

FY 2020-2021 CITY GRANT AGREEMENT
(Direct Appropriation)

THIS FY 2020-2021 CITY GRANT AGREEMENT (this “**Agreement**”) is made and entered into and effective as of this _____ day of _____, 2021 (the “**Effective Date**”), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, (the “**City**”) and **NE FLORIDA SOBER LIVING ALLIANCE, INC.**, a Florida not-for-profit corporation, whose address is 1704 North Pearl Street, Jacksonville, 32206 (“**Recipient**”).

RECITALS

WHEREAS, Recipient is a not-for-profit organization that provides stopgap temporary assistance for individuals seeking supportive, sober living in northeast Florida through its “Jump Start” Program (the “**Program**”); and

WHEREAS, pursuant to Ordinance 2020-213-E (the “**Ordinance**”), the City Council appropriated \$5,000.00 (the “**City Funds**”) to fund 185 one-night sober home rental vouchers to be distributed through the Program on behalf of Duval County residents to sober homes located in Duval County, Florida, as more particularly described on the Funding Proposal attached hereto as **Exhibit A** (the “**Proposal**”) and incorporated herein by reference; and

WHEREAS, it is in the best interest of the City to enter into this Agreement with Recipient to support the Program in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above-stated recitals are true and correct and incorporated into this Agreement by this reference.
2. The term of this Agreement is from the Effective Date through **December 31, 2021**.
3. Recipient is not an employee or agent of the City by virtue of this Agreement or otherwise.
4. Subject to the terms of this Agreement, the City agrees to pay Recipient an amount not to exceed **Five Thousand and No/100 Dollars (\$5,000.00)**, which amount is the maximum indebtedness of the City pursuant to this Agreement. The City Funds are to be used by Recipient to fund the Program in accordance with the Proposal and the terms of this Agreement. The City Funds and the vouchers provided using City Funds shall be used to serve Duval County residents only and shall only be given to qualified sober homes located in Duval County, Florida. The City Funds shall be paid to Recipient in accordance with Paragraph 8 below to cover 185 one-night rental vouchers at a cost of \$27.00 per voucher to be distributed through the Program in accordance with the Proposal.

5. This Agreement is subject to the provisions of Chapter 118 - City Grants, Parts 1 through 5, *Jacksonville Ordinance Code*, except to the extent such provisions have been waived in the Ordinance.
6. Subject to the terms of this Agreement, Recipient accepts the City Funds for the purposes for which the City Funds were appropriated and for no other purposes. In accordance with Chapter 118, *Jacksonville Ordinance Code*, the City Funds may not be used for the following purposes:
 - (a) Losses arising from uncollectible accounts and other claims, and related costs.
 - (b) Contributions to a contingency reserve or a similar provision for unforeseen events.
 - (c) Contributions and donations to other groups or organizations.
 - (d) Costs of amusements, social activities and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation and gratuities.
 - (e) Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.
 - (f) The salaries and costs of the office of the governor of a state or the chief executive of a political subdivision. These costs are considered a cost of general state or local government.
 - (g) The salaries and other costs of the Legislature or similar local governmental bodies such as County commissioners, City councils and school boards, whether incurred for purposes of legislation or executive direction.
 - (h) Interest on borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.
 - (i) Non-Cash Expenses as defined in Section 118.104 (h), *Jacksonville Ordinance Code*.
 - (j) Costs of any audits required under Chapter 118, *Jacksonville Ordinance Code*.
7. As required by Section 118.201, *Jacksonville Ordinance Code*, Recipient:
 - (a) Consents to abide by Chapter 119 - Public Records, Florida Statutes, and successors thereto, as they may be amended from time to time.
 - (b) Agrees to return, within fifteen (15) days of demand therefor, the City Funds to Recipient in the current or prior fiscal years upon the City finding that

Recipient has violated the terms of this Agreement or any other agreement executed by Recipient with the City, the provisions of the Ordinance appropriating City Funds to Recipient, or the provisions of Chapter 118, *Jacksonville Ordinance Code*.

(c) Agrees to return to the City the Funds expended for disallowed expenditures, as determined by the City in its sole discretion, in accordance with Part 4 of Chapter 118, *Jacksonville Ordinance Code*.

(d) Agrees:

(1) To maintain separate bank demand or time deposit account for the Program and to deposit the City Funds received pursuant to this Agreement and no other funds in the account and make all disbursements of City Funds from the account; provided however, that if Recipient is on a reimbursement or draw basis, Recipient does not have to maintain a separate bank account; or

(2) With the approval of the Council Auditor, 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 books of accounts of Recipient, and a separate bank account need not be maintained.

(e) Consents to such audits of Recipient's financial affairs by the Council Auditor's Office as the Council Auditor may require relating to the City Funds.

(f) Notwithstanding the reporting requirements of this Agreement and the *Ordinance Code*, Recipient shall not submit any information to the City in violation of the privacy rights under the provisions of the Health Insurance Portability and Accountability Act ("HIPAA") or other applicable federal, state, or local laws.

8. The City will make an advance payment of City Funds in the amount of \$1,250.00 to Recipient to cover initial vouchers for placement of qualified individuals in qualified sober homes (the "Advance Payment"). Thereafter, payment of the remaining \$3,750.00 in City Funds will be made to Recipient on a monthly basis for vouchers distributed through the Program in accordance with the terms of this Agreement during the month immediately preceding a payment request until all City Funds are expended. Recipient shall expend the full amount of the Advance Payment prior to submitting a payment request for additional City Funds. The first payment request submitted after expenditure of the Advance Payment shall provide accounting backup, as described below, sufficient for the City to confirm Recipient expended the full amount of the Advance Payment in accordance with this Agreement, in addition to supplying appropriate accounting backup to support Recipient's request for

payment of additional City Funds. Reasonable retainages may be held by the City until all reports, audits and/or accountings are provided by Recipient and accepted by the City. Payment requests by Recipient shall be made by the 15th of the month and shall provide accounting backup (invoices and/or receipts along with copies of Program promotional materials, as appropriate) along with such other documentation reasonably requested by the City to allow payment of City Funds. In addition, Recipient shall provide a Program outcomes report as described in **Exhibit A** to the City's Office of Grants and Contract Compliance with each monthly payment request. Recipient shall submit a final Program outcomes report with its last payment request providing cumulative information relative to the Program and expenditure of all City Funds provided pursuant to this Agreement as outlined in **Exhibit A**. All accountings, submittals, outcome reports, and financial reports must be received and approved by the City **no later than January 10, 2022** in order for Recipient to receive any remaining payments, including retainage amounts, for the term of this Agreement.

9. Recipient agrees to perform the Program services under the general coordination of the City's Office of Grants and Contract Compliance. Any notices required to be given under this Agreement shall be by certified mail, return receipt requested, or by hand delivery with a written receipt. Notices delivered by certified mail shall be deemed received three (3) days after mailing or upon actual delivery, whichever occurs first.

Notices shall be delivered to:

For the City:

Office of Grants and Contract Compliance
214 North Hogan Street, Suite 800
Jacksonville, Florida 32202
Attention: Kendra Mervin, Contract Administrator

For Recipient:

NE Florida Sober Living Alliance, Inc.
1704 North Pearl Street
Jacksonville, Florida 32206
Attention: Angela Luna, President

10. Recipient shall indemnify and hold the City harmless in accordance with the indemnification provisions outlined in **Exhibit B**, attached hereto and incorporated herein by this reference.
11. During the term of this Agreement, Recipient shall procure and maintain at its sole expense insurance of the types and limits not less than the amounts required in **Exhibit C**, attached hereto and incorporated herein by this reference.

12. 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 from the City, this Agreement shall be null and void and Recipient shall remit to the City all City Funds paid to Recipient at the time of the assignment or that were spent by Recipient or Recipient's assignee after the unauthorized assignment. All funds shall be returned to City within fifteen (15) days of demand thereof.
13. Should the City, as a result of Recipient's performance or lack thereof, be required to reimburse any sums to any recipient, federal or state, contributing funds to the Program, or should the City be required to expend City funds to complete or correct performance of Recipient under this Agreement, Recipient will immediately refund and reimburse the City for all sums so expended. For the purpose of this Agreement, the term "City" shall mean the City of Jacksonville as a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida and shall include its elected officials, its members, officers, employees, agents, and representatives.
14. In case of a breach of this Agreement, other than one that endangers the life or health of a person or will otherwise create imminent harm, in the opinion of the City, Recipient will have thirty (30) days after notice from the City to cure the defect. If the defect is not timely cured, the City will have all of its remedies at law and in equity to enforce this Agreement or collect its damages arising from the breach by Recipient of this Agreement.
15. As required by Section 125.306, *Jacksonville Ordinance Code*, Recipient warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Recipient, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Recipient, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the City Funds, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
16. In its performance of this Agreement, Recipient must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances (hereinafter collectively referred to as the "Laws"), with respect to the services, as such Laws exist and may be amended from time to time. Such Laws 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, the provisions of this Paragraph 16 shall be incorporated into and become a part of the subcontract, if any.

17. Recipient represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, for the performance of services provided during the term of this Agreement. Recipient agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Jacksonville Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; *provided however*, that Recipient shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the Effective Date first above written. Recipient agrees that if any of the services to be provided pursuant to this Agreement for the Program are to be performed by a subcontractor, the provisions of this Paragraph 17 shall be incorporated into and become a part of the subcontract, if any. Additionally, Recipient represents that it has adopted and will maintain a policy governing the misconduct of Recipient, its employees, board members, agents and representatives relating to any individuals receiving services from Recipient under this Agreement.
18. TIME IS OF THE ESSENCE in the performance by any party of its obligations hereunder. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business days.
19. The failure or delay by either party in asserting any of its rights or remedies as to any default hereunder shall not constitute a waiver of such default, or any other default, or of related rights or remedies. If any provision of this Agreement is determined to be invalid, and the invalid provision is not a material part of this Agreement, in the opinion of the City, the invalidity of the provision shall not impair the operation of or have any other effect on the remaining provisions of this Agreement.
20. This Agreement represents the entire agreement between the parties with respect to its subject matter. No statement, understanding, writing, course of action, or course of conduct by the parties or their authorized representatives is binding unless contained in this Agreement. This Agreement may be amended only by written amendment signed by the authorized representatives of 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.

[Remainder of page is left blank intentionally. Signature pages immediately follow.]

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

NE FLORIDA SOBER LIVING ALLIANCE INC., a Florida not-for-profit corporation

By: _____
Angela Luna, President

ATTEST:

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

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor

Encumbrance and funding information for internal City use:

Amount.....**\$5,000.00**

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

Director of Finance
City Contract # _____
Purchase Order # _____

FORM APPROVED:

By: _____
Office of General Counsel

EXHIBIT A

Proposal

[SEE ATTACHED]

Funding Proposal

“Jump Start” - A Stopgap to Temporarily Assist Individuals Seeking Supportive, Sober Housing

1. Organization Name and Point of Contact

Northeast Florida Sober Living Alliance
Angie Luna, CRRA - President
(904) 866-0088
alliance.correspondence@gmail.com

2. Line-Item Budget, Narrative, and Timeline

Item Description	Cost	Quantity	Total Cost
One night rental voucher	\$27.00	185 nights	\$4,995

Justification: The approximate weekly rent rate for homes that are members of the Alliance converts to about \$27 for a nightly rate. Many individuals who face financial barriers to entering sober living have a source of income that has been disrupted, and for many people as little as a few days of rent assistance could allow them to enter sober housing. Providing the vouchers nightly, as opposed to weekly, gives the sober homes accepting these vouchers flexibility to determine need on an individual, case-by-case basis, thus maximizing these funds to help as many people as possible. If, on average, individuals using these vouchers need five days of assistance, this translates to 37 people being placed in sober housing who otherwise may not have been able to do so.

Timeline: It is difficult to predict exactly how long the funding will last, as it depends on the number of eligible prospective residents that eligible sober homes encounter, as well as how many nights of assistance each eligible resident needs. A reasonable estimate is that an average of five eligible residents will be identified each month and each will need, on average, five nights of assistance. In this scenario, the funding would last just under seven and a half months.

3. Program Description, Inclusion/Exclusion Criteria, Service Provided, and Process

Jump Start is a stopgap temporary assistance program for individuals seeking supportive, sober living in Northeast Florida. Sober homes can apply for nightly vouchers to cover a variable time period for eligible, prospective residents.

Sober homes applying for a voucher for a prospective resident must meet the following criteria:

- Be member of the Northeast Florida Sober Living Alliance and be current on membership dues AND
- Accept residents who are on Medication-Assisted Treatment (MAT) such as methadone, buprenorphine, or naltrexone AND

- Provide Jump Start Residents with food or a food donation box provided by the Alliance AND assist them with a Supplemental Nutrition Assistance Program application AND
- Provide Jump Start Residents with a hygiene kit provided by the Alliance AND
- Refer Jump Start Residents to Inspire to Rise’s outpatient substance use treatment and case management program AND
- Assist Jump Start Residents in need of employment with job placement AND/OR refer them to Operation New Hope

Prospective residents receiving a voucher must meet the following criteria:

- Opioid dependence or addiction: a past diagnosis of opioid use disorder (OUD) AND/OR currently receiving MAT for OUD such as methadone, buprenorphine, or naltrexone AND
- Has a job or other source of income, but indicates need for temporary funding assistance OR has a Social Security card and ID and indicates they are ready to quickly find employment or work out of a labor pool
- Must be a resident of Duval County, Florida seeking placement in a qualified sober home located in Duval County, Florida

Brief description of program process:

- Eligible sober home receives an inquiry from a prospective resident seeking housing who does not have funds to move in
- Sober home representative determines if the prospective resident may qualify for the Jump Start program
- Sober home representative contacts the Alliance Administrator to request preliminary approval based on eligibility requirements
- Upon preliminary approval, sober home representative submits a completed Voucher Request Form to the Alliance Administrator
- Alliance Administrator approves the Request Form - prospective resident is approved to move into the sober home and is considered a Jump Start Resident
- Jump Start Resident is assigned a unique code for data tracking purposes
- Each participating sober home will submit a Jump Start Resident Tracking Form for each Jump Start Resident as supporting documentation with their invoices to the Alliance
- The Alliance will only pay for vouchers for nights in which the Jump Start Resident actually stayed at the sober home; therefore, invoices cannot be submitted until after the period of time requested in the Request Form has passed
- Sober homes are responsible for alerting the Alliance when a Jump Start Resident leaves and the reason (moved on, relapse, or other) even after the period of time requested in the Request Form has passed, and they must also answer basic questions about the status of Jump Start Residents (are they still at the home? are they employed?) when this information is requested by the Alliance

4. Reporting on Outcomes

A representative of the Alliance will provide a monthly report to the Office of Grants and Contract Compliance which shall include, at a minimum, the information outlined below. This monthly outcomes report shall be submitted with any other documentation and reports required to be submitted to the City to process each monthly payment request. Additional reports may be

presented to the City's Special Committee on the Opioid Epidemic upon mutual agreement of the parties.

- Cumulative number of approved requests for vouchers from eligible homes
- Cumulative number of nightly vouchers invoiced, number paid, and amount spent
- Cumulative number and percentage of Jump Start Residents who stayed at their respective sober home at least 30 days (including days they were covered by vouchers)
- Cumulative number of Jump Start Residents who have left their sober living home, and why (broken down by three possible categories):
 - Moved on - includes moving in with friends, family, a romantic partner, roommate, etc.
 - Relapse
 - Other - such as a house rule violation other than relapse

5. Matching Funds

The NE FL Sober Living Alliance will provide the following “in-kind” donations to the program:

- Food boxes for up to 37 Jump Start Residents at \$50/box = \$1,850
- Hygiene kits for up to 37 Jump Start Residents at \$30/kit = \$1,110
- Private donations as of 3/29/21 = \$108 (covers an additional 4 nightly vouchers)
 - Total = \$3,068

The Alliance is also currently seeking additional matching funds from private donors.

EXHIBIT B

INDEMNIFICATION

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

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying 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 operation or other activities performed in connection with this 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, or any product 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 sixty (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 the Indemnified Party exercises its right under this Agreement, the Indemnified Party will (1) provide reasonable notice to the 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 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.

EXHIBIT C

INSURANCE REQUIREMENTS

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

Insurance Coverages

<u>Schedule</u>	<u>Limits</u>
Workers' Compensation	Florida Statutory Coverage
Employers' Liability	\$ 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 Fire Damage
	\$ 5,000 Medical Expenses

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

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

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability \$1,000,000 per Claim and Aggregate

Any entity hired to perform professional services as a part of this Agreement shall maintain professional liability coverage. Such insurance shall be on a form acceptable to the City and shall cover for those sources of liability arising out of the rendering or failure to render the Services required in this Agreement.

Such coverage 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.

Sexual Molestation \$1,000,000 per Claim
\$2,000,000 Aggregate

Sexual Molestation Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the Effective 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.

Pollution Liability \$1,000,000 per Loss
\$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this Agreement for environmental or pollution related concerns shall maintain Pollution Liability coverage. Such coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Such coverage 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.

Pollution Legal Liability \$1,000,000 per Loss
\$2,000,000 Aggregate

Any entity hired to perform services as a part of this Agreement that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Agreement.

Such coverage 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.

Additional Insurance Provisions

- A. **Certificates of Insurance.** Recipient shall deliver the City certificates of insurance that show the corresponding City Contract or Bid Number in the description, Additional Insureds, Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- B. **Additional Insured.** All insurance except Worker's Compensation and Professional Liability 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 CG2026 and CG2037, Automobile Liability CA2048.
- C. **Waiver of Subrogation.** All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and the City's members, officials, officers, employees and agents.
- D. **Carrier Qualifications.** The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida 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'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 and/or any of the City's members, officials, officers, employees and agents.
- F. **Deductible or Self-Insured Retention Provisions.** All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Recipient. Under no circumstances will the City of Jacksonville and/or its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.
- G. **Recipient's Insurance Additional Remedy.** Compliance with the insurance requirements of this Agreement shall not limit the liability of Recipient or its subcontractors, employees or agents to the City or others. Any remedy provided to 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.
- H. **Waiver/Estoppel.** Neither approval by City nor failure to disapprove the insurance furnished by Recipient shall relieve Recipient of Recipient's full responsibility to provide insurance as required under this Agreement.
- 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 expiration or non-renewal. If such endorsement is not provided, Recipient, as applicable, shall provide the City a thirty (30) day written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

- J. **Survival.** Anything to the contrary notwithstanding, the liabilities of 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 Provision.** Prior to executing this Agreement, Recipient shall present this Agreement and insurance requirements to its insurance agent affirming that: 1) the agent has personally reviewed the insurance requirements of this Agreement; and (2) the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Recipient.