

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
BOY SCOUTS OF AMERICA, NORTH FLORIDA COUNCIL**

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 Boy Scouts of America, North Florida Council (hereinafter the "RECIPIENT").

WITNESSETH:

WHEREAS, Ordinance 2020-XXX 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 ScoutReach and more particularly described in the "Office of the Sheriff Contraband Forfeiture Act Funding Application" (the "Program"); and,

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

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

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

I. INCORPORATION OF RECITALS:

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

II. GENERAL CONDITIONS:

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

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

B. RECIPIENT agrees to do as follows:

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

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

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

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

III. ASSIGNMENT AND SUBCONTRACTS:

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

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

IV. EFFECTIVE DATE:

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**.

V. PAYMENT:

Notwithstanding the provisions of Sections 110.112, *Ordinance Code*, **CITY** agrees to pay **RECIPIENT** the total sum of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) for ScoutReach, 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 may be expended, as appropriate.
 2. If, on the other hand, the said investigation has been resolved adversely to **RECIPIENT** or if prior to such resolution, **RECIPIENT'S** explanation

has not been accepted by the Council Auditors as satisfactory, then this Agreement may be immediately terminated and all suspended funds shall be returned to CITY. Furthermore, in the event of such adverse resolution, RECIPIENT shall return to CITY all such misused funds, all such improperly accounted for funds, and all such funds subject to multiple billings.

3. In the event the said investigation extends beyond the expiration date of this Agreement, as specified in Article IV, then CITY will seek legislation to avoid lapsing of funds and this Agreement will continue on a month to month basis, only with respect to the suspended funds, in order that such funds will not be returned to CITY by the passage of time.

VI. TECHNICAL ASSISTANCE:

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

VII. PROGRESS REPORTS/FINANCIAL REPORTS/PROGRAM MONITORING:

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

VIII. INTEREST OF CITY OFFICERS/EMPLOYEES AND OTHERS:

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

IX. INTEREST OF THE RECIPIENT:

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

X. PERSONNEL:

- A. **RECIPIENT** acknowledges that any personnel paid or hired as a result of the Agreement shall not be employees of or have any contractual relationship with CITY.
- B. All services required hereunder will be performed by **RECIPIENT** or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or licensed under appropriate state and local law as necessary to perform such services.
- C. **RECIPIENT** will at its sole expense comply with Section 435.04, Florida Statutes, and Section 394.4572, Florida Statutes, and provide for the fingerprinting and screening (Level II Screening) of all employees, staff, and volunteers coming into contact with minor children and developmentally disabled persons prior to beginning any work in the Program and provide that all employees, staff, and volunteers must be rescreened on an annual basis. **RECIPIENT** further agrees to ensure compliance by all subrecipients with the above statutes, as to employees and volunteers of the subrecipients who come into direct contact with minor children and developmentally disabled persons. Staff and volunteers under eighteen (18) years of age and who are not eligible to be background screened should complete an Affidavit of Good Moral Character. This form is available at the Florida Department of Children and Families (DCF) Website: <https://www.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. 7 of this Agreement, **RECIPIENT** at its sole cost and expense shall arrange for an audit of its financial accounts annually by an independent certified public accountant not associated with **RECIPIENT** or the Program and shall provide **CITY** with a copy of said audit or audits covering the period specified in Section II. B. 7 above no later than **one hundred twenty (120) days** after the expiration of **RECIPIENT'S** fiscal year or years covering the aforesaid period.
- B. Failure of **RECIPIENT** to provide a copy of a duly executed audit performed in accordance with the preceding guidelines (Section II. B. 7) shall constitute a breach of this Agreement and shall stand as grounds for the withholding of funds from any source under this Agreement or any other agreement, and for termination of this Agreement and shall require the return to **CITY** of all funds paid to **RECIPIENT** under the terms of this Agreement.

XIII. BUDGET CHANGES:

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

XIV. CONTRACT, SCOPE OF WORK/SERVICES CHANGES:

- A. **CITY** may, from time to time, require changes in the scope of the work or services of **RECIPIENT** to be performed under this Agreement. Such changes, including any increases or decreases in the amount of **RECIPIENT'S** compensation which are mutually agreed upon by **CITY** and **RECIPIENT**, shall be incorporated in written amendments to this Agreement signed by both parties' authorized representatives.
- B. Any request for change of service delivery site or services provided must be put in writing and approved by **CITY** at least thirty (30) days prior to said changes. Failure to properly notify **CITY** will constitute a breach of this Agreement and will be grounds for termination under Article XVIII.
- C. Should it become necessary for **CITY** to change the designation of **CITY'S** Contract Administrator, **CITY** shall use its best efforts to notify **RECIPIENT** within 48 hours of such change.

XV. EQUIPMENT PURCHASES:

- A. Equipment, property, or tangible personal property purchased with **CITY** funding with a unit cost of not less than \$1,000.00 and a useful life of one year or more shall be inventoried. **RECIPIENT** shall maintain property inventory records, acquisition documents, and usage records. Upon the expiration of its use for an approved public purpose, the equipment, property, and tangible personal property shall be transferred free and clear of all liens and encumbrances to **CITY** or disposed of as authorized in writing by **CITY**.

- B. **RECIPIENT** agrees to make all reasonable efforts to adhere to the following **CITY** procurement requirements in its purchase of labor, materials, supplies, and equipment that is not deemed sole source:
 - 1. Any purchase up to \$2,500 will require one written quotation.
 - 2. Any purchase of over \$2,501 to \$15,000 will require two written quotations.
 - 3. Any purchase of over \$15,001 to \$30,000 will require three written quotations.
 - 4. Any purchase of over \$30,001 to \$65,000 will require four written quotations.
 - 5. Any purchase of over \$65,000 will require a formal bid procedure (advertising and sealed bids).

- C. Quotations received must include date, time, vendor, telephone number, and person giving the quote. Minority vendors should be included whenever possible.

XVI. RESIDUAL FUNDS AND INTEREST:

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

XVII. REVERSION OF ASSETS:

RECIPIENT shall transfer to **CITY** any **CITY** funds or assets on hand and any accounts receivable attributed to the use of **CITY** funds at such time as **CITY** no longer does business with **RECIPIENT** for the purposes described in Exhibit "A". However, any real

property under **RECIPIENT**'s control that was acquired or improved in whole or in part with **CITY** Funds in excess of \$2,000 shall be used to meet one of the objectives of the funded program until five years after expiration of this Agreement or such longer period of time as determined appropriate by **CITY**. Should **RECIPIENT** dispose of such property prior to the expiration of the five year period set forth herein, **RECIPIENT** shall reimburse **CITY** for the acquisition or improvement of such property less any portion of the value of the property attributable to expenditures of non-**CITY** Funds for acquisition of or improvement to the property when **RECIPIENT** ceases doing business with **CITY** for the purposes described in Exhibit "A".

XVIII. BREACH /TERMINATION:

- A. If **RECIPIENT** breaches any term of this Agreement, **CITY** may, by written notice of breach to **RECIPIENT**, terminate the whole or any part of this Agreement in any of the following circumstances:
 - 1. If **RECIPIENT** fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - 2. If **RECIPIENT** fails to perform any of the other provisions of this Agreement; or
 - 3. If **RECIPIENT** fails to correct said breach within the number of days stated in the written notice of breach.
- B. Termination shall be upon no less than twenty-four (24) hours' notice in writing. Said notice shall be delivered by certified mail, return receipt requested, 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.

XIX. NOTICE:

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

For **CITY:**

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

For **RECIPIENT:**

Jack Sears, Jr.
Executive Director
Boy Scouts of America, North FL Chptr
521 S. Edgewood Ave.
Jacksonville, FL 32205

XX. INDEMNIFICATION:

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

- A. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and
- B. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and
- C. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding the Services or any product generated by the Services is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall immediately make every reasonable effort to secure within 60 days for the Indemnified Parties a license authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such

Service or product in a way satisfactory to Buyer so that the Service or product is non-infringing.

If an Indemnified Party exercises its rights under this Contract, the Indemnified Party will (1) provide reasonable notice to Indemnifying Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

XXI. INSURANCE:

A. Insurance Coverages

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

This insurance shall cover **RECIPIENT** (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate coverage is to be included for the Federal Employers' Liability Act, USL&H, Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$50,000	Fire Damage
	\$5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Risk Management.

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

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

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

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

Employee Dishonesty \$ Equal to Contract Amount

B. Additional Insurance Provisions

1. **Additional Insured:** All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the **CITY** and **CITY's** members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010, and for Automobile Liability in a form no more restrictive than CA2048.
2. **Waiver of Subrogation.** All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of **CITY** and its members, officials, officers employees, and agents.
3. **RECIPIENT'S Insurance Primary.** The insurance provided by **RECIPIENT** shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by **CITY** or **CITY's** members, officials, officers, employees, and agents.
4. **Deductible or Self-Insured Retention Provisions.** All deductibles and self-insured retentions associated with coverages required for compliance with this

Contract shall remain the sole and exclusive responsibility of the named insured **RECIPIENT**. Under no circumstances will **CITY** and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

5. **RECIPIENT'S Insurance Additional Remedy.** Compliance with the insurance requirements of this Contract shall not limit the liability of the **RECIPIENT** or its subcontractors, employees, or agent to **CITY** or others. Any remedy provided to **CITY** or **CITY's** members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
6. **Waiver/Estoppel.** Neither approval by City of nor failure to disapprove the insurance furnished by **RECIPIENT** shall relieve **RECIPIENT** of **RECIPIENT'S** full responsibility to provide insurance as required under this Contract.
7. **Certificates of Insurance.** **RECIPIENT** shall provide **CITY** certificates of insurance that show the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above, and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
8. **Carrier Qualifications.** The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
9. **Notice.** **RECIPIENT** shall provide an endorsement issued by the insurer to provide **CITY** thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available, **RECIPIENT**, as applicable, shall provide thirty (30) days' written notice of any change in the above coverages or limits, of coverage's being suspended, voided, or cancelled, including expiration or non-renewal.
10. **Survival.** Anything to the contrary notwithstanding, the liabilities of **RECIPIENT** under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
11. **Additional Insurance.** Depending upon the nature of any aspect of any project

and its accompanying exposures and liabilities, **CITY** may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that **CITY** also be named as an additional insured.

XXII. CIVIL RIGHTS:

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

XXIII. EQUAL EMPLOYMENT OPPORTUNITY:

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

XXIV. OTHER CONDITIONS:

- A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by both parties, and attached to the original of this Agreement. The parties agree to amend this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.

- B. This Agreement shall apply to all funds appropriated during the fiscal year ending September 30, 2020, 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.

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, **CITY's** payment for the Services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party from its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

XXV. FISCAL YEAR OF RECIPIENT:

RECIPIENT'S fiscal year ends on December 31.

XXVI. INCORPORATION OF EXHIBITS:

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

XXVII. NEGOTIATED AGREEMENT:

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

XXVIII. DUAL PAYMENTS PROHIBITION

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

and CITY shall be entitled to all other remedies allowable by law. In addition, in the event such prohibited dual payments occur, CITY may terminate this Agreement upon twenty-four (24) hours' prior written notice to RECIPIENT.

XXIX. ENTIRE AGREEMENT

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

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

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

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
Index Code SHPS64ABUSLE TRSH02
Sub Object: 08201

Form Approved:

Assistant General Counsel

EXHIBIT A

BOY SCOUTS OF AMERICA, NORTH FLORIDA COUNCIL SCOPE OF SERVICES

The mission of Boy Scouts of America, North Florida Council is to deliver the highest quality values-based youth program of character development and leadership training based on the precepts embodied in the Scout Oath and Law, and to prepare young people to make moral decisions in order to reach their full potential and to serve their family, community and country.

ScoutReach seeks to give youth from Jacksonville's urban core an opportunity to be a Boy Scout. Scouting builds character, trains youth in the responsibilities of participating in citizenship, and develops personal fitness.

Funds from this appropriation (\$10,000.00) will be used towards operational expenses associated with ScoutReach programming, including uniforms, handbooks, camping supplies, and field trip 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
M.A.D. D.A.D.S JACKSONVILLE CHAPTER, 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 M.A.D. D.A.D.S Jacksonville Chapter, Incorporated (hereinafter the "RECIPIENT").

WITNESSETH:

WHEREAS, Ordinance 2020-XXX 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 SANKOFA Life Skills Program and more particularly described in the "Office of the Sheriff Contraband Forfeiture Act Funding Application" (the "Program"); and,

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

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

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

I. INCORPORATION OF RECITALS:

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

II. GENERAL CONDITIONS:

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

provided pursuant to this Agreement shall be spent only for the Program. Such expenditure of funds shall be monitored pursuant to the budgetary accounting system established in Article II, Section B, Paragraph 6 of this Agreement.

B. RECIPIENT agrees to do as follows:

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

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

funding sources in an amount from \$100,000 to \$750,000, furnishing **CITY** a copy of an audit report in accordance with Generally Accepted Government Auditing Standards (GAGAS) issued by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA). This report shall be due within 120 days of the close of **RECIPIENT'S** fiscal year. If the audit report does not address compliance with this Agreement, an annual report of receipts and expenditures must be provided in accordance with Section II.B.7.c of this Agreement.

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

III. ASSIGNMENT AND SUBCONTRACTS:

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

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

IV. EFFECTIVE DATE:

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**.

V. PAYMENT:

Notwithstanding the provisions of Sections 110.112, *Ordinance Code*, **CITY** agrees to pay **RECIPIENT** the total sum of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) for the SANKOFA Life Skills Program, 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 may be expended, as appropriate.

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

VI. TECHNICAL ASSISTANCE:

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

VII. PROGRESS REPORTS/FINANCIAL REPORTS/PROGRAM MONITORING:

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

VIII. INTEREST OF CITY OFFICERS/EMPLOYEES AND OTHERS:

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

IX. INTEREST OF THE RECIPIENT:

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

X. PERSONNEL:

- A. **RECIPIENT** acknowledges that any personnel paid or hired as a result of the Agreement shall not be employees of or have any contractual relationship with CITY.
- B. All services required hereunder will be performed by **RECIPIENT** or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or licensed under appropriate state and local law as necessary to perform such services.
- C. **RECIPIENT** will at its sole expense comply with Section 435.04, Florida Statutes, and Section 394.4572, Florida Statutes, and provide for the fingerprinting and screening (Level II Screening) of all employees, staff, and volunteers coming into contact with minor children and developmentally disabled persons prior to beginning any work in the Program and provide that all employees, staff, and volunteers must be rescreened on an annual basis. **RECIPIENT** further agrees to ensure compliance by all subrecipients with the above statutes, as to employees and volunteers of the subrecipients who come into direct contact with minor children and developmentally disabled persons. Staff and volunteers under eighteen (18) years of age and who are not eligible to be background screened should complete an Affidavit of Good Moral Character. This form is available at the Florida Department of Children and Families (DCF) Website: <https://www.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. 7 of this Agreement, **RECIPIENT** at its sole cost and expense shall arrange for an audit of its financial accounts annually by an independent certified public accountant not associated with **RECIPIENT** or the Program and shall provide **CITY** with a copy of said audit or audits covering the period specified in Section II. B. 7 above no later than **one hundred twenty (120) days** after the expiration of **RECIPIENT'S** fiscal year or years covering the aforesaid period.
- B. Failure of **RECIPIENT** to provide a copy of a duly executed audit performed in accordance with the preceding guidelines (Section II. B. 7) shall constitute a breach of this Agreement and shall stand as grounds for the withholding of funds from any source under this Agreement or any other agreement, and for termination of this Agreement and shall require the return to **CITY** of all funds paid to **RECIPIENT** under the terms of this Agreement.

XIII. BUDGET CHANGES:

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

XIV. CONTRACT, SCOPE OF WORK/SERVICES CHANGES:

- A. **CITY** may, from time to time, require changes in the scope of the work or services of **RECIPIENT** to be performed under this Agreement. Such changes, including any increases or decreases in the amount of **RECIPIENT'S** compensation which are mutually agreed upon by **CITY** and **RECIPIENT**, shall be incorporated in written amendments to this Agreement signed by both parties' authorized representatives.
- B. Any request for change of service delivery site or services provided must be put in writing and approved by **CITY** at least thirty (30) days prior to said changes. Failure to properly notify **CITY** will constitute a breach of this Agreement and will be grounds for termination under Article XVIII.
- C. Should it become necessary for **CITY** to change the designation of **CITY'S** Contract Administrator, **CITY** shall use its best efforts to notify **RECIPIENT** within 48 hours of such change.

XV. EQUIPMENT PURCHASES:

- A. Equipment, property, or tangible personal property purchased with CITY funding with a unit cost of not less than \$1,000.00 and a useful life of one year or more shall be inventoried. **RECIPIENT** shall maintain property inventory records, acquisition documents, and usage records. Upon the expiration of its use for an approved public purpose, the equipment, property, and tangible personal property shall be transferred free and clear of all liens and encumbrances to CITY or disposed of as authorized in writing by CITY.

- B. **RECIPIENT** agrees to make all reasonable efforts to adhere to the following CITY procurement requirements in its purchase of labor, materials, supplies, and equipment that is not deemed sole source:
 - 1. Any purchase up to \$2,500 will require one written quotation.
 - 2. Any purchase of over \$2,501 to \$15,000 will require two written quotations.
 - 3. Any purchase of over \$15,001 to \$30,000 will require three written quotations.
 - 4. Any purchase of over \$30,001 to \$65,000 will require four written quotations.
 - 5. Any purchase of over \$65,000 will require a formal bid procedure (advertising and sealed bids).

- C. Quotations received must include date, time, vendor, telephone number, and person giving the quote. Minority vendors should be included whenever possible.

XVI. RESIDUAL FUNDS AND INTEREST:

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

XVII. REVERSION OF ASSETS:

RECIPIENT shall transfer to CITY any CITY funds or assets on hand and any accounts receivable attributed to the use of CITY funds at such time as CITY no longer does business with **RECIPIENT** for the purposes described in Exhibit "A". However, any real

property under **RECIPIENT**'s control that was acquired or improved in whole or in part with **CITY** Funds in excess of **\$2,000** shall be used to meet one of the objectives of the funded program until five years after expiration of this Agreement or such longer period of time as determined appropriate by **CITY**. Should **RECIPIENT** dispose of such property prior to the expiration of the five year period set forth herein, **RECIPIENT** shall reimburse **CITY** for the acquisition or improvement of such property less any portion of the value of the property attributable to expenditures of non-**CITY** Funds for acquisition of or improvement to the property when **RECIPIENT** ceases doing business with **CITY** for the purposes described in Exhibit "A".

XVIII. BREACH /TERMINATION:

- A. If **RECIPIENT** breaches any term of this Agreement, **CITY** may, by written notice of breach to **RECIPIENT**, terminate the whole or any part of this Agreement in any of the following circumstances:
 - 1. If **RECIPIENT** fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - 2. If **RECIPIENT** fails to perform any of the other provisions of this Agreement; or
 - 3. If **RECIPIENT** fails to correct said breach within the number of days stated in the written notice of breach.
- B. Termination shall be upon no less than twenty-four (24) hours' notice in writing. Said notice shall be delivered by certified mail, return receipt requested, 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.

XIX. NOTICE:

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

For **CITY:**

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

For **RECIPIENT:**

Donald Foy
Chapter President
M.A.D. D.A.D.S Jacksonville Chapter, Inc.
5732 Normandy Blvd., Ste 8
Jacksonville, FL 32205

XX. INDEMNIFICATION:

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

- A. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and
- B. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and
- C. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding the Services or any product generated by the Services is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall immediately make every reasonable effort to secure within 60 days for the Indemnified Parties a license authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such

Service or product in a way satisfactory to Buyer so that the Service or product is non-infringing.

If an Indemnified Party exercises its rights under this Contract, the Indemnified Party will (1) provide reasonable notice to Indemnifying Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

XXI. INSURANCE:

A. Insurance Coverages

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

This insurance shall cover **RECIPIENT** (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate coverage is to be included for the Federal Employers' Liability Act, USL&H, Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$50,000	Fire Damage
	\$5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Risk Management.

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

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

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

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

Employee Dishonesty \$ Equal to Contract Amount

B. Additional Insurance Provisions

1. **Additional Insured:** All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the **CITY** and **CITY's** members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010, and for Automobile Liability in a form no more restrictive than CA2048.
2. **Waiver of Subrogation.** All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of **CITY** and its members, officials, officers employees, and agents.
3. **RECIPIENT'S Insurance Primary.** The insurance provided by **RECIPIENT** shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by **CITY** or **CITY's** members, officials, officers, employees, and agents.
4. **Deductible or Self-Insured Retention Provisions.** All deductibles and self-insured retentions associated with coverages required for compliance with this

Contract shall remain the sole and exclusive responsibility of the named insured **RECIPIENT**. Under no circumstances will **CITY** and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

5. **RECIPIENT'S Insurance Additional Remedy.** Compliance with the insurance requirements of this Contract shall not limit the liability of the **RECIPIENT** or its subcontractors, employees, or agent to **CITY** or others. Any remedy provided to **CITY** or **CITY's** members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
6. **Waiver/Estoppel.** Neither approval by City of nor failure to disapprove the insurance furnished by **RECIPIENT** shall relieve **RECIPIENT** of **RECIPIENT'S** full responsibility to provide insurance as required under this Contract.
7. **Certificates of Insurance.** **RECIPIENT** shall provide **CITY** certificates of insurance that show the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above, and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
8. **Carrier Qualifications.** The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
9. **Notice.** **RECIPIENT** shall provide an endorsement issued by the insurer to provide **CITY** thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available, **RECIPIENT**, as applicable, shall provide thirty (30) days' written notice of any change in the above coverages or limits, of coverage's being suspended, voided, or cancelled, including expiration or non-renewal.
10. **Survival.** Anything to the contrary notwithstanding, the liabilities of **RECIPIENT** under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
11. **Additional Insurance.** Depending upon the nature of any aspect of any project

and its accompanying exposures and liabilities, CITY may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that CITY also be named as an additional insured.

XXII. CIVIL RIGHTS:

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

XXIII. EQUAL EMPLOYMENT OPPORTUNITY:

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

XXIV. OTHER CONDITIONS:

- A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by both parties, and attached to the original of this Agreement. The parties agree to amend this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.

- B. This Agreement shall apply to all funds appropriated during the fiscal year ending September 30, 2020, 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.

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, **CITY's** payment for the Services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party from its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

XXV. FISCAL YEAR OF RECIPIENT:

RECIPIENT'S fiscal year ends on December 31.

XXVI. INCORPORATION OF EXHIBITS:

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

XXVII. NEGOTIATED AGREEMENT:

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

XXVIII. DUAL PAYMENTS PROHIBITION

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

and CITY shall be entitled to all other remedies allowable by law. In addition, in the event such prohibited dual payments occur, CITY may terminate this Agreement upon twenty-four (24) hours' prior written notice to RECIPIENT.

XXIX. ENTIRE AGREEMENT

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

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

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

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
Index Code SHPS64ABUSLE TRSH02
Sub Object: 08201

Form Approved:

Assistant General Counsel

EXHIBIT A

M.A.D. D.A.D.S JACKSONVILLE CHAPTER, INCORPORATED SCOPE OF SERVICES

The M.A.D. D.A.D.S., Jacksonville Chapter, Inc. was founded in 2002 by local men and women distressed about the despair and violence on the streets of Jacksonville. They serve, for the most part as volunteers and role models; patrolling troubled streets to reach out to kids and lead them away from gangs and drugs, as well as providing violence prevention and other assistance to youth in their communities.

The SANKOFA Life Skills Program is an 8-week curriculum that teaches forty young men the skills to tackle the multi-faceted issues they face. The Program is designed to teach conflict resolution, leadership skills, and goal setting while building strong values and principles that enable them to function in ever-changing neighborhoods within the city.

Funds from this appropriation (\$10,000.00) will be used support costs associated with staff, operating expenses, and supplies for the SANKOFA Life Skills Program.

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.