## FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSONVILLE, FLORIDA AND MAYO CLINIC FLORIDA

## ASSISTANCE FOR SPECIAL EVENTS AND DECLARED EMERGENCIES

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, by and between the CITY OF JACKSONVILLE (hereinafter "Jacksonville"), for and on behalf of its Jacksonville Fire and Rescue Department (hereinafter "JFRD"), and MAYO CLINIC JACKSONVILLE, a Florida not for profit corporation with principal address at 4500 San Pablo Road, Jacksonville, Florida 32224 (hereinafter "Mayo"), for Mayo to provide assistance to JFRD for special events and declared emergencies (hereinafter the "Services").

## **RECITALS:**

**WHEREAS**, on December 18, 2018, Jacksonville and Mayo Clinic Florida made and entered into a Memorandum of Understanding (hereinafter the "MOU") for the Services; and

WHEREAS, said MOU has not been amended previously; and

**WHEREAS**, Mayo Clinic Florida is changing the name of the entity operating the Services to Mayo Clinic Jacksonville; and

**WHEREAS**, said MOU should be amended by recognizing said name change and providing for the substitution of Mayo Clinic Jacksonville for Mayo Clinic Florida as a party to said MOU and all of its amendments, with all other provisions, terms, and conditions in said MOU remaining unchanged;

**NOW THEREFORE**, in consideration of the foregoing, the parties hereto do hereby covenant and 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. Mayo Clinic Florida is changing the name of the entity operating the Services to Mayo Clinic Jacksonville. Therefore, Mayo Clinic Jacksonville shall take the place of Mayo Clinic Florida as Mayo in said MOU and all amendments thereto; Mayo Clinic Jacksonville shall

be responsible and liable for all the work, requirements, duties, and obligations of Mayo Clinic Florida pursuant to said MOU and all amendments thereto, and Mayo Clinic Jacksonville shall be entitled to all rights of Mayo Clinic Florida pursuant to said MOU and all amendments thereto. Whenever the names "Mayo Clinic Florida" and "Mayo" are used in said MOU or amendments thereto, those names shall mean and include "Mayo Clinic Jacksonville."

**SAVE AND EXCEPT** as expressly amended in and by this First Amendment, the provisions, terms, and conditions of said MOU shall remain unchanged and shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this First Amendment the day and year first above written.

ATTEST:	CITY OF JACKSONVILLE, FLORIDA
By:	By: Lenny Curry Mayor
WITNESS:	MAYO CLINIC JACKSONVILLE
By:	By:
Print Name:	Print Name:
Form Approved	
Office of General Counsel	