

**AMENDMENT ONE TO AMENDED AND RESTATED AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
SHANDS JACKSONVILLE MEDICAL CENTER, INC.
FOR
ADDITIONAL FUNDING FOR 2019-20 FISCAL YEAR FOR PERSONS CONFINED
WITHIN THE DUVAL COUNTY JAIL OR
DUVAL COUNTY CORRECTIONAL SYSTEM**

THIS AMENDMENT ONE (“Amendment 1”) is made and entered into in duplicate as of this ____ day of _____, 2019, (the “Effective Date”), by and between the CITY OF JACKSONVILLE, acting as Duval County, Florida, a consolidated county and municipal corporation existing under the Constitution and the laws of the State of Florida, (hereinafter the “County”), and SHANDS JACKSONVILLE MEDICAL CENTER, INC., a Florida not for profit corporation with principal offices at 655 W. 8th Street, Jacksonville, Florida 32209 (hereinafter the “Hospital”).

RECITALS:

WHEREAS, County and Hospital previously entered into that certain Amended and Restated Agreement dated June 2nd, 2005 (the “Agreement”) for Hospital to provide contract medical care to County indigents, as defined in the Agreement, and the County on an annual basis has provided certain financial support to Hospital for providing contract medical care under the Agreement; and

WHEREAS, pursuant to the Agreement, persons confined within the Duval County Jail or Duval County Correctional System (collectively, the “Jail Population”) are deemed eligible for care under the Agreement during incarceration absent any other eligible source of funds, and Hospital has incurred significant expenses in providing care for such persons; and

WHEREAS, County appropriated funding in the amount of \$26,275,594 under the Agreement for the 2019/20 fiscal year, and Hospital has requested and the County has agreed to provide additional funding to Hospital under the Agreement in the amount of \$8,000,000 to partially offset the costs incurred by Hospital for the 2019/20 fiscal year in providing care for the Jail Population; and

WHEREAS, said Agreement should be amended by providing and encumbering additional funds for fiscal year 2019/20 in the maximum indebtedness amount of \$8,000,000 for the care of the Jail Population under the Agreement, with all other provisions, terms and conditions of said Agreement remaining unchanged; and

WHEREAS, this Agreement is authorized by Ordinance 2019-810-E (the “Ordinance”); now therefore

IN CONSIDERATION of the Agreement and of the mutual covenants contained below, the parties agree as follows:

1. The above-stated recitals are accurate, true and correct and are incorporated herein and made a part hereof by this reference.

2. There is hereby appropriated and added to the Agreement for fiscal year 2019/20, additional funding in the amount of \$8,000,000 to be used by the Hospital for the provision of contract medical care as set forth in the Agreement solely to the Jail Population. For the period of October 1, 2019 through September 30, 2020, the maximum indebtedness of the County under the Agreement in connection with this Amendment 1 shall be a fixed monetary amount not-to-exceed EIGHT MILLION AND NO/ 100 DOLLARS (\$8,000,000.00). The County shall make payment to the Hospital of such amount within fifteen days of the Effective Date of this Amendment. In the event medical care costs for the Jail Population do not exceed \$8,000,000 through September 30, 2020, Hospital may apply the excess funds toward any other authorized expenditures under the Agreement.

SAVE AND EXCEPT as expressly amended in this instrument, the provisions, terms and conditions of said Agreement shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally; signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

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

By: _____
Lenny Curry
Mayor

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.

Director of Finance

Form Approved:

Office of General Counsel

WITNESS:

SHANDS JACKSONVILLE MEDICAL CENTER, INC., a Florida not for profit corporation

By _____
Signature

By _____
Signature

Type/Print Name

Type/Print Name

Title

Title