

**MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
BIG BROTHERS BIG SISTERS OF NORTHEAST FLORIDA**

**THIS MISCELLANEOUS APPROPRIATIONS AGREEMENT** (the “Agreement”) is made and entered into in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the City of Jacksonville, a municipal corporation in Duval County, Florida (hereinafter the “CITY”), for and on behalf of the Jacksonville Sheriff’s Office(hereinafter “JSO”), and Big Brothers Big Sisters of Northeast Florida (hereinafter the “**RECIPIENT**”).

**WITNESSETH:**

**WHEREAS**, Ordinance 2021-\_\_\_ of the City of Jacksonville has appropriated the sum of FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00) to **RECIPIENT** to conduct a program or activity generally described as Bigs in Badges and more particularly described in the “Office of the Sheriff Contraband Forfeiture Act Funding Application” (the “Program”); and,

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

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

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

**I. INCORPORATION OF RECITALS:**

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

**II. GENERAL CONDITIONS:**

- A. **RECIPIENT** shall provide services as outlined in the referenced Office of the Sheriff Contraband Forfeiture Act Funding Application as set forth in Exhibit “A” (Statement of Work). Said Exhibit “A” outlines the budgeted use of City Funds and Program Goals and Objectives/Outcomes, which are, by this reference, incorporated herein and made a part of this Agreement. Notwithstanding any provision in this Agreement or any of its Exhibits to the

contrary, the funds provided pursuant to this Agreement shall be spent only for the Program. Such expenditure of funds shall be monitored pursuant to the budgetary accounting system established in Article II, Section B, Paragraph 5 of this Agreement.

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

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

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

This report shall be due within 120 days of the close of **RECIPIENT**'s fiscal year. If the audit report does not address compliance with this Agreement, an annual report of receipts and expenditures must be provided in accordance with Section II.B.6.c of this Agreement.

- e) In the case of each **RECIPIENT** receiving funding, either from one **CITY** funding source or cumulatively from several **CITY** funding sources, an amount in excess of \$750,000, furnishing **CITY** a copy of an audit report conducted in accordance with both GAGAS and Government Auditing Standards (GAS) issued by the Comptroller General of the United States, and if applicable the provisions of Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter II, Part 200, Subpart F – Audit Requirements, of its financial affairs for its fiscal year ending within the current fiscal year of **CITY** made by an independent certified public accountant. This report shall be due within 120 days of the close of **RECIPIENT**'s fiscal year. If the audit report does not address compliance with this Agreement, an annual report of receipts and expenditures must be provided in accordance with Section II.B.6.c of this Agreement.

### III. ASSIGNMENT AND SUBCONTRACTS:

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

provision of this clause and no such approval by **CITY** of any subcontracts shall be deemed in any event or manner to provide for the incurrence of any obligation of **CITY** in addition to the total agreed upon price contained herein.

#### IV. EFFECTIVE DATE:

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

#### V. PAYMENT:

Notwithstanding the provisions of Sections 110.112, *Ordinance Code*, **CITY** agrees to pay **RECIPIENT** the total sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) for Bigs in Badges, payable within thirty (30) days after execution of this Agreement.

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

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

#### **VI. TECHNICAL ASSISTANCE:**

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

#### **VII. PROGRESS REPORTS/PROGRAM MONITORING:**

- A. The JSO's Budget & Management Division will monitor the Program goals and objectives. Failure of **RECIPIENT** to at least maintain sufficient progress in these areas may be grounds for termination of this Agreement.
- B. Failure to provide reports as required herein shall result in a certification from the JSO that no further funds shall be disbursed until such reports are provided,

received, and approved by the JSO and the JSO certifies a restoration of entitlement. The first progress report is due no less than 180 days after execution of this Agreement. A final progress report that contains, at a minimum, the progress made on the Program goals and objectives related to this Agreement is due within 45 days of the Agreement's year end. Additional progress reports may be requested at the discretion of the JSO.

#### **VIII. INTEREST OF CITY OFFICERS/EMPLOYEES AND OTHERS:**

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

#### **IX. INTEREST OF THE RECIPIENT:**

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

#### **X. PERSONNEL:**

- A. **RECIPIENT** acknowledges that any personnel paid or hired as a result of the Agreement shall not be employees of or have any contractual relationship with **CITY**.
- B. All services required hereunder will be performed by **RECIPIENT** or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or licensed under appropriate state and local law as necessary to perform such services.
- C. **RECIPIENT** will at its sole expense comply with Section 435.04, Florida Statutes, and Section 394.4572, Florida Statutes, and provide for the fingerprinting and screening (Level II Screening) of all employees, staff, and volunteers coming into contact with minor children and developmentally disabled persons prior to beginning any work in the Program and provide that all employees, staff, and volunteers must be rescreened on an annual basis. **RECIPIENT** further agrees to ensure compliance by all subrecipients with the above statutes, as to employees and volunteers of the subrecipients who come into direct contact with minor children and developmentally disabled

persons. Staff and volunteers under eighteen (18) years of age and who are not eligible to be background screened should complete an Affidavit of Good Moral Character. This form is available at the Florida Department of Children and Families (DCF) Website: <https://www.dcf.state.fl.us/programs/backgroundscreening/docs/Affidavit%20of%20Good%20Moral%20Character%20August%202010.pdf>.

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

## XI. RECORDS:

- A. By the acceptance of **CITY** funding, **RECIPIENT** agrees to adhere to all provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), with respect to the receipt, expenditure, and use of public funds from the **CITY**. Therefore, except to the extent prohibited by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as applicable, all the financial, business, and membership records of the person, corporation, foundation, trust, association, group, or organization relative to the grant shall be public records and subject to the provisions of the Public Records Law. Failure of **RECIPIENT** to comply with this requirement will constitute a breach of this Agreement and would cause cancellation of the grant contract and require the return of grant funds to **CITY**.
- B. **RECIPIENT** shall maintain financial and accounting records and conduct transactions in accordance with generally accepted accounting principles and Florida Statutes. These financial records shall be maintained in such a manner as to permit positive and ready identification at all times of any funds received by **RECIPIENT** from **CITY** from the time such funds are actually received by **RECIPIENT** until the time they are actually expended or disbursed by **RECIPIENT** according to the terms of this Agreement.
- C. In addition to other requirements specified in this Agreement, **RECIPIENT** shall maintain financial and accounting records in accordance with Office of



Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230. The aforesaid records shall be made available for audit, copying, or inspection purposes at any time during normal business hours and as often as **CITY** or the JSO may deem necessary.

- D. **RECIPIENT** shall retain for such inspection all of its records and supporting documentation applicable to this Agreement for five (5) years after receipt of final payment from **CITY**.

## **XII. AUDIT:**

- A. In accordance with Section II. B. 6 of this Agreement, **RECIPIENT** at its sole cost and expense shall arrange for an audit of its financial accounts annually by an independent certified public accountant not associated with **RECIPIENT** or the Program and shall provide **CITY** with a copy of said audit or audits covering the period specified in Section II. B. 6 above no later than **one hundred twenty (120) days** after the expiration of **RECIPIENT's** fiscal year or years covering the aforesaid period.
- B. Failure of **RECIPIENT** to provide a copy of a duly executed audit performed in accordance with the preceding guidelines (Section II-B-6) shall constitute a breach of this Agreement and shall stand as grounds for the withholding of funds from any source under this Agreement or any other agreement, and for termination of this Agreement and shall require the return to **CITY** of all funds paid to **RECIPIENT** under the terms of this Agreement.

## **XIII. BUDGET CHANGES:**

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

## **XIV. CONTRACT, SCOPE OF WORK/SERVICES CHANGES:**

- A. **CITY** may, from time to time, require changes in the scope of the work or services of **RECIPIENT** to be performed under this Agreement. Such changes, including any increases or decreases in the amount of **RECIPIENT's** compensation which are mutually agreed upon by **CITY** and **RECIPIENT**, shall

be incorporated in written amendments to this Agreement signed by both parties' authorized representatives.

- B. Any request for change of service delivery site or services provided must be put in writing and approved by **CITY** at least thirty (30) days prior to said changes. Failure to properly notify **CITY** will constitute a breach of this Agreement and will be grounds for termination under Article XVIII.
- C. In the event funds to finance this Agreement become unavailable, **CITY** may terminate this Agreement upon no less than **twenty-four (24) hours'** notice in writing to **RECIPIENT**. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. **CITY** shall be the final authority as to the availability of funds.
- D. Should it become necessary for **CITY** to change the designation of **CITY'S** Contract Administrator, **CITY** shall use its best efforts to notify **RECIPIENT** within 48 hours of such change.

#### **XV. EQUIPMENT PURCHASES:**

- A. Equipment, property, or tangible personal property purchased with **CITY** grant funding with a unit cost of not less than \$1,000.00 and a useful life of one year or more shall be inventoried. **RECIPIENT** shall maintain property inventory records, acquisition documents, and usage records. Upon the expiration of its use for an approved public purpose, the equipment, property, and tangible personal property shall be transferred free and clear of all liens and encumbrances to **CITY** or disposed of as authorized in writing by **CITY**.
- B. **RECIPIENT** agrees to make all reasonable efforts to adhere to the following **CITY** procurement requirements in its purchase of labor, materials, supplies, and equipment that is not deemed sole source:
  - 1. Any purchase up to \$2,500 will require one written quotation.
  - 2. Any purchase of over \$2,501 to \$15,000 will require two written quotations.
  - 3. Any purchase of over \$15,001 to \$30,000 will require three written quotations.
  - 4. Any purchase of over \$30,001 to \$50,000 will require four written quotations.
  - 5. Any purchase of over \$65,000 will require a formal bid procedure (advertising and sealed bids).
- C. Quotations received must include date, time, vendor, telephone number, and person giving the quote. Minority vendors should be included whenever possible.

## **XVI. RESIDUAL FUNDS:**

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

## **XVII. REVERSION OF ASSETS:**

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

## **XVIII. BREACH /TERMINATION:**

- A. If **RECIPIENT** breaches any term of this Agreement, **CITY** may, by written notice of breach to **RECIPIENT**, terminate the whole or any part of this Agreement in any of the following circumstances:
1. If **RECIPIENT** fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
  2. If **RECIPIENT** fails to perform any of the other provisions of this Agreement; or
  3. If **RECIPIENT** fails to correct said breach within the number of days stated in the written notice of breach.

- B. Termination shall be upon no less than twenty-four (24) hours' notice in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- C. Upon receipt of a notice of termination and, except as otherwise directed, **RECIPIENT** shall:
1. Cease working under this Agreement on the date and to the extent specified in the notice of termination.
  2. Place no further orders or subcontracts to the extent that they relate to the performance of the work which was terminated.
  3. Terminate all orders and subcontracts to the extent that they relate to the performance of the work which was terminated.
  4. Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including the final report, without reimbursement for services rendered in completing said reports beyond the termination date.

**XVIX. NOTICE:**

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

For the **CITY**:  
Melissa A. Conger  
Grant Manager  
Jacksonville Sheriff's Office  
501 East Bay Street  
Jacksonville, FL 32202

For the **RECIPIENT**:  
Sara Alford  
Chief Executive Officer  
Big Brothers Big Sisters of NE Florida  
40 E. Adams St., Suite 220  
Jacksonville, FL 32202

## **XX. INDEMNIFICATION:**

- A. **RECIPIENT** shall indemnify, save, and hold **CITY** harmless from any and all actions, claims, or liabilities arising from or out of **RECIPIENT'S** performance or lack of performance under this Agreement. Should **CITY**, as a result of **RECIPIENT'S** performance or lack thereof, be required to reimburse any sums to any entity, federal or state, contributing funds to the Program, or should **CITY** be required to expend **CITY** funds to complete or correct performance of **RECIPIENT** under this Agreement, **RECIPIENT** will immediately refund and reimburse **CITY** for all sums so expended.
  
- B. **RECIPIENT** shall act as an independent contractor and not as an employee of **CITY** in operating the Program. **RECIPIENT** shall provide indemnification and proof of insurance in a manner proscribed in the City of Jacksonville Insurance Requirements and shall furnish a copy of this insurance policy to **CITY** and in accordance with Article XIX of this Agreement.

## **XXI. CIVIL RIGHTS:**

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

## **XXII. EQUAL EMPLOYMENT OPPORTUNITY:**

**RECIPIENT** shall not discriminate directly or indirectly on the grounds of race, color, religion, sex, age, or national origin in its employment practices. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and, selection for training, including

apprenticeship. **RECIPIENT** shall post in conspicuous places available to employees and applicants for employment notices as provided by **CITY** setting forth the provisions of this nondiscrimination clause. **RECIPIENT** shall incorporate this provision in all subcontracts for services provided under this Agreement.

### **XXIII. OTHER CONDITIONS:**

- A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by both parties, and attached to the original of this Agreement. The parties agree to amend this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.
- B. This Agreement shall apply to all funds appropriated during the fiscal year ending September 30, 2021, provided that **CITY** rights and **RECIPIENT'S** duties hereunder shall continue for a period of five (5) years from the date of execution hereof.
- C. Organization-furnished automobiles: That portion of the cost of organization-furnished automobiles that relates to personal use by employees (including transportation to and from work) is unallowable as fringe benefit or indirect costs regardless of whether the cost is reported as taxable income to the employees. These costs are allowable as direct costs to sponsored award when necessary for the performance of the sponsored award and approved by awarding agencies.

### **XXIV. FISCAL YEAR OF RECIPIENT:**

**RECIPIENT'S** fiscal year ends on June 30.

### **XXV. INCORPORATION OF EXHIBITS:**

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

### **XXVI. NEGOTIATED AGREEMENT:**

The parties agree that they have had meaningful discussion and/or negotiation of the provisions, terms, and conditions contained in this Agreement. Therefore, doubtful or ambiguous provisions, if any, contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule commonly referred to as "*Fortius Contra Proferentem*" shall not be applied to this Agreement or any interpretation thereof.

### **XXVII. DUAL PAYMENTS PROHIBITION**

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

## **XXVIII. ENTIRE AGREEMENT**

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

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

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

**ATTEST:**

**CITY OF JACKSONVILLE**

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

By: \_\_\_\_\_  
Lenny Curry  
Mayor

**WITNESS:**

**RECIPIENT**

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

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

**Federal EID#** \_\_\_\_\_

In compliance with the Charter of the City of Jacksonville, I do certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid.

\_\_\_\_\_  
Director of Finance  
Contract Number \_\_\_\_\_

**Law Enforcement Trust Fund**

1Cloud Account Code: 11522.551103.582001.000000.00001428.00000.0000000

Form Approved:

\_\_\_\_\_  
Assistant General Counsel



## EXHIBIT A

### **BIG BROTHERS BIG SISTERS OF NORTHEAST FLORIDA SCOPE OF SERVICES**

The mission of Big Brothers Big Sisters of Northeast Florida is to create and support one-to-one mentoring relationships that ignite the power and promise of youth.

The Bigs in Badges initiative connects children with service men and women, building strong, trusting, and lasting mentoring relationships. The initiative helps create positive associations, build stronger bonds, and increases trust within the community.

Funds from this appropriation (\$15,000.00) will be used towards operational expenses associated with the Bigs in Badges initiative, including personnel expenses and office supplies.

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

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

**THIS MISCELLANEOUS APPROPRIATIONS AGREEMENT** (the "Agreement") is made and entered into in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the City of Jacksonville, a municipal corporation in Duval County, Florida (hereinafter the "CITY"), for and on behalf of the Jacksonville Sheriff's Office(hereinafter "JSO"), and Downtown Vision Alliance, Incorporated (hereinafter the "**RECIPIENT**").

**WITNESSETH:**

**WHEREAS**, Ordinance 2021-\_\_\_ of the City of Jacksonville has appropriated the sum of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) to **RECIPIENT** to conduct a program or activity generally described as the Downtown Ambassador Program and more particularly described in the "Office of the Sheriff Contraband Forfeiture Act Funding Application" (the "Program"); and,

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

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

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

**I. INCORPORATION OF RECITALS:**

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

**II. GENERAL CONDITIONS:**

- A. **RECIPIENT** shall provide services as outlined in the referenced Office of the Sheriff Contraband Forfeiture Act Funding Application as set forth in Exhibit "A" (Statement of Work). Said Exhibit "A" outlines the budgeted use of City Funds and Program Goals and Objectives/Outcomes, which are, by this reference, incorporated herein and made a part of this Agreement. Notwithstanding any provision in this Agreement or any of its Exhibits to the

contrary, the funds provided pursuant to this Agreement shall be spent only for the Program. Such expenditure of funds shall be monitored pursuant to the budgetary accounting system established in Article II, Section B, Paragraph 5 of this Agreement.

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

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

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

This report shall be due within 120 days of the close of **RECIPIENT**'s fiscal year. If the audit report does not address compliance with this Agreement, an annual report of receipts and expenditures must be provided in accordance with Section II.B.6.c of this Agreement.

- e) In the case of each **RECIPIENT** receiving funding, either from one **CITY** funding source or cumulatively from several **CITY** funding sources, an amount in excess of \$750,000, furnishing **CITY** a copy of an audit report conducted in accordance with both GAGAS and Government Auditing Standards (GAS) issued by the Comptroller General of the United States, and if applicable the provisions of Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter II, Part 200, Subpart F – Audit Requirements, of its financial affairs for its fiscal year ending within the current fiscal year of **CITY** made by an independent certified public accountant. This report shall be due within 120 days of the close of **RECIPIENT**'s fiscal year. If the audit report does not address compliance with this Agreement, an annual report of receipts and expenditures must be provided in accordance with Section II.B.6.c of this Agreement.

### III. ASSIGNMENT AND SUBCONTRACTS:

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

provision of this clause and no such approval by **CITY** of any subcontracts shall be deemed in any event or manner to provide for the incurrence of any obligation of **CITY** in addition to the total agreed upon price contained herein.

#### IV. EFFECTIVE DATE:

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

#### V. PAYMENT:

Notwithstanding the provisions of Sections 110.112, *Ordinance Code*, **CITY** agrees to pay **RECIPIENT** the total sum of TEN THOUSAND DOLLARS (\$10,000.00) for Downtown Vision Alliance, Incorporated, payable within thirty (30) days after execution of this Agreement.

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

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

#### **VI. TECHNICAL ASSISTANCE:**

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

#### **VII. PROGRESS REPORTS/PROGRAM MONITORING:**

- A. The JSO's Budget & Management Division will monitor the Program goals and objectives. Failure of **RECIPIENT** to at least maintain sufficient progress in these areas may be grounds for termination of this Agreement.
- B. Failure to provide reports as required herein shall result in a certification from the JSO that no further funds shall be disbursed until such reports are provided,

received, and approved by the JSO and the JSO certifies a restoration of entitlement. The first progress report is due no less than 180 days after execution of this Agreement. A final progress report that contains, at a minimum, the progress made on the Program goals and objectives related to this Agreement is due within 45 days of the Agreement's year end. Additional progress reports may be requested at the discretion of the JSO.

#### **VIII. INTEREST OF CITY OFFICERS/EMPLOYEES AND OTHERS:**

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

#### **IX. INTEREST OF THE RECIPIENT:**

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

#### **X. PERSONNEL:**

- A. **RECIPIENT** acknowledges that any personnel paid or hired as a result of the Agreement shall not be employees of or have any contractual relationship with **CITY**.
- B. All services required hereunder will be performed by **RECIPIENT** or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or licensed under appropriate state and local law as necessary to perform such services.
- C. **RECIPIENT** will at its sole expense comply with Section 435.04, Florida Statutes, and Section 394.4572, Florida Statutes, and provide for the fingerprinting and screening (Level II Screening) of all employees, staff, and volunteers coming into contact with minor children and developmentally disabled persons prior to beginning any work in the Program and provide that all employees, staff, and volunteers must be rescreened on an annual basis. **RECIPIENT** further agrees to ensure compliance by all subrecipients with the above statutes, as to employees and volunteers of the subrecipients who come into direct contact with minor children and developmentally disabled



persons. Staff and volunteers under eighteen (18) years of age and who are not eligible to be background screened should complete an Affidavit of Good Moral Character. This form is available at the Florida Department of Children and Families (DCF) Website: <https://www.dcf.state.fl.us/programs/backgroundscreening/docs/Affidavit%20of%20Good%20Moral%20Character%20August%202010.pdf>.

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

## XI. RECORDS:

- A. By the acceptance of **CITY** funding, **RECIPIENT** agrees to adhere to all provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), with respect to the receipt, expenditure, and use of public funds from the **CITY**. Therefore, except to the extent prohibited by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as applicable, all the financial, business, and membership records of the person, corporation, foundation, trust, association, group, or organization relative to the grant shall be public records and subject to the provisions of the Public Records Law. Failure of **RECIPIENT** to comply with this requirement will constitute a breach of this Agreement and would cause cancellation of the grant contract and require the return of grant funds to **CITY**.
- B. **RECIPIENT** shall maintain financial and accounting records and conduct transactions in accordance with generally accepted accounting principles and Florida Statutes. These financial records shall be maintained in such a manner as to permit positive and ready identification at all times of any funds received by **RECIPIENT** from **CITY** from the time such funds are actually received by **RECIPIENT** until the time they are actually expended or disbursed by **RECIPIENT** according to the terms of this Agreement.
- C. In addition to other requirements specified in this Agreement, **RECIPIENT** shall maintain financial and accounting records in accordance with Office of

Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230. The aforesaid records shall be made available for audit, copying, or inspection purposes at any time during normal business hours and as often as **CITY** or the JSO may deem necessary.

- D. **RECIPIENT** shall retain for such inspection all of its records and supporting documentation applicable to this Agreement for five (5) years after receipt of final payment from **CITY**.

## **XII. AUDIT:**

- A. In accordance with Section II. B. 6 of this Agreement, **RECIPIENT** at its sole cost and expense shall arrange for an audit of its financial accounts annually by an independent certified public accountant not associated with **RECIPIENT** or the Program and shall provide **CITY** with a copy of said audit or audits covering the period specified in Section II. B. 6 above no later than **one hundred twenty (120) days** after the expiration of **RECIPIENT's** fiscal year or years covering the aforesaid period.
- B. Failure of **RECIPIENT** to provide a copy of a duly executed audit performed in accordance with the preceding guidelines (Section II-B-6) shall constitute a breach of this Agreement and shall stand as grounds for the withholding of funds from any source under this Agreement or any other agreement, and for termination of this Agreement and shall require the return to **CITY** of all funds paid to **RECIPIENT** under the terms of this Agreement.

## **XIII. BUDGET CHANGES:**

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

## **XIV. CONTRACT, SCOPE OF WORK/SERVICES CHANGES:**

- A. **CITY** may, from time to time, require changes in the scope of the work or services of **RECIPIENT** to be performed under this Agreement. Such changes, including any increases or decreases in the amount of **RECIPIENT's** compensation which are mutually agreed upon by **CITY** and **RECIPIENT**, shall

be incorporated in written amendments to this Agreement signed by both parties' authorized representatives.

- B. Any request for change of service delivery site or services provided must be put in writing and approved by **CITY** at least thirty (30) days prior to said changes. Failure to properly notify **CITY** will constitute a breach of this Agreement and will be grounds for termination under Article XVIII.
- C. In the event funds to finance this Agreement become unavailable, **CITY** may terminate this Agreement upon no less than **twenty-four (24) hours'** notice in writing to **RECIPIENT**. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. **CITY** shall be the final authority as to the availability of funds.
- D. Should it become necessary for **CITY** to change the designation of **CITY'S** Contract Administrator, **CITY** shall use its best efforts to notify **RECIPIENT** within 48 hours of such change.

#### **XV. EQUIPMENT PURCHASES:**

- A. Equipment, property, or tangible personal property purchased with **CITY** grant funding with a unit cost of not less than \$1,000.00 and a useful life of one year or more shall be inventoried. **RECIPIENT** shall maintain property inventory records, acquisition documents, and usage records. Upon the expiration of its use for an approved public purpose, the equipment, property, and tangible personal property shall be transferred free and clear of all liens and encumbrances to **CITY** or disposed of as authorized in writing by **CITY**.
- B. **RECIPIENT** agrees to make all reasonable efforts to adhere to the following **CITY** procurement requirements in its purchase of labor, materials, supplies, and equipment that is not deemed sole source:
  - 1. Any purchase up to \$2,500 will require one written quotation.
  - 2. Any purchase of over \$2,501 to \$15,000 will require two written quotations.
  - 3. Any purchase of over \$15,001 to \$30,000 will require three written quotations.
  - 4. Any purchase of over \$30,001 to \$50,000 will require four written quotations.
  - 5. Any purchase of over \$65,000 will require a formal bid procedure (advertising and sealed bids).
- C. Quotations received must include date, time, vendor, telephone number, and person giving the quote. Minority vendors should be included whenever possible.

## **XVI. RESIDUAL FUNDS:**

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

## **XVII. REVERSION OF ASSETS:**

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

## **XVIII. BREACH /TERMINATION:**

- A. If **RECIPIENT** breaches any term of this Agreement, **CITY** may, by written notice of breach to **RECIPIENT**, terminate the whole or any part of this Agreement in any of the following circumstances:
1. If **RECIPIENT** fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
  2. If **RECIPIENT** fails to perform any of the other provisions of this Agreement; or
  3. If **RECIPIENT** fails to correct said breach within the number of days stated in the written notice of breach.

- B. Termination shall be upon no less than twenty-four (24) hours' notice in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- C. Upon receipt of a notice of termination and, except as otherwise directed, **RECIPIENT** shall:
1. Cease working under this Agreement on the date and to the extent specified in the notice of termination.
  2. Place no further orders or subcontracts to the extent that they relate to the performance of the work which was terminated.
  3. Terminate all orders and subcontracts to the extent that they relate to the performance of the work which was terminated.
  4. Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including the final report, without reimbursement for services rendered in completing said reports beyond the termination date.

**XVIX. NOTICE:**

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

For the **CITY**:  
Melissa A. Conger  
Grant Manager  
Jacksonville Sheriff's Office  
501 East Bay Street  
Jacksonville, FL 32202

For the **RECIPIENT**:  
Eric Miller  
Vice President of District Services  
Downtown Vision Alliance, Inc.  
214 N. Hogan St., Ste. 120  
Jacksonville, FL 32202

## **XX. INDEMNIFICATION:**

- A. **RECIPIENT** shall indemnify, save, and hold **CITY** harmless from any and all actions, claims, or liabilities arising from or out of **RECIPIENT'S** performance or lack of performance under this Agreement. Should **CITY**, as a result of **RECIPIENT'S** performance or lack thereof, be required to reimburse any sums to any entity, federal or state, contributing funds to the Program, or should **CITY** be required to expend **CITY** funds to complete or correct performance of **RECIPIENT** under this Agreement, **RECIPIENT** will immediately refund and reimburse **CITY** for all sums so expended.
- B. **RECIPIENT** shall act as an independent contractor and not as an employee of **CITY** in operating the Program. **RECIPIENT** shall provide indemnification and proof of insurance in a manner proscribed in the City of Jacksonville Insurance Requirements and shall furnish a copy of this insurance policy to **CITY** and in accordance with Article XIX of this Agreement.

## **XXI. CIVIL RIGHTS:**

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

## **XXII. EQUAL EMPLOYMENT OPPORTUNITY:**

**RECIPIENT** shall not discriminate directly or indirectly on the grounds of race, color, religion, sex, age, or national origin in its employment practices. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and, selection for training, including

apprenticeship. **RECIPIENT** shall post in conspicuous places available to employees and applicants for employment notices as provided by **CITY** setting forth the provisions of this nondiscrimination clause. **RECIPIENT** shall incorporate this provision in all subcontracts for services provided under this Agreement.

### **XXIII. OTHER CONDITIONS:**

- A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by both parties, and attached to the original of this Agreement. The parties agree to amend this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.
- B. This Agreement shall apply to all funds appropriated during the fiscal year ending September 30, 2021, provided that **CITY** rights and **RECIPIENT'S** duties hereunder shall continue for a period of five (5) years from the date of execution hereof.
- C. Organization-furnished automobiles: That portion of the cost of organization-furnished automobiles that relates to personal use by employees (including transportation to and from work) is unallowable as fringe benefit or indirect costs regardless of whether the cost is reported as taxable income to the employees. These costs are allowable as direct costs to sponsored award when necessary for the performance of the sponsored award and approved by awarding agencies.

### **XXIV. FISCAL YEAR OF RECIPIENT:**

**RECIPIENT'S** fiscal year ends on September 30.

### **XXV. INCORPORATION OF EXHIBITS:**

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

### **XXVI. NEGOTIATED AGREEMENT:**

The parties agree that they have had meaningful discussion and/or negotiation of the provisions, terms, and conditions contained in this Agreement. Therefore, doubtful or ambiguous provisions, if any, contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule commonly referred to as "*Fortius Contra Proferentem*" shall not be applied to this Agreement or any interpretation thereof.

### **XXVII. DUAL PAYMENTS PROHIBITION**

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

## **XXVIII. ENTIRE AGREEMENT**

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

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



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

**ATTEST:**

**CITY OF JACKSONVILLE**

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

By: \_\_\_\_\_  
Lenny Curry  
Mayor

**WITNESS:**

**RECIPIENT**

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

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

**Federal EID#** \_\_\_\_\_

In compliance with the Charter of the City of Jacksonville, I do certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid.

\_\_\_\_\_  
Director of Finance  
Contract Number \_\_\_\_\_

**Law Enforcement Trust Fund**

1Cloud Account Code: 11522.551103.582001.000000.00001428.00000.0000000

Form Approved:

\_\_\_\_\_  
Assistant General Counsel

## EXHIBIT A

### DOWNTOWN VISION ALLIANCE, INCORPORATED SCOPE OF SERVICES

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

The Downtown Ambassador Program maintains and enhances downtown Jacksonville, providing a clean, safe, and hospitable environment.

Funds from this appropriation (\$10,000.00) will be used towards operational expenses associated with the Downtown Ambassador Program, including personnel expenses.

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

**MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
FLORIDA SHERIFFS YOUTH RANCHES, INCORPORATED**

**THIS MISCELLANEOUS APPROPRIATIONS AGREEMENT** (the "Agreement") is made and entered into in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the City of Jacksonville, a municipal corporation in Duval County, Florida (hereinafter the "CITY"), for and on behalf of the Jacksonville Sheriff's Office (hereinafter "JSO"), and Florida Sheriffs Youth Ranches, Incorporated (hereinafter the "**RECIPIENT**").

**WITNESSETH:**

**WHEREAS**, Ordinance 2021-\_\_\_ of the City of Jacksonville has appropriated the sum of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) to **RECIPIENT** to conduct a program or activity generally described as the Camp Sorenson and more particularly described in the "Office of the Sheriff Contraband Forfeiture Act Funding Application" (the "Program"); and,

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

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

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

**I. INCORPORATION OF RECITALS:**

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

**II. GENERAL CONDITIONS:**

- A. **RECIPIENT** shall provide services as outlined in the referenced Office of the Sheriff Contraband Forfeiture Act Funding Application as set forth in Exhibit "A" (Statement of Work). Said Exhibit "A" outlines the budgeted use of City Funds and Program Goals and Objectives/Outcomes, which are, by this reference, incorporated herein and made a part of this Agreement.

Notwithstanding any provision in this Agreement or any of its Exhibits to the contrary, the funds provided pursuant to this Agreement shall be spent only for the Program. Such expenditure of funds shall be monitored pursuant to the budgetary accounting system established in Article II, Section B, Paragraph 5 of this Agreement.

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

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

political subdivision are considered a cost of general state or local government and are not allowable.

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

(GAGAS) issued by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA). This report shall be due within 120 days of the close of **RECIPIENT**'s fiscal year. If the audit report does not address compliance with this Agreement, an annual report of receipts and expenditures must be provided in accordance with Section II.B.6.c of this Agreement.

- e) In the case of each **RECIPIENT** receiving funding, either from one **CITY** funding source or cumulatively from several **CITY** funding sources, an amount in excess of \$750,000, furnishing **CITY** a copy of an audit report conducted in accordance with both GAGAS and Government Auditing Standards (GAS) issued by the Comptroller General of the United States, and if applicable the provisions of Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter II, Part 200, Subpart F – Audit Requirements, of its financial affairs for its fiscal year ending within the current fiscal year of **CITY** made by an independent certified public accountant. This report shall be due within 120 days of the close of **RECIPIENT**'s fiscal year. If the audit report does not address compliance with this Agreement, an annual report of receipts and expenditures must be provided in accordance with Section II.B.6.c of this Agreement.

### III. ASSIGNMENT AND SUBCONTRACTS:

- A. **RECIPIENT** shall not assign any rights or duties under this Agreement to any other party not specifically identified in the Application for funding without the prior written permission of **CITY**. If **RECIPIENT** attempts to assign any rights or duties without securing prior written permission, this Agreement shall be declared void by **CITY** and **RECIPIENT** thereupon agrees to remit to **CITY** all payments made pursuant to this Agreement which are unspent by **RECIPIENT** at the time of such assignment without permission within five (5) days from demand.
- B. **RECIPIENT** shall not enter into any additional subcontracts for any of the work contemplated under this Agreement without obtaining the prior written approval of **CITY**, which written approval shall be attached to the original Agreement and subject to such conditions and provisions as **CITY** may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for purchase by **RECIPIENT** of such articles, supplies, equipment, and services

which are both necessary and incidental to the performance of the work required under this Agreement; and provided further, however, that no provision of this clause and no such approval by **CITY** of any subcontracts shall be deemed in any event or manner to provide for the incurrence of any obligation of **CITY** in addition to the total agreed upon price contained herein.

**IV. EFFECTIVE DATE:**

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

**V. PAYMENT:**

Notwithstanding the provisions of Sections 110.112, *Ordinance Code*, **CITY** agrees to pay **RECIPIENT** the total sum of TWENTY THOUSAND DOLLARS (\$20,000.00) for Camp Sorenson, payable within thirty (30) days after execution of this Agreement.

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

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

#### **VI. TECHNICAL ASSISTANCE:**

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

#### **VII. PROGRESS REPORTS/PROGRAM MONITORING:**

- A. The JSO's Budget & Management Division will monitor the Program goals and objectives. Failure of **RECIPIENT** to at least maintain sufficient progress in these areas may be grounds for termination of this Agreement.



- B. Failure to provide reports as required herein shall result in a certification from the JSO that no further funds shall be disbursed until such reports are provided, received, and approved by the JSO and the JSO certifies a restoration of entitlement. The first progress report is due no less than 180 days after execution of this Agreement. A final progress report that contains, at a minimum, the progress made on the Program goals and objectives related to this Agreement is due within 45 days of the Agreement's year end. Additional progress reports may be requested at the discretion of the JSO.

**VIII. INTEREST OF CITY OFFICERS/EMPLOYEES AND OTHERS:**

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

**IX. INTEREST OF THE RECIPIENT:**

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

**X. PERSONNEL:**

- A. **RECIPIENT** acknowledges that any personnel paid or hired as a result of the Agreement shall not be employees of or have any contractual relationship with **CITY**.
- B. All services required hereunder will be performed by **RECIPIENT** or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or licensed under appropriate state and local law as necessary to perform such services.
- C. **RECIPIENT** will at its sole expense comply with Section 435.04, Florida Statutes, and Section 394.4572, Florida Statutes, and provide for the fingerprinting and screening (Level II Screening) of all employees, staff, and volunteers coming into contact with minor children and developmentally disabled persons prior to beginning any work in the Program and provide that all employees, staff, and volunteers must be rescreened on an annual basis. **RECIPIENT** further agrees to ensure compliance by all subrecipients with the

above statutes, as to employees and volunteers of the subrecipients who come into direct contact with minor children and developmentally disabled persons. Staff and volunteers under eighteen (18) years of age and who are not eligible to be background screened should complete an Affidavit of Good Moral Character. This form is available at the Florida Department of Children and Families (DCF) Website: <https://www.dcf.state.fl.us/programs/backgroundscreening/docs/Affidavit%20of%20Good%20Moral%20Character%20August%202010.pdf>.

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

#### XI. RECORDS:

- A. By the acceptance of **CITY** funding, **RECIPIENT** agrees to adhere to all provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), with respect to the receipt, expenditure, and use of public funds from the **CITY**. Therefore, except to the extent prohibited by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as applicable, all the financial, business, and membership records of the person, corporation, foundation, trust, association, group, or organization relative to the grant shall be public records and subject to the provisions of the Public Records Law. Failure of **RECIPIENT** to comply with this requirement will constitute a breach of this Agreement and would cause cancellation of the grant contract and require the return of grant funds to **CITY**.
- B. **RECIPIENT** shall maintain financial and accounting records and conduct transactions in accordance with generally accepted accounting principles and Florida Statutes. These financial records shall be maintained in such a manner as to permit positive and ready identification at all times of any funds received by **RECIPIENT** from **CITY** from the time such funds are actually received by **RECIPIENT** until the time they are actually expended or disbursed by **RECIPIENT** according to the terms of this Agreement.

- C. In addition to other requirements specified in this Agreement, **RECIPIENT** shall maintain financial and accounting records in accordance with Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230. The aforesaid records shall be made available for audit, copying, or inspection purposes at any time during normal business hours and as often as **CITY** or the JSO may deem necessary.
- D. **RECIPIENT** shall retain for such inspection all of its records and supporting documentation applicable to this Agreement for five (5) years after receipt of final payment from **CITY**.

## **XII. AUDIT:**

- A. In accordance with Section II. B. 6 of this Agreement, **RECIPIENT** at its sole cost and expense shall arrange for an audit of its financial accounts annually by an independent certified public accountant not associated with **RECIPIENT** or the Program and shall provide **CITY** with a copy of said audit or audits covering the period specified in Section II. B. 6 above no later than **one hundred twenty (120) days** after the expiration of **RECIPIENT's** fiscal year or years covering the aforesaid period.
- B. Failure of **RECIPIENT** to provide a copy of a duly executed audit performed in accordance with the preceding guidelines (Section II-B-6) shall constitute a breach of this Agreement and shall stand as grounds for the withholding of funds from any source under this Agreement or any other agreement, and for termination of this Agreement and shall require the return to **CITY** of all funds paid to **RECIPIENT** under the terms of this Agreement.

## **XIII. BUDGET CHANGES:**

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

## **XIV. CONTRACT, SCOPE OF WORK/SERVICES CHANGES:**

- A. **CITY** may, from time to time, require changes in the scope of the work or services of **RECIPIENT** to be performed under this Agreement. Such changes, including any increases or decreases in the amount of **RECIPIENT's**

compensation which are mutually agreed upon by **CITY** and **RECIPIENT**, shall be incorporated in written amendments to this Agreement signed by both parties' authorized representatives.

- B. Any request for change of service delivery site or services provided must be put in writing and approved by **CITY** at least thirty (30) days prior to said changes. Failure to properly notify **CITY** will constitute a breach of this Agreement and will be grounds for termination under Article XVIII.
- C. In the event funds to finance this Agreement become unavailable, **CITY** may terminate this Agreement upon no less than **twenty-four (24) hours'** notice in writing to **RECIPIENT**. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. **CITY** shall be the final authority as to the availability of funds.
- D. Should it become necessary for **CITY** to change the designation of **CITY'S** Contract Administrator, **CITY** shall use its best efforts to notify **RECIPIENT** within 48 hours of such change.

#### **XV. EQUIPMENT PURCHASES:**

- A. Equipment, property, or tangible personal property purchased with **CITY** grant funding with a unit cost of not less than \$1,000.00 and a useful life of one year or more shall be inventoried. **RECIPIENT** shall maintain property inventory records, acquisition documents, and usage records. Upon the expiration of its use for an approved public purpose, the equipment, property, and tangible personal property shall be transferred free and clear of all liens and encumbrances to **CITY** or disposed of as authorized in writing by **CITY**.
- B. **RECIPIENT** agrees to make all reasonable efforts to adhere to the following **CITY** procurement requirements in its purchase of labor, materials, supplies, and equipment that is not deemed sole source:
  - 1. Any purchase up to \$2,500 will require one written quotation.
  - 2. Any purchase of over \$2,501 to \$15,000 will require two written quotations.
  - 3. Any purchase of over \$15,001 to \$30,000 will require three written quotations.
  - 4. Any purchase of over \$30,001 to \$50,000 will require four written quotations.
  - 5. Any purchase of over \$65,000 will require a formal bid procedure (advertising and sealed bids).
- C. Quotations received must include date, time, vendor, telephone number, and person giving the quote. Minority vendors should be included whenever possible.

## **XVI. RESIDUAL FUNDS:**

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

## **XVII. REVERSION OF ASSETS:**

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

## **XVIII. BREACH /TERMINATION:**

- A. If **RECIPIENT** breaches any term of this Agreement, **CITY** may, by written notice of breach to **RECIPIENT**, terminate the whole or any part of this Agreement in any of the following circumstances:
1. If **RECIPIENT** fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
  2. If **RECIPIENT** fails to perform any of the other provisions of this Agreement; or

3. If **RECIPIENT** fails to correct said breach within the number of days stated in the written notice of breach.
- B. Termination shall be upon no less than twenty-four (24) hours' notice in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
  - C. Upon receipt of a notice of termination and, except as otherwise directed, **RECIPIENT** shall:
    1. Cease working under this Agreement on the date and to the extent specified in the notice of termination.
    2. Place no further orders or subcontracts to the extent that they relate to the performance of the work which was terminated.
    3. Terminate all orders and subcontracts to the extent that they relate to the performance of the work which was terminated.
    4. Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including the final report, without reimbursement for services rendered in completing said reports beyond the termination date.

**XVIX. NOTICE:**

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

For the **CITY**:  
Melissa A. Conger  
Grant Manager  
Jacksonville Sheriff's Office  
501 East Bay Street  
Jacksonville, FL 32202

For the **RECIPIENT**:  
Maria Knapp  
VP, Donor & Legislative Affairs  
Florida Sheriffs Youth Ranches, Inc.  
PO Box 2000  
Boys Ranch, FL 32064

## **XX. INDEMNIFICATION:**

- A. **RECIPIENT** shall indemnify, save, and hold **CITY** harmless from any and all actions, claims, or liabilities arising from or out of **RECIPIENT'S** performance or lack of performance under this Agreement. Should **CITY**, as a result of **RECIPIENT'S** performance or lack thereof, be required to reimburse any sums to any entity, federal or state, contributing funds to the Program, or should **CITY** be required to expend **CITY** funds to complete or correct performance of **RECIPIENT** under this Agreement, **RECIPIENT** will immediately refund and reimburse **CITY** for all sums so expended.
- B. **RECIPIENT** shall act as an independent contractor and not as an employee of **CITY** in operating the Program. **RECIPIENT** shall provide indemnification and proof of insurance in a manner proscribed in the City of Jacksonville Insurance Requirements and shall furnish a copy of this insurance policy to **CITY** and in accordance with Article XIX of this Agreement.

## **XXI. CIVIL RIGHTS:**

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

## **XXII. EQUAL EMPLOYMENT OPPORTUNITY:**

**RECIPIENT** shall not discriminate directly or indirectly on the grounds of race, color, religion, sex, age, or national origin in its employment practices. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and, selection for training, including

apprenticeship. **RECIPIENT** shall post in conspicuous places available to employees and applicants for employment notices as provided by **CITY** setting forth the provisions of this nondiscrimination clause. **RECIPIENT** shall incorporate this provision in all subcontracts for services provided under this Agreement.

### **XXIII. OTHER CONDITIONS:**

- A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by both parties, and attached to the original of this Agreement. The parties agree to amend this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.
- B. This Agreement shall apply to all funds appropriated during the fiscal year ending September 30, 2021, provided that **CITY** rights and **RECIPIENT'S** duties hereunder shall continue for a period of five (5) years from the date of execution hereof.
- C. Organization-furnished automobiles: That portion of the cost of organization-furnished automobiles that relates to personal use by employees (including transportation to and from work) is unallowable as fringe benefit or indirect costs regardless of whether the cost is reported as taxable income to the employees. These costs are allowable as direct costs to sponsored award when necessary for the performance of the sponsored award and approved by awarding agencies.

### **XXIV. FISCAL YEAR OF RECIPIENT:**

**RECIPIENT'S** fiscal year ends on September 30.

### **XXV. INCORPORATION OF EXHIBITS:**

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

### **XXVI. NEGOTIATED AGREEMENT:**

The parties agree that they have had meaningful discussion and/or negotiation of the provisions, terms, and conditions contained in this Agreement. Therefore, doubtful or ambiguous provisions, if any, contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule commonly referred to as "*Fortius Contra Proferentem*" shall not be applied to this Agreement or any interpretation thereof.

### **XXVII. DUAL PAYMENTS PROHIBITION**



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

## **XXVIII. ENTIRE AGREEMENT**

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

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

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

**ATTEST:**

**CITY OF JACKSONVILLE**

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

By: \_\_\_\_\_  
Lenny Curry  
Mayor

**WITNESS:**

**RECIPIENT**

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

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

**Federal EID#** \_\_\_\_\_

In compliance with the Charter of the City of Jacksonville, I do certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid.

\_\_\_\_\_  
Director of Finance  
Contract Number \_\_\_\_\_

**Law Enforcement Trust Fund**

1Cloud Account Code: 11522.551103.582001.000000.00001428.00000.0000000

Form Approved:

\_\_\_\_\_  
Assistant General Counsel

## EXHIBIT A

### FLORIDA SHERIFFS YOUTH RANCHES, INCORPORATED SCOPE OF SERVICES

The Florida Sheriffs Youth Ranches was founded by the Sheriffs of Florida to prevent delinquency and develop lawful, resilient, and productive citizens by offering residential care and camping programs.

The Florida Sheriffs Youth Ranches was recently given a camp in Hilliard, Florida that will allow them to serve more than 1,500 children/campers per year. The camping programs are geared toward needy and disadvantaged children and families. Thanks to generous donors, camp is provided at no charge to campers.

Funds from this appropriation (\$20,000.00) will be used to purchase supplies for the camp kitchen, where 450 meals will be served per day for campers, staff, and volunteers.

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

**MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
OPERATION SAVE OUR SONS, INCORPORATED**

**THIS MISCELLANEOUS APPROPRIATIONS AGREEMENT** (the “Agreement”) is made and entered into in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the City of Jacksonville, a municipal corporation in Duval County, Florida (hereinafter the “CITY”), for and on behalf of the Jacksonville Sheriff’s Office(hereinafter “JSO”), and Operation Save Our Sons, Incorporated (hereinafter the “**RECIPIENT**”).

**WITNESSETH:**

**WHEREAS**, Ordinance 2021-\_\_\_ of the City of Jacksonville has appropriated the sum of FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00) to **RECIPIENT** to conduct a program or activity generally described as the Bridging the Gap and Save Our Sons Summit and more particularly described in the “Office of the Sheriff Contraband Forfeiture Act Funding Application” (the “Program”); and,

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

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

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

**I. INCORPORATION OF RECITALS:**

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

**II. GENERAL CONDITIONS:**

- A. **RECIPIENT** shall provide services as outlined in the referenced Office of the Sheriff Contraband Forfeiture Act Funding Application as set forth in Exhibit “A” (Statement of Work). Said Exhibit “A” outlines the budgeted use of City Funds and Program Goals and Objectives/Outcomes, which are, by this reference, incorporated herein and made a part of this Agreement. Notwithstanding any provision in this Agreement or any of its Exhibits to the

contrary, the funds provided pursuant to this Agreement shall be spent only for the Program. Such expenditure of funds shall be monitored pursuant to the budgetary accounting system established in Article II, Section B, Paragraph 5 of this Agreement.

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

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

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

This report shall be due within 120 days of the close of **RECIPIENT**'s fiscal year. If the audit report does not address compliance with this Agreement, an annual report of receipts and expenditures must be provided in accordance with Section II.B.6.c of this Agreement.

- e) In the case of each **RECIPIENT** receiving funding, either from one **CITY** funding source or cumulatively from several **CITY** funding sources, an amount in excess of \$750,000, furnishing **CITY** a copy of an audit report conducted in accordance with both GAGAS and Government Auditing Standards (GAS) issued by the Comptroller General of the United States, and if applicable the provisions of Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter II, Part 200, Subpart F – Audit Requirements, of its financial affairs for its fiscal year ending within the current fiscal year of **CITY** made by an independent certified public accountant. This report shall be due within 120 days of the close of **RECIPIENT**'s fiscal year. If the audit report does not address compliance with this Agreement, an annual report of receipts and expenditures must be provided in accordance with Section II.B.6.c of this Agreement.

### III. ASSIGNMENT AND SUBCONTRACTS:

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

provision of this clause and no such approval by **CITY** of any subcontracts shall be deemed in any event or manner to provide for the incurrence of any obligation of **CITY** in addition to the total agreed upon price contained herein.

#### IV. EFFECTIVE DATE:

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

#### V. PAYMENT:

Notwithstanding the provisions of Sections 110.112, *Ordinance Code*, **CITY** agrees to pay **RECIPIENT** the total sum of FORTY THOUSAND DOLLARS (\$40,000.00) for Bridging the Gap and the Save Our Sons Summit, payable within thirty (30) days after execution of this Agreement.

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



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

#### **VI. TECHNICAL ASSISTANCE:**

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

#### **VII. PROGRESS REPORTS/PROGRAM MONITORING:**

- A. The JSO's Budget & Management Division will monitor the Program goals and objectives. Failure of **RECIPIENT** to at least maintain sufficient progress in these areas may be grounds for termination of this Agreement.
- B. Failure to provide reports as required herein shall result in a certification from the JSO that no further funds shall be disbursed until such reports are provided,

received, and approved by the JSO and the JSO certifies a restoration of entitlement. The first progress report is due no less than 180 days after execution of this Agreement. A final progress report that contains, at a minimum, the progress made on the Program goals and objectives related to this Agreement is due within 45 days of the Agreement's year end. Additional progress reports may be requested at the discretion of the JSO.

#### **VIII. INTEREST OF CITY OFFICERS/EMPLOYEES AND OTHERS:**

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

#### **IX. INTEREST OF THE RECIPIENT:**

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

#### **X. PERSONNEL:**

- A. **RECIPIENT** acknowledges that any personnel paid or hired as a result of the Agreement shall not be employees of or have any contractual relationship with **CITY**.
- B. All services required hereunder will be performed by **RECIPIENT** or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or licensed under appropriate state and local law as necessary to perform such services.
- C. **RECIPIENT** will at its sole expense comply with Section 435.04, Florida Statutes, and Section 394.4572, Florida Statutes, and provide for the fingerprinting and screening (Level II Screening) of all employees, staff, and volunteers coming into contact with minor children and developmentally disabled persons prior to beginning any work in the Program and provide that all employees, staff, and volunteers must be rescreened on an annual basis. **RECIPIENT** further agrees to ensure compliance by all subrecipients with the above statutes, as to employees and volunteers of the subrecipients who come into direct contact with minor children and developmentally disabled

persons. Staff and volunteers under eighteen (18) years of age and who are not eligible to be background screened should complete an Affidavit of Good Moral Character. This form is available at the Florida Department of Children and Families (DCF) Website: <https://www.dcf.state.fl.us/programs/backgroundscreening/docs/Affidavit%20of%20Good%20Moral%20Character%20August%202010.pdf>.

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

## **XI. RECORDS:**

- A. By the acceptance of **CITY** funding, **RECIPIENT** agrees to adhere to all provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), with respect to the receipt, expenditure, and use of public funds from the **CITY**. Therefore, except to the extent prohibited by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as applicable, all the financial, business, and membership records of the person, corporation, foundation, trust, association, group, or organization relative to the grant shall be public records and subject to the provisions of the Public Records Law. Failure of **RECIPIENT** to comply with this requirement will constitute a breach of this Agreement and would cause cancellation of the grant contract and require the return of grant funds to **CITY**.
- B. **RECIPIENT** shall maintain financial and accounting records and conduct transactions in accordance with generally accepted accounting principles and Florida Statutes. These financial records shall be maintained in such a manner as to permit positive and ready identification at all times of any funds received by **RECIPIENT** from **CITY** from the time such funds are actually received by **RECIPIENT** until the time they are actually expended or disbursed by **RECIPIENT** according to the terms of this Agreement.
- C. In addition to other requirements specified in this Agreement, **RECIPIENT** shall maintain financial and accounting records in accordance with Office of

Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230. The aforesaid records shall be made available for audit, copying, or inspection purposes at any time during normal business hours and as often as **CITY** or the JSO may deem necessary.

- D. **RECIPIENT** shall retain for such inspection all of its records and supporting documentation applicable to this Agreement for five (5) years after receipt of final payment from **CITY**.

## **XII. AUDIT:**

- A. In accordance with Section II. B. 6 of this Agreement, **RECIPIENT** at its sole cost and expense shall arrange for an audit of its financial accounts annually by an independent certified public accountant not associated with **RECIPIENT** or the Program and shall provide **CITY** with a copy of said audit or audits covering the period specified in Section II. B. 6 above no later than **one hundred twenty (120) days** after the expiration of **RECIPIENT's** fiscal year or years covering the aforesaid period.
- B. Failure of **RECIPIENT** to provide a copy of a duly executed audit performed in accordance with the preceding guidelines (Section II-B-6) shall constitute a breach of this Agreement and shall stand as grounds for the withholding of funds from any source under this Agreement or any other agreement, and for termination of this Agreement and shall require the return to **CITY** of all funds paid to **RECIPIENT** under the terms of this Agreement.

## **XIII. BUDGET CHANGES:**

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

## **XIV. CONTRACT, SCOPE OF WORK/SERVICES CHANGES:**

- A. **CITY** may, from time to time, require changes in the scope of the work or services of **RECIPIENT** to be performed under this Agreement. Such changes, including any increases or decreases in the amount of **RECIPIENT's** compensation which are mutually agreed upon by **CITY** and **RECIPIENT**, shall

be incorporated in written amendments to this Agreement signed by both parties' authorized representatives.

- B. Any request for change of service delivery site or services provided must be put in writing and approved by **CITY** at least thirty (30) days prior to said changes. Failure to properly notify **CITY** will constitute a breach of this Agreement and will be grounds for termination under Article XVIII.
- C. In the event funds to finance this Agreement become unavailable, **CITY** may terminate this Agreement upon no less than **twenty-four (24) hours'** notice in writing to **RECIPIENT**. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. **CITY** shall be the final authority as to the availability of funds.
- D. Should it become necessary for **CITY** to change the designation of **CITY'S** Contract Administrator, **CITY** shall use its best efforts to notify **RECIPIENT** within 48 hours of such change.

#### **XV. EQUIPMENT PURCHASES:**

- A. Equipment, property, or tangible personal property purchased with **CITY** grant funding with a unit cost of not less than \$1,000.00 and a useful life of one year or more shall be inventoried. **RECIPIENT** shall maintain property inventory records, acquisition documents, and usage records. Upon the expiration of its use for an approved public purpose, the equipment, property, and tangible personal property shall be transferred free and clear of all liens and encumbrances to **CITY** or disposed of as authorized in writing by **CITY**.
- B. **RECIPIENT** agrees to make all reasonable efforts to adhere to the following **CITY** procurement requirements in its purchase of labor, materials, supplies, and equipment that is not deemed sole source:
  - 1. Any purchase up to \$2,500 will require one written quotation.
  - 2. Any purchase of over \$2,501 to \$15,000 will require two written quotations.
  - 3. Any purchase of over \$15,001 to \$30,000 will require three written quotations.
  - 4. Any purchase of over \$30,001 to \$50,000 will require four written quotations.
  - 5. Any purchase of over \$65,000 will require a formal bid procedure (advertising and sealed bids).
- C. Quotations received must include date, time, vendor, telephone number, and person giving the quote. Minority vendors should be included whenever possible.

## **XVI. RESIDUAL FUNDS:**

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

## **XVII. REVERSION OF ASSETS:**

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

## **XVIII. BREACH /TERMINATION:**

- A. If **RECIPIENT** breaches any term of this Agreement, **CITY** may, by written notice of breach to **RECIPIENT**, terminate the whole or any part of this Agreement in any of the following circumstances:
1. If **RECIPIENT** fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
  2. If **RECIPIENT** fails to perform any of the other provisions of this Agreement; or
  3. If **RECIPIENT** fails to correct said breach within the number of days stated in the written notice of breach.

- B. Termination shall be upon no less than twenty-four (24) hours' notice in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- C. Upon receipt of a notice of termination and, except as otherwise directed, **RECIPIENT** shall:
1. Cease working under this Agreement on the date and to the extent specified in the notice of termination.
  2. Place no further orders or subcontracts to the extent that they relate to the performance of the work which was terminated.
  3. Terminate all orders and subcontracts to the extent that they relate to the performance of the work which was terminated.
  4. Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including the final report, without reimbursement for services rendered in completing said reports beyond the termination date.

**XVIX. NOTICE:**

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

For the **CITY**:  
Melissa A. Conger  
Grant Manager  
Jacksonville Sheriff's Office  
501 East Bay Street  
Jacksonville, FL 32202

For the **RECIPIENT**:  
Sharon Grant  
Operation Save Our Sons  
3738 Winton Dr.  
Jacksonville, FL 32208

## **XX. INDEMNIFICATION:**

- A. **RECIPIENT** shall indemnify, save, and hold **CITY** harmless from any and all actions, claims, or liabilities arising from or out of **RECIPIENT'S** performance or lack of performance under this Agreement. Should **CITY**, as a result of **RECIPIENT'S** performance or lack thereof, be required to reimburse any sums to any entity, federal or state, contributing funds to the Program, or should **CITY** be required to expend **CITY** funds to complete or correct performance of **RECIPIENT** under this Agreement, **RECIPIENT** will immediately refund and reimburse **CITY** for all sums so expended.
- B. **RECIPIENT** shall act as an independent contractor and not as an employee of **CITY** in operating the Program. **RECIPIENT** shall provide indemnification and proof of insurance in a manner proscribed in the City of Jacksonville Insurance Requirements and shall furnish a copy of this insurance policy to **CITY** and in accordance with Article XIX of this Agreement.

## **XXI. CIVIL RIGHTS:**

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

## **XXII. EQUAL EMPLOYMENT OPPORTUNITY:**

**RECIPIENT** shall not discriminate directly or indirectly on the grounds of race, color, religion, sex, age, or national origin in its employment practices. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and, selection for training, including



apprenticeship. **RECIPIENT** shall post in conspicuous places available to employees and applicants for employment notices as provided by **CITY** setting forth the provisions of this nondiscrimination clause. **RECIPIENT** shall incorporate this provision in all subcontracts for services provided under this Agreement.

### **XXIII. OTHER CONDITIONS:**

- A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by both parties, and attached to the original of this Agreement. The parties agree to amend this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.
- B. This Agreement shall apply to all funds appropriated during the fiscal year ending September 30, 2021, provided that **CITY** rights and **RECIPIENT'S** duties hereunder shall continue for a period of five (5) years from the date of execution hereof.
- C. Organization-furnished automobiles: That portion of the cost of organization-furnished automobiles that relates to personal use by employees (including transportation to and from work) is unallowable as fringe benefit or indirect costs regardless of whether the cost is reported as taxable income to the employees. These costs are allowable as direct costs to sponsored award when necessary for the performance of the sponsored award and approved by awarding agencies.

### **XXIV. FISCAL YEAR OF RECIPIENT:**

**RECIPIENT'S** fiscal year ends on December 31.

### **XXV. INCORPORATION OF EXHIBITS:**

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

### **XXVI. NEGOTIATED AGREEMENT:**

The parties agree that they have had meaningful discussion and/or negotiation of the provisions, terms, and conditions contained in this Agreement. Therefore, doubtful or ambiguous provisions, if any, contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule commonly referred to as "*Fortius Contra Proferentem*" shall not be applied to this Agreement or any interpretation thereof.

### **XXVII. DUAL PAYMENTS PROHIBITION**

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

## **XXVIII. ENTIRE AGREEMENT**

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

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

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

**ATTEST:**

**CITY OF JACKSONVILLE**

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

By: \_\_\_\_\_  
Lenny Curry  
Mayor

**WITNESS:**

**RECIPIENT**

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

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

**Federal EID#** \_\_\_\_\_

In compliance with the Charter of the City of Jacksonville, I do certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid.

\_\_\_\_\_  
Director of Finance  
Contract Number \_\_\_\_\_

**Law Enforcement Trust Fund**

1Cloud Account Code: 11522.551103.582001.000000.00001428.00000.0000000

Form Approved:

\_\_\_\_\_  
Assistant General Counsel

## EXHIBIT A

### OPERATION SAVE OUR SONS, INCORPORATED SCOPE OF SERVICES

Operation Save Our Sons seeks to equip young, African American youth with a cadre of tools to make better decisions by addressing issues that specifically relate to this population, including dropping out, substance abuse, negative peer interaction, and self-esteem.

The Save Our Sons Summit and Bridging the Gap will bring in experts to host workshops on topics that young boys deal with daily. Activities will include role play and sporting competitions to demonstrate team building, conflict resolution, and how they handle winning or losing a game. Youth will gain knowledge to help them make good decisions and be successful in school and in life.

The Goal is to give young men the tools to be successful in life by making positive decisions and continuing their education.

Funds from this appropriation (\$40,000.00) will be used to operate the programs, including supplies, professional services, and miscellaneous items that are related to the programs.

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