

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
JACKSONVILLE UNIVERSITY  
FOR  
A STUDY OF MERCURY IN THE DUVAL COUNTY ENVIRONMENT**

**THIS FIRST AMENDMENT** to Agreement for the assessment of mercury in the Duval County environment (hereinafter referred to as the “Project”) is made and entered into in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida, (hereinafter referred to as the “City”) and JACKSONVILLE UNIVERSITY, with a business address at 2800 University Boulevard North, Jacksonville, Florida 32211 (hereinafter referred to as the “Consultant”).

**WITNESSETH:**

**WHEREAS**, on June 3, 2015, City and Consultant made and entered into City of Jacksonville Contract No. 5687-26 (hereinafter the “Agreement”); and

**WHEREAS**, from October 1, 2019, through the day and year first above written, the parties have worked together continuously and without interruption on the Project; and

**WHEREAS**, several factors have caused delay in the Consultant timely completing the Final Report for the Project; and,

**WHEREAS**, Consultant received the full allotment of \$25,500 for services required under the Agreement; and

**WHEREAS**, an Amendment to the Agreement and a revision to the Schedule set forth in Exhibit B to the Agreement is desired to allow Consultant additional time to provide the Final Report to the City on, or before, September 30, 2021; and

**WHEREAS**, Ordinance 2020-590 provides for the execution of this Amendment and

**WHEREAS**, said Agreement has not been amended previously; and

**WHEREAS**, said Agreement should be amended by accepting, adopting, and ratifying all actions of the parties under said Agreement from October 1, 2019, through the day and year first above written, by extending the period of service from the day and year first above written through

September 30, 2021, so as to allow for the completion of the Project, and with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

**IN CONSIDERATION** of the premises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree to amend said Agreement as follows:

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

2. All actions of the parties under the provisions, terms, and conditions of said Agreement from October 1, 2019, through the day and year first above written are accepted, adopted, and ratified.

3. Section 3.1 of said Agreement is amended by extending the period of service from the day and year first above written through September 30, 2021, so as to allow for the completion of the Project, and as amended shall read as follows:

“3.1. The term of this Agreement shall become effective as of the day and year first above written and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein through September 30, 2021, or when the maximum indebtedness under Section 7.1 has been met, unless sooner terminated by either party, with or without cause, by giving of not less than thirty (30) days’ prior written notice to the other party to this Agreement.”

4. Exhibit B to said Agreement is amended to revise the stated Schedule to set forth the Final Report Due date as September 30, 2021; a copy of revised Exhibit B is attached hereto.

**SAVE AND EXCEPT** as expressly amended in and by 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. Signature page follows immediately.]**

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

**ATTEST:**

**CITY OF JACKSONVILLE**

By \_\_\_\_\_  
James R. McCain, Jr.,  
Corporation Secretary

By \_\_\_\_\_  
Lenny Curry, Mayor

**ATTEST:**

**JACKSONVILLE UNIVERSITY**

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Type / Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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 provided therein to be paid.

\_\_\_\_\_  
Director of Finance  
CITY Contract Number: #5687-26, Amd #1

Form Approved:

\_\_\_\_\_  
Office of General Counsel

REVISED

Exhibit "B"

**PROJECT BUDGET AND SCHEDULE**

**Budget:**

The overall budget for this proposal is \$98,000 to support the study assessing Mercury in the Duval County environment. The portion of the budget related to this agreement is the \$25,500 to be directed to Jacksonville University for the research component. The request is for support of personnel time to conduct the research, purchase supplies and equipment and write portions of

Date	Annual Total Request	Tasks
July 31, 2015	\$6,375	Initial 3 month status report
May 31, 2016	\$6,375	Year One Report
May 31, 2018	\$6,375	Year Three Report
September 1, 2019	\$6,375	Final Study Report
<b>Total Request for all four years</b>	<b>\$25,500</b>	

**Schedule**

The schedule sets forth dates for starting and completing the study, including each year's Report and associated tasks, based upon the funding dates set forth above in the Budget.

Date	Activity
May 2015	Mercury Study commences
July 31, 2015	Complete and deliver 3 month status report
May 31, 2016	Complete and deliver Year One Report
June-July 2016	Community Update Meetings
June-July 2017	Community Update Meetings
May 31, 2018	Complete and deliver Year Three Report
June-July 2018	Community Update Meetings
<del>September 1, 2019</del> September 30, 2021	Final Report Due