# FIRST AMENDMENT TO FISCAL YEAR 2023–2024 CURE VIOLENCE SERVICES CONTRACT (Westside)

This First Amendment to Fiscal Year 2023–2024 Cure Violence Services Contract (Westside) (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 (Westside), City Contract No. 668814-24 (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.

<b>IN WITNESS WHEREOF</b> , the 1 and year first written above.	parties are signing this First Amendment as of the day
Attest	CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida
By:	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	

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.

GC-#1669536-v2-Potter\_s\_House\_Cure\_Violence\_Contract\_(Westside)\_Amendment\_1.DOCX

Encumbrance and funding information for internal City	y use:	
Account or POA Number: 668814-24		
1Cloud Account for Certification of Funds		Amount
This above stated amount is the maximum fixed mone be encumbered by the foregoing Contract. It shall be e purchase order(s) that must reference the foregoing Corchecking will be made at the time such purchase order. In accordance with Section 24.103(e), of the <i>Jacksonv</i> is an unexpended, unencumbered and unimpounded b foregoing Contract; provided however, this certification of funding under this Contract. Actual encumbrance[s] specified in said Contract.	ncumbered by one (1 atract. All financial exercise) are issued.  ille Ordinance Code alance in the appropriation of nor shall it be a	) or more subsequently issued xaminations and funds control , I do hereby certify that there riation sufficient to cover the interpreted as an encumbrance
specifica in said Contract.	Director of Finance City Contract Num	re nber: #668814-24, Amd 1

## **REVISED EXHIBIT B**

## **BUDGET/FEE SCHEDULE**

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

## Westside MVP Team

Categories and Line Items	FY 2023-2024	REVISED FY 2023-2024
	# <b>200</b> 000 00	#200 000 00
Subtotal	\$209,000.00	\$209,000.00
Employee		
Compensation		
Subtotal Taxes and Benefits	\$44,999.00	\$44,999.00
Total Employee	\$253,999.00	\$253,999.00
Compensation		
Operating Expense		
Occupancy Expense	\$16,167.00	\$18,309.29
Office Expenses	\$14,166.00	\$12,023.71
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	\$50,167.00	\$49.667.00
Capital Outlay	\$5,000.00	\$5,500.00
TOTAL	\$309,166.00	\$309,166.00
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Occupancy Espanses Feet - Occupancy 4-9408 Jean - Occupancy 5-9408 Jean - Occupancy 5-9408 Office and Occupancy Office and Occupancy Feetings -	Payr di Taose - PICA & Med Tac - 02101 Health Insurance - 02204 Radinement - 02201 Cental - 02201 Life Insurance - 02303 Victions - Corpensation - 02301 Victions - Corpensation - 02301 Unand Corpent Taose - 02301 Cite d'analis - D'hause departie) Colle d'analis - D'hause departie) Lotal Employee Compensation Lotal Employee Compensation	24 26 27 28 29 30 Subboal Employee Compensation Frings Senate	5 Vicience Interrupters (4) 6 Administrative 7 10 10 11 12 12 13 14 15 16 17 18 19 20	Program Name: WESTSDE MVP TEAM  Categories and Line Items  Employee Compared on Personnel -01201 (list Job Title or Positions no names) 1 Director (SVP) 2 Program Manager 3 Supervisors (2) 4 Outwent Markers	Lead Agency: TPHICDEC
\$37,869,78 \$0.00 \$0.308.52 \$0.00 \$1,641,72 \$12,000 \$0.00	\$4,000 \$4,000 \$7,200 \$1,00 \$7,000 \$7,	#48,500,00	\$1.000.00 \$1.000 \$1.000 \$0.00	Prior Year Prg Funding FY 2021-20222 \$10,000.00 \$15,000.00	FY 2023 Exten
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Last Modified: 03/16/2023 All PSQ items liese must be included in the narrative section of the budget.	Percent of Budget	Direct Expenses Total	Total Capital Outlay	Other - (Please discribe)	Computers & Software - 06427	Machinery & Equipment - 06402	III. Operating Capital Outlay (OVER \$1,000)	Total Operating Expenses	Client Other (J.db., Personal, etc.)	Client Other (Direct Client Expenses, etc.)	Client Personal	Client Educational	CHIRIC MARCINE	Client Food	Client Utilities	Client Rent	Direct Client Expenses - 08301	Other - (Please discribe)	Vehicle Insurance -04502	Vehicle Fuel and Maintenance - 04216	Rental & Leases - Equipment - 04402	Equipment Expenses	Parking & Tools - 04028	Travel/Local Mileage - 04021	Travel Expenses	Other - (Uniforms)	Other - Equipment under \$1,000 - 06403	Background Screening - 04938	Professional Fees & Services (not audit) - 03410	Directors & Officers - Insurance - 04501	Staff Training - 05401	Publications - 05216	Printing and Advertising - 04801
don of the budget.		\$800,000.00	\$9,000.00	\$9,000.00	\$0.00	\$0.00		\$179,500.00	\$4,000.00	\$1,800.00	\$0.00	\$12,000.00	W.005.74	\$5,353,363	\$3,333.34	\$3,333,33		\$20,000.00	\$3,300.00	\$4,200.00	\$0.00		\$0.00	\$17,000.00		\$20,000,00	\$4,000.00	\$2,000,00	\$0.00	\$0.00	\$5,500.00	\$0.00	\$10,500.00
		\$865,000.00	\$35,000.00	\$35,000.00	\$0.00	\$0.00		\$124,800.00	\$6,900.00	\$0.00	\$0.00	\$0.00	00.00	\$0.00	\$0.00	\$0.00		\$6,500.00	\$6,500.00	\$6,500.00	\$0.00		\$0.00	\$15,000.00		\$13,600,00	\$2,500.00	\$1,000.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$8,300.00
	25%	8209,766.39	\$5,000.00	\$0.00	\$0.00	\$5,000,00	\$0.00	\$50,166.55	\$4,999.99	\$3,333,33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,166.66	\$2,166.66	\$2,166.66	\$0.00	\$0.00	\$4,999.99	\$0.00	\$4,666.66	\$833.33	\$33333	\$0.00	\$0.00	\$1,666.66	\$0.00	\$3,333.33
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	0.0%	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00		(\$500.00)	\$0,00	\$0,00	\$0.00	\$0.00	90.00	10,00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	(\$500.00)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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### **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.