

**SERVICES CONTRACT FOR THE MAYOR'S  
VIOLENCE REDUCTION CENTER COMMUNITY-BASED  
VIOLENCE INTERVENTION AND PREVENTION INITIATIVE**

This Services Contract for The Mayor's Violence Reduction Center Community-Based Violence Intervention and Prevention Initiative (this "**Contract**") is dated \_\_\_\_\_, 2024, and is between the **City of Jacksonville**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "**City**"), and **Family Foundations of Northeast Florida, Inc.**, a Florida not-for-profit corporation ("**FFNF**").

Whereas, pursuant to Ordinances 2023-188-E and 2024-168-E (the "**Ordinances**"), the City appropriated the sum of \$1,348,456.00 (the "**Funds**") to fund the Mayor's Violence Reduction Center Community-Based Violence Intervention and Prevention Initiative (the "**Program**") as more particularly described in the Ordinances.

Whereas, the City wants to engage FFNF to administer and conduct the Program and provide the services and deliverables stated in the Scope of Services (the "**Scope of Services**" or "**Services**"), attached to this Contract as **Exhibit A**, in accordance with the terms and conditions of this Contract.

Whereas, FFNF is willing and able to accept such engagement and perform the Services in accordance with the terms and conditions of this Contract.

Now, therefore, the parties agree as follows:

1. **Performance of Services.** The City hereby engages FFNF to perform the Services in accordance with the Ordinances and this Contract and for the benefit of individuals in Duval County, Florida. FFNF shall perform the Services with a high degree of fidelity. If any services, functions, or responsibilities are not specifically described in this Contract but are necessary for the proper performance of the Services, they shall be deemed to be implied and included in the Scope of Services to the same extent and in the same manner as if specifically described in this Contract. Failure to perform the Services in and for the benefit of individuals in Duval County, Florida shall constitute a material breach of this Contract. FFNF shall comply with all applicable terms and conditions in the Award Letter dated September 29, 2022, attached to this Contract as **Exhibit C**.

2. **Term.** The term of this Contract commences on February 1, 2024 (the "**Effective Date**"), and continues through September 30, 2025 (the "**Term**"), with one one-year renewal option, unless terminated earlier as provided in this Contract.

3. **Maximum Indebtedness.** As required by section 106.431, Jacksonville Ordinance Code, the City's maximum indebtedness for all Services under this Contract shall be a fixed monetary amount not to exceed **One Million Three Hundred Forty-Eight Thousand Four Hundred Fifty-Six and 00/100 Dollars (\$1,348,456.00)** (the "**Maximum Indebtedness**"), the payment of which constitutes the City's only obligation under this Contract. The City's obligations under this Contract are contingent upon the availability of lawfully appropriated funds for the Services and this Contract. The parties acknowledge that the Maximum Indebtedness is anticipated to cover the aggregate costs of Services provided by FFNF under this Contract through the Term.

4. **Compensation.**

(a) The City will compensate FFNF for the Services on a monthly basis for the Services provided during the month immediately preceding the payment request. Each payment request/invoice shall contain or be accompanied by the information outlined in the Budget/Fee Schedule (the “**Budget**”), attached to this Contract as **Exhibit B**. The City may require any other information from FFNF that the City deems necessary to verify its obligation to pay under this Contract. Payments shall be made to FFNF approximately 45 days after the City’s receipt and acceptance of a proper invoice and supporting documentation, as determined by the City. The City will not pay service charges, interest, or late fees unless required by law. All payments for the Services are contingent upon FFNF’s satisfactory performance of the Services as described in the Scope of Services and compliance with the requirements outlined in the Budget, all in accordance with the terms of this Contract and the Ordinances.

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

5. **Independent Contractor; Limitations on Authority.** FFNF is an independent contractor of the City. Nothing contained in this Contract is deemed to create an employment, agency, joint venture, or partnership relationship between FFNF and the City or any other legal arrangement that would impose liability upon one party for the act or failure to act of the other party. As an independent contractor, FFNF shall exercise independent judgment as to the precise manner of performing the Services under this Contract. FFNF understands and agrees that: (a) the City shall not withhold from any amounts payable under this Contract any sums for the payment of personal or other income taxes, unemployment insurance, or social security; and (b) FFNF is fully and completely responsible for its own employment tax payments and workers’ compensation insurance, social security, and any other required tax payments or withholding. No party is granted hereby, and no party shall hold itself out as having, any right or authority to enter into any contract, incur any liabilities, create any obligation or responsibility, or make any representation or warranty, express or implied, on behalf of or in the name of any other party or to otherwise bind any other party in any manner.

6. **Contract Managers.** Each party will designate a contract manager during the Term whose responsibility will be to oversee the party’s performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, the City’s contract manager is Audrey Gibson, Chief, 214 North Hogan Street, 8th Floor, Jacksonville, Florida 32202, gibsona@coj.net; and FFNF’s contract manager is Bill Haley, President/CEO, 40 East Adams Street, Suite 120, Jacksonville, Florida 32202, bhaley@familyfoundations.org. Each party shall provide prompt written notice to the other party of any changes to the party’s contract manager or their contact information.

7. **Indemnification; Insurance.**

(a) FFNF shall adhere to the indemnification provisions attached to this Contract as **Exhibit D**. These indemnification provisions shall survive the termination of this Contract.

(b) For the duration of the Term, FFNF shall adhere to the insurance requirements attached to this Contract as **Exhibit E**.

8. **No Waiver of Sovereign Immunity.** The parties acknowledge that the City is a consolidated municipal and county political subdivision of the State of Florida. Nothing in this Contract will be interpreted or construed as a waiver of the City's or the State of Florida's common law sovereign immunity any greater than the limited waiver set forth in section 768.28, Florida Statutes.

9. **Retention of Records; Audit.**

(a) FFNF shall establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, and all other documents pertaining to this Contract (collectively, the "**Records**"), in whatsoever form or format (including electronic storage media) is reasonable, safe, and sufficient and that reflects all receipts and expenditures of the Funds.

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

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

(d) FFNF shall comply with and cooperate immediately in any inspections, reviews, investigations, audits, or reports deemed necessary by the City and shall ensure that all related party transactions are disclosed to the investigator/reviewer/auditor.

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

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

(g) All reports and other information provided by FFNF pursuant to this section 9 shall be submitted under penalties of perjury under section 837.06, Florida Statutes.

(h) If FFNF uses any contractors or subcontractors to provide the Services, FFNF will include the aforementioned audit, inspection, investigation, and record-keeping requirements of this Contract in all subcontracts and assignments.

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

**10. Breach of Contract; Termination for Default.**

(a) The occurrence of any one or more of the following events prior to the termination of the Term shall constitute an event of default under the provisions of this Contract:

(i) failure to perform or observe any material term, agreement, covenant, or condition of this Contract, which default continues for 30 days after written notice thereof (unless a shorter period is set forth elsewhere in this Contract);

(ii) a violation of the terms of the Ordinances or any applicable federal, state, or local law, rule, regulation, or policy with respect to the subject matter of this Contract;

(iii) if any representation or warranty contained in this Contract is false or misleading in any material respect;

(iv) the application by FFNF for, or consent to, the appointment of a receiver, trustee, liquidator, or custodian (or similar official) of all or a substantial part of its assets; or if any party is unable or admits in writing its inability to pay its debts as they mature, makes a general assignment for the benefit of creditors, is adjudicated as bankrupt or insolvent, files a voluntary petition in bankruptcy or a petition or answer seeking reorganization or any arrangement with creditors, agrees to take advantage of any insolvency law, files an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization, or insolvency proceeding, or if any corporate action is taken by it for any purpose of effecting any of the foregoing; or if any order, judgment, or decree is entered by a court of competent jurisdiction approving a petition seeking reorganization or appointing a receiver, trustee, liquidator, or custodian (or other similar official) of any party to this Contract or of all or a substantial part of its assets, and such other judgment or decree shall continue unstayed and in effect for a period of 30 consecutive days; or

(v) an event of default of FFNF under any other agreement or transaction between FFNF and the City.

(b) If the City terminates this Contract due to an event of default by FFNF, then the City may exercise all rights and remedies it may have at law or in equity. Failure or delay on the part of the City to notify FFNF of a default is not a waiver by the City of the default or any future default of FFNF.

(c) Termination for default is effective at the close of business on the 15th day after the date of notice without the necessity for any further notice to FFNF if the breach has not been corrected within the 30-day period. Notice will be delivered by certified mail, return receipt requested, or by other means with proof of delivery. Upon receipt of a notice of termination and, except as otherwise directed, FFNF shall:

- (i) cease working under this Contract;
- (ii) place no further orders or subcontracts related to the performance of the Services, which was terminated;
- (iii) terminate all orders and subcontracts related to the performance of the Services that was terminated; and
- (iv) prepare all necessary reports and documents required under the terms of this Contract up to the date of termination, including the final report, without reimbursement for the services rendered in completing the reports beyond the termination date.

11. **Notices.** Any notices required or permitted to be given under this Contract will be sufficient if furnished in writing, personally delivered, or sent by certified mail (return receipt requested and postage prepaid), in each case addressed to the parties at their respective addresses indicated below, or at such other address as any party shall have specified by notice given in accordance herewith. Notices shall be deemed effective upon receipt or three days after posting by certified mail.

To the City: City of Jacksonville  
Division of Grants and Contract Compliance  
214 North Hogan Street, 8th Floor  
Jacksonville, Florida 32202  
Attn: Chief

With a copy to: City of Jacksonville  
Office of General Counsel  
117 West Duval Street, Suite 480  
Jacksonville, Florida 32202  
Attn: Government Operations

To FFNF: Family Foundations of Northeast Florida, Inc.  
40 East Adams Street, Suite LL15  
Jacksonville, Florida 32202  
Attn: President/CEO

12. **Force Majeure; Notice of Delay; No Damages for Delay.**

(a) If the performance by any party is delayed or prevented at any time due to circumstances beyond the control of such party, including, without limitation, those resulting from labor disputes, fire, floods, natural disasters, riots, blackouts, civil disturbances, weather conditions, restrictions imposed by or control exercised by a governmental entity, unavoidable casualties or acts of God, acts of terror, acts of a public enemy, pandemic, epidemic, public health emergency or disease outbreak, or a shortage of or inability to obtain materials, equipment, or labor, the performance of such party will be excused until such condition no longer exists. The party whose performance is delayed or prevented as described in this section 12 will use commercially reasonable efforts to eliminate or modify any force majeure condition.

(b) FFNF shall notify the City in writing of any such delay or potential delay and describe the cause of the delay either (i) within ten calendar days after the cause that creates or will create the delay first arose, if FFNF could reasonably foresee that a delay could occur as a result, or (ii) if delay is not reasonably foreseeable, within five calendar days after the date FFNF first had reason to believe that a delay could result. Based upon such notice, the City will give FFNF a reasonable extension of time to perform; provided, however, that the City may elect to terminate this Contract in whole or in part if the City determines, in its sole judgment, that such a delay will significantly impair the value of this Contract to the City. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. THE FOREGOING SHALL CONSTITUTE FFNF'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. No claim for damages, other than for an extension of time, will be asserted against the City. FFNF will not be entitled to an increase in the Maximum Indebtedness or payment of any kind from the City for direct, indirect, consequential, impact, or other costs, expenses, or damages, including, but not limited to, costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

13. **License of City Marks.** Subject to the requirements of this section, the City hereby grants to FFNF a worldwide, revocable, non-exclusive (not subject to sublicensing and non-delegable), royalty-free right and license to use the City trademarks (defined as any and all names, trademarks, trade names, service marks, copyrights, logos, symbols, emblems, designs, colors, identifications, or designations owned by the City (the "**City Marks**")), as authorized by the City in this section, in connection with FFNF's advertisement and marketing in connection with performing the Scope of Services and the Program during the Term.

(a) *City Mark Use Approval.* FFNF shall furnish to the City's contract manager, prior to any use, for the approval of the City in its sole discretion, copies of any products or materials exhibiting or otherwise using the City Marks (the "**Samples**") and copies of formats of all advertising, marketing, and promotional material on which the City Marks appear (the "**Materials**"). The City has the right to approve or disapprove any or all Samples or Materials and the City's approval may be withheld for any reason or no reason. FFNF shall not publish, distribute, sell, or advertise any Samples or Materials unless and until the Samples or Materials for the same have been approved by the City pursuant to this paragraph. The City shall have the right to require any Samples or Materials to be designed in accordance with the City's specifications. Any Materials utilized by FFNF

depicting the City Marks shall conform to the Sample approved or deemed approved by City. The City has the right to terminate the license granted in this section 13 and this Contract upon FFNF's failure to have any Samples or Materials approved, after having received written notice from the City of such failure and an opportunity to cure.

(b) *City Mark Validity.* FFNF shall not contest or deny the validity or enforceability of any or all of the City Marks or oppose or seek to cancel any registration thereof by the City, or the City's exclusive right to use the City Marks worldwide or provide assistance or cooperation to others in doing so, either during the Term or at any time thereafter. FFNF shall, during the Term, and after termination of this Contract for any reason whatsoever, execute such documents as the City may request from time to time to ensure that all ownership rights, title, and interest in and to the City Marks reside with the City.

(c) *Discontinuation of Use of City Mark.* Upon termination of this Contract, FFNF shall immediately discontinue all use of the City Marks and return any printed materials bearing the City Marks to the City. The provisions of this section 13 shall survive any termination of this Contract for any reason whatsoever.

14. **Compliance with Laws.** As required by section 126.108(b), Jacksonville Ordinance Code, FFNF shall comply with any and all federal, state, and local laws, rules, regulations, and ordinances applicable to FFNF and the Services, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances include, but are not limited to, chapter 119, Florida Statutes (Florida Public Records Law), and section 286.011, Florida Statutes (Florida Sunshine Law), as they apply to this Contract. If any of the obligations of FFNF under this Contract are to be performed by a subcontractor, FFNF will ensure that the provisions of this section are incorporated into and become a part of the subcontract.

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

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

17. **Nondiscrimination.** As required by section 126.404, Jacksonville Ordinance Code, FFNF represents that it has adopted and will maintain throughout the Term a policy of nondiscrimination against any person with regard to race, color, sex (including pregnancy), sexual

orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. FFNF 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 Contract; *provided, however*, that FFNF will not be required to produce, for inspection, records covering periods of time more than one year prior to the Effective Date. FFNF agrees that, if any of the Services to be provided pursuant to this Contract are to be performed by a subcontractor, the provisions of this section will be incorporated into and become a part of the subcontract.

**18. 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 FFNF's board policies, in the performance of this Contract.

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

(c) FFNF 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) FFNF shall comply with Section 504 of the Rehabilitation Act of 1973 in regard to employees or applicants for employment and clients served.

(e) FFNF 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 Contract, the City may terminate this Contract in its sole discretion.

**19. Equal Employment Opportunity.** FFNF shall not discriminate, directly or indirectly, on the grounds of race, color, religion, sex, age, or national origin in its employment practices. Such action includes, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. FFNF 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 clause. FFNF agrees that, if any of the Services to be provided pursuant to this Contract are to be performed by a subcontractor, the provisions of this section will be incorporated into and become a part of the subcontract.

**20. Representations and Warranties.**

(a) FFNF represents and warrants that its employees, contractors, and subcontractors in performing its obligations under this Contract shall exercise the degree of skill and care required by customarily accepted good practices and procedures provided



by other providers of similar Services. FFNF further warrants that the Services shall be performed by it in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry.

(b) FFNF represents that it is a duly incorporated and validly existing entity. FFNF is authorized to conduct business and is in good standing in the State of Florida. FFNF has full power and authority to execute and deliver this Contract and all documents contemplated by this Contract, and to perform its contractual obligations. Entering into this Contract does not conflict with or result in a breach of any other contract to which FFNF is a party. The individual signing on behalf of FFNF has full power and authority to do so, and FFNF will deliver to the City promptly upon request all documents reasonably requested by the City to evidence that authority. The making, execution, and delivery of this Contract and performance of all contractual obligations by FFNF have been duly authorized and approved by all necessary company action of FFNF.

## 21. **Equipment Purchases.**

(a) Equipment or other tangible personal property (the “**Property**”) purchased with Funds shall be non-consumable and consistent with the City capitalization requirements or section 122.801(e), Jacksonville Ordinance Code, as amended from time to time. The Property shall have a useful life of one year or more and shall be inventoried by FFNF. FFNF shall retain Property inventory records, acquisition documents, and usage records. Upon expiration of FFNF’s use of the Property for the Program/Services 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 may be authorized in writing by the City.

(b) FFNF shall 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:

(i) Any purchase up to \$4,500 will require documentation of one written quotation.

(ii) Any purchase over \$4,500 and up to \$15,000 will require two written quotations.

(iii) Any purchase over \$15,000 and up to \$30,000 will require three written quotations.

(iv) Any purchase over \$30,000 and up to \$65,000 will require four written quotations.

(v) 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.

22. **Reversion of Assets.** FFNF shall transfer to the City any Funds or other assets acquired by Funds on hand and any accounts receivable attributed to the use of Funds at such time when the City no longer does business with FFNF for the purposes described in the Scope of

Services. However, any real property under FFNF's control that was acquired or improved in whole or in part with Funds with a value in excess of \$2,000 shall be used to meet one of the objectives of the Program/Services, until three years after termination of this Contract, or such longer period of time as determined appropriate by the City. If FFNF disposes of the real property prior to the expiration of the three-year period, FFNF shall reimburse the City for the value of the real property attributable to the Funds used in the acquisition or improvement of the real property when FFNF ceases doing business with the City for the purposes described in the Scope of Services. At the end of the three-year period, FFNF shall convey the real property by general warranty deed to the City, in fee simple, free and clear of any and all encumbrances.

23. **Meetings and Reports.** FFNF shall attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by the City and FFNF can reasonably schedule its appearance.

24. **Public Records.**

(a) All documents, data, and other records received by the City in connection with this Contract are public records and available for public inspection unless specifically exempt by law. FFNF shall allow public access to all documents, data, and other records made or received by FFNF in connection with this Contract unless the records are exempt from section 249(a) of article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. The City may unilaterally terminate this Contract if FFNF refuses to allow public access as required under this Contract.

(b) If FFNF believes that any portion of any documents, data, or other records submitted to the City in connection with this Contract are exempt from disclosure under chapter 119, Florida Statutes, the Florida Constitution, and related laws (collectively, "**Florida's Public Records Laws**"), the party claiming the exemption must (i) clearly segregate and mark the specific sections of the document, data, and records as "Confidential", (ii) cite the specific Florida Statute or other legal authority for the asserted exemption, and (iii) provide the City with a separate redacted copy of the documents, data, or records (the "**Redacted Copy**"). The Redacted Copy shall contain the City's contract name and number and shall be clearly titled "Redacted Copy". FFNF should only redact those portions of records that FFNF claims are specifically exempt from disclosure under Florida's Public Records Laws. If the party claiming an exemption fails to submit a redacted copy of documents, data, or other records it claims is confidential, the City is authorized to produce all documents, data, and other records submitted to the City in answer to a public records request for these records.

(c) In the event of a public records or other disclosure request under Florida's Public Records Laws or other authority to which FFNF's documents, data, or records are responsive, the City will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, the City will notify FFNF that such an assertion has been made. It is the party claiming the exemption's responsibility to respond to the requestor to assert that the information in questions is exempt from disclosure under applicable law. If the City becomes subject to a demand for discovery or disclosure of the redacted information under legal process, the City shall give FFNF prompt notice of the demand prior to releasing the redacted information (unless otherwise prohibited by

applicable law). The party claiming the exemption shall be responsible for defending its determination that the redacted portions of the information are not subject to disclosure.

(d) In the event FFNF claims an exemption under this section 24, it shall protect, defend, and indemnify the City from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees and costs) arising from or relating to the assertion that all or any portion of its information is not subject to disclosure.

(e) In accordance with section 119.0701, Florida Statutes, FFNF shall:

(i) keep and maintain public records required by the City to perform the Services under this Contract;

(ii) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements, including medical records, are not disclosed except as authorized by law for the duration of the Term and following termination of this Contract if FFNF does not transfer the records to the City; and

(iv) Upon termination of this Contract, transfer to the City at no cost all public records in possession of FFNF or keep and maintain public records required by the City to perform the Services. If FFNF transfers all public records to the City upon termination of this Contract, FFNF shall destroy any duplicate public records in its possession that are exempt or confidential and exempt from public records disclosure requirements. If FFNF keeps and maintains public records upon termination of this Contract, FFNF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the City's information technology systems.

The above requirements apply to FFNF to the extent FFNF is a "Contractor" as defined in section, 119.0701, Florida Statutes.

**IF FFNF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 NORTH HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.**

25. **Truth-In-Negotiation Certificate.** As provided in section 126.305, Jacksonville Ordinance Code, for professional services contracts over \$65,000, execution of this Contract by FFNF is deemed to be simultaneous execution of the required truth-in-negotiation certificate as if

the certificate had been executed apart from this Contract. Pursuant to such certificate, FFNF states that the wage rates and other factual unit costs supporting the compensation under the provisions of this Contract are accurate, complete, and current at the time of contracting. The compensation shall be adjusted to exclude any significant sums where the City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and/or other factual unit costs, provided that any and all such adjustments shall be made within one year following the termination of this Contract.

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

27. **Employment Eligibility.** In accordance with section 448.095, Florida Statutes, FFNF confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and FFNF, including any of its subcontractors, has registered accordingly with the E-Verify platform. FFNF acknowledges that any violation with the aforementioned will result in a default to this Contract and the City will be entitled to any and all relief available, including, but not limited to, consequential damages, rebate of fees, costs, and expenses, etc., resulting from the voiding of this Contract.

28. **Government Contracting.** Pursuant to section 287.05701, Florida Statutes, as amended, FFNF is hereby notified that, in awarding contracts to vendors, the City may not:

- (a) request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and
- (b) give preference to a vendor based on the vendor's social, political, or ideological interests.

29. **Miscellaneous.**

- (a) *Incorporation of Recitals.* The recitals are accurate and true and are hereby incorporated in this Contract.
- (b) *Incorporation of Exhibits.* All exhibits and attachments to this Contract are hereby incorporated in and made a part this Contract.
- (c) *Headings.* Section headings are provided solely for the convenience of the parties and shall not affect the interpretation of this Contract.
- (d) *Regulatory Changes.* This Contract may be terminated by either party following reasonable written notice to the other party based upon the notifying party's determination, supported by an opinion of legal counsel, risk managers, or consultants, that existing or changed law, regulations, interpretations, or case law applied to the transaction

governed by this Contract create a substantial likelihood of sanction, prosecution, or assessment of the party giving notice.

(e) *Waiver.* The failure of either party to complain of any default by the other party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under this Contract. No waiver of any provision of this Contract will constitute a waiver of any other provision or a waiver of the same provision at a later time.

(f) *No Third-Party Beneficiaries.* Nothing in this Contract, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Contract, except as otherwise expressly provided in this Contract.

(g) *Assignment.* No party may assign its rights or delegate its obligations under this Contract, in whole or in part, without the prior written consent of the other party. Any purported assignment in violation of this section is void. Notwithstanding the foregoing, FFNF may engage subcontractors to perform certain obligations under this Contract as reasonably necessary upon prior written approval by the City.

(h) *Binding Effect.* This Contract shall be enforceable in accordance with its terms by the parties and shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns. Nothing in this Contract shall confer any rights or benefits upon any person other than the parties and their respective successors and permitted assigns.

(i) *Governing Law; Venue.* This Contract and the rights and obligations of the parties is governed by the laws of the State of Florida. Venue for the purposes of any action arising from or related to this Contract lies exclusively in the state and federal courts located in Duval County, Florida.

(j) *Entire Agreement; Amendments.* This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties relating to the subject matter of this Contract. No statement or representation of the parties or their agents or employees made outside of this Contract and not contained in this Contract will form any part of this Contract or bind either party. This Contract will not be supplemented, amended, or modified except by written instrument signed by the parties.

(k) *Severability.* In the event any part or parts of this Contract is/are held to be invalid or unenforceable, the remainder of this Contract will remain in full force and effect as if the invalid or unenforceable provision had never been a part of the Contract.

(l) *Survival.* If any one or more of the provisions, covenants, terms, or conditions, of this Contract are for any reason whatsoever held invalid, then such provisions, covenants, terms, or conditions will be null and void with no further force or effect and will be deemed separable from the remaining provisions, covenants, terms, or conditions of the Contract and will in no way affect the validity of any of the other provisions, covenants, terms, or conditions.

(m) *Construction.* The parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in this Contract.

Therefore, any doubtful or ambiguous provisions contained in this Contract will not be construed against the party who physically prepared the Contract.

(n) *Counterparts*. This Contract may be executed electronically and in several counterparts, each of which will be deemed an original but all counterparts together will constitute one instrument.

[Signature page follows.]

In witness whereof, the parties have entered into this Contract as of the date first written above.

**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: \_\_\_\_\_  
Donna Deegan  
Mayor

**Family Foundations of Northeast Florida, Inc.**, a Florida not-for-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Encumbrance and funding information for internal City use:

**Maximum Indebtedness: \$1,348,456.00**

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), Jacksonville 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

## EXHIBIT A

### SCOPE OF SERVICES

#### Family Foundations of Northeast Florida, Inc. Community Based Violence Intervention & Prevention

The Community Based Violence Intervention and Prevention Initiative grant will fund the City of Jacksonville to further expand the local violence reduction initiatives and support the further development of the Johnnie Walker Community Center. The goal of the program is to centralize all violence prevention and intervention initiatives in Jacksonville to one location to reduce and prevent violence in a historically marginalized neighborhood. This project will support the City's efforts to train staff and participants, and secure wrap-around services to high-risk individuals and their families.

- Conducting community engagement activities and providing services directly to high-risk individuals.
- Providing professional services for trauma-informed support, including mental health and financial wellness services.
- Providing additional social services, including, but not limited to, job preparation and housing support for the target community.

Family Foundations will provide mental health and financial wellness services to program participant referrals and administer wrap-around services that will be made available to them. Our services are intended to assist clients with becoming emotionally and financially stable. Through a combination of group meetings, psycho-educational and financial education group sessions, individual counseling, and case management services, Family Foundations will provide clients with tools and skills to address barriers that have impacted their personal and professional relationships and prevented them from achieving financial goals.

#### PROGRAM SCOPE OF WORK AND DELIVERABLES:

1. Staffing and support to expand the Johnnie Walker Community Center. The community center will provide wrap-around services to a historically marginalized neighborhood, Grand Park.
2. Procure services to provide data analytics and support regarding Jacksonville's CVIPI initiative. Delivery and receipt of the goods/services procured as attested on the expenditure report.
3. Contract with local vendors to provide social services for individuals identified through the intake assessment. Local vendors will be available to provide social services as needed as described in the scope of services. Minimum performance will be the completion of the activities identified in the scope of services.
4. Group Sessions: Mandatory group counseling sessions will be conducted. These sessions provide opportunities for clients to discuss a variety of topics, feelings, and emotions to help them learn how to manage the stress and anxiety experienced during their work in the community. Sessions focus on building interpersonal skills and teamwork and also provides participants with tools and techniques to address their emotions, manage conflict, and de-escalate tense situations. Finally, group session address home/domestic issues as we have learned during the past year that these issues have impact on the participants' abilities to successfully fulfill their roles in the program. Participants learn how to balance work and home priorities and also how to separate/compartamentalize issues so as not to have negative impact on either.



5. Individual Sessions: Individual counseling sessions will be offered to all participants. Participation in these sessions will be voluntary and at the request of the participant. Each participant who participates in individual counseling will receive the following: Intake Process Counseling Assessment, Treatment Plan/Plan Updates, and Counseling Interventions are a regular part of the process.
6. Educational Workshops: Bimonthly educational workshops are designed to provide a series of skills and decompression techniques to help high-risk individuals and their families deal with life events so that they can focus on sustaining a family supporting career. Workshops will be developed/facilitated to address topics/issues experienced by high-risk individuals and their families. Below is a partial list of sessions/topics that will be conducted.
  - i. Race/Culture: Identifies and focuses on cultural biases that impact the target communities
  - ii. Boundary Issues: Focuses on why and how setting health boundaries in the workplace/community is important. Includes discussions of physical, mental, and emotional boundaries in relationships
  - iii. Conflict Resolution: Team Members have learned conflict resolution techniques that they can use in their interactions with each other, management, and participants in their assigned zip codes. These techniques and methods are designed to ensure that the stress and anxiety that they face can be channeled towards a positive resolution of daily incidents. The shift in environment where Team Members spend a majority of their time with family members has raised additional tension that adds to the stress and conflict that they face on the streets.
  - iv. Trauma-Informed Counseling: Family Foundations offers trauma-informed counseling that focuses on the psychological distress residents may face following exposure to a traumatic or stressful event. This counseling is centered on a fear-based reaction and helps residents externalize angry and aggressive symptoms. Counseling sessions focus on the type of exposure to trauma they may face and how they occur across gender, race, ethnic communities, and socio-economic groups. Counseling also provides insight into the basics of how social impact of trauma manifests itself on communities and individuals.
7. Mental Health Education:
  - i. ECPR is a model based on a human heart-to-heart connection where participants engage in “real plays” using their real experiences.
  - ii. WRAP, or the Wellness Recovery Action Plan, is a prevention and wellness program. WRAP can be used to deal with any Trauma, mental illness, condition or set of circumstances that interferes with quality of life.
  - iii. Case Management Services: Family Foundations will assist participants with accessing community resources to address personal/family needs. This may include accessing food, housing, or other benefits.

#### PROGRAM COSTS/PAYMENT TERMS

- I Full-time Executive Director: An allocation of management's time to include general oversight of the entire CVIPI initiative working with the City and issues to reduce crime and violence in impacted areas.
- I Full-time Program Coordinator: The Program Coordinator will serve as the community resource for violence reduction/prevention and community-based intervention located at the Johnnie Walker

Community Center. In partnership with other internal and external partners, this position will coordinate a comprehensive effort to address violence. They will develop, coordinate, and lead activities at the center and ensure all operations at the center are running smoothly.

- I Full-time Outreach Worker: The Outreach Worker will work with the community on events and enhancing the program to those in the communities served by community-based violence intervention and prevention initiative, conduct trainings and workshops.
- I Full-time Master's level or Licensed Mental Health Counselor's time: The counselor will be responsible for conducting group educational sessions, crisis intervention/de-briefing sessions, and case management services.
- 3 FT Case Manager: The case manager will work with participants to coordinate access to resources as identified in needs assessment etc. The case manager will also support the counselors in conducting workshops and coordinating counseling sessions.

#### PROGRAM IMPACT & REPORTING

Proposed objectives for the program Johnnie Walker Community Center

- Delivery and receipt of the goods/services procured as attested on the expenditure report.
- Track and report on the number of referrals of individuals served.
- Track and report of the number of actual services received by program participants.
- Track and report on referral sources and agencies.
- Provide monthly Performance Reports to the City's Division of Grants and Contract Compliance attesting to the progress towards deliverables and to validate the required minimum acceptable level of service.
- Track the return on investment or benefits of this program for the City and the communities

#### Services and Life Skills

- 95% of staff will participate in weekly group sessions.
- 95% of staff will participate in bi-monthly educational workshops.
- 75% of participants will indicate increased knowledge of de-escalation skills.
- 50% of participants will complete Mental Health Education
- 25% of participants will complete individual counseling sessions.
- 100% of individual counseling participants will receive a comprehensive assessment and evaluation.

The goal is to reduce violence by providing wrap around services, community resources and developmental programs to high-risk individuals that experience disproportionately high levels of gun violence and crime. The City of Jacksonville, with funding from the Community Based Violence Intervention and Prevention Initiative and partnership with Family Foundations, strive to create safer communities throughout Jacksonville.

Exhibit B

FY 2024 City Grant - Complete Program Budget Detail

Lead Agency: Family Foundations of Northeast Florida

Program Name: Johnnie's D.R.E.A.M

Agency Fiscal Year: FY23-25

BUDGET

Categories and Line Items	Prior Year Prg Funding FY 2021-2022	Current Year Prg Budget FY 2022-2023	Total Est. Cost of Program 2/1/24 through 9/30/25	Funding Partners					
				Agency Provided Funding	All Other Program Revenues	City of Jacksonville USDOJ CV/PI Grant (Federal Funding Only)	Federal/ State & Other Funding	Private Foundation Funding	
<b>I. Employee Compensation</b>									
Personnel - 01201 (list Job Title or Positions no names)						\$180,000.00	\$0.00	\$0.00	\$0.00
Executive Director	\$0.00	\$0.00	\$180,000.00	\$0.00	\$0.00	\$180,000.00	\$0.00	\$0.00	\$0.00
Program Coordinator	\$0.00	\$0.00	\$110,000.00	\$0.00	\$0.00	\$110,000.00	\$0.00	\$0.00	\$0.00
Case Manager (3)	\$0.00	\$0.00	\$264,000.00	\$0.00	\$0.00	\$264,000.00	\$0.00	\$0.00	\$0.00
Community Engagement Outreach	\$0.00	\$0.00	\$110,000.00	\$0.00	\$0.00	\$110,000.00	\$0.00	\$0.00	\$0.00
President & CEO	\$0.00	\$0.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00	\$0.00	\$0.00	\$0.00
6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal Employee Compensation</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$704,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$704,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Fringe Benefits</b>									
Payroll Taxes - FICA & Med Tax - 02101	\$0.00	\$0.00	\$154,880.00	\$0.00	\$0.00	\$154,880.00	\$0.00	\$0.00	\$0.00
Health Insurance - 02304	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Retirement - 02201	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Dental - 02301	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Life Insurance - 02303	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Workers Compensation - 02401	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unemployment Taxes - 02501	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Benefits - (Please describe)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal Taxes and Benefits</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$154,880.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$154,880.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Employee Compensation</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$858,880.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$858,880.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>ii. Operating Expenses</b>									
Occupancy Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rent - Occupancy -04408	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Revised Exhibit 3

Rev Contract

April 1, 2024 - NCSPHS

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Telephone - 04181	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utilities - 04301	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance and Repairs - 04603	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Insurance Property & General Liability - 04502	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - (Please describe)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Office Expenses</b>							
Office and Other Supplies - 05101	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Postage - 04101	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing and Advertising - 04801	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Publications - 05216	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Staff Training - 05401	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Directors & Officers - Insurance - 04501	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Professional Fees & Services (not audit) - 03410	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Background Screening - 04938	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Equipment under \$1,000 - 06403	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - (Please describe)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Travel Expenses</b>							
Local Mileage - 04021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Staff Training / Travel - 05401	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Equipment Expenses</b>							
Rental & Leases - Equipment - 04402	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Fuel and Maintenance - 04216	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Insurance - 04502	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - (Please describe)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Direct Client Expenses - 08301</b>							
Client Rent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Client Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Client Food	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Client Medical	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Client Educational	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Client Personal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Client Other - Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Client Other - Special Events	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Operating Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>III. Operating Capital Outlay (OVER \$1,000)</b>							
Machinery & Equipment - 06402	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Computers & Software - 06427	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - (Please describe)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Capital Outlay</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Direct Expenses Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Percent of Budget</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>
<b>Total Operating Expenses</b>	<b>\$489,576.00</b>	<b>\$9,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Capital Outlay</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Direct Expenses Total</b>	<b>\$1,348,456.00</b>	<b>\$14,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Percent of Budget</b>	<b>100.0%</b>	<b>100.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>

Last Modified: 03/16/2023

All City Grant items listed must be included in the narrative section of the budget.

## Payment Contingencies

In addition to all other requirements provided in the Contract, payment for the Services shall also be contingent upon FFNF's satisfactory performance of the following items, as determined by the City:

1. Compliance with the terms of the Contract;
2. Confirmation that food related purchases did not exceed five-percent (5%) of total amount of the Contract;
3. Confirmation that travel related expenses comply with the City's chapter 106, part 7, Jacksonville Ordinance Code; and
4. Confirmation that the Services were performed in alignment with the Violence Reduction Strategy and the Program.

Each payment request shall be submitted on or before the 15th of each month for Services performed during the previous month and shall include the following information:

1. The current amount of payment requested with backup documentation (*i.e.*, invoices, receipts, estimates, etc.) to justify such amount;
2. The cumulative amount previously paid under the Contract;
3. Certification by FFNF that all invoices for which disbursement has previously been made have been paid;
4. The total amount of Services provided since the last invoice and to date;
5. Any other backup documentation or information as may reasonably be necessary for the City to determine that funds have been spent for the Services; and
6. Shall certify that the request for reimbursement, progress and financial reports do not include any information that would constitute a false official statement as defined in section 837.06, Florida Statutes.



✓ Award Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**



Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

#### 4

##### OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

#### 5

##### Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

#### 6

##### Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

#### 7

##### Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine

that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54



The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

## 11

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

## 12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## 13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 14

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## 15

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## 16

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## 17

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 18

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## 20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including

U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## 21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## 22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

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On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## 23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

## 24

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 25

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions apply to the Contract

law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## 27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## 28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## 29

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a false or fraudulent invoice, or (2) committed a criminal or civil violation of laws pertaining to fraud, waste, and abuse, and similar misconduct. **Revised Exhibit 3 Rev Contract**

of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

### 30

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

### 31

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

### 32

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

### 33

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

### 34

#### Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

### 35

#### Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

### 36

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

### 37

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

### 38

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial **Revised Exhibit 3** guidance on allowable printing and publication activities.



### 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

### 40

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

### 41

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

### 42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

### 43

Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

### 44

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government.

government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

#### 45

Within 90 days after the budget approval, the recipient must submit to BJA a Memorandum of Agreement (MOA) that outlines specific roles, responsibilities, and expectations of the fiscal agent, law enforcement agency (if not the fiscal agent), and the research partner or team. The MOA must be signed by the research partner or team and the designated officials within the fiscal agent and police department (if they are separate agencies). The grantee also agrees to notify BJA of any changes in the status or duties of the partners included in the MOA.

#### 46

Recipient understands and agrees to report on the use and status of real property acquired, constructed, or improved under this award, throughout the useful life of the property or until the federal interest in the property ceases, whichever is shorter. Recipient further agrees to provide the required use and status reports on federal Standard Form 429 and accompanying addenda, as directed by OJP, in conformance with 2 C.F.R. 300.330. Recipient must submit its initial report not later than 90 days after completion of the project or of grant close-out, whichever is earlier, and submit status reports annually, as directed. Additional information about this requirement may be found online at <https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/realpropertyfaq.pdf>.

#### 47

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

#### 48

Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued an Award Condition Modification (ACM) informing the recipient of the approval.

#### 49

The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$10,000 for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) have reviewed and approved the recipient's budget and budget narrative, and an Award Condition Modification (ACM) has been issued to remove this award condition.

#### 50

The recipient agrees that no funds under this grant award (including via subcontract or subaward, a ~~new~~ **Contract**

tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

[Load more](#)

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## ▼ Award Acceptance

### Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

#### Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/27/22 1:23 PM

**Authorized Representative**

**Revised Exhibit 3**  
**Rev Contract**  
**April 1, 2024 - NCSPHS**  
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Declaration and Certification

**Entity Acceptance**

Title of Authorized Entity Official

Grant Administrator

Name of Authorized Entity Official

Kendra Mervin

Signed Date And Time

10/3/2022 1:52 PM

## EXHIBIT D

### INDEMNIFICATION

FFNF and its subcontractors (as applicable) (collectively, the “**Indemnifying Parties**”) shall hold harmless, indemnify, and defend the City and its 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 Contract, operations, services, or work performed hereunder; and

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

3. *Intellectual Property Liability*, to the extent the Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in the Contract, constitutes an infringement of any trademark, copyright, patent, trade secret, or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the 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 the Contract, 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 Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08, 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 E**

**INSURANCE REQUIREMENTS**

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

**Insurance Coverages**

<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 FFNF (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 Risk Management Division. 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 Contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three-year reporting option beyond the annual expiration date of the policy.

<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 shall be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract. If provided on a Claims Made Form, the coverages must respond to all claims reported within three 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.** FFNF shall provide the City with certificates of insurance that show the corresponding city contract number or bid number in the description, additional insureds, and 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 West Duval Street, Suite 335, Jacksonville, Florida 32202.
- B. **Additional Insured.** All insurance except workers' compensation, professional liability, shall be endorsed to name the City and its members, officers, officials, employees, and agents as additional insured. Additional insured for general liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, and for automobile liability in a form no more restrictive than CA2048.
- C. **Waiver of Subrogation.** All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City and its members, officers, officials, employees, and agents.
- D. **Carrier Qualifications.** The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- E. **FFNF's Insurance Primary.** The insurance provided by FFNF shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or its members, officials, officers, employees, and agents.
- F. **Deductible or Self-Insured Retention Provisions.** All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured FFNF. Under no circumstances will

the City or its members, officers, officials, employees, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

- G. **FFNF's Insurance Additional Remedy.** Compliance with the insurance requirements of this Contract shall not limit the liability of FFNF or its contractors, subcontractors, employees, or agents to the City or its members, officers, officials, employees, and agents and shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- H. **Waiver/Estoppel.** Neither approval by the City nor its failure to disapprove the insurance furnished by FFNF shall relieve FFNF of its full responsibility to provide insurance as required under this Contract.
- I. **Notice.** FFNF shall provide an endorsement issued by the insurer to provide the City 30 days' prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, FFNF shall provide 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 FFNF under this Contract shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.
- K. **Additional Insurance.** Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City and its members, officers, officials, employees, and agents also be named as an Additional Insured.
- L. **Special Provisions.** Prior to executing this Contract, FFNF shall present the Contract and insurance requirements to its insurance agent affirming that: (1) the agent has personally reviewed the insurance requirements of the Contract; and (2) the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of FFNF.