

**THIRD AMENDMENT TO SERVICES CONTRACT**  
(Mental Health Offender Program)

**THIS THIRD AMENDMENT TO SERVICES CONTRACT** (this “**Third Amendment**”) is dated this \_\_\_\_ day of \_\_\_\_\_, 2023 (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 the First Amendment to Services Contract dated July 27, 2021, and the Second Amendment to Services Contract dated August 31, 2022 (collectively, the “**Contract**”); and

**WHEREAS**, the parties desire to amend the Contract to increase the maximum indebtedness by \$322,500.00 (pursuant to Ordinance 2022-818-E in the amount of \$275,000.00 and Ordinance 2022-504-E in the amount of \$47,500.00) to a new total maximum indebtedness not to exceed \$1,253,800.00 and to extend the term to align with the City’s fiscal year.

**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 Third Amendment.

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

**3. Amendment to Term.** Section 2 of the Contract is hereby amended and reads in its entirety as follows:

**2. Term.** This Contract shall commence on the Effective Date and shall continue through September 30, 2023 (the “Term”), unless sooner terminated in accordance with the terms of this Contract.

**4. Amendment to Maximum Indebtedness.** Section 3 of the Contract is hereby amended and reads in its entirety 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 TWO HUNDRED FIFTY-THREE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$1,253,800.00)**. All of the City’s obligations under this Contract are contingent upon the availability of lawfully appropriated funds for the Services and this Contract.

**5. Authority.** Contractor represents and warrants to the City that Contractor has full right and authority to execute and perform its obligations under this Third Amendment and the Contract, and Contractor and the person(s) signing this Third Amendment on Contractor's behalf represent and warrant to the City that such person(s) is duly authorized to execute this Third 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 Third Amendment.

**7. Entire Agreement.** This Third 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 Third 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.

[Signature page follows]

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

**WITNESS:**

**IM SULZBACHER CENTER FOR THE HOMELESS, INC.**

\_\_\_\_\_

By: \_\_\_\_\_  
Cindy Funkhouser  
President and CEO

**ATTEST:**

**CITY OF JACKSONVILLE**

By: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Lenny Curry  
Mayor

Encumbrance and funding information for internal City use:

Account or PO Number:  
Total Amount:                   \$1,253,800.00

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 3

Form approved:

\_\_\_\_\_  
Office of General Counsel