

**ELEVENTH AMENDMENT
TO
MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF JACKSONVILLE
AND
WOMEN’S CENTER OF JACKSONVILLE, INC.**

THIS ELEVENTH AMENDMENT to Memorandum of Agreement (the “MOA”) is made and entered into this ____ day of _____, 2023, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida whose address is 117 West Duval Street, Jacksonville, Florida 32202 (hereinafter “Jacksonville”), and **WOMEN’S CENTER OF JACKSONVILLE, INC.**, a Florida non-profit corporation whose address is 5644 Colcord Avenue, Jacksonville, Florida 32211 (hereinafter “Women’s Center”).

WITNESSETH:

WHEREAS, on October 1, 2014, Jacksonville and Women’s Center entered into a Memorandum of Agreement (City Contract #7610-42) pursuant to which Women’s Center assumed the responsibility for sexual assault forensic medical exams and related services for victims of sexual assault for Jacksonville and its surrounding areas; and

WHEREAS, said MOA has been amended ten (10) times previously; and

WHEREAS, pursuant to Ordinance 2023-__-E, Jacksonville has appropriated an additional \$140,000.00 to the Women’s Center for the provision of sexual assault forensic medical exams and related services in Fiscal Year 2023-2024 in an effort to offset a portion of a reduction in funding to the Women’s Center from the State of Florida Office of Attorney General Victims of Crime Act funds; and

WHEREAS, the parties desire to amend the MOA to increase Jacksonville’s maximum indebtedness by \$140,000.00 to be expended during the period commencing October 1, 2023 through September 30, 2024, for a new total maximum indebtedness not-to-exceed \$1,863,419.00, with all other provisions, terms, and conditions of the MOA remaining unchanged; now therefore

IN CONSIDERATION of the foregoing and the mutual benefits expressed herein and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree to amend said MOA as follows:

1. The above-stated recitals are true and correct and are incorporated herein and made a part hereof by this reference.
2. Subsection 4.a. of the MOA is deleted in its entirety and replaced with the following provision:

“4. Jacksonville’s Responsibilities. Jacksonville shall:

a. Contribute to Women’s Center additional funding in the amount of **ONE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$140,000.00)** toward operating expenses related to the provision of sexual assault forensic medical examination for the period beginning October 1, 2023, through September 30, 2024. Payment will be made in a lump sum at the beginning of each year of the term. Jacksonville’s maximum indebtedness under this MOA shall be an amount not to exceed the total cumulative sum of **ONE MILLION EIGHT HUNDRED SIXTY-THREE THOUSAND FOUR HUNDRED NINETEEN AND 00/100 DOLLARS (\$1,863,419.00)** for the period October 1, 2014, through September 30, 2024. Jacksonville’s obligations under this MOA are contingent upon the availability of lawfully appropriated funds.”

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

[Remainder of page intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the respective parties hereto have executed this Eleventh Amendment for the purposes expressed herein.

ATTEST:

CITY OF JACKSONVILLE

James R. McCain, Jr.
Corporation Secretary

Donna Deegan
Mayor

WITNESS:

WOMEN'S CENTER OF JACKSONVILLE, INC.

By: _____

Print Name: _____

Print Name: Teresa G. Miles

Title: Executive Director

Encumbrance and funding information for internal City use:

Account or PO Number:

Maximum Indebtedness: \$1,863,419.00

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), *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 encumbrances shall be made by subsequent purchase orders as specified in the contract.

Director of Finance
City Contract No. 7610-42, 11th Amendment

Approved as to Form:

Office of General Counsel

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