

**2022-2024 OFFICE FOR VICTIMS OF CRIME (OVC)
JAX VICTIM SERVICES GRANT PROGRAM AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2022, retroactive to October 1, 2022, by and between the City of Jacksonville, a consolidated municipal corporation and political subdivision existing under the Constitution and the laws of the State of Florida (hereinafter the “CITY”) and _____, a Florida not-for-profit corporation with office located at _____, Jacksonville, Florida _____ (hereinafter the “RECIPIENT”) for victim services.

WITNESSETH:

WHEREAS, pursuant to Administrative Award Number _____, CITY has appropriated the sum of _____ to RECIPIENT from a United States Department of Justice Grant (Office for Victims of Crime - OVC) to conduct a program entitled or activity generally described as JAX Victim Services Grant (hereinafter the “Grant”) for the Grant period October 1, 2022, through September 30, 2024 (hereinafter the “Program”); and,

WHEREAS, it is in the best interests of CITY to enter into an 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 the parties are authorized to sign this Agreement binding the parties; 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 AND EXHIBITS:

- 1.1 The above-stated recitals are true and correct and, by this reference, are incorporated herein and made a part hereof.
- 1.2 Any exhibit or attachment to this Agreement is, by this reference, made a part of this Agreement and incorporated herein.

II. ENGAGEMENT OF RECIPIENT/SCOPE OF SERVICES:

RECIPIENT shall provide services for the Program as outlined in the referenced FY 2022 Application as set forth in **Exhibit A** (Narrative). **Exhibit A** outlines the budgeted

use of City Funds and Program Goals and Objectives/Outcomes, which are hereby incorporated and made a part of this Agreement by reference. All work and all services performed by RECIPIENT under this Agreement shall be in Duval County, Florida and in no other place. In the event that the Recipient spends funding provided in this Agreement in any place other than Duval County, Florida, RECIPIENT shall return and refund such funding to CITY within five (5) business days of demand, and CITY may terminate and declare this Agreement null and void, notwithstanding any other provision herein to the contrary.

III. ASSIGNMENT AND SUBCONTRACTS:

- 3.1 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 shall refund and return to CITY all payments made pursuant to this Agreement which are unspent and/or unencumbered by RECIPIENT at the time of such assignment without permission. Such refund and return must be made within five (5) business days of demand.
- 3.2 RECIPIENT shall not enter into any 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.
- 3.3 If any services, functions, or responsibilities not specifically described in this Agreement are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement and **Exhibit A**. Recipient shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training) and other resources necessary to provide the Services.

IV. EFFECTIVE DATE/TERM OF AGREEMENT:

This Agreement shall become effective as of the first day of October, 2022, and shall continue in full force and effect as to all its provisions, terms, and conditions until the 30th day of September, 2024, 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 and/or unencumbered at the time of receipt of notice of termination shall be returned to CITY within five (5) business days of termination.

V. PAYMENT:

- 5.1 CITY agrees to pay RECIPIENT the total amount of \$ _____ for the Program. Such total sum shall be payable on a monthly basis in draws for work or services performed or as reimbursement for expenses paid during the previous month; *provided however*, a retainage amount not to exceed ten per-centum (10%) of the above-stated amount shall be held by CITY until such time as all audits, accountings submittals, and/or other reports required by this Agreement have been accepted by CITY as true and correct.
- 5.2 All monthly payment requests shall provide accounting backup (invoices and/or receipts along with copies of promotional materials, as appropriate) and other documentation satisfactory to CITY to allow payment of funds for the previous month. With respect to one time startup expenses authorized in Section A above, RECIPIENT must provide an outline detailing the projected expense which is the subject of a requested one-time advance payment. Additionally, all invoices, receipts, promotional materials, and other documentation must be accompanied by the required quarterly narrative progress reports and forms described in Section VII B of this Agreement. There shall be absolutely no release of funding pursuant to this Agreement in the absence of accounting backup materials and other documentation as specified herein. Each such payment request shall include the current amount of payment requested, the cumulative amount previously paid, the total amount of services provided since the last invoice, the total amount of services provided to date, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by CITY. RECIPIENT must sign a statement accompanying the request for payment or reimbursement and narrative progress reports which state that the request for payment and progress reports is submitted pursuant to the provisions of the Department of Justice's Financial Guide.
- 5.3 Except for the limited exception in Article XXVII of this Agreement, 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 material breach of this Agreement and shall stand as grounds for CITY's withholding of funds from any source under this Agreement or any other agreement and, notwithstanding any provision in this Agreement or in any other agreement to the contrary, shall allow for the immediate termination of this Agreement upon twenty-four (24) hours' written notice and shall require the return of all funds paid to RECIPIENT under this Agreement upon demand by the Director of the Department or his/her designee. Violation shall also be reported to any federal, state, or other funding sources for investigation.
- 5.4 **Suspension of Funds:** In the event that RECIPIENT comes under investigation by any government or funding agency for activities, including, for example but not limited to, 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, all CITY funding under this Agreement may be suspended in the sole and exclusive discretion of CITY until

such time as the said investigation has been resolved in RECIPIENT's favor or the alleged misuses have been satisfactorily explained to the Council Auditors.

- 5.5 If said investigation has been resolved favorably to RECIPIENT or if, prior to such resolution, RECIPIENT'S explanation of the circumstances has been accepted by the Council Auditor as satisfactory, then all suspended funds subject to this Agreement will be paid, as appropriate.
- 5.6 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 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 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.
- 5.7 In the event the said investigation extends beyond the expiration date of this Agreement, a specified in Article IV, then CITY will seek legislation to avoid lapsing of funds and this Agreement will continue on a month to month basis only with respect to the suspended funds in order that such funds will not be disencumbered and returned to CITY's General Fund by the passage of time.

VI. TECHNICAL ASSISTANCE:

- 6.1 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.
- 6.2 RECIPIENT agrees to accept technical assistance from CITY related to programmatic and administrative issues concerning the provision of services.
- 6.3 RECIPIENT shall notify CITY if sufficient staff, facilities, and equipment necessary to deliver the agreed upon services for the Program 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 shall be a material breach of this Agreement and grounds for termination upon twenty-four (24) hours' written notice and require immediate refund of unspent public funding existing at the time of such notice of deficiency, notwithstanding any provision of this Agreement to the contrary.
- 6.4 As a provider agency of CITY, RECIPIENT agrees to participate in all CITY meetings and any other community activities reasonably requested by CITY.
- 6.5 All new recipients and/or agency executive directors shall be required to attend a grant orientation workshop to be scheduled during the grant fiscal year by CITY. All other recipients will be invited as deemed necessary. Should monitoring reports determine administrative or programmatic deficiencies, RECIPIENT shall be required by CITY's

Contract Administrator to successfully complete any recommended educational courses to remedy the deficiency.

VII. PROGRESS REPORTS / PROGRAM MONITORING:

- 7.1 CITY's Contract Administrator will be responsible for monitoring the administrative and programmatic functions of the provisions of this Agreement. CITY's Contract Administrator for this Agreement will be Will Evans, Human Services Planner III from CITY's Social Services Division, Parks, Recreation and Community Services Department or appointed designee.
- 7.2 RECIPIENT agrees to provide CITY's Contract Administrator or his/her designee with a semi-annual narrative progress report on the Program described in **Exhibit A**. Such reports shall include basic statistical information relevant to the Program and reporting of the effectiveness of the activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served. Reimbursement to RECIPIENT shall be contingent upon prior receipt by CITY of the required report that is due by the 15th of the reporting month. Due dates for semi-annual progress reports due are as follows:

Progress Report

Reporting Period	Due Dates
January 1 – June 30	July 15 th
July 1 – December 30	January 15 th

- 7.3 CITY’s Contract Administrator, at least once per year as outlined in **Exhibit A**, will monitor the Program Goals and Objectives and determine if 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 RECIPIENT to at least maintain sufficient progress in these areas may be grounds for termination of this Agreement.
- 7.4 Pursuant to provisions in Chapter 118, *Ordinance Code*, and except for CITY’s exercise of its discretion to terminate this Agreement and demand refund of public funding under Article II, Section 8 of this Agreement, failure to provide reports 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.

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 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 this project 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:

- 10.1 RECIPIENT represents that it now has, or will hire at its sole expense, all personnel required in performing the services under this Agreement and that such personnel are not employees of or have any contractual relationship with CITY.
- 10.2 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.
- 10.3 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 (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 this purpose, 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:

- 11.1 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 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 will cause cancellation of the grant contract and require the return of grant funds to CITY. If HIPAA is applicable, the parties will be governed by the

provisions and limitations in **Exhibit D**, attached hereto and by this reference made a part hereof.

- 11.2 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.
- 11.3 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 guides 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 CITY or the City of Jacksonville Council Auditor may deem necessary.
- 11.4 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:

- 12.1 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 or activity herein described and shall provide CITY with a copy of said audit or audits covering the period specified in Section II. B. 6. above no later than one hundred twenty (120) days after the expiration of RECIPIENT's fiscal year or years covering the aforesaid period.
- 12.2 Failure of RECIPIENT to provide a copy of a duly executed audit performed in accordance with the preceding guidelines shall constitute 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 CITY of all funds paid to RECIPIENT under the terms of this Agreement.
- 12.3 If an audit pursuant to OMB Circular A-133 is applicable, grant funds shall not be used to pay for the audit if said grant involves federal funds of less than \$300,000.00.
 - (a). 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:
 - (b). RECIPIENT must 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 Paragraph 12.3(b) hereinafter referred to as the “Records”) sufficient to reflect all receipts and expenditures of funds provided by CITY under this Agreement.

- (c). RECIPIENT must retain all Project 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 six 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 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.
- (d). Upon demand, at no additional cost to CITY, RECIPIENT must facilitate the duplication and transfer of any Records during the required retention period in Paragraph (c) hereof.
- (e). RECIPIENT must provide these Records at all reasonable times for inspection, review, copying, or audit by CITY.
- (f). At all reasonable times for as long as the Records are maintained, RECIPIENT must allow persons duly authorized by CITY to have full access to and the right to examine any of RECIPIENT’s Records relative to the Project, regardless of the form in which kept.
- (g). RECIPIENT, at its sole and exclusive cost and expense, must provide audits or reports as requested by CITY, and must insure that all related party transactions are disclosed to the auditor.
- (h). RECIPIENT must comply and cooperate immediately with any inspections, reviews, or investigations deemed necessary by CITY’s Contract Administrator.
- (i). RECIPIENT must permit CITY to interview any employees, subcontractors, and subcontractor employees of RECIPIENT to assure CITY of the satisfactory performance of the terms and conditions of this Agreement. Following such review, if performance of RECIPIENT is, in the opinion of CITY, deficient, CITY will deliver to RECIPIENT a written report of the deficiencies and request for development by RECIPIENT of a corrective action plan. RECIPIENT hereby agrees to prepare and submit to CITY said corrective plan within five (5) business days of receiving CITY’s written report. Thereafter, RECIPIENT must correct all deficiencies in the corrective action plan within five (5) business days from CITY’s receipt of the corrective action plan.
- (j). All reports, audits, and other information provided by 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.”

- (k). To the extent that RECIPIENT uses subcontractors in the performance of the Services under this Agreement or assigns this Agreement with prior CITY consent, RECIPIENT must include the aforementioned audit, inspections, investigations, and record keeping requirements in all subcontracts and assignments.

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 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:

- 14.1 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.
- 14.2 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.
- 14.3 In the event lawfully appropriated funds to finance this Agreement become unavailable, CITY may terminate the contract upon no less than twenty-four (24) hours' notice in writing to RECIPIENT. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. CITY shall be the final authority as to the availability of funds.
- 14.4 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:

- 15.1 Equipment, property, or tangible personal property (collectively referred to as the "Property") purchased with funding pursuant to this Agreement must 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 must be inventoried by RECIPIENT. RECIPIENT must retain property inventory records, acquisition documents, and usage records. Upon expiration of its use for an approved

public purpose, the Property shall be transferred free and clear of all liens and encumbrances to CITY or otherwise disposed of as may be authorized in writing by CITY.

15.2 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 is not deemed sole source:

- (a). Any purchase up to \$ 2,500 will require documentation of one (1) written quotation.
- (b). Any purchase of \$2,500 to \$15,000 will require two (2) written quotations.
- (c). Any purchase of over \$15,000 to \$30,000 will require three (3) written quotations.
- (d). Any purchase of over \$30,000 to \$50,000 will require four (4) written quotations.
- (e). Any purchase of over \$50,000 will require a formal bid procedure (advertising and sealed bids).

15.3. Quotations received must include date, time, vendor, telephone number, and person giving the quote and should include minority vendors whenever possible.

XVI. RESIDUAL FUNDS AND INTEREST:

RECIPIENT agrees that any funds provided by CITY for the operation of the program or activity during the period October 1, 2022, through September 30, 2024, including any interest earned by those funds provided by 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 “No Cost Extension” from CITY in the next fiscal year, upon approval from the Department of Justice’s Office for Victims of Crime (OVC)

XVII. REVERSION OF ASSETS:

RECIPIENT shall transfer to CITY any Grant funds or assets on hand and any accounts receivable attributed to the use of Grant 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 Grant funds in excess of \$2,000 shall be used to meet the objectives of the Grant program until three 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 three 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-Grant funds for acquisition or improvement of the property when RECIPIENT ceases doing

business with CITY for the purposes described in **Exhibit A**. At the end of the three (3) year period set forth herein, RECIPIENT shall dedicate the subject real property in fee simple, free and clear of any and all encumbrances, by warranty deed to CITY.

XVIII. BREACH /TERMINATION:

- 18.1. 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:
- (a). If RECIPIENT fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
 - (b). If RECIPIENT fails to perform any of the other provisions of this Agreement; or
 - (c). If RECIPIENT fails to correct said breach within five (5) business days from receipt of the written notice of breach.
- 18.2. 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.
- 18.3. Upon receipt of a notice of termination and except as otherwise directed, the RECIPIENT shall:
- (a). Cease working under this Agreement on the date and to the extent specified in the notice of termination.
 - (b). Place no further orders or subcontracts to the extent that they relate to the performance of the work which was terminated.
 - (c). Terminate all orders and subcontracts to the extent that they relate to the performance of the work which was terminated.
 - (d). 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:

For RECIPIENT:

Johnnetta Moore, Chief
Social Services Division
1809 Art Museum Drive, Suite 100
Jacksonville, FL 32207

XX. INDEMNIFICATION:

20.1. Recipient and its subsidiaries (collectively the “Indemnifying Parties”), shall (and shall require all subcontractors of any tier to) hold harmless, indemnify, and defend City 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 (including, but not limited to, court, investigation and defense costs, and reasonable expert and attorney’s fees), 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). Violation of Laws Liability, arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules, or regulations by the Indemnifying Parties or those under their control; and
- (c). Breach of Representations, Warranties and Obligations, arising directly or indirectly out of any breach of any representation, warranty, covenant, or obligation set forth in the Contract or made by the Indemnifying Parties in connection with the Contract or in any certificate, document, writing, or other instrument delivered by the Indemnifying Party; and
- (d). To the extent this Contract contemplates environmental exposures, Environmental Liability, 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

- (e). To the extent this Contract contemplates intellectual property exposures, Intellectual Property Liability, 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.

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 and any term which offends Section 725.06 or 725.08 of the Florida Statutes may, subject to the sole discretion of the Indemnified Party, be modified to comply with said statutes.

- 20.2. If an Indemnified Party exercises its rights under this Contract, the Indemnified Party will (i) provide reasonable notice to Indemnifying Parties of the applicable claim or liability, and (ii) allow Indemnifying Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests.

XXI. INSURANCE:

- 21.1. Without limiting its liability under this Agreement, RECIPIENT shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Recipient shall require its subcontractors of any tier, laborers, materialmen, and suppliers to provide, as applicable) insurance of the types and in amounts not less than those stated below, and prior to work commencement provide a certificate (with applicable endorsements) on a form that is acceptable to CITY’s Division of Risk Management evidencing the following required coverages to CITY:

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

Commercial General Liability - (Form CG0001)

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 approved in writing by CITY's Office of Risk Management.

\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Ops Aggregate
\$1,000,000	Personal/Advertising Injury
\$1,000,000	Each Occurrence
\$ 50,000	Property Damage
\$ 5,000	Medical Expenses

Automobile Liability

\$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

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
	\$2,000,000 Aggregate

(To the extent the program includes professional services being rendered)
(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.)

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

(To the extent the program includes direct supervision of children, special needs, and/or senior citizens)

(Sexual Molestation Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis

- 21.2. All insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and CITY's members, officials, officers, employees, and agents.
- 21.3. All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and CITY's members, officials, officers, employees, and agents. 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; endorsements will be provided to, reviewed, and approved by CITY's Division of Risk Management prior to commencement of work.
- 21.4. 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 any CITY members, officials, officers, employees, and agents.
- 21.5. Except as authorized in this Agreement, the insurance maintained by CITY shall apply on a first dollar basis without application of a self-insurance, deductible, or self-insured retention. Except as authorized specifically in this Agreement, no self-insurance, deductible, or self-insured retention for any required insurance provided by RECIPIENT pursuant to this Agreement will be allowed. If there is any self-insurance, deductible, or self-insured retention for any required insurance, RECIPIENT shall be responsible for paying on behalf of CITY (and any other person or organization RECIPIENT has, in this Agreement, agreed to include as an insured for the required insurance) any self-insurance, deductible, or self-insured retention allowed under this paragraph. CITY will not be responsible for any self-insurance, deductibles, or self-insured retentions under this Agreement.
- 21.6. Compliance with the insurance requirements of this Agreement shall not limit the liability of RECIPIENT or its subcontractors of any tier, employees, or agents 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.
- 21.7. Neither CITY's approval of nor its failure to disapprove the insurance furnished by RECIPIENT shall relieve RECIPIENT of its full responsibility to provide insurance as required under this Agreement.
- 21.8. Each policy 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. Prior to commencing any Services, Certificates of Insurance approved by CITY's Division of Risk Management demonstrating the maintenance of said insurance shall be furnished to CITY. 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 through expiration or non-renewal. In the event RECIPIENT is unable to obtain such endorsement, RECIPIENT agrees to provide CITY the notice directly. Until such time as the insurance is no longer required to be maintained by RECIPIENT, RECIPIENT shall provide CITY with renewal or replacement evidence of insurance with the above minimum requirements no less than 30 days before the expiration or termination of the insurance for which previous evidence of insurance has been provided. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY's Division of Risk Management, if requested to do so by CITY, RECIPIENT shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified, complete copy of the policies of insurance providing the coverage required herein.

- 21.9. 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. Neither CITY's approval of, nor its failure to disapprove, insurance furnished by RECIPIENT shall relieve RECIPIENT or its sub-contractors of any tier from responsibility to provide insurance as required by the Agreement.
- 21.10. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the CITY may, at its sole option 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:

- 22.1. 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.
- 22.2. RECIPIENT shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to the persons served.
- 22.3. RECIPIENT shall comply with Title VII of the Civil Rights Act of 1964 (42 USC 2000e) in regard to employees or applicants for employment.
- 22.4. RECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973 in regard to employees or applicants for employment and clients served.

- 22.5. RECIPIENT shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) in regard to employees and persons served.
- 22.6. 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 18.2.

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 actions shall include, but are not limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. 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:

- 24.1. 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.
- 24.2 RECIPIENT agrees to comply with all applicable requirements and guidelines prescribed by Chapter 118, *Ordinance Code*, for recipients of general funds appropriated by the City Council.
- 24.3 RECIPIENT agrees to include the statement “This project is supported by Grant No. 15POVC-22-GK-04371-NONF awarded by the Office for Victims of Crime, U.S. Department of Justice,” or similar language agreed to in writing by both parties when referencing this Program.
- 24.4 RECIPIENT agrees to abide by the standards outlined in the U.S. Department of Justice Special Conditions as from time to time amended, attached here to as **Exhibit E** and, by this reference, made a part hereof. Failure of RECIPIENT to perform in accordance with the attached U.S. Department of Justice Special Conditions will constitute a breach of this Agreement and will stand as grounds for withholding funds from any CITY 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 Chief of the Social Services Division or his/her designee.
- 24.5. This Agreement shall apply to all funds appropriated during the fiscal year ending September 30, 2022, provided that CITY's rights and the RECIPIENT's duties hereunder shall continue for a period of five (5) years from the date of execution hereof.

24.6 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.

XXV. FISCAL YEAR OF RECIPIENT:

RECIPIENT'S fiscal year ends on _____.

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.

XXVII. DUAL PAYMENTS PROHIBITION

RECIPIENT shall not apply funds received under this Agreement to services that are being or have been paid, in whole, from 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.

XXVIII. ENTIRE AGREEMENT

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

XXIX. PRIORITY POPULATION

The funding pursuant to this Agreement must benefit Priority Population, as that term is defined in the Grant application and in the Grant awarded to CITY.

[Remainder of page is 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 McCain, Corporation Secretary

By: _____
Lenny Curry, Mayor

WITNESS:

AGENCY

By: _____

Title

By: _____

Title

Agency: _____
Federal EID # : _____

In compliance with the Section 24.103(e), *Ordinance Code*, I do certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and that provision has been made for the payment of the monies provided therein to be paid.

Director of Finance
Contract Number _____

Form Approved:

Office of General Counsel