

CITY GRANT AGREEMENT

This City Grant Agreement (this “**Agreement**”) is dated _____, 2024, but is effective retroactive to October 1, 2022 (the “**Effective Date**”), and is between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the “**City**”), and **FAMILY FOUNDATIONS OF NORTHEAST FLORIDA, INC.**, a Florida not-for-profit corporation (“**Recipient**”).

RECITALS

WHEREAS, pursuant to Ordinance 2023-188-E (the “**Ordinance**”), the City approved an appropriation to fund the Mayor’s Violence Reduction Center Community Based Violence Intervention and Prevention Initiative (the “**Program**”) as more particularly described in the Ordinance and the Scope of Services and Budget, attached to this Agreement as **Exhibit A**; and

WHEREAS, it is in the best interest of the City to enter into this Agreement with Recipient for the performance of the services required for the Program in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above-stated recitals are true and correct and are hereby incorporated into this Agreement.
2. The term of this Agreement is from the Effective Date through September 30, 2024, with one one-year renewal option.
3. Recipient is not an employee or agent of the City by virtue of this Agreement or otherwise.
4. Subject to the terms of this Agreement, the City agrees to pay Recipient an amount not to exceed **Five Hundred Sixty-Eight Thousand Three Hundred Thirty-One and 00/100 Dollars (\$568,331.00)** (the “**City Funds**”), which amount is the maximum indebtedness of the City pursuant to this Agreement. The City Funds are to be used by Recipient to fund the Program in accordance with the Scope of Work and Budget. The City Funds shall be used to serve Duval County residents only. The City Funds shall be paid to Recipient in accordance with Paragraph 8 to cover Program expenses incurred by Recipient in accordance with the Scope of Work and Budget, provided that the Scope of Work and Budget can be amended for good cause with written notice to the City and the City’s advance approval of same, which approval shall not be unreasonably withheld.
5. This Agreement is subject to the provisions of Chapter 118 (City Grants), Parts 1 through 5, Jacksonville Ordinance Code.

6. Subject to the terms of this Agreement, Recipient accepts the City Funds for the purposes for which the City Funds were appropriated and for no other purposes. In accordance with Chapter 118, Jacksonville Ordinance Code, the City Funds may not be used for the following purposes:

- a. Losses arising from uncollectible accounts and other claims, and related costs.
- b. Contributions to a contingency reserve or a similar provision for unforeseen events.
- c. Contributions and donations to other groups or organizations.
- d. Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities.
- e. Costs resulting from violations of or failure to comply with federal, state, and local laws and regulations.
- f. The salaries and costs of the office of the governor of a state or the chief executive of a political subdivision. These costs are considered a cost of general state or local government.
- g. The salaries and other costs of the legislature or similar local governmental bodies such as county commissioners, city councils, and school boards, whether incurred for purposes of legislation or executive direction.
- h. Interest on borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith.
- i. Non-Cash Expenses as defined in Section 118.104(h), Jacksonville Ordinance Code.
- j. Costs of any audits required under Chapter 118, Jacksonville Ordinance Code.

7. As required by Section 118.201, Jacksonville Ordinance Code, Recipient:

- a. Consents to abide by Chapter 119 (Public Records), Florida Statutes, and successors thereto, as they may be amended from time to time.
- b. Agrees to return, within 15 days of demand thereof, the City Funds to Recipient in the current or prior fiscal years upon the City finding that Recipient has violated the terms of this Agreement, or any other agreement executed by Recipient with the City, the provisions of the Ordinance appropriating City Funds to Recipient, or the provisions of Chapter 118, Jacksonville Ordinance Code.
- c. Agrees to return to the City the City Funds expended for disallowed expenditures, as determined by the City in its sole discretion, in accordance with Chapter 118, Part 4, Jacksonville Ordinance Code.

d. Agrees:

i. To maintain separate bank demand or time deposit account for the Program and to deposit the City Funds received pursuant to this Agreement and no other funds in the account and make all disbursements of City Funds from the account. Provided, however, that if Recipient is on a reimbursement or draw basis, Recipient does not have to maintain a separate bank account; or

ii. With the approval of the Council Auditor, to maintain a separate budgetary accounting system so that the receipt and disbursement of City Funds can be accurately and adequately determined by reference to the books of accounts of Recipient, and a separate bank account need not be maintained.

e. Consents to:

i. Such audits of Recipient's financial affairs by the Council Auditor's Office as the Council Auditor may require relating to the City Funds; and

ii. Producing all documents required by the Council Auditor. 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. Provide the City with an annual report of receipts and expenditures of City funding (in such form as the Council Auditor shall prescribe), if funding received from the City is less than \$100,000. This report shall be certified as to its accuracy by the Financial Officer or Treasurer of Recipient. Such report shall also include the time period of the City's fiscal year commencing on October 1st and ending on September 30th, and shall be due on or before November 15th of each year; and

iv. If Recipient receives City funding, either from one City funding source or cumulatively from several City funding sources, in an amount from \$100,000 to \$500,000, Recipient shall obtain and provide the City with an original single independent audit of such funds in accordance with Generally Accepted Auditing Standards ("GAAS") issued by the Auditing Standards Board of the American Institute of Certified Public Accountants ("AICPA"). This audit shall be due within 120 days of the close of Recipient's fiscal year and shall present information based on the City's fiscal year commencing on October 1st and ending on September 30th; and

v. If Recipient receives City funding, either from one City funding source or cumulatively from several City funding sources, in an amount in excess of \$500,000, Recipient shall obtain and provide the City with an original single independent audit of such funds in accordance with both GAAS and Government Auditing Standards ("GAS") issued by the Comptroller General of the United States, and, if applicable, the provisions of Office of Management and Budget Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions, of its financial affairs for its fiscal year ending within the current City fiscal year. Such audit shall be made by an independent certified public accountant and shall be due within 120 days of the close of Recipient's fiscal year. In addition

to the information described above, such audit shall present information regarding Recipient's use of City funding (including, but not limited to, Recipient's use of the City Funds) based on the City's fiscal year commencing on October 1st and ending on September 30th; and

vi. Biannual administrative and programmatic reviews directed by the City's Division of Grants and Contracts Compliance, at a minimum. These reviews will be directed toward quality improvement in Recipient's service delivery.

f. Notwithstanding the reporting requirements of this Agreement and the Jacksonville Ordinance Code, Recipient shall not submit any information to the City in violation of the privacy rights under the provisions of the Health Insurance Portability and Accountability Act ("HIPAA") or other applicable federal, state, or local laws.

8. Unless otherwise provided in the Scope of Work and Budget, payment(s) will be made to Recipient on a monthly basis for services performed or on a reimbursement basis for work done. Reasonable retainages may be held by the City until all reports, audits, and/or accountings are provided by Recipient and accepted by the City. Payment requests by Recipient shall be made by the 15th of the month and shall provide accounting backup (invoices and/or receipts along with copies of promotional materials as appropriate) along with such other documentation reasonably requested by the City to allow payment of City Funds for the Program services performed for the prior month consistent with this Agreement. All accountings, submittals, and financial reports must be received and approved by the City no later than **October 9th**, in order for Recipient to receive any remaining payments, including retainage amounts, for the term of this Agreement.

9. Recipient agrees to perform the Program services under the general coordination of the City's Division of Grants and Contract Compliance. Any notices required to be given under this Agreement shall be by certified mail, return receipt requested, or by hand delivery with a written receipt. Notices delivered by certified mail shall be deemed received three days after mailing or upon actual delivery, whichever occurs first. Notices shall be delivered to the following:

For the City: Division of Grants and Contract Compliance
 214 North Hogan Street, 8th Floor
 Jacksonville, Florida 32202
 Attn: Audrey Gibson, Contract Administrator

For Recipient: Family Foundations of Northeast Florida, Inc
 40 East Adams Street, Suite 120
 Jacksonville, Florida 32202
 Attn: President/CEO

10. Recipient shall indemnify and hold the City harmless in accordance with the indemnification provisions outlined in attached **Exhibit B**.

11. During the term of this Agreement, Recipient shall procure and maintain at its sole expense insurance of the types and limits not less than the amounts required in attached **Exhibit C**.

12. Recipient shall not assign any rights or duties under this Agreement to any other party without the prior written permission of the City. If Recipient attempts to assign any rights or duties without securing prior written permission from the City, this Agreement shall be null and void and Recipient shall remit to the City all City Funds paid to Recipient at the time of the assignment or that were spent by Recipient or Recipient's assignee after the unauthorized assignment. All funds shall be returned to City within 15 days of demand thereof.

13. Should the City, as a result of Recipient's performance or lack thereof, be required to reimburse any sums to any recipient, federal or state, contributing funds to the Program, or should the City be required to expend City Funds to complete or correct performance of Recipient under this Agreement, Recipient will immediately refund and reimburse the City for all sums so expended. For the purpose of this Agreement, the term "City" shall mean the City of Jacksonville as a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida and shall include its elected officials, members, officers, employees, agents, and representatives.

14. In case of a breach of this Agreement, other than one that endangers the life or health of a person or will otherwise create imminent harm, in the opinion of the City, Recipient will have 30 days after notice from the City to cure the defect. If the defect is not timely cured, the City will have all of its remedies at law and in equity to enforce this Agreement or collect its damages arising from the breach by Recipient of this Agreement.

15. As required by Section 125.306, Jacksonville Ordinance Code, Recipient warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for Recipient, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona-fide employee working solely for Recipient, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the City Funds, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

16. In its performance of this Agreement, Recipient must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances (collectively, the "Laws"), with respect to the services, as such Laws exist and may be amended from time to time. Such Laws shall include, but are not limited to, Chapter 119, Florida Statutes (Florida Public Records Law), Section 286.011, Florida Statutes (Florida Open Meetings Law), and the applicable requirements for licenses and certifications necessary to perform the services. If any of the obligations of this Agreement are to be performed by a subcontractor or subrecipient, the provisions of this paragraph shall be incorporated into and become a part of the subcontract, if any.

17. Recipient represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age, or disability, in all areas of employment relations, for the performance of services provided during the term of this Agreement. Recipient agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisements, application forms, and other pertinent data and records, by the Executive Director

of the Jacksonville Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; *provided, however*, that Recipient shall not be required to produce for inspection records covering periods of time more than one year prior to the Effective Date. Recipient agrees that if any of the services to be provided pursuant to this Agreement for the Program are to be performed by a subcontractor, the provisions of this paragraph shall be incorporated into and become a part of the subcontract, if any. Additionally, Recipient represents that it has adopted and will maintain a policy governing the misconduct of Recipient, its employees, board members, agents, and representatives relating to any individuals receiving services from Recipient under this Agreement.

18. TIME IS OF THE ESSENCE in the performance by any party of its obligations hereunder. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday, or legal holiday. Saturdays, Sundays, and legal holidays shall not be considered business days.

19. The failure or delay by either party in asserting any of its rights or remedies as to any default hereunder shall not constitute a waiver of such default, or any other default, or of related rights or remedies. If any provision of this Agreement is determined to be invalid, and the invalid provision is not a material part of this Agreement, in the opinion of the City, the invalidity of the provision shall not impair the operation of or have any other effect on the remaining provisions of this Agreement.

20. This Agreement represents the entire agreement between the parties with respect to its subject matter. No statement, understanding, writing, course of action, or course of conduct by the parties or their authorized representatives is binding unless contained in this Agreement. This Agreement may be amended only by written amendment signed by the authorized representatives of the parties. This Agreement may be signed in counterparts and by electronic signature, the counterparts and signatures of which, when taken together, shall constitute but one agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

Attest

CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

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

By: _____
Donna Deegan
Mayor

Witness

FAMILY FOUNDATIONS OF NORTHEAST FLORIDA, INC., a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Encumbrance and funding information for internal City use:

Maximum Indebtedness: \$568,331.00

The above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), Jacksonville Ordinance Code, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing contract; provided, however, this certification is not, nor shall it be interpreted as, an encumbrance of funding under the contract. Actual encumbrances shall be made by subsequent purchase orders as specified in the contract.

Director of Finance
City Contract # _____

Form Approved:

Office of General Counsel

EXHIBIT A
SCOPE OF WORK AND BUDGET

SCOPE OF SERVICES AND BUDGET
Family Foundations of Northeast Florida, Inc.
Mental Health and Financial Wellness Services

The City will use funding to further expand the local Cure Violence initiative and support the further development of the Mayor's Violence Reduction Center. The goal of the Cure Violence program is reducing murders and shootings by approaching violence as an epidemic process that can be stopped by employing the same health strategies used to fight all other public health epidemics. This project will support the City's efforts to train staff and participants, and secure wrap-around services for implementation of the Cure Violence model.

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

Family Foundations proposes to provide mental health and financial wellness services to Cure Violence staff members at the three sites: Bridges to Cure, Noah's Ark, and the Potter's House. Family Foundations will also provide mental health and financial wellness services to Cure Violence program participant referrals and administer wrap-around services that will be made available to them. Our services are intended to assist clients with becoming emotionally and financially stable. Through a combination of group meetings, psycho-educational and financial education group sessions, individual counseling, and case management services, Family Foundations will provide clients with tools and skills to address barriers that have impacted their personal and professional relationships and also prevented them from achieving financial goals.

PROGRAM SCOPE OF WORK AND DELIVERABLES:

1. **Staffing and support to expand the Mayor's Violence Reduction Center (MVRC).** Cure Violence local partner staff will be available to respond to murder/shootings as needed to provide services and assistance as described in the scope of services. The MVRC will provide wrap-around services.
2. **Procure services to provide data analytics and support regarding Jacksonville's Cure Violence initiative.** Delivery and receipt of the goods/services procured as attested on the expenditure report.
3. **Contract with local vendors to provide social services for individuals identified through the Cure Violence initiative.** Local vendors will be available to provide social services as needed as described in the scope of services. Minimum performance will be the completion of the activities identified in the scope of services.
4. **Group Sessions:** Mandatory group counseling sessions will be conducted. These sessions provide opportunities for clients to discuss a variety of topics, feelings, and emotions to help them learn how to manage the stress and anxiety experienced during their work in the community. Sessions focus on building interpersonal skills and teamwork and also provides participants with tools and techniques to address their emotions, manage conflict, and de-escalate tense situations. Finally, group session address home/domestic issues as we have learned during the past year that these issues have impact on the participants' abilities to

successfully fulfill their roles in the program. Participants learn how to balance work and home priorities and also how to separate/compartmentalize issues so as not to have negative impact on either.

5. **Individual Sessions:** Individual counseling sessions will be offered to all participants. Participation in these sessions will be voluntary and at the request of the participant. Participants may also be referred by Program Management to address work/disciplinary issues. Each participant who participates in individual counseling will receive the following: Intake Process Counseling Assessment, Treatment Plan/Plan Updates, and Counseling Interventions are a regular part of the process.

6. **Educational Workshops:** Bi-monthly educational workshops are designed to provide a series of skills and decompression techniques to help team members deal with life events so that they can focus on the primary work that they do in the community. Workshops will be developed/facilitated to address topics/issues experienced by Cure Violence participants. Topics will also adhere to Cure Violence's national program model. Below is a partial list of sessions/topics that will be conducted.

- i. **Race/Culture:** Identifies and focuses on cultural biases that impact the target communities where Cure Violence work is being performed.
- ii. **Boundary Issues:** Focuses on why and how setting health boundaries in the workplace/community is important. Includes discussions of physical, mental, and emotional boundaries in relationships
- iii. **Conflict Resolution:** Team Members have learned conflict resolution techniques that they can use in their interactions with each other, management, and participants in their assigned zip codes. These techniques and methods are designed to ensure that the stress and anxiety that they face can be channeled towards a positive resolution of daily incidents. Virtual sessions have allowed Team Members to explore how to manage home and work scenarios in the community during COVID-19 restrictions. The shift in environment where Team Members spend a majority of their time with family members has raised additional tension that adds to the stress and conflict that they face on the streets.
- iv. **Trauma-Informed Counseling:** Family Foundations offers trauma-informed counseling that focuses on the psychological distress Team Members may face following exposure to a traumatic or stressful event. This counseling is centered on a fear-based reaction and helps Team Members externalize angry and aggressive symptoms. Both sites have learned how to recognize chronic trauma symptoms. Counseling sessions focus on the type of exposure to trauma they may face and how they occur across gender, race, ethnic communities, and socio-economic groups. Counseling also provides insight into the basics of how social impact of trauma manifests itself on communities and individuals.
- v. **Mental Health First Aid USA Training:** This course is designed to help Team Members recognize and respond to a person experiencing a mental health crisis. The first aid taught in this course allows Team Members to provide appropriate treatment and support until First Responders arrive. Team Members learn how to assess the risk, listen non-judgmentally, give reassurance and encourage self-help, and other support strategies. Participants receive a certificate from MHFA USA at the conclusion of the course and also gains access to the MHFA website and resources.

4. **Case Management Services:** Family Foundations will assist Team Members with accessing community resources to address personal/family needs. This may include accessing food, housing, or other benefits.

5. Financial Education: The goal of the Financial Education/Coaching sessions is to help participants change their behavior with money. Family Foundations will conduct two 6-week sessions on basic financial skills and concepts to include topics such as: developing a sustainable budget, principals of savings, understanding credit/credit scores, responsible use of credit/debt, and homeownership. In addition, participants will complete *Credit When Credit is Due*, a self-paced course about the responsible use of credit. At the completion of the course, participants can add a note to their credit file and potentially receive a boost in their credit score.

6. Financial Coaching/Counseling: Participants will receive individual coaching/counseling to assist them in reaching specific financial goals. Each participant will receive a minimum of 4 counseling sessions. Participants will develop a budget and savings plan and a work plan will be developed to assist them in reaching their goals. Participants with more complex financial goals/issues will receive financial coaching services which are designed to assist the client over a longer period of time. Team Members interested in home ownership will be able to participate in Family Foundations' Homebuyer's Club. The Club works with participants to prepare and qualify for buying a home.

PROGRAM COSTS/PAYMENT TERMS

- 1 Full-time Program Manager: The Program Manager will serve as the MVRC's City's resource for violence reduction/prevention and community-based intervention. In partnership with other internal and external partners, this position will coordinate a comprehensive effort to address gun violence. They will develop, coordinate, and lead activities at the MVRC. The MVRC Community Services Managers collaborates with internal and external partners to provide supportive services to participants.
- 1 Full-time Outreach Worker: The Outreach Worker will work with the community on events and enhancing the program to those in the communities served by the Cure Violence three sites.
- 1 Full-time Change Engineer: Change Engineers work with participants through the process of intake, assessment, referral, education, and vocational placement.
- 1 Full-time Master's level or Licensed Mental Health Counselor's time: The counselor will be responsible for conducting group educational sessions, crisis intervention/de-briefing sessions, and case management services. The counselor will also provide individual counseling services for Cure Violence team members requesting services.
- 1 Full-time Financial Coach/Counselor: The coach/counselor will conduct group educational sessions to provide basic tools on money management. The coach/counselor will also provide initial individual financial assessments for all staff and conduct individual sessions for Cure Violence team members requesting services.
- 1 PT Case Manager: The case manager will work with Cure Violence team members to coordinate access to resources for food, housing, emergency assistance, etc. The case manager will also support the counselors in conducting workshops and coordinating counseling sessions.
- Finance & Administration Manager: An allocation of the manager's time will be included to support grant administration, billing, and reporting.
- Family Foundation Executive Director: An allocation of management's time to include general oversight of the entire Cure Violence initiative working with the City and issues to reduce crime and violence in impacted areas.

PROGRAM IMPACT & REPORTING – Proposed objectives for the program

Mayor’s Violence Reduction Center (MVRC)

- Completion of at least one activity identified in the scope of services
- Delivery and receipt of the goods/services procured as attested on the expenditure report
- Track and report on the number of referrals of individuals impacted by crime
- Track and report of the number of actual services received by program participants
- Track and report on referral sources and agencies
- Provide monthly Performance Reports to the City’s Office of Grants and Contract Compliance attesting to the progress towards deliverables and to validate the required minimum acceptable level of service
- Track the return on investment or benefits of this program for the City and the communities
- Hire and train staff using Cure Violence Global interview process and background checks

Mental Health and Life Skills

- 95% of staff will participate in weekly group sessions at each site
- 95% of staff will participate in bi-monthly educational workshops
- 75% of participants will indicate increased knowledge of de-escalation skills
- 100% of participants will complete Mental Health First Aid Training
- 40% of participants will complete individual counseling sessions
- 100% of individual counseling participants will receive a comprehensive assessment and evaluation

Financial Wellness and Education

- 60% of participants will complete the 6-week financial education series
- 90% of staff will participate in individual counseling sessions
- 100% of participants who begin individual counseling will receive the following:
 - credit report w/credit score
 - assistance with developing a budget
 - individual work plan that addresses goals and specific steps to achieve them

(All participants may receive items above regardless of their on-going participation in individual counseling)

- 30% of participants who begin individual counseling will request assistance with housing counseling/education or debt management

During the current fiscal year, Family Foundations has achieved the following through the end of June:

- a. conducted 8 financial education sessions
- b. provided individual financial coaching/counseling to 24 individuals
- c. provided 220 individual mental health counseling sessions to 15 individuals
- d. conducted 18 psychoeducational sessions
- e. conducted 80 weekly sessions at Bridges to Cure and Noah’s Ark

Family Foundations’ role in the Cure Violence program does not have a direct impact on residents; our role is to provide support to the staff of the programs which allows them the emotional and financial stability needed to effectively perform their jobs. The impact on residents is therefore measured by the reduction in violence achieved by the direct services performed by the Cure Violence team members. The ultimate goal is to create safer communities throughout Jacksonville, and specifically in the communities in which Cure Violence operates.

Vendor	Role	Year 1	Year 2	Year 3	Funding
Family Foundations, Inc.	Family Foundations inc. provides standardized trauma assessments and vouchers for emergency housing, addiction/mental health, childcare, education, training, and transportation	\$189,442	\$189,444	\$189,445	\$568,331
Total Contractual Services Appropriation					\$568,331

EXHIBIT B

INDEMNIFICATION

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

1. *General Tort Liability*, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties’ performance of the operations, services, or work performed under this Agreement; 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 operations, services, 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 services, 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, any products generated by the services, or any part of the services are held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall immediately make every reasonable effort to secure within 60 days for the Indemnified Parties a license authorizing the continued use of the disputed part of the service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the disputed service or product with a non-infringing service or product or modify such service or product in a way satisfactory to the Indemnified Parties so that the service or product is non-infringing.

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

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

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting its liability under this Agreement, Recipient shall procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Recipient shall require its contractors, subcontractors, subrecipients, laborers, materialmen, and suppliers to provide, as applicable), insurance of the types and in amounts not less than the amounts stated below:

Insurance Coverages

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

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

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

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

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

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

Professional Liability	\$1,000,000	Per Claim
	\$2,000,000	Aggregate

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

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

(Only if program includes direct supervision of children, special needs, and/or senior citizens)

Sexual Molestation Liability coverage 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.

Additional Insurance Provisions

- A. **Certificates of Insurance.** Recipient shall provide the City with certificates of insurance that show the corresponding city contract number or bid number in the description, Additional Insureds, and Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 West Duval Street, Suite 335, Jacksonville, Florida 32202.
- B. **Additional Insured.** All insurance except Workers' Compensation, Professional Liability, shall be endorsed to name the City and its members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, and for Automobile Liability in a form no more restrictive than CA2048.
- C. **Waiver of Subrogation.** All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City and its members, officers, officials, employees, and agents.
- D. **Carrier Qualifications.** The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- E. **Recipient's Insurance Primary.** The insurance provided by Recipient shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or its members, officials, officers, employees, and agents.
- F. **Deductible or Self-Insured Retention Provisions.** All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Recipient. Under no circumstances

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

- G. **Recipient's Insurance Additional Remedy.** Compliance with the insurance requirements of this Agreement shall not limit the liability of Recipient or its contractors, subcontractors, employees, or agents to the City or its members, officers, officials, employees, and agents and shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
- H. **Waiver/Estoppel.** Neither approval by the City 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.
- I. **Notice.** Recipient shall provide an endorsement issued by the insurer to provide the City 30 days' prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, Recipient shall provide 30 days' written notice of any change in the above coverages or limits, or of coverages being suspended, voided, or cancelled, including through expiration or non-renewal.
- J. **Survival.** Anything to the contrary notwithstanding, the liabilities of Recipient under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.
- K. **Additional Insurance.** Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City and its members, officers, officials, employees, and agents also be named as an Additional Insured.
- L. **Special Provisions.** Prior to executing this Agreement, Recipient shall present the Agreement and insurance requirements to its insurance agent affirming that: (1) the agent has personally reviewed the insurance requirements of the Agreement; and (2) the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Recipient.