

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
DOWNTOWN VISION ALLIANCE, INCORPORATED**

THIS MISCELLANEOUS APPROPRIATIONS AGREEMENT (the “Agreement”) is made and entered into in duplicate on this _____ day of _____ 2024, by and between the City of Jacksonville, a municipal corporation in Duval County, Florida (hereinafter the “**CITY**”), for and on behalf of the Jacksonville Sheriff’s Office (hereinafter “**JSO**”), and Downtown Vision Alliance, Incorporated (hereinafter the “**RECIPIENT**”).

WITNESSETH:

WHEREAS, Ordinance 2024-0763-E of the City of Jacksonville has appropriated the sum of ONE HUNDRED THIRTY-SEVEN THOUSAND AND 00/100 DOLLARS (\$137,000.00) to **RECIPIENT** to conduct a program or activity generally described as the Homeward Bound Program and more particularly described in the “Office of the Sheriff Contraband Forfeiture Act Funding Application” (the “Program”); and,

WHEREAS, it is in the best interests of **CITY** to enter into this Agreement with **RECIPIENT** for the conduct of said Program in accordance with the terms and conditions set forth herein; and

WHEREAS, the undersigned representatives of **RECIPIENT** are authorized to sign this Agreement binding said **RECIPIENT**; now, therefore,

IN CONSIDERATION of the premises, the appropriation and disbursement of funds by **CITY** now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

I. INCORPORATION OF RECITALS:

The above-stated recitals are true and correct and, by this reference, are incorporated herein and made a part thereof.

II. GENERAL CONDITIONS:

- A. **RECIPIENT** shall provide services as outlined in the referenced Office of the Sheriff Contraband Forfeiture Act Funding Application as set forth in Exhibit “A” (Statement of Work). Said Exhibit “A” outlines the budgeted use of **CITY** Funds and Program goals and objectives, which are, by this reference, incorporated herein and made a part of this Agreement. Notwithstanding any provision in this Agreement or any of its Exhibits to the contrary, the funds provided pursuant to this Agreement shall be spent only for the Program. Such expenditure of funds

shall be monitored pursuant to the budgetary accounting system established in Article II, Section B, Paragraph 6 of this Agreement.

B. **RECIPIENT** agrees to do as follows:

1. To accept the funds as appropriated in accordance with the terms of this Agreement and the provisions of the ordinance appropriating said funds, which provisions are by this reference made a part hereof and are incorporated herein; and
2. To abide by Chapter 119, Florida Statutes, as from time to time amended; and
3. To obtain permits, as may be required, from the State of Florida and the City of Jacksonville and abide by all applicable state laws and local ordinances, as from time to time may be amended; and
4. To return to **CITY** within fifteen (15) days of demand therefor all **CITY** Funds paid to said **RECIPIENT** under the terms of this Agreement upon the City Council's finding that the terms of any agreement executed by **RECIPIENT** or the provisions of any ordinance appropriating funds to **RECIPIENT** have been violated by **RECIPIENT**, including but not limited to the following disallowed expenditures:
 - a) "Bad Debts"--losses arising from uncollectible accounts and other claims and related costs are not allowable.
 - b) "Contingencies"--contributions to a contingency reserve or any similar provision for unforeseen events are not allowable.
 - c) "Contributions or Donations"--contributions and donations to other groups or organizations are not allowable.
 - d) "Entertainment"--costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities, are not allowable.
 - e) "Fines and Penalties"--costs resulting from violations of, or failure to comply with, federal, state, and local laws and regulations are not allowable.
 - f) "Governor's Expenses"--the salaries and expenses of the Office of the Governor of a state or the chief executive of a political subdivision are considered a cost of general state or local government and are not allowable.

- g) "Legislative Expenses"--the salaries and other expenses of the state legislature or similar local governmental bodies such as county supervisors, city councils, and school boards, whether incurred for purposes of legislation or executive direction, are not allowable.
 - h) "Interest and Other Financial Costs"--interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable.
- 5. To return to **CITY** within fifteen (15) days of demand all funds expended for disallowed expenditures as determined by the City Council or JSO; and
- 6. To maintain a separate budgetary accounting system so that the receipt and disbursement of **CITY** Funds can be accurately and adequately determined by reference to the book of accounts of **RECIPIENT** and a separate bank account need not be maintained. If **RECIPIENT** opts for deposit in an interest bearing account, **RECIPIENT** shall report to JSO the amount of interest earned, the amount of interest received and the use of such interest. Any interest earned on **CITY** Funds provided pursuant to this Agreement can be spent only on item(s) already in the **RECIPIENT'S** approved budget.
- 7. To consent to:
 - a) Such audits of the financial affairs of **RECIPIENT** by JSO and/or the Council Auditor's Office as the JSO or the Council Auditor's Office may require; and
 - b) Producing all documents required by JSO and/or the Council Auditors; and
 - c) In the case of each recipient receiving funding less than \$100,000 from **CITY**, furnishing an annual report of receipts and expenditures of **CITY** Funds in such form as the JSO shall prescribe. This report shall be certified as to its accuracy by the Financial Officer/Treasurer of **RECIPIENT'S** organization. This report shall be on an annual basis, beginning on the date of contract execution, and shall be due no later than 45 days after the contract year ends.
 - d) In the case of each recipient receiving funding either from one **CITY** funding source or cumulatively from several **CITY** funding sources in an amount from \$100,000 to \$750,000, furnishing **CITY** a copy of an audit report in accordance with Generally Accepted

Government Auditing Standards (GAGAS) issued by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA). This report shall be due within 120 days of the close of **RECIPIENT'S** fiscal year. If the audit report does not address compliance with this Agreement, an annual report of receipts and expenditures must be provided in accordance with Section II.B.7.c of this Agreement.

- e) In the case of each **RECIPIENT** receiving funding either from one **CITY** funding source or cumulatively from several **CITY** funding sources in an amount in excess of \$750,000, furnishing **CITY** a copy of an audit report conducted in accordance with both GAGAS and Government Auditing Standards (GAS) issued by the Comptroller General of the United States, and if applicable the provisions of Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter II, Part 200, Subpart F – Audit Requirements, of its financial affairs for its fiscal year ending within the current fiscal year of **CITY** made by an independent certified public accountant. This report shall be due within 120 days of the close of **RECIPIENT'S** fiscal year. If the audit report does not address compliance with this Agreement, an annual report of receipts and expenditures must be provided in accordance with Section II.B.7.c of this Agreement.

III. ASSIGNMENT AND SUBCONTRACTS:

- A. **RECIPIENT** shall not assign any rights or duties under this Agreement to any other party not specifically identified in the Application for funding without the prior written permission of **CITY**. If **RECIPIENT** attempts to assign any rights or duties without securing prior written permission, this Agreement shall be declared void by **CITY** and **RECIPIENT** thereupon agrees to remit to **CITY** all payments made pursuant to this Agreement which are unspent by **RECIPIENT** at the time of such assignment without permission within five (5) days from demand.
- B. **RECIPIENT** shall not enter into any additional subcontracts for any of the work contemplated under this Agreement without obtaining the prior written approval of **CITY**, which written approval shall be attached to the original Agreement and subject to such conditions and provisions as **CITY** may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for purchase by **RECIPIENT** of such articles, supplies, equipment, and services which are both necessary and incidental to the performance of the work required under this Agreement; and provided further, however, that no provision of this clause and no such approval by **CITY** of any subcontracts shall be deemed in any event or manner to provide

for the incurrence of any obligation of **CITY** in addition to the total agreed upon price contained herein.

IV. EFFECTIVE DATE:

- A. This Agreement shall become effective upon execution and shall continue for a period of one (1) year unless sooner terminated with or without cause by either party by giving thirty (30) days' prior written notice of such termination to the other party unless both parties mutually agree upon a lesser time in writing. In the event that this Agreement is terminated early by either party, any funds in the possession of **RECIPIENT** that are unspent at the time of receipt of notice shall be immediately returned to the **CITY**.
- B. A one-time, six-month extension may be granted if the **RECIPIENT** has experienced extenuating circumstances during the agreement period. **RECIPIENT** must request an extension in writing during the agreement period. The **CITY** will evaluate request and respond in writing.

V. PAYMENT:

Notwithstanding the provisions of Sections 110.112, *Ordinance Code*, **CITY** agrees to pay **RECIPIENT** the total sum of ONE HUNDRED THIRTY-SEVEN THOUSAND AND 00/100 DOLLARS (\$137,000.00) for the Homeward Bound Program, payable on a cost-reimbursement basis.

- A. Any costs of services paid for under any other agreement or funding source are not eligible for payment under this Agreement. Violation of this clause will constitute a breach of this Agreement and will stand as grounds for withholding of funds from any source under this Agreement or any other agreement and for termination of this Agreement and may require the return of all funds paid to **RECIPIENT** under this Agreement upon demand by the Sheriff or designee. Violation shall also be reported to any federal, state, or other funding sources for investigation.
- B. **Suspension of Funds:** In the event that **RECIPIENT** comes under investigation by any government or funding agency, notice must be delivered within 30 days in accordance with Article XIX of this Agreement. Activities including, but not limited to, the misuse of grant funds, improper accounting for grant funds, multiple billing of services or clients to one or more funding sources, or any other improper activities may result in all **CITY** funding under this Agreement being suspended in the sole and exclusive discretion of **CITY** until such time as the said investigation has been resolved or the alleged misuses have been satisfactorily explained to the Council Auditors.
 - 1. If said investigation has been resolved favorably to **RECIPIENT** or if, prior to such resolution, **RECIPIENT'S** explanation of the circumstances has been accepted by the Council Auditor as satisfactory, then all

suspended funds subject to this Agreement may be expended, as appropriate.

2. If, on the other hand, the said investigation has been resolved adversely to **RECIPIENT** or if prior to such resolution, **RECIPIENT'S** explanation has not been accepted by the Council Auditors as satisfactory, then this Agreement may be immediately terminated and all suspended funds shall be returned to **CITY**. Furthermore, in the event of such adverse resolution, **RECIPIENT** shall return to **CITY** all such misused funds, all such improperly accounted for funds, and all such funds subject to multiple billings.
3. In the event the said investigation extends beyond the expiration date of this Agreement, as specified in Article IV, then **CITY** will seek legislation to avoid lapsing of funds and this Agreement will continue on a month to month basis, only with respect to the suspended funds, in order that such funds will not be returned to **CITY** by the passage of time.

VI. TECHNICAL ASSISTANCE:

- A. **RECIPIENT** agrees to accept technical assistance related to reporting from **CITY** and make any reasonable changes in its reporting procedures which will better facilitate the documentation of program efficiency and effectiveness.
- B. **RECIPIENT** shall notify **CITY** if sufficient staff, facilities, and equipment necessary to deliver the agreed upon services cannot be maintained. Failure to notify **CITY** of any such deficiencies or to adequately provide the services described in Exhibit "A" and the referenced Application for Funding may be a breach of this Agreement and grounds for termination under Article XVIII.
- C. As a vendor of **CITY**, **RECIPIENT** agrees to participate in all **CITY** meetings and any other community activities reasonably requested by **CITY**.

VII. PROGRESS REPORTS/FINANCIAL REPORTS/PROGRAM MONITORING:

- A. The JSO's Budget & Management Division will monitor **RECIPIENT'S** progress on Program goals and objectives. **RECIPIENT** agrees to provide a progress report and financial report in accordance with Article XIX and Exhibit "A" of this Agreement no less than 180 days after the execution of this Agreement and a final progress report and financial report within 45 days of the Agreement's year end. Additional progress reports may be requested at the discretion of the JSO.
- B. Failure of **RECIPIENT** to at least maintain sufficient progress in these areas may be grounds for termination of this Agreement.

VIII. INTEREST OF CITY OFFICERS/EMPLOYEES AND OTHERS:

No officer or employee of **CITY**, no members of its governing body, and no other public official of the governing body of the locality in which the Program is situated and being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this Program shall participate in any decision relating to this Agreement which affects such person's personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

IX. INTEREST OF THE RECIPIENT:

RECIPIENT covenants that neither it nor any of its officers, board members, or employees presently have any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. **RECIPIENT** further covenants that in the performance of this Agreement, no person having such interest shall be employed.

X. PERSONNEL:

- A. **RECIPIENT** acknowledges that any personnel paid or hired as a result of the Agreement shall not be employees of or have any contractual relationship with **CITY**.
- B. All services required hereunder will be performed by **RECIPIENT** or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or licensed under appropriate state and local law as necessary to perform such services.
- C. **RECIPIENT** will at its sole expense comply with Section 435.04, Florida Statutes, and Section 394.4572, Florida Statutes, and provide for the fingerprinting and screening (Level II Screening) of all employees, staff, and volunteers coming into contact with minor children and developmentally disabled persons prior to beginning any work in the Program and provide that all employees, staff, and volunteers must be rescreened on an annual basis. **RECIPIENT** further agrees to ensure compliance by all subrecipients with the above statutes, as to employees and volunteers of the subrecipients who come into direct contact with minor children and developmentally disabled persons. Staff and volunteers under eighteen (18) years of age and who are not eligible to be background screened should complete an Affidavit of Good Moral Character. This form is available at the Florida Department of Children and Families (DCF) Website: <https://www.myflfamilies.com/service-programs/background-screening/docs/DCF%20AGMC.pdf>
- D. **RECIPIENT** will submit documentation declaring that Level II Background Screening for all part- and full-time employees and volunteers who work directly with children and developmentally disabled persons has been conducted

and provide a list of cleared individuals in accordance with Article XIX of this Agreement.

- E. If **RECIPIENT** operates in partnership with Duval County Public Schools and within a school, all non-school district employees and volunteers must be fingerprinted per the requirements outlined in Sections 1012.465 through 1012.468, Florida Statutes, through the Duval County Public Schools Human Resources Background Office. **RECIPIENT** will submit documentation declaring that fingerprint screening has been conducted and provide a list of cleared individuals in accordance with Article XIX of this Agreement.

XI. RECORDS:

- A. By the acceptance of **CITY** funding, **RECIPIENT** agrees to adhere to all provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), with respect to the receipt, expenditure, and use of public funds from the **CITY**. Therefore, except to the extent prohibited by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as applicable, all the financial, business, and membership records of the person, corporation, foundation, trust, association, group, or organization relative to the grant shall be public records and subject to the provisions of the Public Records Law. Failure of **RECIPIENT** to comply with this requirement will constitute a breach of this Agreement and would cause cancellation of the grant contract and require the return of grant funds to **CITY**.
- B. **RECIPIENT** shall maintain financial and accounting records and conduct transactions in accordance with generally accepted accounting principles and Florida Statutes. These financial records shall be maintained in such a manner as to permit positive and ready identification at all times of any funds received by **RECIPIENT** from **CITY** from the time such funds are actually received by **RECIPIENT** until the time they are actually expended or disbursed by **RECIPIENT** according to the terms of this Agreement.
- C. In addition to other requirements specified in this Agreement, **RECIPIENT** shall maintain financial and accounting records in accordance with Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230. The aforesaid records shall be made available for audit, copying, or inspection purposes at any time during normal business hours and as often as **CITY** or the JSO may deem necessary.
- D. **RECIPIENT** shall retain for such inspection all of its records and supporting documentation applicable to this Agreement for five (5) years after receipt of final payment from **CITY**.

XII. AUDIT:

- A. In accordance with Section II. B. 7 of this Agreement, **RECIPIENT** at its sole cost and expense shall arrange for an audit of its financial accounts annually by an independent certified public accountant not associated with **RECIPIENT** or the Program and shall provide **CITY** with a copy of said audit or audits covering the period specified in Section II. B. 7 above no later than **one hundred twenty (120) days** after the expiration of **RECIPIENT'S** fiscal year or years covering the aforesaid period.
- B. Failure of **RECIPIENT** to provide a copy of a duly executed audit performed in accordance with the preceding guidelines (Section II. B. 7) shall constitute a breach of this Agreement and shall stand as grounds for the withholding of funds from any source under this Agreement or any other agreement, and for termination of this Agreement and shall require the return to **CITY** of all funds paid to **RECIPIENT** under the terms of this Agreement.

XIII. BUDGET CHANGES:

The approved budget for **RECIPIENT** included in Exhibit "A" and any changes in the budget which would affect expenditure of funds provided under the terms of this Agreement must be approved in writing by the JSO's Contract Administrator or designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid. Funds may be transferred from line item to line item within the line items specified in Exhibit "A" only with prior written approval of **CITY**, provided that no expenditure shall exceed the maximum indebtedness of this Agreement.

XIV. CONTRACT, SCOPE OF WORK/SERVICES CHANGES:

- A. **CITY** may, from time to time, require changes in the scope of the work or services of **RECIPIENT** to be performed under this Agreement. Such changes, including any increases or decreases in the amount of **RECIPIENT'S** compensation which are mutually agreed upon by **CITY** and **RECIPIENT**, shall be incorporated in written amendments to this Agreement signed by both parties' authorized representatives.
- B. Any request for change of service delivery site or services provided must be put in writing and approved by **CITY** at least thirty (30) days prior to said changes. Failure to properly notify **CITY** will constitute a breach of this Agreement and will be grounds for termination under Article XVIII.
- C. In the event funds to finance this Agreement become unavailable, **CITY** may terminate this Agreement upon no less than **twenty-four (24) hours'** notice in writing to **RECIPIENT**. Said notice shall be delivered by certified mail, return receipt requested, in person with proof of delivery or electronically with proof of delivery. **CITY** shall be the final authority as to the availability of funds.

- D. Should it become necessary for **CITY** to change the designation of **CITY'S** Contract Administrator, **CITY** shall use its best efforts to notify **RECIPIENT** within 48 hours of such change.

XV. EQUIPMENT PURCHASES:

- A. Equipment, property, or tangible personal property purchased with **CITY** funding with a unit cost of not less than \$1,000.00 and a useful life of one year or more shall be inventoried. **RECIPIENT** shall maintain property inventory records, acquisition documents, and usage records. Upon the expiration of its use for an approved public purpose, the equipment, property, and tangible personal property shall be transferred free and clear of all liens and encumbrances to **CITY** or disposed of as authorized in writing by **CITY**.
- B. **RECIPIENT** agrees to make all reasonable efforts to adhere to the following **CITY** procurement requirements in its purchase of labor, materials, supplies, and equipment that is not deemed sole source:
 - 1. Any purchase up to \$2,500 will require one written quotation.
 - 2. Any purchase of over \$2,501 to \$15,000 will require two written quotations.
 - 3. Any purchase of over \$15,001 to \$30,000 will require three written quotations.
 - 4. Any purchase of over \$30,001 to \$65,000 will require four written quotations.
 - 5. Any purchase of over \$65,000 will require a formal bid procedure (advertising and sealed bids).
- C. Quotations received must include date, time, vendor, telephone number, and person giving the quote. Minority vendors should be included whenever possible.

XVI. RESIDUAL FUNDS AND INTEREST:

RECIPIENT agrees that any funds provided by **CITY** for the operation of the Program during the contract period, including any interest earned by those funds provided by the **CITY**, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be returned to **CITY** in the form of a negotiable instrument not later than ninety (90) days after the close of the aforesaid period, except that when **RECIPIENT** continues to receive a Miscellaneous Appropriation from **CITY** in the next fiscal year, a limited amount of residual funds may be carried forward from the contract period, which shall not exceed ten percent (10%) of the current appropriation to the **RECIPIENT** or \$500, whichever is greater. The **CITY** appropriation for the new fiscal year shall, however, be reduced by the amount of the unencumbered residual funds so carried forward. Any additional unencumbered residual funds shall be returned as provided herein above.

XVII. REVERSION OF ASSETS:

RECIPIENT shall transfer to **CITY** any **CITY** funds or assets on hand and any accounts receivable attributed to the use of **CITY** funds at such time as **CITY** no longer does business with **RECIPIENT** for the purposes described in Exhibit "A". However, any real property under **RECIPIENT'S** control that was acquired or improved in whole or in part with **CITY** Funds in excess of **\$2,000** shall be used to meet one of the objectives of the funded program until five years after expiration of this Agreement or such longer period of time as determined appropriate by **CITY**. Should **RECIPIENT** dispose of such property prior to the expiration of the five year period set forth herein, **RECIPIENT** shall reimburse **CITY** for the acquisition or improvement of such property less any portion of the value of the property attributable to expenditures of non-**CITY** Funds for acquisition of or improvement to the property when **RECIPIENT** ceases doing business with **CITY** for the purposes described in Exhibit "A".

XVIII. BREACH /TERMINATION:

- A. If **RECIPIENT** breaches any term of this Agreement, **CITY** may, by written notice of breach to **RECIPIENT**, terminate the whole or any part of this Agreement in any of the following circumstances:
1. If **RECIPIENT** fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 2. If **RECIPIENT** fails to perform any of the other provisions of this Agreement; or
 3. If **RECIPIENT** fails to correct said breach within the number of days stated in the written notice of breach.
- B. Termination shall be upon no less than **twenty-four (24) hours'** notice in writing. Said notice shall be delivered by certified mail, return receipt requested, in person with proof of delivery or electronically with proof of delivery.
- C. Upon receipt of a notice of termination and, except as otherwise directed, **RECIPIENT** shall:
1. Cease working under this Agreement on the date and to the extent specified in the notice of termination.
 2. Place no further orders or subcontracts to the extent that they relate to the performance of the work which was terminated.
 3. Terminate all orders and subcontracts to the extent that they relate to the performance of the work which was terminated.

4. Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including the final report, without reimbursement for services rendered in completing said reports beyond the termination date.

XIX. NOTICE:

Any notice required to be given under this Agreement shall be by certified mail, return receipt requested, in person with proof of delivery or electronically with proof of delivery. Such notice shall be delivered to:

For CITY:

Melissa A. Conger
JSO Grant Manager
Jacksonville Sheriff's Office
501 East Bay Street
Jacksonville, FL 32202
Melissa.Conger@jaxsheriff.org

For RECIPIENT:

Eric Miller
Vice President of District Services
Downtown Vision Alliance, Inc.
P.O. Box 47875
Jacksonville, FL 32247
eric@downtownjacksonville.org

XX. INDEMNIFICATION:

Recipient shall hold harmless, indemnify, and defend the City of Jacksonville and 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:

- A. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and
- B. 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 the Contract; and
- C. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, 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 Parties shall immediately make every reasonable effort to secure within 60 days for the Indemnified Parties a license authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer so that the Service or product is non-infringing.

If an Indemnified Party exercises its rights under this Contract, the Indemnified Party will (1) provide reasonable notice to Indemnifying Parties of the applicable claim or liability, and (2) allow Indemnifying Parties, at their own expense, to participate in the litigation of such claim or liability to protect their 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.

INDEMNIFICATION

Recipient and its subcontractors (the “Indemnifying Party”) shall hold harmless, indemnify, and defend the City of Jacksonville and their respective 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 the **Agreement**, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this **Agreement** 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 the **Agreement**; and

3. Intellectual Property Liability, to the extent this **Agreement** contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this **Agreement** (the “Service(s)”), any product generated by the Services, or any part of the Services as contemplated in this **Agreement**, 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 **Agreement**, 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 Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

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.

Insurance Requirements

Without limiting its liability under this **Agreement**, **Recipient** and its subcontractors shall always during the term of this **Contract** procure prior to commencement of work to maintain coverages for the life of this **Contract** and shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as additional insured as indicated in the insurance provisions.

Insurance Coverages

Schedule	Limits
Worker’s Compensation Employer’s Liability	Florida Statutory Coverage \$ 100,000 Each Accident \$ 500,000 Disease Policy Limit \$ 100,000 Each Employee/Disease

This insurance shall cover the **Recipient** (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	Damage to Rented Premises
	\$ 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
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(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
	\$1,000,0000 annual aggregate

The Professional Liability insurance shall include coverage for Technology Errors and Omissions Liability and must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such Claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Crime – Employee Fidelity	\$1,000,000 Per Loss
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Such insurance shall be on a form acceptable to the City and shall provide coverage for losses arising out of employee dishonesty, employee theft, forgery and alteration, burglary or robbery, wire transfer fraud, and computer fraud. Such coverage shall be endorsed to include coverage for losses arising out of theft of "client property" on a form no more restrictive than that provided by the most recent version of the Clients' Property (ISO Form CR 0451) as filed for use in the State of Florida. Coverage shall be endorsed to include coverage for losses arising out of theft of "client property" on a form no more restrictive than that provided by the most recent version of the Clients' Property (ISO Form CR 0451) as filed for use in the State of Florida."

Additional Insurance Provisions

- A. Certificates of Insurance. **Recipient** shall deliver to the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract , Bid Number or PO if applicable in the Description, Additional Insured, Waivers of Subrogation and statement as provided below. The certificates of insurance shall be insurance certificate shall be made available upon request of the City of Jacksonville.
- B. Additional Insured: All insurance except Worker’s Compensation and Professional Liability, shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, 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 in a form no more restrictive than 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 its respective members, officers, officials, 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 Statutes 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. **Recipient** Insurance Primary. The insurance provided by the **Recipient** shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville and their respective members, officers, officials, employees and agents.
- F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this **Agreement** shall remain the sole and exclusive responsibility of the named insured **Recipient**. Under no circumstances will the City of Jacksonville, its respective members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retention related to this Contract.
- G. **Agreement** Insurance Additional Remedy. Compliance with the insurance requirements of this **Agreement** shall not limit the liability of the **Recipient** or its subcontractors, employees or agents to the City of Jacksonville its respective members, officers, officials, employees and agents and shall be in addition to and not in lieu of any other remedy available under this **Agreement** or otherwise.
- H. Waiver/Estoppel. Neither approval by City of Jacksonville nor its failure to disapprove the insurance furnished **Recipient** shall relieve **Recipient** of **Recipient** ‘s full responsibility to provide insurance as required under this Contract.
- I. Notice. The **Recipient** shall provide an endorsement issued by the insurer to provide the City

of Jacksonville thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, the **Recipient**, shall provide said thirty (30) days written notice of any change in the above coverages or limits, or of coverages being suspended, voided, cancelled, including through expiration or non-renewal.

- J. Survival. Anything to the contrary notwithstanding, the liabilities of the **Recipient** under this Agreement 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 of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and its respective members, officers, officials, employees and agents also be named as an additional insured.
- L. Special Provision: Prior to executing this Agreement, **Recipient** shall present this **Agreement** and insurance requirements to its Insurance Agent Affirming: 1) that the agent has personally reviewed the insurance requirements of the **Agreement** Documents, and (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contract.

XXII. CIVIL RIGHTS:

- A. There will be no discrimination against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap, or marital status in the performance of this Agreement.
- B. **RECIPIENT** shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to the persons served.
- C. **RECIPIENT** shall comply with Title VII of the Civil Rights Act of 1964 (42 USC 2000e) in regard to employees or applicants for employment.
- D. **RECIPIENT** shall comply with Section 504 of the Rehabilitation Act of 1973 in regard to employees or applicants for employment and clients served.
- E. **RECIPIENT** shall comply with the Americans with Disabilities Act of 1990(Public Law 101-336) in regard to employees and persons served.
- F. It is expressly understood that upon receipt of evidence of such discrimination, as indicated above, **CITY** shall have the right to terminate this Agreement as provided in Section XVIII. B.

XXIII. EQUAL EMPLOYMENT OPPORTUNITY:

RECIPIENT shall not discriminate directly or indirectly on the grounds of race, color, religion, sex, age, or national origin in its employment practices. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. **RECIPIENT** shall post in conspicuous places available to employees and applicants for employment notices as provided by **CITY** setting forth the provisions of this nondiscrimination clause. **RECIPIENT** shall incorporate this provision in all subcontracts for services provided under this Agreement.

XXIV. OTHER CONDITIONS:

- A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by both parties, and attached to the original of this Agreement. The parties agree to amend this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.
- B. This Agreement shall apply to all funds appropriated during the fiscal year ending September 30, 2025, provided that **CITY** rights and **RECIPIENT'S** duties hereunder shall continue for a period of five (5) years from the date of execution hereof.
- C. Organization-furnished automobiles: That portion of the cost of organization-furnished automobiles that relates to personal use by employees (including transportation to and from work) is unallowable as fringe benefit or indirect costs regardless of whether the cost is reported as taxable income to the employees. These costs are allowable as direct costs to sponsored award when necessary for the performance of the sponsored award and approved by awarding agencies.
- D. Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, **CITY's** payment for the Services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party from its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

XXV. FISCAL YEAR OF RECIPIENT:

RECIPIENT'S fiscal year ends on September 30.

XXVI. INCORPORATION OF EXHIBITS:

All exhibits that are attached hereto are by this reference incorporated herein and made a part hereof as if set out in their entirety.

XXVII. NEGOTIATED AGREEMENT:

The parties agree that they have had meaningful discussion and/or negotiation of the provisions, terms, and conditions contained in this Agreement. Therefore, doubtful or ambiguous provisions, if any, contained in this Agreement shall not be construed against the party who physically prepared this Agreement.

XXVIII. DUAL PAYMENTS PROHIBITION

RECIPIENT shall not apply funds received under this Agreement to services that are being, or have been, paid in whole with funds from other sources; provided however, that nothing shall prohibit partial payment for services from funds under this Agreement, together with partial payment for such services from other funding sources if the total amount of all funds does not exceed the agreed upon monetary value for the service provided. Application for and/or receipt of such dual payments shall constitute a material breach of this Agreement and may be grounds for immediate termination on twenty-four hours' oral notice, notwithstanding any other provision herein to the contrary. In that event, **RECIPIENT** shall be subject to damages in the amount of the funds that were received as dual payments, as prohibited herein, and **CITY** shall be entitled to all other remedies allowable by law. In addition, in the event such prohibited dual payments occur, **CITY** may terminate this Agreement upon twenty-four (24) hours' prior written notice to **RECIPIENT**.

XXIX. ENTIRE AGREEMENT

This Agreement contains the entire agreement by and between the parties with respect to the receipt and expenditure of miscellaneous appropriations. No agreement, understanding, course of action, course of conduct, or statement by either of the parties or their authorized representatives shall be effective if it is not contained in this Agreement. Any revision, amendment, or other change to this Agreement must be in writing and signed by the parties hereto by their authorized representatives.

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

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year first above written.

WITNESS:

Downtown Vision Alliance, Inc.

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

RECIPIENT INFORMATION

Name: Downtown Vision Alliance, Inc.
Contact: Eric Miller
Address: 214 North Hogan Street, Suite 120
Jacksonville, FL 32202
Telephone: (904) 634-0303
Email: eric@downtownjacksonville.org
Federal Tax Identification Number: 20-5076887

[Signature of the City of Jacksonville immediately follows this page.]

ATTEST:

CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

By: _____
Corporation Secretary

By: _____
Donna Deegan, Mayor

Encumbrance and funding information for internal City use:
11522.551103.582001.000000.00001428.00000.00000000

Amount: \$137,000.00

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 Agreement. Actual encumbrance[s] shall be made by subsequent purchase order[s] as specified in said Agreement.

Director of Finance
Contract Number # _____
Purchaser Order # _____

FORM APPROVED:

By: _____
Office of General Counsel

EXHIBIT A

DOWNTOWN VISION ALLIANCE, INCORPORATED SCOPE OF SERVICES

The mission of the Downtown Vision Alliance, Incorporated is to create and support a vibrant downtown Jacksonville and to promote downtown as an exciting place to live, work, visit, and invest.

In recent years, the Downtown Vision Alliance's Downtown Ambassador Team has recorded a significant increase in the number of incidents of camping or sleeping downtown. Additionally, interactions with the unhoused population have been consistently cited as the number one issue negatively impacting experiences in downtown, according to the Downtown Vision Alliance's annual survey of downtown residents, workers, and visitors.

The Homeward Bound Program funds the transportation of unhoused individuals to locations outside of Jacksonville in cases where the Downtown Vision Alliance has confirmed that a responsible individual will receive them.

Funds from this appropriation (\$137,000.00) will be used to support the continued administration of the Homeward Bound Program, which may include personnel, transportation, and general operating expenses.

RECIPIENT will provide a progress report to the Jacksonville Sheriff's Office (JSO) no less than 180 days after execution of this Agreement. Progress reports must include an accounting of the funds for which **RECIPIENT** is requesting reimbursement and the activities associated with the expense(s). A final progress report is due within 45 days of the Agreement year end. Progress reports must, at a minimum, provide an accounting of the funds expended date and progress made on the Goal(s) related to this Agreement. Additional progress reports may be requested at the discretion of the JSO.