

**2022-2023
Safety and Crime Reduction Commissopm
Small Grant Program**

THIS AGREEMENT (“*Agreement*”) is effective as of the ____ day of October 2022 (the “*Effective Date*”), by and between the **CITY OF JACKSONVILLE**, a political subdivision and municipal corporation of the State of Florida (the “*City*”) and _____, a Florida not for profit corporation_(the “*Recipient*”).

WITNESSETH:

WHEREAS, Ordinance _____ of the City of Jacksonville, Florida (the “*Ordinance*”) appropriated \$ _____ to the Recipient from the to assist the Recipient in continuing operations that significantly impact crime prevention and safety in Jacksonville communities;

WHEREAS, Recipient submitted a Safety and Crime Reduction Small Grant Program Application for Funding (the “*Application*”), which is on file with the Legislative Services Division of the City, to conduct a program generally described as _____ and more particularly described in the Application (the “*Program*”) ; and,

WHEREAS, it is in the best interest of the City to enter into an Agreement with the Recipient to administer and conduct the Program in accordance with the terms and conditions set forth herein; and

WHEREAS, the undersigned representative of the Recipient has been authorized to sign this Agreement, which shall be binding upon the Recipient;

NOW THEREFORE, IN CONSIDERATION of the appropriation and disbursement of City Funds (as defined in Section V(A) of this Agreement) 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 accurate, true and correct and, by this reference, are incorporated herein and made a part thereof.

II. GENERAL CONDITIONS

A. The Recipient shall provide services for the Program as set forth in the description of the proposed project contained in the Application (“*Scope of Services*” or “*Services*”). The Scope of Services also includes the budgeted use of City Funds as shown in the Program Budget Detail included with the Application and the Goal(s) and Measurable Objective(s) described in the Application. The Services performed by the Recipient under this Agreement shall

only be performed in and for the benefit of individuals in Duval County, Florida. In the event the Services performed by the Recipient under this Agreement are not performed in and for the benefit of individuals in Duval County, Florida, the Recipient shall return and refund such funding to the City within five (5) business days of demand; and the City may terminate this Agreement without waiving any rights accruing to it under the provisions of this Agreement.

B. Recipient agrees to do as follows:

1. To accept the City Funds as appropriated in accordance with the terms of this Agreement, the provisions of the Ordinance appropriating said funds and of Chapter 118 Parts 1 through 5 of the *Ordinance Code* of the City of Jacksonville, as amended from time to time (“*Chapter 118*”), a copy of which can be obtained by Recipient online at <http://library.municode.com/>, and by this reference is made a part hereof and incorporated herein; such funds shall be used only for the Program and for no other purpose; and

2. To abide by Chapter 119, Florida Statutes, as amended from time to time, a copy of which can be obtained by Recipient online at <http://www.leg.state.fl.us/Statutes/>, and by this reference is made a part hereof and incorporated herein, by considering all documents relative to this Agreement and the funding thereunder to be public records, as defined in said Chapter 119, Florida Statutes; 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 the City within fifteen (15) days of written demand therefor all City Funds paid to the Recipient under the terms of this Agreement upon the City’s, (including, but not limited to the City Council or any other department, division or office of the City), finding that the terms of this Agreement, the provisions of the Ordinance appropriating funds to the Recipient, or the provisions of Chapter 118 have been violated by the Recipient; including but not limited to making the disallowed expenditures, as specified in Chapter 118; and for the cost of required audits, which are specifically disallowed by this Agreement.

5. Recipient does not have to maintain a separate bank account if Recipient is on a reimbursement basis. Recipient shall 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 the recipient and a separate bank account need not be maintained.

In using one of the above stated methods, if Recipient opts for deposit in an interest bearing account, Recipient shall report to the City with all other information provided monthly, the amount of interest earned, the amount of interest received and the use made of such interest. Any interest earned on City Funds provided pursuant to this Agreement can be spent only on item(s) already in the Recipient’s approved budget.

C. To Consent to:

i) Such audits of the financial affairs of the Recipient by the Department and/or the Council Auditor's Office as the Department or the Council may require as it relates to the City Funds and this Agreement; and

ii) Producing all documents required by the Department or the Council Auditors; Recipient agrees to give the City complete and unfettered access to all records regarding City Funds provided by the City under this Agreement, at all times, during regular business hours, to ensure that the City Funds are being properly spent; and

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

D. Recipient's violation of any of the provisions contained herein, including the failure to adhere to the auditing or reporting requirement of this Agreement or Chapter 118 shall be a material breach of this Agreement and may result in immediate termination of this Agreement and return of all funding, in the sole discretion of the City, notwithstanding any other provision of this Agreement to the contrary. Such refund shall be made in accordance with Section II.B.4 of this Agreement.

III. ASSIGNMENT AND SUBCONTRACTS

A. The 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 the City. If the Recipient assigns any rights or duties without securing prior written permission, this Agreement shall be void, and the Recipient thereupon agrees to refund and return to the City all payments made pursuant to this Agreement which are unspent by Recipient at the time of such unpermitted assignment or which were spent by Recipient subsequent to said unpermitted assignment. Such refund and return shall be made within five (5) business days from demand.

B. The Recipient shall not enter into any subcontracts for any of the work contemplated under this Agreement without obtaining the prior written approval of the City which written approval shall be attached to the original Agreement and subject to such conditions and provisions as the City may deem necessary; provided, however, notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for the purchase by the Recipient of such articles, supplies, equipment, and services that are both necessary and incidental to the performance of the Services required under this Agreement; and provided further, however, no provision of this clause and no such approval by the City of any subcontracts shall be deemed create any obligation in the City other than payment of the total agreed upon price contained herein.

IV. EFFECTIVE DATE/TERM OF AGREEMENT

2. If, on the other hand, the said investigation has been resolved adversely to the Recipient or if prior to such resolution, Recipient's explanation has not been accepted by the Council Auditors as satisfactory, then this Agreement shall be immediately terminated, notwithstanding any provision in this Agreement to the contrary, and all suspended funds shall become disencumbered and shall be returned to the General Fund of the City. Furthermore, in the event of such adverse resolution, Recipient shall return, to the 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 Section IV, then the City will seek legislation to avoid lapsing of funds and this Agreement will continue on a month to month basis, only with respect to the suspended funds, in order that such funds will not be disencumbered and returned to the City's General fund, by the passage of time.

D. As required by Section 106.431, *Ordinance Code*, the City's maximum indebtedness for all products and services under this Agreement shall be a fixed monetary amount not-to-exceed _____ (\$ _____). All payments to the Recipient under this Agreement are contingent upon the existence of lawfully appropriated funds.

VI. TECHNICAL ASSISTANCE

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

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

C. The Recipient shall notify the City if sufficient staff, facilities and equipment necessary to deliver the Services for the Program cannot be maintained. Failure to notify the City of any such deficiencies, or to adequately maintain sufficient staff, facilities and equipment necessary to provide the Services after a reasonable period given by the City to cure (in no event longer than five (5) business days to cure) shall be a material breach of this Agreement and grounds for termination, upon twenty-four (24) hours written notice.

D. As a provider agency of the City, the Recipient agrees to participate in all City meetings and any other community activities reasonably requested by the City.

E. The Recipient shall attend a grant orientation workshop to be scheduled during the grant fiscal year by the City. Should monitoring reports determine administrative or programmatic deficiencies, the Recipient shall be required by the City's Contract Administrator to successfully complete any recommended educational courses to remedy the deficiency.

VII. PROGRESS MONITORING REPORTS/FINANCIAL REPORTS/PROGRAM

A. The City's Contract Administrator will be responsible for monitoring the administrative and programmatic functions of the provisions of this Agreement. The City's Contract Administrator for this Agreement will be Dr. Nicoa Garrett for the City's Safety and Crime Reduction Commission or other appointed designee.

B. Recipient agrees to provide the City's Contract Administrator, or his/her designee with a narrative progress report on the Program and shall include basic statistical information relevant to the Program. Report forms are attached in **Exhibit B**.

The Recipient shall provide the Contract Administrator with a financial report each month during the term of this Agreement by the 10th of each month which shall include a statement of expenditures made in each budget category and line item identified in the Recipient's budget attached in **Exhibit A** and all accounting back-up documentation required under Section V.B herein. Failure to submit required reports and documents shall result in the agency being deemed non-compliant and ineligible for City funding until the requirements of this agreement have been met.

C. The City's Contract Administrator or designee will monitor the Program Goals and Objectives outlined in the Application. The City's Contract Administrator will determine if the Recipient's stated Program Goals and Objectives have been met, or if sufficient progress has not been made toward meeting said Goals and Objectives. Failure of the Recipient to at least maintain sufficient progress in these areas may be grounds for termination of this Agreement.

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

E. The City's Contract Administrator shall have the absolute right, at all times, during Recipient's normal business hours, with or without notice, to enter the Recipient's administrative and programmatic premises for the purpose of conducting on-site evaluations of the administrative and programmatic functioning of the funded program/agency. Failure of the Recipient to allow the City and/or its authorized representatives to enter its premises, shall be a material breach of this Agreement and, notwithstanding any provision of this Agreement to the contrary, 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 return to the City of all funds paid to the Recipient, under the terms of this Agreement.

VIII. INTEREST OF CITY OFFICERS/EMPLOYEES AND OTHERS

No officer or employee of the City, no members of its governing body, and no other public official of the governing body of the locality in which the project is situated and being carried out who exercise any functions or responsibility in the review or approval of the

undertaking or carrying out of the 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 City Funds.

IX. INTEREST OF THE RECIPIENT

The 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 the Services. The Recipient further covenants that in the performance of this Agreement, no person having such interest shall be employed.

X. PERSONNEL

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

B. The Services shall be performed by the Recipient, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or licensed under appropriate state and local law as necessary to perform the Services.

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

XI. RECORDS

A. By the acceptance of the City Funds, the Recipient agrees to adhere to all provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), with respect to the receipt, expenditure and use of public funds from the City. Therefore, except to the extent prohibited by the Health Insurance Portability And Accountability Act of 1996 (HIPAA), a copy of which can be obtained by Recipient online at <http://www.cms.gov/HIPAAGenInfo/>, which regulations are incorporated herein by reference, 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 the 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 the City.

B. The 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 so as to permit positive and ready identification at all times of any funds received by Recipient from the City from the time such funds are actually received by Recipient until the time they are actually expended or disbursed by Recipient according to the terms of this Agreement.

C. In addition to other requirements specified in this Agreement, Office of Management and Budget (OMB) Circulars including A-102, A-87, A-110, A-122, A-133 and A-21 may be used as a guide concerning records to be maintained. The aforesaid records shall be made available for audit, copying or inspection purposes at any time during normal business hours and as often as the City or the City of Jacksonville Council Auditor may deem necessary.

D. The 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 the City.

XII. AUDIT

Notwithstanding any other audit rights provisions in this Agreement, the following audit rights requirements are in addition and supplemental to those other audit requirements in this Agreement:

1. The Recipient shall establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services and all other documents, in whatsoever form or format including, but not limited to electronic storage media, (for purposes of this Section XII.D hereinafter referred to as the "Records") sufficient to reflect all receipt and expenditures of funds provided by the City under this Agreement.

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

3. Upon demand, at no additional cost to the City, the Recipient shall facilitate the duplication and transfer of any Records during the required retention period in Paragraph 2 hereof.

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

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

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

7. The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, deemed necessary by the City's Contract Administrator.

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

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

10. To the extent that the Recipient uses subcontractors in the performance of the Services under this Agreement, or assigns this Agreement with prior City consent, the Recipient shall include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

XIII. CONTRACT CHANGES

A. In the event lawfully appropriated funds to finance this Agreement become unavailable, the City may terminate the contract upon no less than twenty-four (24) hours' notice in writing to the Recipient. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The City shall be the final authority as to the availability of funds.

B. Should it become necessary for the City to change the designation of the City's Contract Administrator, the City shall use its best efforts to notify the Recipient within 48 hours of such change.

XIV. EQUIPMENT PURCHASES

A. Equipment, property or tangible personal property (collectively referred to as the "Property") purchased with funding pursuant to this Agreement shall be non-consumable and consistent with City capitalization requirements or Section 122.801(e), Ordinance Code, as amended. Such Property must have a useful life of one (1) year or more and shall be inventoried by the Recipient. The Recipient shall retain property inventory records, acquisition documents and usage records. Upon expiration of Recipient's use of the Property for the Program or for a City approved public purpose, the Property shall be transferred free and clear of all liens and

encumbrances to the City via a bill of sale or otherwise disposed of as may be authorized in writing by the City.

B. The Recipient agrees to make all reasonable efforts so as to adhere to the following City procurement requirements in its purchase of labor, materials, supplies and equipment that are not deemed sole source:

1. Any purchase up to \$ 2,500 will require that documentation of one (1) written quotation.
2. Any purchase of \$2,501 to \$15,000 will require two (2) written quotations.

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

XV. BREACH/TERMINATION

A. If the Recipient breaches any term of this Agreement, the City may, by written notice of breach to the Recipient, terminate the whole or any part of this Agreement in any of the following circumstances:

1. If the Recipient fails to provide the Services within the time specified herein or any extension thereof; or
2. If the Recipient fails to perform any of the other provisions of this Agreement; and
3. If the Recipient fails to correct said breach within five (5) business days from receipt of the written notice of breach.

B. Termination shall be upon no less than twenty-four (24) hours' notice in writing, if the breach has not been corrected within the five (5) business days. Said notice shall be delivered by certified mail, return receipt requested, or by any other means of delivery with proof of delivery.

C. Upon receipt of a notice of termination and, except as otherwise directed, the 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 the Services rendered in completing said reports beyond the termination date.

XVI. 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:

Dr. Nicoa Garrett, Administrator
Safety and Crime Reduction Commission
214 North Hogan 7th Floor
Jacksonville, FL 32202

For the Recipient:

XVII. INDEMNIFICATION

A. The Recipient shall comply with the indemnification provisions in Exhibits C to this Agreement.

XVIII. 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. The Recipient shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to the persons served.

C. The 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. The Recipient shall comply with Section 504 of the Rehabilitation Act of 1973 in regard to employees or applicants for employment and clients served.

E. The 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, the City shall have the right to terminate this Agreement as provided in Section XVIII.B.

XIX. EQUAL EMPLOYMENT OPPORTUNITY

The Recipient represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. The Recipient shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the City setting forth the provisions of this nondiscrimination clause. The Recipient shall incorporate this provision in all subcontracts for the Services provided under this Agreement. Recipient agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement; *provided however*, that Recipient shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of this Agreement. Recipient agrees that, if any of the products or Services to be provided pursuant to this Agreement are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

XX. 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. The Recipient agrees to comply with all applicable requirements and guidelines prescribed by Chapter 118 for recipients of general funds appropriated by the City Council.

C. . The Recipient is authorized to use a City logo approved in writing by the Program as an aid in identifying the source of funding, but the right granted is a revocable, non-exclusive, non-transferable limited license solely for the purpose of identifying the source of funding as required herein and for no other purpose. Recipient shall have no right or interest in the ownership of, or any good will associated with the City logo. No right to use the City seal is included in the foregoing authority and use of the City seal is expressly prohibited.

D. This Agreement shall apply to the City Funds appropriated hereunder, provided that the City's rights and the Recipient's duties hereunder shall continue for a period of two (2) years from the Effective Date.

E. 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.

F. In the performance of its duties and obligations, pursuant to the provisions, terms and conditions of this Agreement, the Recipient shall comply with any and all applicable federal, state and local laws, rules, regulations and ordinances, as the same exist and/or may be amended from time to time. Such laws, rules, regulations and ordinances shall include, but are not limited to, the Florida "Sunshine Laws" consisting of Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Open Meetings Law). Such laws, rules, regulations and ordinances shall also include, but are not limited to the obtaining and maintaining of all licenses and certifications that are required to perform the Services contemplated in this Agreement, in the City of Jacksonville, Florida. If any of the obligations of this Agreement are to be performed by a subcontractor or sub recipient the provisions of this Section XXIII.G shall be incorporated into and become a part of the subcontract or sub-recipient contract.

G. 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, the 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 of 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.

XXI. REPRESENTATIONS/WARRANTIES AND UNAUTHORIZED WORKERS

A. Without limiting the representations, warranties and covenants of Recipient set forth elsewhere in this Agreement, as a material inducement for City to enter into this Agreement, Recipient represents and warrants to City (and unless otherwise specified, such representations, warranties and covenants are true as of the Effective Date and shall continue and be effective during the Contract Period as if continuously reiterated) that:

1. Recipient is a Florida non-profit corporation incorporated and validly existing under the laws of the State of Florida and authorized to conduct business and in good standing in the State of Florida or Recipient has tax exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code. Recipient has full power and authority to execute and deliver this Agreement and all documents contemplated hereby, and perform its obligations arising hereunder and thereunder. The individuals signing on behalf of Recipient have full power and authority to do so.

2. The making, execution and delivery of this Agreement and performance of all obligations hereunder by Recipient have been duly authorized and approved by the shareholders, members, partners, or Board of Directors of Recipient (as the case may be).

3. When executed by the City this Agreement and all documents contemplated hereby each constitute a legal, valid and binding obligation of Recipient, enforceable in accordance with their respective terms.

4. This Agreement and all documents contemplated hereby do not and will not contravene any provision of the governing documents of Recipient, any judgment, order, decree, writ or injunction to which Recipient is bound, or any provision of any applicable law or regulation to which Recipient is bound. The execution and delivery of this Agreement and all documents contemplated hereby, and performance of its obligations hereunder and thereunder will not result in a breach of or constitute a default under any agreement or require the consent of any third party.

5. Recipient and each of its subcontractors, suppliers, and other persons performing services relating to the Scope of Services hold all necessary licenses, permits and authorizations required by applicable governmental agencies and authorities as a condition to conduct business in the State of Florida and to work on the Scope of Services.

6. Recipient has not employed or retained any third party having a relationship with City to solicit or secure this Agreement and has not paid or agreed or promised to pay any such person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

7. Recipient has obtained for the implementation of the Scope of Services, all necessary approvals from governmental or quasi-governmental authorities having jurisdiction over the Scope of Services. All such governmental approvals are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

8. Recipient is not in default under any agreement with City, and Recipient has satisfied any and all conditions imposed by any governmental authority in connection with the Scope of Services.

B. The City shall consider the employment by Recipient of unauthorized aliens a violation of Section 274A(e) of the federal Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this Agreement upon thirty (30) days prior written notice of such cancellation.

XXII. FISCAL YEAR OF RECIPIENT

The Recipient's fiscal year ends on September 30.

XXIII. INCORPORATION OF EXHIBITS

All Exhibits that are attached hereto are, by this reference, incorporated herein and made a part hereof.

XXIV. NEGOTIATED AGREEMENT

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

XXV. DUAL PAYMENTS PROHIBITION

Recipient shall not apply the City Funds received under this Agreement to Services that are being or have been paid or reimbursed, in whole, from funds from other sources; provided however that nothing shall prohibit partial payment for Services from the City Funds under this Agreement, together with partial payment for the Services from other funding sources if the total amount of all funds do 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 such event, Recipient shall be subject to damages in the amount of the City Funds that were received as dual payments, as prohibited herein; and the City shall be entitled to all other remedies allowable by law.

XXVI. ENTIRE AGREEMENT

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

[remainder of page left intentionally blank]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the Effective Date.

ATTEST:

CITY OF JACKSONVILLE, a
Florida municipal corporation

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

By: _____
Lenny Curry as Mayor

In compliance with Section 24.103(e) the *Ordinance Code* 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.

As Director of Finance
Contract Number: _____

Program
Index Code: JXMS011PSG
Sub Object: 08201

FORM APPROVED:

By: _____
Office of General Counsel

Recipient

By: _____

Print Name: _____
Title: As _____
FEID# _____

EXHIBIT A
Application for Funding

EXHIBIT B
Templates for Financial & Programmatic Reporting

EXHIBIT C INDEMNIFICATION

INDEMNIFICATION

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

1. **General Tort Liability**, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party’s performance of this Agreement, operations, services or work performed hereunder; and

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

3. **Intellectual Property Liability**, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the marketing operations conducted in connection with this Agreement (the “**Service(s)**”), any product generated by the Services, or any part of the Services as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If, in any suit or proceeding, the Services, is held to constitute an infringement and its use is permanently enjoined, then the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Services. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Services with non-infringing Services or modify such Services in a way satisfactory to the City, so that the Services are non-infringing.

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

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