

**FISCAL YEAR 2023–2024 GRANT AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
WRITEJUSTNESS, LLC**

This Fiscal Year 2023–2024 Grant Agreement (this “**Agreement**”), is dated \_\_\_\_\_ 2024 (the “**Effective Date**”), and is entered into between the CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the “**City**”), and **WRITEJUSTNESS, LLC**, a Florida not-for-profit corporation (“**Recipient**”).

**RECITALS**

WHEREAS, pursuant to Ordinance 2024-\_\_\_\_, the City of Jacksonville City Council has appropriated for the City’s current fiscal year (October 1, 2023, through September 30, 2024) the sum of \$100,000.00 (the “**City Funds**”) to Recipient for the provision of mental health awareness programming (the “**Program**”), more particularly described in the Scope of Services, attached hereto as **Exhibit A**, which is also maintained on file with the Finance and Administration Department, Division of Grants and Contract Compliance (the “**Department**”); and

WHEREAS, it is in the best interest of the City to enter into this Agreement with Recipient to administer and conduct the Program in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises, mutual covenants, and agreements hereinafter contained and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties hereto agree as follows:

**I. INCORPORATION OF RECITALS**

The above-stated recitals are accurate and are hereby made a part of this Agreement.

**II. GENERAL CONDITIONS**

A. Recipient shall provide services for the Program as set forth in **Exhibit A**, attached hereto (collectively, the “**Scope of Services**” or “**Services**”). The Services performed by Recipient under this Agreement shall only be performed in and for the benefit of individuals in Duval County, Florida. If the Services performed by Recipient under this Agreement are not performed in and for the benefit of individuals in Duval County, Florida, Recipient shall refund the City Funds to the City within fifteen (15) business days of demand, and the City may terminate this Agreement.

B. Recipient agrees to do as follows:

1. To accept the City Funds as appropriated in accordance with the terms of this Agreement, the provisions of the ordinance appropriating the City Funds, and Section 111.205 and Chapter 118, Ordinance Code, as amended from time to time, copies of which can be obtained online at <http://library.municode.com/>, and which are hereby incorporated into this Agreement. The City Funds shall be used only for the Program and for no other purpose.

2. To abide by Chapter 119, Florida Statutes, as amended from time to time, a copy of which can be obtained online at <http://www.leg.state.fl.us/Statutes/>, and which is hereby incorporated in this Agreement. All documents not expressly exempt from the Public Records Act relative to this

Agreement and the City funding are considered to be public records as defined in Chapter 119, Florida Statutes.

3. To obtain permits, as may be required, from the State of Florida and the City and abide by all applicable state laws and local ordinances, as amended from time to time.

4. To return to the City within fifteen (15) days of written demand all City Funds paid to Recipient under the terms of this Agreement upon the City's finding that the terms of this Agreement, the provisions of the ordinance appropriating funds to Recipient, or the provisions of Chapter 118, Ordinance Code, have been violated by Recipient, including, but not limited to, by making the disallowed expenditures, as specified in Chapter 118, Parts 3 and 4, Ordinance Code, and for the costs of required audits, which are specifically disallowed by this Agreement.

5. Recipient does not have to maintain a separate bank account if Recipient is on a reimbursement basis. If Recipient is not on a reimbursement basis, Recipient shall maintain a separate bank account or, with the approval of the City Council Auditor, 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. In using one of the above-stated methods, if Recipient opts for deposit in an interest-bearing account, Recipient shall report to the City, with all other information provided monthly, the amount of interest earned, the amount of interest received, and the use made of such interest. Any interest earned on City Funds provided pursuant to this Agreement can be spent only on items already in Recipient's approved budget.

6. To consent to:

(i) Such audits of Recipient's financial affairs as they relate to the City Funds required by the Department, Council Auditor's Office, or Office of Inspector General.

(ii) Producing all documents required by the Department, Council Auditors, or Office of Inspector General, and giving the City complete and unfettered access to all records regarding City Funds provided by the City under this Agreement, at all times, during regular business hours, to ensure that the City funding is being properly spent.

(iii) In the case of Recipient receiving City funding, either from one (1) City funding source or cumulatively from several City funding sources, in an amount from \$100,000 to \$500,000, to furnish to the City an original single independent audit of the Program funds in accordance with Generally Accepted Auditing Standards (GAAS), issued by the Accounting Standards Board of the American Institute of Certified Public Accountants. This audit shall be due within one hundred twenty (120) days of the close of Recipient's fiscal year, and this audit shall present information based upon the City's fiscal year commencing October 1, 2023, and ending September 30, 2024.

(iv) In the case of Recipient receiving City funding, either from one (1) City funding source or cumulatively from several City funding sources, in an amount in excess of \$500,000, to furnish to the City a copy of an audit report conducted in accordance with both GAAS 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 Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Organizations," of its financial affairs for its fiscal year ending within the current fiscal year of the City made by an independent certified public accountant. This report shall be due within one hundred twenty (120) days of the close of the recipient's fiscal year and, in addition to the information described above, this

report shall present information regarding its use of City funding based on the City's fiscal year of October 1 through September 30.

(v) The independent certified public accountant's audit, which shall include separate statements of source and status of funds received from the City and Program costs showing the expenditure of City Funds as compared to the authorized budget for those funds from the City. The audit shall include the detailed budget included in Recipient's Application and approved by City Council and shall be adjusted by any budget changes approved during the term of this Agreement.

(vi) Including in contracts with its contractors used in the performance of this Agreement, a provision under which Recipient's contractors agree to file the reports as required by Sections V.A, V.B, and VII.B and allow the City, through its authorized representatives, to audit all books, accounts, and other documentation relative to the receipt and expenditure of City Funds.

7. Recipient's violation of any of the provisions contained in this Agreement, including the failure to adhere to the auditing or reporting requirements of this Agreement or any applicable code or statutory provision, whether or not incorporated into this Agreement, shall be a material breach and may result in immediate termination of this Agreement and Recipient's return of all City Funds granted by this Agreement in accordance with Section II.B.4.

### **III. ASSIGNMENT; SUBCONTRACTS**

A. Recipient shall not assign any rights or duties under this Agreement to any other party without the prior written permission of the City. If Recipient attempts to assign any rights or duties without securing prior written permission, this Agreement shall be void and Recipient shall return to the City within fifteen (15) days of demand all City Funds that are unspent by Recipient at the time of the assignment or that were spent by Recipient or Recipient's assignee after the assignment.

B. Recipient shall not enter into any subcontracts for performance of the Services without obtaining the prior written approval of the City and subject to the conditions and provisions as the City may deem necessary; provided, however, prior written approval shall not be required for the purchase by Recipient of such articles, supplies, equipment, and services that are both necessary and incidental to the performance of the Services required under this Agreement; and provided further, that no provision of this provision and no approval by the City of any subcontracts shall obligate the City beyond its duty to pay the City Funds on the terms and conditions provided in this Agreement.

### **IV. EFFECTIVE DATE; TERM OF AGREEMENT**

This Agreement is effective as of the Effective Date and shall continue in effect as to all its provisions, terms, and conditions until **September 30, 2024** (the "Term"), unless sooner terminated by either party by giving thirty (30) days' prior written notice of termination to the other party or such lesser notice the parties may mutually agree upon. If this Agreement is terminated early by either party, any City Funds in the possession of Recipient that are unspent or unencumbered at the time of receipt of notice of termination shall be returned to the City within five (5) business days of termination. Pursuant to the legislative mandate in Section 118.301(a)(5), Ordinance Code, all funding provided pursuant to this Agreement shall be spent or otherwise encumbered during the term of this Agreement ending September 30, 2024. Any City Funds not spent or otherwise encumbered shall be returned to the City, as provided in Section 118.301(a)(5), Ordinance Code, and Section XVI, for deposit into the City's general fund.

## V. PAYMENT

A. As required by Section 106.431, Ordinance Code, the City's maximum indebtedness for the Services to be provided by Recipient during the Term shall not exceed **One Hundred Thousand and 00/100 Dollars (\$100,000.00)** for the Program. City shall pay Recipient a lump sum advance of **\$50,000.00** for advertising, printing, and other "hard" costs and deliverables for the Campaign. Thereafter, the balance of City Funds are payable on a monthly basis as reimbursement for expenses paid during the previous month. The City may retain an amount up to 10% of the City Funds until all accountings, submittals, and financial reports required by this Agreement have been received and approved by the City. All payments shall be reimbursements. All accountings, submittals, and financial reports must be received and approved by the City no later than **October 7, 2024**, in order for Recipient to receive any remaining payments, including retainage amounts, for the Services performed during the grant period prior to **October 7, 2024**.

B. All payment requests shall provide accounting backup (invoices and/or receipts along with copies of promotional materials as appropriate) and other documentation satisfactory to the City. All payment requests shall be made by Recipient on or before the 15th of the month immediately preceding the installment payment as scheduled in Section V.A, and shall be accompanied by invoices and/or receipts and a narrative progress report satisfactory to the City to demonstrate the Services performed by Recipient meet the requirements of this Agreement and that provision of the Services is on track for timely completion as required by this Agreement. Upon receipt and approval of Recipient's documentation of expenses, narrative progress report, and any other reports then due pursuant to this Agreement, the City shall process Recipient's payment request with the City's Accounting Division. Nothing in this section obviates Recipient's duty to submit the financial reports required by Section VII.B. There shall be absolutely no release of funding pursuant to this Agreement in the absence of documentation of expenses and a narrative report sufficiently demonstrating successful provision of the Services to the date of the request. Each payment request shall also include the total amount of the Services provided and expenses incurred from inception to date, and any other information the City may deem reasonable and necessary to secure the written approval of the invoice by the City. Recipient shall sign a statement certifying that the expense and narrative progress reports and any other financial reports then due do not include any information that would constitute a false official statement as defined in Section 837.06, Florida Statutes. If approved, the City shall make payments in the amounts and at the times set forth in Section V.A.

C. Except for the limited exception in Section XXVIII, any costs of the Services paid for under any other agreement or from any other funding source are not eligible for payment under this Agreement. Violation of this provision is a material breach of this Agreement, and the City may withhold funds from any source under this Agreement or any other agreement and, notwithstanding any provision in this Agreement or in any other agreement to the contrary, immediately terminate this Agreement upon twenty-four (24) hours' written notice and require the immediate return upon demand of all City Funds paid to Recipient. A violation shall also be reported to any federal, state, or other funding sources for investigation.

D. If Recipient comes under investigation by any government or funding agency (including a City Recipient) for activities, including for example, but not limited to, misuse of grant funds, improper accounting for grant funds, multiple billing of the Services or clients to one or more funding sources, or any other improper activities, all City Funds under this Agreement may be suspended, in the sole discretion of the City, until the investigation has been resolved in Recipient's favor or the alleged misuses have been satisfactorily explained to the Council Auditors.

1. If the 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 City Funds will be paid, as appropriate.

2. If the investigation has been resolved adversely to Recipient or if prior to such resolution, Recipient's explanation has been found unacceptable by the Council Auditors, then this Agreement shall immediately terminate and all suspended funds shall become disencumbered and shall be returned to the general fund of the City. Furthermore, in the event of an adverse resolution, Recipient shall return to the City all misused funds, all improperly accounted for funds, and all funds subject to multiple billings.

3. If the investigation extends beyond the expiration date of this Agreement, the 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 disencumbered and returned to the City's general fund by the passage of time.

E. The parties agree that the absolute last date the City can request a check for reimbursement of fiscal year 2023–2024 funds is **October 7, 2024**. Recipient shall submit the final request for funds under this Agreement, along with any supporting documentation in accordance with Section V, no later than **October 7, 2024**, in order for the City to request a check for payment of fiscal year 2023–2024 funds, including any retainage amount being held.

## **VI. TECHNICAL ASSISTANCE**

A. Recipient agrees to accept technical assistance from the City related to reporting and to make any reasonable changes in its reporting procedures to better facilitate the documentation of Program efficiency and effectiveness.

B. Recipient agrees to accept technical assistance from the City related to programmatic and administrative issues concerning the provision of the Services.

C. Recipient shall notify the City if sufficient staff, facilities, or equipment necessary to deliver the Services for the Program cannot be maintained. Failure to notify the City of any such deficiencies or to adequately maintain sufficient staff, facilities, or equipment necessary to provide the Services after notice and a five (5) day cure period shall be a material breach of this Agreement and grounds for termination upon twenty-four (24) hours' written notice.

D. Recipient agrees to participate in meetings or other community activities reasonably requested by the City.

E. Recipient shall attend any grant orientation workshop to be scheduled during the grant fiscal year by the City. Should monitoring reports determine administrative or programmatic deficiencies, Recipient shall be required by the City's Grant Administrator (defined in Section VII.A) to successfully complete any recommended educational courses to remedy the deficiency.

## **VII. PROGRESS REPORTS; FINANCIAL REPORTS; PROGRAM MONITORING**

A. The City's Grant Administrator for this Agreement will be Maribel Hernandez of the City's Division of Grants and Contract Compliance or their appointed designee. The City's Grant Administrator will be responsible for monitoring the administrative and programmatic functions of the Program.

B. Recipient agrees to provide the City's Grant Administrator or their designee with a quarterly narrative progress report on the Program described in **Exhibit A** and shall include basic statistical information relevant to the Program. Quarterly report forms are attached in **Exhibit A**. Distribution of each monthly reimbursement to Recipient shall be contingent upon prior receipt by the City of the required narrative program report that is due for the preceding quarter. Narrative program quarterly report due dates are as follows:

- First Quarter: October 7, 2024

Recipient shall provide the Grant Administrator with a financial report each month during the Term by the 15th of each month that shall include a statement of expenditures made in each budget category and line item identified in Recipient's budget set forth in **Exhibit A** and all accounting back-up documentation required under Section V.B. Failure to submit required reports and documents shall result in a temporary hold on financial reimbursements until reporting is current.

C. The City's Grant Administrator or their designee, at least once per year, as outlined in **Exhibit A**, will monitor the Program Goals and Objectives. The City's Grant Administrator will determine if Recipient's stated Program Goals and Objectives have been met or if sufficient progress has not been made toward meeting the Goals and Objectives. Failure of Recipient to maintain sufficient progress in these areas is grounds for termination of this Agreement.

D. Pursuant to the provisions in Chapter 118, Ordinance Code, and except for the City's exercise of its discretion to terminate this Agreement and demand refund of public funding under Section II.B.7, failure to provide reports (*i.e.*, annual report or independent audit) as required herein shall result in a certification from the Council Auditor that no further funds shall be disbursed until such reports are provided, received, and approved by the Council Auditor and the Council Auditor certifies a restoration of entitlement.

E. The City shall have the absolute right, at all times during Recipient's normal business hours, with or without notice, to enter Recipient's administrative and programmatic premises for the purpose of conducting on-site evaluations of the administrative and programmatic functioning of the Program and Recipient's operation of the Program. Failure of Recipient to allow the City or its authorized representatives to enter its premises shall be a material breach of this Agreement and grounds for withholding funds from any source, under this Agreement or any other agreement, and for termination of this Agreement and return to the City of all City Funds paid to Recipient under the terms of this Agreement.

## **VIII. INTEREST OF CITY OFFICERS, EMPLOYEES, AND OTHERS**

No officer or employee of the 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 that 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 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, in conflict with the performance of the Services. Recipient further covenants that no person with a conflicting interest will be employed or contracted for the performance of this Agreement.

## **X. PERSONNEL**

A. Recipient represents that it now has hired, or will hire at its sole expense, all personnel required to perform the Services. Such personnel shall not be employees of or have any contractual relationship with the City.

B. The Services shall 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 the Services.

C. Recipient represents that it will, at its sole expense, require all staff and volunteers who work with juveniles or youth (any unmarried person under the age of eighteen (18) years who has not been duly emancipated) and vulnerable adults (e.g., elderly or physically, mentally, or emotionally disabled, including victims of crime) to submit to a criminal history records check. This applies to all positions involving direct contact with juveniles, youth, or vulnerable adults with the exception of special event volunteers. For purposes of this Agreement, a special event volunteer is defined as a volunteer committed to assist on a specific event/project lasting less than two (2) consecutive weeks and whose duties are performed under supervision of staff or certified volunteer leadership.

## **XI. RECORDS**

A. By the acceptance of the City Funds, 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), a copy of which can be obtained online at <http://www.cms.gov/HIPAAGenInfo/>, and which are hereby incorporated in this Agreement 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. Recipient's failure to comply with this requirement will constitute a breach of this Agreement and may result in cancellation of this Agreement and refund to the City of the City Funds.

B. Recipient shall maintain financial and accounting records and conduct transactions in accordance with generally accepted accounting principles, the Florida Statutes, and the City's Ordinance Code. These financial records shall be maintained in a manner permitting positive and ready identification of any City Funds received by Recipient from the 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, Office of Management and Budget (OMB) Circulars, including, A-102, A-87, A-110, A-122, A-133, and A-21, may be used as a guide concerning records to be maintained. The aforesaid records shall be made available for audit, copying, or inspection purposes at any time during normal business hours and as often as the City or Council Auditor 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 of City Funds from the City.

## **XII. AUDIT**

A. In accordance with Section II.B.6, Recipient, at its sole cost, shall provide the City annually with an original copy of a single independent audit of the Program funds prepared by an independent certified public accountant not associated with Recipient or the Program, and the audit or audits covering the period specified in Section II.B.6, no later than one hundred twenty (120) days after the expiration of Recipient's fiscal year.

B. Recipient's failure to provide a copy of a duly executed audit performed in accordance with the preceding guidelines (Section II.B.6) shall constitute a material breach of this Agreement and, notwithstanding any provision of this Agreement to the contrary, be grounds for the City to withhold funds, from any source, from this Agreement or from any other agreement, and for termination of this Agreement and return to the City of the City Funds.

C. If OMB Circular A-133 applies to the City Funds granted by this Agreement, the City Funds shall not be used to pay for the audit if the grant includes federal funds of less than \$500,000.

D. The following audit requirements are in addition and supplemental to other audit requirements in this Agreement:

1. Recipient shall establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services, and all other documents (the “**Records**”) in a format sufficient to reflect all receipts and expenditures of City Funds.

2. Recipient shall retain all Program Records pertinent to this Agreement for a period of five (5) years after completion of the Program. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the Records shall be retained, at no cost to the City, until resolution of the audit findings or any litigation based on the terms of this Agreement. Records shall be retained for longer periods when any retention period required by law exceeds the time frames required in this paragraph.

3. Upon demand, at no additional cost to the City, Recipient shall facilitate the duplication and transfer of any Records during the applicable retention period.

4. Recipient shall provide the Program Records at all reasonable times for inspection, review, copying, or audit by the City.

5. At all reasonable times for as long as the Records are maintained by Recipient, Recipient shall allow persons authorized by the City to have full access to and the right to examine any of the Records, regardless of the form in which kept.

6. Recipient, at its cost, shall provide audits or reports as requested by the City and shall ensure that all related party transactions are disclosed to the auditor.

7. Recipient shall comply and cooperate immediately with any inspections, reviews, or investigations deemed necessary by the Grant Administrator.

8. Recipient shall permit the City to interview any of Recipient’s employees, subcontractors, and subcontractors’ employees to assure the City of the satisfactory performance of this Agreement. Following such review, if Recipient’s performance is, in the opinion of the City, deficient, the City will deliver to Recipient a written report of the deficiencies and request for development by Recipient of a corrective action plan. Recipient agrees to prepare and submit to the City a corrective action plan within five (5) business days of receiving the City’s written report. Recipient shall correct all deficiencies in the corrective action plan within five (5) business days from the City’s receipt of the corrective action plan.

9. All reports, audits, and other information provided by Recipient pursuant to this Section shall contain the following statement: “*The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes.*”

10. If Recipient uses any contractors or subcontractors in the performance of the Services or properly assigns this Agreement, Recipient shall include the audit, inspections, investigations, and record keeping requirements of this Agreement in all such subcontracts and assignments.



### **XIII. BUDGET CHANGES**

The approved budget for Recipient, included in **Exhibit A**, and any changes in the budget that would affect expenditure of City Funds shall be approved in writing by the Grant Administrator or their designee prior to the expenditure of the City Funds; provided, nothing in this Agreement authorizes any expenditure or obligation of City Funds in excess of the total sum of the approved budget pursuant to Section V.A. City Funds may be transferred from line item to line item within the budget line items only with prior written approval of the City, provided that no expenditure shall exceed the maximum indebtedness of this Agreement. Budget amendments requested by Recipient must be received and logged in by the Grant Administrator by September 30, 2024. Budget amendment requests received after September 30, 2024, will not be considered and will be returned to Recipient.

### **XIV. CONTRACT AND SCOPE OF WORK/SERVICES CHANGES**

A. The City may, from time to time, require changes in the Services to be performed by Recipient under this Agreement. Such changes, including any increases or decreases in the amount of Recipient's compensation that are mutually agreed to by the City and Recipient, shall be incorporated into written amendments to this Agreement signed by both parties' authorized representatives.

B. Any request for change of service delivery site or the Services provided shall be submitted by Recipient in writing and approved by the City at least thirty (30) days prior to the changes. Failure to properly notify the City is a breach of this Agreement and grounds for termination under Section XVIII.

C. If lawfully appropriated funds to finance this Agreement become unavailable or if the City fails to appropriate funds for this Agreement, the City may terminate this Agreement upon twenty-four (24) hours' written notice to Recipient. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The City shall be the final authority as to the availability of funds.

D. Should it become necessary for the City to change the designation of the Grant Administrator, the City shall use its best efforts to notify Recipient within forty-eight (48) hours of such change, and no amendment to this Agreement is required to effect the change.

### **XV. EQUIPMENT PURCHASES**

A. Equipment or other tangible personal property (the "**Property**") purchased with City Funds shall be non-consumable and consistent with City capitalization requirements or Section 122.801(e), Ordinance Code, as amended from time to time. The Property must have a useful life of one (1) year or more and shall be inventoried by Recipient. Recipient shall retain Property inventory records, acquisition documents, and usage records. Upon expiration of Recipient's use of the Property for the Program or for another City-approved public purpose, the Property shall be transferred free and clear of all liens and encumbrances to the City by bill of sale or otherwise disposed of as authorized in writing by the 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 are not deemed sole source:

1. Any purchase up to \$4,500 will require documentation of one written quotation.
2. Any purchase over \$4,500 and up to \$15,000 will require two written quotations.
3. Any purchase over \$15,000 and up to \$30,000 will require three written quotations.
4. Any purchase over \$30,000 and up to \$65,000 will require four written quotations.

5. Any purchase of over \$65,000 will require a formal competitive sealed bid procedure.

C. Quotations received shall include the date, time, vendor, telephone number, and person giving the quote. Please include minority vendors whenever possible.

## **XVI. RESIDUAL FUNDS AND INTEREST**

Recipient agrees that the City Funds, including any interest earned by the City Funds, that are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be returned to the City in the form of a negotiable instrument not later than ninety (90) days after the termination or expiration of this Agreement. If Recipient receives a miscellaneous appropriation from the City in the next fiscal year, a limited amount of residual funds may be carried forward from September 30 to October 1, not to exceed 10% of the current appropriation to Recipient or \$500, whichever is greater. The City appropriation for the next fiscal year will be reduced by the amount of the unencumbered residual funds carried forward. All unencumbered residual funds not carried forward as allowed in this Section shall be returned as set forth in this Agreement.

## **XVII. REVERSION OF ASSETS**

Recipient shall transfer to the City any City Funds or other assets acquired by City Funds on hand, and any accounts receivable attributed to the use of City Funds, at such time as the 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 valued in excess of \$2,000 shall be used to meet one of the objectives of the Program for three (3) years after expiration of this Agreement or such longer period of time as determined appropriate by the City. If Recipient disposes of the real property prior to the expiration of the three (3) year period, Recipient shall reimburse the City for the value of the real property attributable to the City Funds used in the acquisition or improvement of the aforesaid real property when Recipient ceases doing business with the City for the purposes described in **Exhibit A**. At the end of the three (3) year period, Recipient shall convey the real property by general warranty deed to the City in fee simple, free and clear of any and all encumbrances.

## **XVIII. BREACH; TERMINATION**

A. If Recipient breaches any term of this Agreement, including the duty to provide the Services within the time specified, and fails to correct the breach within five (5) business days from receipt of written notice of the breach, the City may terminate the whole or any part of this Agreement or exercise any other rights it may have at law or in equity.

B. Termination of this Agreement shall be upon no less than twenty-four (24) hours' written notice if the breach has not been corrected within five (5) business days after notice of the breach. The notices shall be delivered by certified mail, return receipt requested, or by hand delivery with a written receipt.

C. Upon receipt of a notice of termination, except as otherwise directed, Recipient shall:

1. Cease providing Services under this Agreement on the date and to the extent specified in the notice of termination.
2. Place no further orders or subcontracts for the performance of the Services for the Program.
3. Terminate all orders and subcontracts that relate to the performance of the Services for the Program.

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 the Services rendered beyond the termination date to complete the report(s).

D. All remedies of whatever nature and for whatever cause provided for in this Agreement are not exclusive but are cumulative and supplemental to all remedies available to City at law or in equity.

## **XIX. NOTICE**

Any notice required to be given under this Agreement shall be by certified mail, return receipt requested, or by hand delivery with a written receipt. Notices shall be delivered to:

For the City:                    Division of Grants and Contract Compliance  
214 North Hogan Street, Suite 800  
Jacksonville, Florida 32202  
Attn: Audrey Gibson, Grant Administrator

For Recipient:                Writejustness, LLC  
7643 Gate Parkway  
Suite 104-1120  
Jacksonville, Florida 32256  
Attn: Tia Leathers

Notice shall be effective upon receipt or three (3) days after placement in U.S. Mail as provided for herein, whichever occurs first.

## **XX. INDEMNIFICATION; INSURANCE**

A. Recipient shall indemnify and hold harmless the City in accordance with the indemnification provisions outlined in **Exhibit B**.

B. Recipient shall procure and maintain insurance in the forms and amounts outlined in **Exhibit C**.

## **XXI. 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, marital status, citizenship status, creed, sexual orientation, gender identity, disability, veteran status, or any other protected status under federal, state, or City law, or under Recipient's corporate policies in the performance of this Agreement.

B. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) in regard to the persons served.

C. Recipient shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 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. If the City receives evidence of discrimination in violation of this Agreement, the City may terminate this Agreement.

## **XXII. EQUAL EMPLOYMENT OPPORTUNITY**

Recipient shall not discriminate, directly or indirectly, on the grounds of race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, age, political affiliation, national origin, disability, 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. Recipient shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the City setting forth the provisions of this nondiscrimination provision. Recipient shall incorporate this Section in all subcontracts for the Services provided under this Agreement.

## **XXIII. 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. Recipient agrees to comply with all applicable requirements and guidelines prescribed by Chapter 118, Ordinance Code, as amended from time to time, relating to recipients of general funds appropriated by the City Council.

C. Recipient agrees to include the statement “*This program is funded in whole or in part by the City of Jacksonville*” or similar language agreed to in writing by both parties. Recipient is authorized to use a City logo approved in writing for the Program as an aid in identifying the source of funding, but the right granted is a revocable, non-exclusive, non-transferable limited license solely for the purpose of identifying the source of funding as required by this provision and for no other purpose. Recipient shall have no right or interest in the ownership of, or any goodwill associated with, the City logo. No right to use the City seal is included in the foregoing authority and use of the City seal is expressly prohibited.

D. This Agreement applies to the City Funds appropriated hereunder, and the City’s rights and Recipient’s duties under this Agreement shall continue for a period of five (5) years from the Effective Date of this Agreement.

E. That portion of the cost of automobiles furnished by Recipient relating to personal use, such as transportation to and from work, is not an allowable fringe benefit or indirect cost regardless of whether the cost is reported as taxable income to the person using the automobile for personal use. These costs are allowable as direct costs of the Program when necessary for the performance of Services for the Program and approved by the Grant Administrator.

F. Recipient shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, as amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (Florida Public Records Law), and Section 286.011, Florida Statutes (Florida Open Meetings Law). Such laws, rules, regulations, and ordinances also include, but are not limited to, the applicable requirements for licenses and certifications necessary to perform the Services. If any of the obligations of this Agreement are to be performed by a subcontractor or subrecipient, Recipient shall incorporate this provision in such subcontract or subrecipient contract.

G. Failure by either party to insist upon strict performance of any of the provisions of this Agreement, either party's failure or delay in exercising any rights or remedies provided in this Agreement, the City's payment for the Services or any part or combination of Services, 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 of this Agreement 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.

#### **XXIV. REPRESENTATIONS AND WARRANTIES; UNAUTHORIZED WORKERS**

A. As a material inducement for City to enter into this Agreement, Recipient warrants (and unless otherwise specified, the warranties shall remain true during the Term) that:

1. Recipient is a Florida not-for-profit corporation incorporated and validly existing under the laws of the State of Florida and authorized to conduct business and in good standing in the State of Florida, or Recipient has tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code. Recipient has authority to enter into this Agreement and all documents contemplated by this Agreement and to perform its obligations arising under this Agreement and other documents contemplated by this Agreement. The individuals signing on Recipient's behalf have authority to do so.
2. Recipient's execution of this Agreement and performance of its obligations under this Agreement have been duly authorized and approved by the shareholders, members, partners, or directors of Recipient (as the case may be).
3. This Agreement and all documents contemplated by this Agreement each constitute a legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms.
4. This Agreement and all documents contemplated by this Agreement do not and will not contravene any provision of the governing documents of Recipient, any judgment, order, decree, writ, or injunction by which Recipient is bound, or any provision of any applicable law or regulation by which Recipient is bound. The execution of this Agreement and all documents contemplated by this Agreement and the performance of the obligations of this Agreement and other contemplated documents will not result in a breach of or constitute a default under any agreement to which Recipient is a party or require consent from any third party.
5. Recipient and each of its contractors, subcontractors, suppliers, and other persons performing the Services or any part of the Services hold all necessary licenses, permits, and authorizations required by applicable governmental bodies as a condition to conduct business in the State of Florida and in the City and to perform the Services.
6. Recipient has not employed or retained any third party having a relationship with the City to solicit or secure this Agreement and has not paid or agreed or promised to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.
7. Recipient has obtained all necessary approvals from governmental or quasi-governmental authorities having jurisdiction over performance of the Services. All governmental approvals are final, unappealed, and unappealable, and shall remain in full force and effect without restriction or modification for the duration of this Agreement.
8. Recipient is not in default under any agreement with the City, and Recipient has satisfied all conditions imposed by any governmental authority in connection with provision of the Services.

B. The employment by Recipient of unauthorized aliens is a violation of Section 274A(e) of the Federal Immigration and Naturalization Act and a material breach of this Agreement, and the City may unilaterally cancel this Agreement upon thirty (30) days' prior written notice of such cancellation.

**XXV. FISCAL YEAR OF RECIPIENT**

Recipient's fiscal year ends on September 30, 2024.

**XXVI. INCORPORATION OF EXHIBITS**

All exhibits that are attached to this Agreement are hereby incorporated in and made a part of this Agreement.

**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 prepared this Agreement.

**XXVIII. DUAL PAYMENTS PROHIBITION**

Recipient shall not apply the City Funds received under this Agreement to Services that are being or have been paid or reimbursed, in whole, from other sources. Partial payment for Services from the City Funds under this Agreement, together with partial payment for the Services from other funding sources is permissible if the total amount of all funds do not exceed the agreed upon-monetary value for the Service provided. Except as allowed in the immediately preceding sentence, application for and receipt of dual payments is a material breach of this Agreement and may be grounds for immediate termination, on twenty-four (24) hours' oral notice, and Recipient shall be subject to damages in the amount of the City Funds that were received as dual payment.

**XXIX. ENTIRE AGREEMENT; COUNTERPARTS**

This Agreement contains the entire agreement between the parties with respect to the receipt and expenditure of the City Funds. No agreement, understanding, course of action, course of conduct, or statement by either of the parties or their authorized representatives is effective unless it is contained in this Agreement. Except as may otherwise be provided in this Agreement, any revision, amendment, or other change to this Agreement shall be in writing and signed by the parties. This Agreement may be signed in counterparts and by electronic signature, the counterparts and signatures of which when taken together shall constitute but one Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ATTEST

**CITY OF JACKSONVILLE**

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

By: \_\_\_\_\_  
Donna Deegan  
Mayor

**WRITEJUSTNESS, LLC**

By: \_\_\_\_\_  
Tia Leathers  
Manager

Encumbrance and funding information for internal City use:

Account or PO Number:

**Maximum Indebtedness: \$100,000.00**

The 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 or more subsequently issued purchase orders that must reference the foregoing contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), Ordinance Code, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing contract; provided, however, this certification is not, nor shall it be interpreted as, an encumbrance of funding under the contract. Actual encumbrances shall be made by subsequent purchase orders as specified in the contract.

\_\_\_\_\_  
Director of Finance  
City Contract #: \_\_\_\_\_

Form Approved:

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

## LIST OF EXHIBITS

**Exhibit A**    Scope of Services

**Exhibit B**    Indemnification

**Exhibit C**    Insurance Requirements



**Exhibit A**  
**Writejustness, LLC**  
**Mental Health Awareness and Outreach Campaign FY 2023-2024**  
**City Contract Term Sheet**

**Recipient:** Writejustness, LLC ("Company")  
**Project Name:** Mental Health Awareness Campaign (the "Campaign" or "Project")

**City Funding Request:** \$100,000.00

**Contract Term:** June 2024-September 2024

Any substantial change to this FY 2023-2024 City Contract Term Sheet (the "Term Sheet") or the attached Project budget will require City Council approval.

**CAMPAIGN OVERVIEW:**

The goal of the Mental Health Awareness and Outreach Campaign ("Violent Crime, Trauma and Mental Health: Impact on the Community") for Safety and Crime Reduction is to engage, learn from and educate the community on the following:

- 1) the effects of violence/trauma on the brain and the impact of anxiety
- 2) the stigma against seeking mental health care
- 3) connect people with resources and services
- 4) equip community members with tools and skills to help break the cycle of generational trauma

The Safety and Crime Reduction Commission (the "Commission") is a citizen-led group that works to reduce crime and increase safety in Jacksonville. The campaign will target key neighborhoods and schools. Work will be coordinated with the City's Safety and Crime Reduction Administrator.

The Campaign will engage the following people and groups to help share the message:

- Faith-based community
- Business leaders
- Community Activists/Leaders
- Mental Health Experts
- School Leaders and Families
- Safety and Crime Reduction Commissioners

The funding request is for FY 2023-2024 and will cover expenses for professional services and "hard" costs for Campaign deliverables.

**SCOPE OF WORK AND DELIVERABLES:**

The deliverables will allow the Commission to leverage existing and new resources; expand and/or implement current programs:

- 1-3 radio advertisements in key demographic areas that will focus on the Campaign and/or upcoming events
- 5-10 social media/online/newspaper ads that will focus on the Campaign and/or upcoming events
- Printing of flyers and church fans as needed to focus on Campaign and target audience
- 3-5 mobile (cell phone) advertisements that will focus on the Campaign and/or upcoming events
- 1-3 billboards in key target areas
- Connect with schools with high absenteeism to provide outreach to homes and share resources while gathering pertinent information to guide the Campaign's strategy
- Host and/or support 2 grassroots community events for key target areas
- Company will make community and school-connections, do strategic planning, organize and support community events, compile quantitative and qualitative data to guide the Campaign's objectives while providing recommendations and best practices for future work in the community

## PROJECT COSTS/PAYMENT TERMS:

Writejustness, LLC will make community and school-connections, do strategic planning, organize and support community events, compile quantitative and qualitative data to guide the Campaign's objectives, while providing recommendations and best practices for future work in the community. The Company will lead the effort to coordinate the Mental Health Awareness and Outreach Campaign.

The City will make an advance payment of \$50,000 (i.e., 50%) for advertising, printing, and other "hard" costs and deliverables for the Campaign. Subsequent payments for incurred costs will be paid on a reimbursement basis, upon the City's receipt and acceptance of appropriate invoices and documentation reflecting the expenditures. Payments for professional services for the Campaign shall not exceed \$50,000.

Writejustness, LLC - professional services, billed monthly	\$50,000
Advertising- Radio, Online, Mobile and Billboard	\$15,000
Printing - Flyers, Fans and Other Materials	\$10,000
Refreshments for Community Events	\$5,000
Venue/Coordination for Community Events	\$10,000
Grassroots Campaign - Residents going Door-to-Door, Giveaways and Extra Projects	\$10,000
<b>TOTAL</b>	<b>100,000</b>

## CAMPAIGN IMPACT & REPORTING:

### Measure of impact

- Number of people reached via advertisements and community engagements during the campaign.
- Survey asking 5 questions prior to events/outreach efforts to gauge impact. Examples of yes or no statements that may be asked are as follows:
  1. I have seen or heard about the Mental Health Awareness and Outreach Campaign in my community.
  2. I understand the impact of trauma on mental health and behaviors.
  3. I feel encouraged to seek counseling when I experience a traumatic event.
  4. I believe my community supports my well-being.
  5. I have access to and know how to find resources that will help me heal from traumatic experiences.
- Quantitative and Qualitative data shared by outreach to homes of select students from schools/areas with high absenteeism.

## ADDITIONAL REQUIREMENTS AND CONDITIONS:

Company's expenditure of City funds for the Campaign and the provision of services shall be subject to the terms and conditions of any contract entered into between the City and Recipient, which would include audit rights for the City and specifically the Council Auditor's Office. Recipient shall use the City funds for the Campaign in accordance with the City Council approved Term Sheet and Project budget. The City's Crime and Safety Reduction Administrator may amend this Term Sheet or the approved Project budget consistent with the Campaign's needs, provided that any substantial change to this Term Sheet or the approved Project budget, including but not limited to reallocating money from operational/hard costs and expenses line items to professional services, will require City Council approval.

## EXHIBIT B

### INDEMNIFICATION

Recipient and its subrecipients (collectively, the “**Indemnifying Parties**”) shall hold harmless, indemnify, and defend the City 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 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 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 operations, Services, 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, 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, any products generated by the Services, or any part of 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 disputed part 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 disputed Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the Indemnified Parties so that the Service or product is non-infringing.

If an Indemnifying Party exercises its obligations under this Agreement, the Indemnifying Party will: (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow the Indemnified 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 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, Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term that offends Section 725.06 or 725.08, Florida Statutes, will be modified to comply with said statutes.

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

Without limiting its liability under this Agreement, Recipient shall procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Recipient shall require its contractors, subcontractors, subrecipients, laborers, materialmen, and suppliers to provide, as applicable), insurance of the types and in amounts not less than the amounts stated below:

**Insurance Coverages**

<i>Schedule</i>	<i>Limits</i>
<b>Workers' Compensation</b>	Florida Statutory Coverage
<b>Employers' Liability</b>	\$100,000      Each Accident \$500,000      Disease Policy Limit \$100,000      Each Employee/Disease

Such insurance shall cover Recipient (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability that 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 that are required by the State of Florida, or any restrictive NCCI endorsements that, 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.

<b>Commercial General Liability</b>	\$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 Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

<b>Automobile Liability</b>	\$1,000,000      Combined Single Limit
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(Coverage for all automobiles owned, hired, or non-owned used in performance of the Services)

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 that are required by the State of Florida or

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

<b>Professional Liability</b>	\$1,000,000	Per Claim
	\$2,000,000	Aggregate

Any entity hired to perform professional services as a part of this Agreement 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 Agreement and with a three-year reporting option beyond the annual expiration date of the policy.

<b>Sexual Molestation</b>	\$1,000,000	Per Claim
	\$2,000,000	Aggregate

(Only if program includes direct supervision of children, special needs, and/or senior citizens)

Sexual Molestation Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claim Made Form, the coverages 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.

### **Additional Insurance Provisions**

- A. **Additional Insured.** All insurance except Workers' Compensation shall be endorsed to name the City of Jacksonville and the 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 CG2037, and for Automobile Liability in a form no more restrictive than CA2048.
- B. **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.
- C. **Recipient's Insurance Primary.** The insurance provided by Recipient 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.
- D. **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 or its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

- E. **Recipient's Insurance Additional Remedy.** Compliance with the insurance requirements of this Agreement shall not limit the liability of Recipient or its contractors, subcontractors, employees, or agents to the City or others. Any remedy provided to the City or the City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
- F. **Waiver/Estoppel.** Neither approval by the City of nor its failure to disapprove the insurance furnished by Recipient shall relieve Recipient of its full responsibility to provide insurance as required under this Agreement.
- G. **Certificates of Insurance.** Recipient shall provide the City with certificates of insurance that show the corresponding City contract number in the description, if known, Additional Insureds, as provided above, and waivers of subrogation. 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.
- H. **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.
- I. **Notice.** Recipient 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 through expiration or non-renewal. If such endorsement is not available, Recipient shall provide a thirty (30) days' written notice of any change in the above coverages or limits, or of coverages' being suspended, voided, or cancelled, including through expiration or non-renewal.
- J. **Survival.** Anything to the contrary notwithstanding, the liabilities of 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 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 Provisions.** Prior to executing this Agreement, Recipient shall present the Agreement and **Exhibits C and D** to its insurance agent affirming that: (1) the agent has personally reviewed the insurance requirements of the Agreement; and (2) the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Recipient.