

CONSULTING SERVICES CONTRACT
between
CITY OF JACKSONVILLE
AND
ALL THINGS DIVERSE LLC
FOR
SAFER TOGETHER WORKSHOPS

This Consulting Services Contract (this “Contract”) is made and entered into as of this ___ day of _____, 2021 (the “Effective Date”), by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the Constitution and laws of the State of Florida (“City”), and **ALL THINGS DIVERSE LLC**, a Florida limited liability company with its principal offices located at 12008 Lazarette Court, Jacksonville, Florida 32258 (“Contractor”).

W I T N E S S E T H:

WHEREAS, on October 23, 2020 Council President Hazouri issued a memorandum charging Council Members Morgan and Boylan with conducting a series of community workshops (the “Safer Together Workshops”) to serve as an opportunity for subject matter experts to share their knowledge with members of the Jacksonville City Council and the general public, and “an opportunity for individuals to share the experiences which shaped their attitude regarding our policing community” and that “these workshops will be fact finding in nature with the goal of fostering constructive dialogue about the challenges, successes, and opportunities available to us to make this a safer community for all our citizens”; and

WHEREAS, the City desires to contract with Contractor to provide the consulting services described in **Exhibit A** (the “Services”) in connection with the Safer Together Workshops, including, but not limited to, facilitating discussions among Council Members and the general public during the Safer Together Workshops; and

WHEREAS, Contractor is willing and able to accept such engagement and provide the Services in accordance with the terms and conditions contained in this Contract; and

WHEREAS, pursuant to Ordinance 2021-_____, the Jacksonville City Council appropriated \$23,500.00 to fund the Services and authorized the City to contract directly with Contractor to provide the Services; and

NOW THEREFORE, in consideration of the mutual covenants contained in this Contract, the parties agree as follows:

1. Performance of Services. Contractor shall perform the Services in accordance with all of terms and conditions of this Contract, including, but not limited to the Proposal attached to this Contract as **Exhibit A** and the General Terms and Conditions attached to this Contract as **Exhibit C**.

2. **Term.** This Contract shall commence on the Effective Date and shall continue through September 30, 2021, unless sooner terminated in accordance with the terms of this Contract.

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the City's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not-to-exceed **TWENTY-THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$23,500.00)**. All of the City's obligations under this Contract are contingent upon the availability of lawfully appropriated funds for the Services and this Contract.

4. **Compensation.** City will pay Contractor \$11,750.00 upon execution of this Contract by the City and the Contractor and receipt by City of a proper invoice therefor in accordance with the terms and conditions of this Contract. City will pay Contractor an additional \$11,750.00 upon completion of all of the Services and deliverables described in Exhibit A to the City's satisfaction, and receipt of a proper invoice therefor in accordance with the terms and conditions of this Contract.

5. **Notices.** All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to City:

City of Jacksonville
214 North Hogan Street, Suite 800
Jacksonville, Florida 32202
Attention: Dr. Cheryl L. Brown, Director, City Council

As to the Contractor:

All Things Diverse LLC
12008 Lazarette Court
Jacksonville, Florida 32258
Attention: Dr. Tammy L. Hodo, President

6. **Contract Managers.** Each party will designate a Contract Manager whose responsibility shall be to oversee that party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, City's Contract Manager is Dr. Cheryl L. Brown, Director, City Council (phone: 904-255-5133; CLBrown@coj.net), and the Contractor's Project Manager is Dr. Tammy L. Hodo (phone: _____; [\[insert email address\]](#)). Each party shall provide prompt written notice to the other party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed contract amendments and may be provided via email.

7. **Entire Agreement.** This Contract constitutes the entire agreement between City and Contractor for the Services to be performed and furnished by Contractor. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding. Contractor may not

unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the City (e.g., “shrink wrap” terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

8. Amendments. All changes to, additions to, modifications of, or amendments to this Contract or any of the terms, provisions, and conditions hereof shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

9. Counterparts. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile or electronic transmission of all signatures shall constitute and be evidence of an executed Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

WITNESS:

ALL THINGS DIVERSE LLC

By: _____

Dr. Tammy L. Hodo
President

ATTEST:

CITY OF JACKSONVILLE

By: _____

By: _____

Dr. Cheryl L. Brown
City Council Secretary

Thomas Hazouri
City Council President

Encumbrance and funding information for internal City use:

Account or PO Number:

Amount.....\$23,500.00

This 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 (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of 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; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

Director of Finance

City Contract Number: _____

Form approved:

Office of General Counsel

GC-#1414311-v2-All_Things_Diverse_LLC.docx

Exhibit A

Proposal

(immediately following)



**Proposal Issue Date: 1/12/2021
Proposal Valid Through: 3/12/2021**

Prepared for:

**Honorable City Council Members
City of Jacksonville
Ref: Safer Together**

Prepared by:

Tammy L. Hodo, Ph.D., All Things Diverse LLC

OVERVIEW

We are aware that the Office of the City Council is in conversations regarding creating fact-finding workshops on community policing, policies, procedures, and budgetary items regarding the Jacksonville Sheriff's Office. A minimum of a two-person team is needed to help facilitate the conversations between the Jacksonville Community and City Council members regarding intended outcomes, concerns and ways to move forward with the mission of "A Crime-free environment, driven by partnerships with empowered citizens fostering a vibrant community and the success of all individuals."¹ Any program that is going to work in the City will require buy-in from community members whose input should be valued and considered in next steps. The facilitators should be of different sexes and ethnicity (race) as some people prefer to interact with people who they racially/ethnically identify with, which creates a sense of assurance for some.

Community policing means exactly as it sounds, having police officers actively engaged in the communities they patrol. Substations typically are established in Cities that utilize a community policing model, which gives citizens of that community an opportunity to interact with the SAME police officers daily, which leads to gaining a level of trust and respect; it is a reciprocal relationship. Continuity is imperative to develop trust. Police officers stationed at substations should be consistently the same officers as relationship are developed over time and due to mistrust of police in some areas the frequency of interaction with the same officers will prove to be beneficial to all involved. Other policing programs such as "Broken Window Theory" has been shown to create hostile interaction between police and community members as there is no relationship building process but one that can be perceived to be authoritarian in nature without regard for community input.

SUMMARY

We are excited to be in dialogue with the City of Jacksonville Council members about an opportunity to assist in opening conversations with community members about "Safer Together" Workshops. The workshops will focus on fact finding and creating constructive dialogue between community members, City Officials, and the Sheriff's office regarding how to create safe communities for all citizens and develop community trust.

By hosting meetings once, a month at a different time for a maximum of two hours will allow community members to participate via an online platform. The monthly meetings will be held on a different day each month e.g., January meeting on a Monday, February meeting on a Tuesday, March meeting on a Wednesday, etc., as this will allow community members with a variety of work schedules to participate. The dates should be publicized well in advance to give community members as much notice as possible in case they want to participate in the process. The online platform must provide a way for community members to share their input either via a text box or vocally. We realize that policing can be a hot button topic and that we will need to be able to control the length of time people can speak as the conversation can easily be sidetracked. Using an online platform that allows the facilitators to mute and unmute participants will be key to maintaining control of the sessions. We will give participants 3-5 minutes to share their input/ideas and then

¹ <https://www.jaxsheriff.org/Sheriff-s-Office/History.aspx>

facilitators, City Council members or Sheriff Officials can provide any type of insight into the questions raised by community members or data points needed for community members to understand the purpose of “Safer Together.” Advertising that workshops will be taking place for “Safe Together” in a variety of outlet before hosting the first meeting will allow community members to be informed in a timely manner. Ideally, we will begin the meeting process the last week of January.

Upon completing the workshops, participants should have a clearer understanding of community members’ needs, concerns, etc. The final results and recommendations report will provide valuable insight with actionable next step activities. With the insight provided through the meetings Sheriff officials and City Council members will have a greater understanding of what the community they serve desires. Community policing will require substations and consistency regarding personnel. There is no quick fix to years of mistrust or misunderstanding. Developing relationships with community members will be imperative for officers if they are to develop the type of trust that will lead to reduced crime and safer communities.

THE FACILITATORS

One facilitator, a female veteran of the military is half African American and German American, the other facilitator, is a European American male. Both facilitators have doctorate degrees and have worked with police forces before in a variety of ways, local governments, colleges and universities as well as not-for-profits.

Dr. Tammy L. Hodo obtain her PhD in Urban Studies from the University of Wisconsin with a minor in Sociology and specialization in Race, Class, Gender and Ethnicity. Before obtaining her doctorate degree, Dr. Hodo worked for the States of Georgia and Oklahoma as a State Probation Officer, who worked closely with local police or sheriff deputies to ensure probationers complied with the requirements of their probation. Dr. Hodo is also a graduate of the Jacksonville FBI Citizen’s Academy, taught courses in Introduction to Criminal Justice, Criminology and theory while serving as a faculty member at the University of the Incarnate Word and Virginia Commonwealth University. She has served as a chair of a Criminal Justice Department where she employed and supervised police officers, sheriff deputies, United States Drug Enforcement Officers, Border Patrol agents and attorneys. Dr. Hodo is approved by the Florida Bar to teach Bias Elimination Continuing Legal Education (CLE) credits to attorneys. She served as the moderator in 2017 for a forum hosted by Edward Waters College entitled “Implicit Bias and Sentencing Disparities,” panelist include State Attorney, Melissa Nelson, Chief Defender, Charlie Cofer, a representative for the Chief Justice, Judge Mahon, a federal judge, and a local attorney. The forum was to discuss the recent study conducted by the Sarasota Herald Tribune entitled “Bias on the Bench.” Dr. Hodo also was the opening speaking for the Office of the Attorney General, Division of Victim Services and Criminal Justice Program for their yearly Preventing Crime in the Black Community Forum. She served on the Behavior Intervention Team (BIT) while serving as the Director of Diversity, Equity, and Inclusion at a local law school. The BIT is comprised of campus police/security, student affairs and other administrators that focus on the safety of the campus community.

Dr. Brian Van Brunt has a Doctor of Education in counseling supervision and education from the University of Sarasota/Argosy and is President-elect of the National Behavioral Intervention Team Association (NaBITA). He currently lives in King of Prussia, PA. He has served as the director of counseling at New England College and Western Kentucky University. In his role within Student Affairs and University Counseling Centers he has had constant interaction with campus police and trains them on how to interact with students who may have some mental health issues. Dr. Van Brunt has spoken and written on topics to include Violence Risk Assessment, Mental Health and Mass shootings, and Restorative Justice. He has trained over 100,000 people on threat assessment, informed trauma based counseling, and cultural awareness.

Both Drs. have years of experience facilitating difficult dialogue and have mastered the art of deescalating situations when conversations become heated. Both facilitators have served as faculty members, team leads of Behavior Intervention Teams (BIT) at colleges and universities and have employed and worked with Sheriff and police officers in a variety of venues. They have trained organizations, universities, and colleges on how to address disruption on campus such as hate speech and groups that’s sole intent is to be disruptive to communities.

Tentative Timeline

| | | |
|---|--|---|
| January 16-23 | Advertise to Community All dates that the meetings will be held through May 2021 | Provide Zoom information for dial in or computer access |
| January 25 th 6:30-8:30pm | First Safer Together Community Workshop | Introduction of purpose, facilitators and City officials involved in the program. Explain to community members the tenants of Community Policing. |
| January 26-Feb 5 th | Facilitators will compile all questions asked from community members Conduct any research that will allow them to answer questions that were poised that are not easily answered. | Before next meeting provide questions/notes to City Officials |
| Feb 16 th 9:30-11:30am | Second Safer Together Community Workshop | Begin discussion on Mental Health Co-Responder Program Discuss “Use of Force” training Educate community members on Internal Affairs office roles and responsibilities. |

| | | |
|---------------------------------------|---|---|
| | | Address questions asked from previous meeting that were not answered/discussed. Provide a question-and-answer period. |
| Feb 17-26 th | Facilitators will compile all questions asked from community members, type up notes, organize write up. | This is a living document that is being updated with each meeting to reflect questions/answers, comments, discussions, recommendations, etc. |
| March 17 th 2:00-4:00pm | Third Safer Together Community Workshop | Discuss JSO's budget with community member, how budget determinations are made, etc. Provide insight into the budgets of other policing offices of similar size, geographical areas. Address questions asked from previous meeting that were not answered/discussed. Provide a question-and-answer period. |
| March 18-March 31 st | Facilitators will compile all questions asked from community members, type up notes, organize write up. | This is a living document that is being updated with each meeting to reflect questions/answers, comments, discussions, recommendations, etc. |
| April 15 th 6:30-8:30pm | Fourth Safer Together Community Meeting | Discuss requirements to be considered for one of the Diversionary Programs used by JSO such as Drug Court, Teen Court, etc. Address questions asked from previous meeting that were not answered/discussed. Provide a question-and-answer period. |
| April 16-April 30 | Facilitators will compile all questions asked from community members, type up notes, organize write up. | This is a living document that is being updated with each meeting to reflect questions/answers, |

| | | |
|--------------------------------------|--|---|
| | | comments, discussions, recommendations, etc. |
| May 21 st 9:30-11:30am | Fifth and final community meeting of Safer Together | Discuss the hiring process, policies, and police Explorer Program. Address questions asked from previous meeting that were not answered/discussed. Provide a question-and-answer period. |
| May 22-June 28 th | Compile all information obtained during the five meetings and provide recommendations and results to the City Council Members. | Provide results to City Council Members, Jacksonville's Sheriff Office and make report available to community members. |

Empathy is an important attribute to have when in a leadership role as it allows us to think of the experiences of others and how outside factors may impact their working relationships, experiences, and expectations. Having empathy when interacting with others who do not belong to your racial/ethnic (inside/outside) group is imperative to create highly effective conversations. Empathy is essential as we function in a multicultural society. Leaders must model the behavior they wish to see in the community and develop a level of trust that will allow community members to be transparent with them. As a global society that is becoming more diverse daily it is imperative that everyone knows how to communicate with people outside of their group. Studies show that both black and white Americans believe black people are treated less fairly than whites in dealing with police and the criminal justice system as a whole.² Pew research shows that blacks are more than five times likely than whites to believe they are stopped unfairly due to their race or ethnicity. Many people of color say they've been in situations where people appear to be suspicious of them because of their race or ethnicity. When asked if police in their community are doing a great job, we find that there is a significant difference in the way blacks view their experiences compared to their white counterparts. Gallup found that black's confidence in police averages about 30%, which is well below the national average of 53%.³

The Index of Dissimilarity is used by the U.S. Census to measure the demographic evenness in which two groups are distributed across competent geographic areas. Results of the index range from 0 to 100, which indicates the proportion of one group that would need to relocate to make the two distributions the same.⁴ In Sociology we utilize the index often to measure integration versus segregation in cities. Through research efforts we found that Duval County has a Racial Dissimilarity Index of 59⁵ between European Americans and African Americans, meaning that

² <https://www.pewresearch.org/fact-tank/2020/06/03/10-things-we-know-about-race-and-policing-in-the-u-s/>

³ <https://news.gallup.com/poll/183704/confidence-police-lowest-years.aspx>

⁴ <https://www.encyclopedia.com/social-sciences-and-law/sociology-and-social-reform/sociology-general-terms-and-concepts/index#:~:text=dissimilarity%2C%20index%20of.%20C2%A9%20A%20Dictionary%20of%20Sociology,pair>

⁵ https://www.censusscope.org/us/rank_dissimilarity_white_black.html

segregation is an issue in Jacksonville. To create a truly integrated city would require 30% of African Americans or European Americans to move into more diverse areas of the City. Studies show that lack of interaction between different ethnic groups creates tension, fear, and a lack of trust. Although we can not move people into areas they may not wish to reside, we can begin to acknowledge and understand the concepts of “inside group” and “outside groups.”

OUR RECOMMENDED APPROACH

| SAFER TOGETHER WORKSHOPS |
|--|
| <p>Host two-hour workshops monthly with community members, City Council, and representatives from the Jacksonville Sheriff’s office on different days and times.</p> <p>During this workshop, we will:</p> <ul style="list-style-type: none"> • Facilitate productive conversations between community members, Sheriff Deputies and City Council members. • Provide space for community members to ask questions. • Work on educating all participants on the goals of community policing. • Encourage community members to work with Sheriff Deputies to decrease crime in their areas. • Review policing policies, procedures, and budgeting. • Discuss cultural competencies and empathy. • Educate community members on the many programs offered by the Sheriff’s Office. • Gain an understanding of seeing the other side (e.g., other people’s experiences, feelings and understanding of the world around us). • Learn how to disagree constructively. |

THE INVESTMENT

Terms and Conditions.

Our fees for the services outlined in this proposal are:

| Service | Cost |
|---|-----------------|
| Facilitate Safer Together Workshops and final written report with findings and suggestions. | \$23,500 |

Payment Terms:

Half payment is required at acceptance of proposal. The remaining balance shall be paid upon completion of contract.

This proposal is accepted and forms an agreement between All Things Diverse LLC and Office of City Council

Authorized Signature:

For All Things Diverse LLC:

For: Office of City Council

Tammy L. Hodo, Ph.D., President

Client Contract Name, Title, and Date

All Things Diverse LLC is a service-connected disabled owned Veteran business. We are certified by the State of Florida as a woman, minority, veteran owned business. We are also a Disadvantaged Business Enterprise (DBE).

Exhibit B

Budget

Intentionally omitted

Exhibit C
General Terms and Conditions

C.1 Provision of Services. Contractor shall provide City with all of the services and deliverables described in **Exhibit A** and the Contract. If any services, functions, or responsibilities are not specifically described in **Exhibit A** or this Contract but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein.

C.2 Relationship of the Parties. In the performance of the Services, Contractor shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of City. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences, and procedures utilized to perform the Services in accordance with the Contract.

C.3 City's Right to Make Changes. City may unilaterally require, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of the Contract. City will make an equitable adjustment in the contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Contractor, which shall not be unreasonably withheld. City and Contractor will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

C.4 Service Warranties. Contractor warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with this Contract and the standards prevailing in the industry. Contractor shall also undertake the following actions without additional consideration during the term of this Contract and for one year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Contractor; and (ii) conferring with City for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by City shall not relieve Contractor of these responsibilities. The warranties and covenants in this paragraph will extend to all subcontractors as well.

C.5 City Will Assist Contractor. At Contractor's request, City will provide reasonable assistance and cooperation to Contractor, including the supply of any data and information necessary for Contractor to provide the Services. City will also designate a Contract Manager who will, on behalf of City, work with Contractor and administer this Contract in accordance with its terms.

C.6 Location Requirements for Services. The majority of the Services shall be performed within Duval County, Florida and no Services will be performed outside of the United States. These restrictions may be modified in writing if City determines, in its sole discretion, that the restrictions impose an undue burden on Contractor's ability to perform the Services as contemplated in the Contract.

C.7 Use of Subcontractors; Flow-Down Provisions. Except to the extent the use of subcontractors is consented to in writing by City, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be responsible for the acts or omissions of its subcontractors. Contractor will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

C.8 Meetings and Reports. Contractor must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by City and Contractor can reasonably schedule its appearance. Unless otherwise agreed, Contractor shall provide a monthly report summarizing Contractor's performance. Contractor shall provide other periodic reports respecting the Services as City reasonably requests.

C.9 Intellectual Property.

(a) As used in this Section, the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to City pursuant to the Contract. Contractor grants to City an irrevocable, perpetual, royalty free, and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify, and create derivative works from the subject matter of the grant and the right to sublicense all or any portion of the foregoing rights to an affiliate or a third party who provides service to City) Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright, and know-how) that is contained or embedded in, required for the use of, that was used in the production of, or is required for the reproduction, modification, maintenance, servicing, improvement, or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement, or continued operation of the Work, Contractor shall secure for City an irrevocable, perpetual, royalty free, and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright, and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify, and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should City, or any third party obtaining such Work through City, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at City's and such third party's sole risk.

C.10 Software Development Processes and Standards. To the extent any software is developed, modified, or otherwise procured under the Contract, Contractor will use commercially-accepted software

development and documentation processes and standards.

C.11 Limitation of Warranty for City-Furnished Software. In lieu of any other warranty expressed or implied herein, City warrants that any programming aids and software packages supplied for Contractor use as City-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by City from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should City furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify City and supply documentation regarding any defects and their effect on progress on the Contract. City will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by the City-furnished property in accordance with the procedures provided for in Section C.3 above ("City's Right to Make Changes").

C.12 Loss of Data. If any City data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for correcting and recreating all production, test, acceptance, and training files or databases affected which are used in the provision of Services, at no additional cost to the City, in the manner and on the schedule set by City. This remedy shall be in addition to any other remedy City may be entitled to by law or the Contract.

C.13 Purchase Orders. If this Contract requires a service to be ordered by City via purchase order, Contractor shall not deliver or furnish the service until City transmits a purchase order. All purchase orders shall bear this Contract or solicitation number, shall be placed by City directly with Contractor, and shall be deemed to incorporate by reference the Contract. Any discrepancy between this Contract and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to City.

C.14 Invoicing and Payment.

(a) Unless otherwise specified in this Contract, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. City may require any other information from Contractor that City deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. City does not pay service charges, interest, or late fees unless required by law.

(b) To the extent Contractor's fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code.

(c) City's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

C.15 Taxes. City is generally exempt from any taxes imposed by the State of Florida or the federal government. Exemption certificates will be provided upon request. Contractor shall not include any state, local, and federal taxes in any prices quoted to City.

C.16 Right of Setoff. City may, in addition to other remedies available at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted in good faith by City (or any other local government entity or authority located in Duval County, Florida) against Contractor.

C.17 Retention of Records / Audits.

(a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records, and all other documents pertaining to this Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe, and sufficient.

(b) Contractor must retain all Records for a minimum period of three years after final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to City. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by City (including City's auditor and inspector general offices), to have full access to and the right to examine, copy, or audit any of the Records, regardless of the form in which kept. Contractor will not charge City for any setup, supervision, or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and City shall be permitted to bring its photocopying equipment if City so desires.

(d) Contractor must comply with and cooperate in any audits or reports requested by City, and must ensure that all related party transactions are disclosed to the auditor.

(e) Contractor must permit City to interview any of Contractor's employees, subcontractors, and subcontractor employees to assure City of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or City is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge City for any employee time unless the interview time for that employee exceeds eight hours in a calendar year.

(f) Following any audit or review, if performance of Contractor is, in the opinion of City, deficient, City will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit to City said corrective action plan within ten days of receiving City's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after City's receipt of the corrective action plan.

(g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury under Section 837.06, Florida Statutes.

(h) Contractor must include the aforementioned audit, inspection, investigation, and record-keeping requirements in all subcontracts and Contract assignments.

(i) Contractor agrees to reimburse City for the reasonable costs of investigation incurred by City for audits, inspections, and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel, and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of this Contract.

C.18 Indemnification. Contractor shall comply with the indemnification obligations set forth in Exhibit D to this Contract.

C.19 Insurance. Contractor shall comply with the Insurance Requirements set forth in Exhibit E to this Contract.

C.20 City's Right to Suspend Work. City may in its sole discretion suspend any or all activities under this Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, City shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate this Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

C.21 City's Right to Terminate for Convenience. City reserves the right to terminate this Contract at any time and for any reason by giving written notice to Contractor. If this Contract is terminated for convenience as provided herein, City will be relieved of all further obligations other than payment for that amount of Services actually performed to the date of termination. Access to any and all work papers will be provided to City after the termination of the Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate this Contract for convenience, it being understood that City's payment for Services forms the consideration for Contractor's not having this right. In the event of City's

termination of the Contract, City (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section C.24 below.

C.22 City’s Remedies Upon Contractor Default. Any one or more of the following events, if not cured within ten calendar days after Contractor’s receipt of written notice thereof, shall constitute an “Event of Default” on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in this Contractor any extension; (2) Contractor fails to maintain adequate progress, thus endangering performance of the Contract; (3) Contractor fails to honor any other material term of the Contract; or, (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. City may extend the 10-day cure period in its discretion.

In addition, a finding that Contractor has made a false representation or certification in any document furnished by Contractor to City shall constitute an immediate Event of Default with no right to cure.

Upon an “Event of Default” on the part of Contractor, City will be entitled to terminate this Contract and pursue such other remedies available at law or equity, including the recovery of any re-procurement costs and delay damages. The rights and remedies available to City under this Contract are distinct, separate, and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience.

C.23 Contractor Remedies Upon City Default. City shall be in default if City fails to honor any material term of this Contract and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of City’s default, Contractor will be entitled to terminate this Contract and pursue such other remedies available at law or equity as it deems appropriate. Except as expressly provided elsewhere in the Contract, Contractor will not be entitled to recover any lost profits or consequential damages. The rights and remedies available to Contractor under this Contract are distinct, separate, and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

C.24 Transition Services. At any time prior to the date this Contract expires or terminates for any reason (the “Termination Date”), City may request Contractor to provide reasonable transition assistance services (“Transition Assistance”). Contractor shall provide such Transition Assistance until such time as City notifies Contractor that City no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions, or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service provider (either City itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed

transition plan. To the extent that Transition Assistance will involve third parties hired by City, those third parties shall cooperate with Contractor in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Contractor.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to City. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Contractor charges to government entities for comparable services; provided however, that if City terminates this Contract because of a breach by Contractor, then (i) the Transition Assistance shall be provided at no cost to City, and (ii) City will be entitled to any other remedies available to it under law. Contractor may withhold Transition Assistance after the Termination Date if City does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Contractor in accordance with the invoicing and payment provisions of the Contract.

C.25 Force Majeure, Notice of Delay, and No Damages for Delay. Neither party shall be responsible for delays in performance to the extent that the delay was beyond that party's control (or the control of its employees, subcontractors, or agents). Contractor shall notify City in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, City will give Contractor a reasonable extension of time to perform; provided, however, that City may elect to terminate this Contract in whole or in part if City determines, in its sole judgment, that such a delay will significantly impair the value of this Contract to City. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. No claim for damages, other than for an extension of time, shall be asserted against City. Contractor shall not be entitled to an increase in the contract price or payment of any kind from City for direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

C.26 No Waiver. The delay or failure by a party to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, City's payment for the Services shall not release Contractor from its obligations under this Contract and shall not be deemed a waiver of City's right to insist upon strict performance hereof.

C.27 Qualification of Contractor Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, and agents performing work under this Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of

qualification. All employees, subcontractors, and agents performing work under this Contract must comply with all reasonable administrative requirements of City and with all controlling laws and regulations relevant to the Services they are providing under the Contract. City may conduct, and Contractor shall cooperate in, a security background check or other assessment of any employee, subcontractor, or agent furnished by Contractor. City may refuse access to, or require replacement of, any personnel for reasonable cause.

Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors, and agents are not considered employees of City. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than City.

As a condition to providing services to City, Contractor and any subcontractor will enroll and participate in the federal E-Verify Program within thirty days of the effective date of the Contract. Proof of enrollment and participation will be made available to City upon request.

C.28 Security Procedures. Contractor and its employees, subcontractors, and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida, and City in performance of the Contract. City agrees that any security procedures imposed by City specifically for this Contract will be reasonable and will not impose any unreasonable costs or hardships.

C.29 Restrictions on the Use or Disclosure of City's Information. Contractor shall not use, copy, or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors, or employees in the course of performing the Services, including but not limited to security procedures, business operations information, or commercial proprietary information in the possession of City. At City's request, all information furnished by City will be returned to City upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on City's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

C.30 Public Records Law; Process For Protecting Trade Secrets and Other Information. Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public records. All documents received by City in connection with this Contract are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to City. City agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request,

City may release the requested information. Such release shall be deemed for purposes of this Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright, or other intellectual property.

In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

- (a) Keep and maintain public records required by City to perform the services; and
- (b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Contract if Contractor does not transfer the records to City; and
- (d) Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

C.31 Assignment. City and Contractor each binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of the Contract. Contractor shall not sell, assign, or transfer any of its rights (including rights to payment), duties, or obligations under this Contract without the prior written consent of City. In the event of any assignment, Contractor shall remain liable for performance of this Contract unless City expressly waives such liability. City may assign this

Contract with prior written notice to Contractor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of City.

C.32 Notice and Approval of Changes in Ownership. Because the award of this Contract may have been predicated upon Contractor's ownership structure, Contractor agrees that any transfer of a substantial interest in Contractor by any of its owners shall require City's prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of the Contract, Contractor represents that it has no knowledge of any intent to transfer a substantial interest in Contractor. A substantial interest shall mean at least 25% of the voting shares in Contractor. This Section shall not apply to (i) transfers occurring upon the incapacitation or death of an owner; (ii) transfers associated with an initial public offering on the NYSE or NASDAQ markets; or, (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

C.33 Assignment of Antitrust Claims. Contractor and City recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by City. Therefore, Contractor hereby assigns to City any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials, or services purchased in connection with the Contract.

C.34 Equal Employment Opportunity. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations, and the Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above-cited terms, written evidence of such exempt status must be provided to City.

C.35 Other Non-Discrimination Provisions. As required by Section 126.404, *Ordinance Code*, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or nonharassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Contractor agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that if any of the products or Services to be provided pursuant to this Contract are to be provided by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

C.36 Prompt Payment to Subcontractors and Suppliers. The following is required by Chapter 126, Part 6, *Ordinance Code*; provided however, if Contractor does not use JSEB or MBE subcontractors, as identified below, this Section C.36 shall not apply:

(a) *Generally.* When Contractor receives payment from City for labor, services or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Contractor's receipt of payment from City. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to the City and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to City and said subcontractor or supplier within ten (10) calendar days after Contractor's receipt of payment from City. Contractor shall pay all undisputed amounts due within the time limits imposed by this Section.

(b) *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6, *Ordinance Code*, Contractor shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB") and Minority Business Enterprises ("MBE"), as defined therein, their pro rata share of their earned portion of the progress payments made by City under this Contract within seven (7) business days after Contractor's receipt of payment from City (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to City with its requisition for payment documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEBs or MBEs from all prior payments Contractor has received from City. Contractor shall not unreasonably withhold payments to certified JSEBs and MBEs if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEBs or MBEs, which payment has been made by City to Contractor, Contractor shall return said payment to City. Contractor shall provide notice to City and to the certified JSEBs or MBEs whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to City and said JSEBs or MBEs within five (5) calendar days after Contractor's receipt of payment from City. Contractor shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEBs or MBEs within seven (7) business days shall be a breach of the Contract, compensable by one per-cent (1%) of the outstanding invoice's being withheld by City, not as a penalty, but as liquidated damages to compensate for the additional contract administration by City.

(c) *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between City and any subcontractor, supplier, JSEB, MBE, or any third party or create any City liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material

breach of Contractor's contractual obligations to City. As a result of said breach, City, without waiving any other available remedy it may have against Contractor, may (i) issue joint checks and (ii) charge Contractor a 0.2% daily late payment charge or the charges specified in said Chapter 126, *Ordinance Code*, for JSEBs or MBEs and in Chapter 218, Florida Statutes, for non-JSEBs or non-MBEs, whichever is greater.

C.37 Conflicts of Interest. Contractor acknowledges that Section 126.112, *Ordinance Code*, requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

C.38 Contingent Fees Prohibited. In conformity with Section 126.306, *Ordinance Code*, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona-fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, City shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

C.39 Truth in Negotiation Certificate. Pursuant to Section 126.305, *Ordinance Code*, the execution of this Contract by Contractor shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Contractor states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete, and current at the time of contracting. Further, Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of the Contract.

C.40 Compliance with Applicable Laws. Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules, and regulations as the same exist and as may be amended from time to time, including but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code); and
- All licensing and certification requirements applicable to performing the Services.

C.41 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and on the conditions contained herein. These purchases are independent of the agreement between City and Contractor, and City shall not be a party to such transactions.

C.43 Warranty of Ability to Perform. Contractor warrants that (i) it is ready, willing, and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify City in writing if its ability to perform is compromised in any manner during the term of the Contract.

C.43 Warranty of Authority to Sign Contract. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

C.44 Governing State Law/Severability/Venue/Waiver of Jury Trial. The rights, obligations, and remedies of the parties as specified under this Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Contract be determined by the courts to be illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

C.45 Construction. Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

C.46 Scrutinized Companies.

(a) Pursuant to Section 287.135(2), *Florida Statutes*, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

- (1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; or
- (2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor:
 - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*; or

ii. Is engaged in business operations in Cuba or Syria.

(b) Pursuant to Section 287.135(3)(a)4, *Florida Statutes*, City may terminate this Contract at City's option if this Contract is for goods or services in an amount of one million dollars or more and Contractor:

(1) Is found to have submitted a false certification under Section 287.135(5), *Florida Statutes*;

(2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*;

(3) Is engaged in business operations in Cuba or Syria.

(c) Pursuant to Section 287.135(3)(b), *Florida Statutes*, City may terminate this Contract at City's option if this Contract is for goods and services of any amount and Contractor:

(1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List;
or

(2) Is engaged in a boycott of Israel.

C.47 Data Security and Privacy.

Contractor acknowledges that its performance of the Services may involve access to confidential information including, but not limited to, personally-identifiable information, protected health information, and individual financial information (collectively, "Protected Information") that is subject to state or federal laws and regulations restricting the use and disclosure of such information. Contractor agrees to comply with all applicable federal and state laws restricting the access, use and disclosure of Protected Information.

Contractor shall use appropriate safeguards to prevent any access, use, modification, disclosure or destruction of Protected Information other than as permitted under applicable laws and regulations, which shall include but not be limited to administrative, physical and technical safeguards as necessary and appropriate to protect the confidentiality, security, integrity and availability of Protected Information, and which shall be no less rigorous than accepted industry practices (such as ISO 27002, ITIL or COBIT or other industry standards of information security).

Notwithstanding any provision in this Contract to the contrary, the Contractor shall indemnify, defend and hold harmless City, its affiliates, members, directors, officers and employees from and against any and all claims, suits, causes of action, inquiries, investigations, proceedings, and the resulting damages, fees, costs, penalties, resolutions, assessments, losses, liabilities, or judgments (including reasonable attorneys' fees) which may be imposed on or incurred by or instituted against the City or any such person relating to or arising out of any access, use, disclosure, modification, or destruction of Protected Information that is not permitted under applicable law.

This Section shall apply to information that is accessed, created, received, maintained,

processed, modified, used, disclosed or destroyed in connection with the Services by the Contractor, in whatever form, including but not limited to paper, electronic or oral, that is individually identifiable information about patients and their family members and significant others, independent contractors, and other individuals, including but not limited to any individually identifiable health and financial information.

Exhibit D
INDEMNIFICATION

Contractor (the “**Indemnifying Party**”) shall hold harmless, indemnify, and defend the City of Jacksonville and the City’s members, officers, officials, employees and agents (collectively the “**Indemnified Parties**”) from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party’s performance of this Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with this Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this Contract (the “**Service(s)**”), any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Contract, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Exhibit E
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Company shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

| Schedule | Limits |
|------------------------------|----------------------------------|
| Worker's Compensation | Florida Statutory Coverage |
| Employer's Liability | \$ 100,000 Each Accident |
| | \$ 100,000 Disease Policy Limit |
| | \$ 100,000 Each Employee/Disease |

This insurance shall cover the Company (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

| | | |
|-------------------------------------|-------------|-----------------------------|
| Commercial General Liability | \$2,000,000 | General Aggregate |
| | \$2,000,000 | Products & Comp. Ops. Agg. |
| | \$1,000,000 | Personal/Advertising Injury |
| | \$1,000,000 | Each Occurrence |
| | \$ 50,000 | Fire Damage |
| | 5,000 | Medical Expenses |

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

| | | |
|-----------------------------|-------------|-----------------------|
| Automobile Liability | \$1,000,000 | Combined Single Limit |
|-----------------------------|-------------|-----------------------|

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent

manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability \$1,000,000 per Claim and Aggregate
(Including Medical Malpractice when applicable)

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

Additional Insurance Provisions

- A. Certificates of Insurance. Contractor shall deliver the City Certificates of Insurance that shows the corresponding **City Contract or Bid Number** in the Description, **Additional Insureds, Waivers of Subrogation** and **Primary & Non-Contributory statement** as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- B. Additional Insured: All insurance **except** Worker's Compensation, Professional Liability, AD&D and Crime (if required) shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability CA2048.
- C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- E. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.
- G. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees or agents to

the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

- H. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.
- I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
- L. Special Provision: Prior to executing this Agreement, Contractor shall present this Contract and insurance requirements attachments to its Insurance Agent Affirming: 1) That the Agent has Personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of the Contractor.