

**AGREEMENT BETWEEN
END HUMAN TRAFFICKING, INC.,**

AND

CITY OF JACKSONVILLE - JACKSONVILLE SHERIFF'S OFFICE

THIS AGREEMENT for a grant award (**AWARD**) is entered into by and between End Human Trafficking, Inc., a Florida not-for-profit corporation that exists as a direct-support organization (hereinafter, **DSO**) pursuant to section 16.618, Florida Statutes, and the recipient of the **AWARD**, **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, to be administered by the Jacksonville Sheriff's Office, hereinafter referred to as **RECIPIENT**. This **AGREEMENT** shall bind the parties upon its execution by their representatives and shall incorporate by reference the grant application (**APPLICATION**) submitted by **RECIPIENT**. The parties hereto mutually agree as follows:

ARTICLE I. TIME OF PERFORMANCE

This **AGREEMENT** shall become effective on the date when the **AGREEMENT** has been signed by all parties and shall continue through June 30, 2025. No modifications can be made after the termination date, June 30, 2025, or when all funds have been used.

This **AGREEMENT** may be terminated by the **DSO** in whole or in part at any time in the best interest of the **DSO**. If the **AGREEMENT** is terminated before performance is completed, the **RECIPIENT** will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the **AGREEMENT** price as the amount of work satisfactorily performed.

ARTICLE II. AMOUNT OF GRANT AWARD

DSO shall provide the **RECIPIENT** with an **AWARD** in the amount of **\$90,000.00**. **DSO** shall disburse the **AWARD** to the **RECIPIENT** as described in Article IX of this **AGREEMENT**.

ARTICLE III. PURPOSE OF AWARD

The **AWARD** is granted solely for the purpose described in the **RECIPIENT'S APPLICATION**. This **AWARD** will assist with of **RECIPIENT'S** exploration or provision of innovative solutions through technology within **RECIPIENT'S** agency to disrupt criminal networks, bring perpetrators to justice, and support victims of human trafficking by the means stated in the **RECIPIENT'S** submitted **APPLICATION**, which is incorporated by reference. The **RECIPIENT** shall not use the **AWARD** for any other purpose. Any use of the **AWARD** for reasons other than the purpose stated herein regarding purchasing and operational expenses may subject the **RECIPIENT** to action that may include, but is not limited to, reimbursement of the **AWARD**.

ARTICLE IV. PURCHASES

The RECIPIENT shall be the custodian of the property purchased for the purpose of fulfilling the terms of this AGREEMENT. The RECIPIENT agrees to be responsible for the proper care, custody, and distribution of all property acquired with grant funds, and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of DSO's administrator. Property purchased for this cause shall include tangible, intangible, developmental, and intellectual property. The DSO shall not be responsible for any contracts, licenses, equipment, materials, data, or any maintenance thereof for property purchased by the RECIPIENT pursuant to the purpose of this AGREEMENT or for the purpose of fulfilling the terms of this AGREEMENT. Furthermore, the DSO shall not be held liable or otherwise encumbered because of any inefficiency or failure, operational, functional, or otherwise, regarding the property purchased by the RECIPIENT pursuant to the terms of this AGREEMENT.

ARTICLE V. MONITORING

The RECIPIENT will permit all persons who are duly authorized by the DSO to inspect and copy any records, papers, documents, facilities, goods, and services of the RECIPIENT that are relevant to this AGREEMENT, and to interview clients, employees, and subcontractor employees of the RECIPIENT to assure the DSO of satisfactory performance of the terms and conditions of this AGREEMENT. Following any such review, the DSO will deliver to the RECIPIENT a written report of any findings, and may direct the development, by the RECIPIENT, of a corrective action plan. This provision will not limit the DSO's termination rights.

ARTICLE VI. RECORD RETENTION

The RECIPIENT will retain sufficient documentation to substantiate claims for payment under the AGREEMENT and all other records, electronic files, papers, and documents that were made in relation to this AGREEMENT. The RECIPIENT will retain all documents related to this AGREEMENT in compliance with Florida law.

ARTICLE VII. NOTICE OF LEGAL ACTIONS

The RECIPIENT will notify DSO of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within 30 calendar days of the action being filed. The RECIPIENT will notify the DSO of any legal actions filed against it for a breach of an agreement of similar size and scope to this AGREEMENT within 30 calendar days of the action being filed. Failure to notify the DSO of any legal action within 30 calendar days of the action will be grounds for termination of this AGREEMENT.

ARTICLE VIII. LICENSES AND PERMITS

The RECIPIENT is responsible for obtaining all necessary licenses and permits required to perform the services specified in this AGREEMENT.

ARTICLE IX. PAYMENT

Section 9.1. Payment and Deliverables.

The DSO will pay the RECIPIENT the corresponding amounts for each item referenced in the **RECIPIENT'S SUBMITTED PROJECT BUDGET**, page 6 of the RECIPIENT'S APPLICATION, which is incorporated and attached to this AGREEMENT, with the following exception: DSO awards RECIPIENT \$20,000.00 for the purchase of four (4) Cellebrite Premium Software and License at \$5,000.00 each. The

AGREEMENT amount is specified in Article II of this AGREEMENT. Deliverable amounts, the unit of service as related to the deliverables, and timing of the payments are specified in this Article of the AGREEMENT.

The RECIPIENT must submit a monthly written report that includes a properly completed invoice to the DSO's Administrator of this AGREEMENT within 30 calendar days from the end of each month. Invoices must be submitted in the format specified by the DSO. Each monthly report must include, at a minimum, the following information:

- a. Type of Item purchased.
- b. Name of Item purchased.
- c. Number of Items installed and status of current working condition.
- d. Any other information that the RECIPIENT reasonably believes would assist the DSO in assessing the success of the RECIPIENT'S use of the items.

The DSO retains authority to request additional reporting as needed. The DSO's failure to pay, or delay in payment will not constitute a breach of the AGREEMENT and will not relieve the RECIPIENT of its obligations to the DSO.

Section 9.2. Final Invoice.

Unless renewed or extended, the final invoice must be received within 30 calendar days immediately following termination or expiration of this AGREEMENT. If the RECIPIENT fails to do so, all rights to payment are forfeited and the DSO will not honor any requests submitted after the aforesaid time period. Any payment under the terms of this AGREEMENT may be withheld until all deliverables and any necessary adjustments have been approved by the DSO.

Section 9.3. Taxes.

The DSO is generally exempt from all federal, state, and local taxes and no such taxes will be included in the price of the AGREEMENT. The DSO will have no responsibility for the payment of taxes which become payable by RECIPIENT or its subcontractors in the performance of the AGREEMENT.

Section 9.4. Unobligated or Excess Funds.

Any balance of unobligated funds which has been advanced or paid must be refunded to the DSO. Any funds paid in excess of the amount to which the RECIPIENT is entitled under the terms and conditions of this AGREEMENT must be refunded to the DSO.

ARTICLE X. PUBLIC RECORDS

All documents prepared pursuant to this agreement are subject to Florida's Public Records Law as defined in section 119.011, Florida Statutes. Refusal of the RECIPIENT to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DSO'S CUSTODIAN OF THE PUBLIC RECORDS AT

850-570-1492, END HUMAN TRAFFICKING, INC., 1400 VILLAGE SQUARE BLVD., SUITE 3-110, TALLAHASSEE, FL 32312.

RECIPIENT will hold harmless the DSO for all claims arising from or relating to RECIPIENT'S determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If RECIPIENT fails to submit a redacted copy of information that it claims is Confidential, the DSO is authorized to produce the entire documents, data, or records submitted to the DSO in response to a public records request or other lawful request for these records.

ARTICLE XI. INDEPENDENT CAPACITY OF THE RECIPIENT

The RECIPIENT is independent of the DSO and is solely liable for the performance of all tasks and deliverables contemplated by this AGREEMENT. This AGREEMENT is not assignable except with the prior written approval of the DSO. Payments under this AGREEMENT are not assignable except with the prior written approval of the DSO. In the event of such approval, the AGREEMENT terms and conditions will apply and bind the party or parties to whom the AGREEMENT is assigned as fully and completely as the RECIPIENT is hereunder bound and obligated. No assignment will operate to release the RECIPIENT from its liability for the prompt and effective performance of its obligations under this AGREEMENT.

The RECIPIENT, its officers, agents, employees, subcontractors, or assignees, in performance of this AGREEMENT, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the DSO or the state of Florida. The RECIPIENT will not represent to others that it has the authority to bind the DSO.

The RECIPIENT, its officers, agents, employees, subcontractors, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment because of its affiliation with the DSO or performance of the duties and obligations of this AGREEMENT.

The RECIPIENT will take such actions as may be necessary to ensure that each subcontractor of RECIPIENT understands that it is independent of the DSO and the state of Florida and will not be considered or permitted to be an agent, servant, joint venture, or partner of the state of Florida.

Unless justified by the RECIPIENT and agreed to by the DSO in this AGREEMENT, the DSO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the RECIPIENT, or its subcontractor or assignee.

All deductions for Social Security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the RECIPIENT, its officers, employees, agents, subcontractors, or assignees will be the responsibility of the RECIPIENT.

ARTICLE XII. NO THIRD-PARTY RIGHTS

This AGREEMENT is for the benefit of the DSO, the RECIPIENT, and other state agencies or government entities mutually acknowledged by the parties. This AGREEMENT is not for the benefit of any third party.

ARTICLE XIII. INDEMNIFICATION AND LIMITATION OF LIABILITY

The DSO shall not assume any liability for the acts, omissions or negligence of the RECIPIENT, its agents, servants, and employees.

The RECIPIENT is liable for and will hold harmless the DSO and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by RECIPIENT, its agents, or employees during the performance or operation of this AGREEMENT or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property, subject to the provisions and limitations of Section 768.28, Florida Statutes, which are not hereby altered, expanded or waived.

ARTICLE XIV. NONDISCRIMINATION AND COMPLIANCE

The RECIPIENT shall comply will all federal, state, and local laws and ordinances applicable to the execution and application of this AGREEMENT and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the compliance herein.

ARTICLE XV. ADMINISTRATION OF AGREEMENT

The administrator for this AGREEMENT representing the DSO is Erin Collins, Executive Director, End Human Trafficking, Inc.

The administrator for this AGREEMENT representing the RECIPIENT is Melissa Conger, Grants Manager, Jacksonville Sheriff's Office. In the event the RECIPIENT changes the RECIPIENT'S Administrator, the RECIPIENT will notify the DSO's Agreement Administrator in writing. Such changes do not require a formal written amendment to this AGREEMENT.

Amendments must be mutually agreed upon and incorporated in written amendments to this AGREEMENT. Any such amendments to this AGREEMENT must be obtained from the parties' administrators or their designees.

ARTICLE XVI. GOVERNING LAW

This Agreement will be construed, performed, and enforced in accordance with the laws and rules of the state of Florida. If any term or provision of the AGREEMENT is found to be illegal or unenforceable, such term or provision will be deemed stricken and the remainder of the AGREEMENT will remain in full force and effect. All litigation arising under this AGREEMENT will be instituted in the appropriate court in Leon County, Florida.

ARTICLE XVII. SPECIAL CONDITIONS

1. The RECIPIENT agrees to refrain permanently from using or mentioning its association with the DSO in advertisements, letterhead, business cards, or official documents. The RECIPIENT'S AWARD and use thereof may be generally referenced and described pursuant to prior approval by the DSO. The RECIPIENT may not give the impression in any event or manner that the DSO otherwise recommends or endorses its work not related to this AGREEMENT.
2. The RECIPIENT will not indicate, verbally or in writing, that it is associated with or endorsed by Statewide Council on Human Trafficking that is governed by section 16.617, Florida Statutes, or Florida's Office of the Attorney General, Department of Legal Affairs, unless either the Statewide Council on Human Trafficking or the Florida Office of the Attorney General, Department of Legal Affairs, provides prior approval of use of its respective name. The RECIPIENT may not give the impression in any event or manner, that the Statewide Council on

Human Trafficking or Office of the Attorney General, Department of Legal Affairs, otherwise recommends or endorses its work not related to this AGREEMENT.

3. All contracts with the news media regarding the subject of this AGREEMENT shall be referred to the DSO'S administrator of this AGREEMENT.

ARTICLE XVIII. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations, or agreements on this subject.

IN WITNESS WHEREOF, End Human Trafficking, Inc. and City of Jacksonville have executed this AGREEMENT.

Erin Collins, Executive Director
End Human Trafficking, Inc.

Donna Deegan, Mayor
City of Jacksonville

Date

Date

T. K. Waters, Sheriff
City of Jacksonville

Date