

FIRST AMENDMENT TO FISCAL YEAR 2023–2024 CITY GRANT AGREEMENT

This First Amendment to Fiscal Year 2023–2024 City Grant Agreement (this “**First Amendment**”) is dated _____, 2024, and is entered into 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 CLARA WHITE MISSION, INC., a Florida not-for-profit corporation (“**Recipient**”).

RECITALS

WHEREAS, effective October 1, 2023, the City and Recipient entered into that certain Fiscal Year 2023–2024 City Grant Agreement, City Contract No. 669096-24 (the “**Agreement**”), approved and authorized by Ordinance 2023-608-E.

WHEREAS, the parties desire to amend the Agreement by extending the term of the Agreement from September 30, 2024, to February 28, 2025, as approved and authorized by Ordinance 2023-____-E.

NOW, THEREFORE, the parties hereto agree as follows:

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

2. **Capitalized Terms.** Unless otherwise defined in this First Amendment, all capitalized terms have the meaning given to them in the Agreement.

3. **Amendment to Subsection II.B.6.** Subsection II.B.6. of the Agreement is hereby amended to reflect revised dates for submittal of audits based on the extension of the contract term as provided herein, and as amended reads in its entirety as follows:

“6. To consent to:

a. Such audits of Recipient’s financial affairs as they relate to the City Funds required by the Department, Council Auditor’s Office, or Office of Inspector General.

b. Producing all documents required by the Department, Council Auditors, or Office of Inspector General; Recipient agrees to give the City complete and unfettered access to all records regarding City Funds provided by the City under this Agreement, at all times, during regular business hours, to ensure that the City funding is being properly spent.

c. Provide the City with an annual report of receipts and expenditures of City funding (in such form as the Council Auditor shall prescribe), if funding received from the City is less than \$100,000. This report shall be certified as to its accuracy by the Financial Officer or Treasurer of Recipient. Such report shall also include the time period of the City’s fiscal year commencing on October 1

and ending on September 30 and shall be due on or before November 15 each year.

d. If Recipient receives City funding, either from one City funding source or cumulatively from several City funding sources, in an amount from \$100,000 to \$500,000, Recipient shall obtain and provide the City with an original single independent audit of such funds in accordance with Generally Accepted Auditing Standards (GAAS) issued by the Auditing Standards Board of the American Institute of Certified Public Accountants. This audit shall be due within 120 days of the close of Recipient's fiscal year and shall present information based on the City's fiscal year commencing on October 1 and ending on September 30.

e. The independent certified public accountant's audit, which shall include separate statements of source and status of funds received from the City and Program costs showing the expenditure of City Funds as compared to the authorized budget for those funds from the City. The audit shall include the detailed budget included in Recipient's Application and approved by City Council and shall be adjusted by any budget changes approved during the term of this Agreement.

f. Including in contracts with its contractors used in the performance of this Agreement, a provision under which Recipient's contractors agree to file the reports as required by Sections V.A, V.B, and VII.B and allow the City, through its authorized representatives, to audit all books, accounts, and other documentation relative to the receipt and expenditure of City Funds."

4. **Amendment to Section IV.** Section IV of the Agreement is hereby amended by extending the term of the Agreement from September 30, 2024, February 28, 2025, and as amended reads in its entirety as follows:

"IV. EFFECTIVE DATE; TERM OF AGREEMENT

This Agreement is effective as of the Effective Date and shall continue in effect as to all its provisions, terms, and conditions until February 28, 2025, unless sooner terminated by either party by giving 30 days' prior written notice of termination to the other party or such lesser notice the parties may mutually agree upon. If this Agreement is terminated early by either party, any City Funds in the possession of Recipient that are unspent or unencumbered at the time of receipt of notice of termination shall be returned to the City within five business days of termination. Pursuant to the legislative mandate in Section 118.301(a)(5), Ordinance Code, all funding provided pursuant to this Agreement shall be spent or otherwise encumbered during the term of this Agreement ending February 28, 2025. Any City Funds not spent or otherwise encumbered shall be returned to the City, as provided in Section 118.301(a)(5), Ordinance Code, and Section XVI of this Agreement, for deposit into the City's general fund."

5. **Amendment to Subsection V.A.** Subsection V.A. of the Agreement is hereby amended by extending the date for the City’s receipt and approval of all accountings, submittals and financial reports for processing of reimbursements/payments to no later than March 15, 2025, and as amended reads in its entirety as follows:

“A. As required by Section 106.431, Ordinance Code, the City’s maximum indebtedness for the Services to be provided by Recipient during the term of this Agreement shall not exceed **Three Hundred Thousand and 00/100 Dollars (\$300,000.00)** for the Program. The City Funds are payable on a monthly basis as reimbursement for expenses paid during the previous month. The City may retain an amount up to 10% of the City Funds until all accountings, submittals, and financial reports required by this Agreement have been received and approved by the City. All payments shall be reimbursements. All accountings, submittals, and financial reports must be received and approved by the City no later than March 15, 2025, in order for Recipient to receive any remaining payments, including retainage amounts, for the Services performed during the grant period prior to March 1, 2025.”

6. **Amendment to Subsection V.E.** Subsection V.E. of the Agreement is hereby amended by extending the date for final request of funds to no later than March 15, 2025, and as amended reads in its entirety as follows:

“E. Recipient shall submit the final request for funds under this Agreement, along with any supporting documentation in accordance with Section V, no later than March 15, 2025.”

7. **Amendment to Subsection VII.B.** Subsection VII.B. of the Agreement is hereby amended by extending the due dates for the City’s receipt of narrative program quarterly reports, and as amended reads in its entirety as follows:

“B. Recipient agrees to provide the Grant Administrator or their designee with a quarterly narrative progress report on the Program described in **Exhibit A** and shall include basic statistical information relevant to the Program. Quarterly Report forms are attached in **Exhibit A**. Distribution of each monthly reimbursement to Recipient shall be contingent upon prior receipt by the City of the required narrative program report that is due for the preceding quarter. Narrative program quarterly report due dates are as follows:

- First Quarter: May 15, 2024
- Second Quarter: August 15, 2024
- Third Quarter: November 15, 2024
- Fourth Quarter: March 15, 2024”

8. **Amendment to Section XIII.** Section XIII of the Agreement is hereby amended by extending the dates for the City’s receipt of requests for budget amendments to February 28, 2025, and as amended reads in its entirety as follows:

“XIII. BUDGET CHANGES

The approved budget for Recipient, included in **Exhibit A**, and any changes in the budget that would affect expenditure of City Funds shall be approved in writing by the Grant Administrator or their designee prior to the expenditure of the City Funds; provided, nothing in this Agreement authorizes any expenditure or obligation of City Funds in excess of the total sum of the approved budget pursuant to Section V.A. City Funds may be transferred from line item to line item within the budget line items only with prior written approval of the City, provided that no expenditure shall exceed the maximum indebtedness of this Agreement. Budget amendments requested by Recipient must be received and logged in by the Grant Administrator by February 28, 2025. Budget amendment requests received after February 28, 2025, will not be considered and will be returned to Recipient.”

9. **Amendment; Waiver.** No amendment or modification of the Agreement or this First Amendment will be effective unless it is in writing and signed by the parties. No waiver under the Agreement or this First Amendment will be effective unless it is in writing and signed by the party granting the waiver.

10. **Ratification; Entire Agreement.** The provisions of the Agreement shall remain in full force and effect except as expressly provided in this First Amendment. 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.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties are signing this First Amendment 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

CLARA WHITE MISSION, INC., a Florida not-for-profit corporation

By: _____
Meg Fisher,
COO

Encumbrance and funding information for internal City use:

Amount Increase: \$0.00
Total Maximum Indebtedness: \$300,000.00

The 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 or more subsequently issued purchase orders that must reference the foregoing contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), 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 encumbrances shall be made by subsequent purchase orders as specified in the contract.

Director of Finance
City Contract #669096-24, Amendment 1

Form Approved:

Office of General Counsel

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