operating Expense		
Occupancy Expense	\$0.00	\$0.00
Office Expenses	\$22,833.00	\$22,833.00
Equipment	\$6,501.00	\$6,501.00
Travel Expenses	\$5,000.00	\$4,500.00
Direct Client Expenses	\$8,333.00	\$8,333.00
Total Operating Expenses	\$42,667.00	\$42,167.00
Capital Outlay	\$11,667.00	\$12,167.00
TOTAL	\$303,333.00	\$303,333.00

Payment Contingencies

In addition to all other requirements provided in the Contract, payment for the Services shall also be contingent upon Noah's Ark's satisfactory performance of the following items, as determined by the City's Grant Administrator:

1. Compliance with the terms of the Contract;
2. Satisfactory progress on all items identified in a previous Site Review Chart;
3. Confirmation that food related purchases did not exceed five percent (5%) of total amount of the Contract;
4. Confirmation that travel related expenses comply with the City's Chapter 106, Part 7, *Jacksonville Ordinance Code*; and
5. Confirmation that the Services were performed in alignment with the Violence Reduction Strategy and the Model.

Each payment request shall be submitted on or before the 15th of each month for Services performed during the previous month and shall include the following information:

1. The current amount of payment requested with backup documentation (invoices, receipts, estimates, etc.) to justify such amount;
2. The cumulative amount previously paid under the Contract;
3. Certification by Noah's Ark that all invoices for which disbursement has previously been made have been paid;
4. The total amount of Services provided since the last invoice and to date;
5. Any other backup documentation or information as may reasonably be necessary for the City to determine that funds have been spent for the Services; and
6. Shall certify that the request for reimbursement, progress and financial reports do not include any information that would constitute a false official statement as defined in Section 837.06, Florida Statutes.