

**FISCAL YEAR 2019/2020 FUNDING AGREEMENT
BETWEEN
CITY OF JACKSONVILLE, FLORIDA
AND
UNITED WAY OF NORTHEAST FLORIDA, INC.**

THIS FISCAL YEAR 2019/2020 FUNDING AGREEMENT (the “**Agreement**”), is made and entered into on this _____ day of _____, 2020 (the “**Effective Date**”), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the “**City**”) and **UNITED WAY OF NORTHEAST FLORIDA, INC.**, a Florida not-for-profit corporation, whose principal address is 40 East Adams Street, Suite 200, Jacksonville, Florida 32202 (“**Recipient**”).

RECITALS

WHEREAS, the City recognizes there are a large number of residents in Duval County, Florida who struggle to afford basic necessities and that these needs were dramatically amplified by the COVID-19 pandemic; and

WHEREAS, the City also recognizes this pandemic has created an unprecedented demand on non-profits who serve the most vulnerable members of the Duval County population; and

WHEREAS, pursuant to Ordinance 2020-248-E, of the City of Jacksonville City Council appropriated \$1,000,000.00 (the “**City Funds**”) to Recipient for the Florida’s First Coast Relief Fund (the “**Relief Fund**”) to provide grant funding to non-profit organizations that address both the immediate and long-term unmet needs of families and individuals that arise during times of disaster; and

WHEREAS, the City Funds appropriated to the Relief Fund will be used solely to assist non-profit organizations to deliver essential human services to residents of Duval County who are disproportionately burdened by the impacts of the COVID-19 virus (the “**Program**”); and

WHEREAS, Recipient will administer the use of the City Funds in accordance with the terms and conditions of this Agreement.

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

I. RECITALS

The above stated recitals are true, accurate and correct and by this reference are made a part this Agreement.

II. GENERAL CONDITIONS

- A. The appropriation made by Ordinance 2020-248-E (the “**Ordinance**”) constitutes a City grant subject to the provisions of Chapter 118, Sections 1 through 5, *Jacksonville Ordinance Code* except as may be expressly waived or altered in the Ordinance or this Agreement. As such, Recipient accepts the funds appropriated for the purposes outlined herein and for no other purpose. Recipient shall oversee and administer the use of City Funds for the Program in accordance with **Exhibit A** which identifies the authorized uses of the City Funds for the Program. The City Funds provided under this Agreement shall be used solely for the benefit of individuals in Duval County, Florida. If City Funds are expended for the benefit of individuals outside Duval County, Florida, Recipient shall refund the City Funds to the City within fifteen (15) business days of demand and the City may terminate this Agreement.
- B. Recipient agrees to do as follows:
1. To accept the City Funds as appropriated in accordance with the terms of this Agreement, the provisions of the Ordinance appropriating the City Funds and Chapter 118, Sections 1 through 5, *Jacksonville Ordinance Code*, as amended from time to time, a copy of which can be obtained by Recipient online at <http://library.municode.com/>, all of which are incorporated into this Agreement by this reference. The City Funds shall be used only for the Program and for no other purpose; and
 2. To abide by Chapter 119, Florida Statutes, as amended from time to time, a copy of which can be obtained by Recipient online at <http://www.leg.state.fl.us/Statutes/>, which by this reference is made a part of this Agreement. All documents not expressly exempt from the Public Records Act relative to this Agreement and the City Funds are considered to be public records as defined in said Chapter 119, Florida Statutes; and
 3. To obtain permits, as may be required, from the State of Florida and the City of Jacksonville and abide by all applicable state laws and local ordinances, as may be amended from time to time; and
 4. To return to the City, within fifteen (15) days’ of written demand, all City Funds paid to Recipient under the terms of this Agreement upon the City finding that Recipient has violated the terms of this Agreement, the provisions of the Ordinance appropriating funds to Recipient, or the provisions of Chapter 118 of the *Jacksonville Ordinance Code*; including, but not limited to, making disallowed expenditures, as specified in Chapter 118, Parts 3 and 4, *Jacksonville Ordinance Code*; or for using City Funds to pay the costs of required audits, which are specifically disallowed by this Agreement; and
 5. Recipient does not have to maintain a separate bank account if Recipient is on a reimbursement basis. If Recipient is not on a reimbursement basis, Recipient shall maintain a separate bank account or, with the approval of the City Council Auditor, a separate budgetary accounting system so that the receipt and disbursement of City Funds can be accurately and adequately determined by reference to the book of accounts of Recipient. In using one of the above-stated methods, if Recipient opts for deposit in an

interest-bearing account, Recipient shall report to the City with all other information provided monthly, the amount of interest earned, the amount of interest received and the use made of such interest. Any interest earned on City Funds provided pursuant to this Agreement can be spent only on item(s) already in Recipient's approved budget.

6. Recipient consents to:

- i. Such audits of Recipient's financial affairs by the Department (as herein defined), the Council Auditor's Office or the Office of Inspector General as may be required as they relate to the City Funds.
- ii. Producing all documents required by the Department, the Council Auditors, the City's Ethics Office or the Office of Inspector General. Recipient agrees to give the City complete and unfettered access to all records regarding City Funds provided under this Agreement, at all times, during regular business hours, to ensure the City Funds are being properly spent.
- iii. If Recipient receives funding less than \$100,000.00 from the City, Recipient shall furnish to the City an annual report of receipts and expenditures of City Funds in such form as the Council Auditor shall prescribe. This report shall be certified as to its accuracy by the Financial Officer/Treasurer of Recipient's organization. This report shall include the time period of the City's fiscal year commencing on October 1st and ending on September 30th and shall be due on November 15th of each year.
- iv. If Recipient receives funding in an amount from \$100,000.00 to \$500,000.00, either from one (1) City funding source, or cumulatively from two (2) or more City funding sources, Recipient shall obtain and provide to the City an original single independent audit of the City Funds in accordance with Generally Accepted Auditing Standards ("GAAS"), issued by the Accounting Standards Board of the American Institute of Certified Public Accountants ("AICPA") This report shall be due within one hundred twenty (120) days of the close of Recipient's fiscal year. This report shall present information based upon the City's fiscal year commencing October 1st and ending September 30th.
- v. If Recipient receives funding, in an amount in excess of \$500,000.00, either from one (1) City funding source or cumulatively from two (2) or more City funding sources, Recipient shall obtain and provide to the City an original single independent audit of the City Funds conducted 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 with the current City fiscal year. Such report shall be made by an independent certified public accountant and shall be due within one hundred twenty (120) days of the close of Recipient's fiscal year. In addition to the information described above, such report shall present information regarding its use of City Funds based upon the City's fiscal year commencing October 1st and ending September 30th.

- vi. The independent certified public accountant's report shall include separate statements of source and status of funds received from the City, and Program costs showing the expenditure of City Funds as compared to the authorized budget for those funds from the City. The report shall include the detailed budget approved by the City Council and shall be adjusted by any budget changes approved during the term of this Agreement.
 - vii. Recipient shall include in all contracts and/or grant awards to non-profit recipients who receive an award from the Relief Fund that includes City Funds ("Subrecipients") a provision under which said Subrecipients agree to file with Recipient all financial and compliance reports necessary to allow Recipient to file the documentation and reports required of Recipient under this Agreement and to allow the City in its sole discretion, through its authorized representatives, to audit all books, accounts, and other documentation relative to the Subrecipients' receipt and expenditure of City Funds.
7. Recipient's violation of any of the provisions contained in this Agreement, including the failure to adhere to the auditing or reporting requirements of this Agreement or any applicable code or statutory provision, whether or not incorporated into this Agreement, shall be a material breach and may result in immediate termination of this Agreement and Recipient's return of all City Funds granted by this Agreement.

III. ASSIGNMENT

Except for the Subrecipients awarded grants by Recipient under the Program in accordance with this Agreement and Chapter 118, Sections 1 through 5, *Ordinance Code*, Recipient shall not assign any rights or duties under this Agreement to any other party without the City's prior written permission. If Recipient attempts to assign any rights or duties without securing prior written permission, this Agreement shall be void and Recipient shall return to the City all City Funds that are unspent by Recipient at the time of the assignment or that were spent by Recipient or Recipient's assignee after the assignment. The funds shall be returned to City within fifteen (15) days of demand.

IV. EFFECTIVE DATE/TERM OF AGREEMENT

- A. This Agreement is effective as of the Effective Date and shall continue in effect as to all its provisions, terms, and conditions until September 30, 2020, unless sooner terminated by either party by giving thirty (30) days' prior written notice of termination to the other party, or such lesser notice the parties may mutually agree upon. Recipient shall at all times be an independent contractor and not an employee or agent of the City in providing the services and administration of the Program contemplated herein. Recipient is therefore solely responsible for the means and manner of performance.
- B. If this Agreement is terminated early by either party, any City Funds in the possession of Recipient or any Subrecipient that are unspent or unencumbered at the time of Recipient's receipt of notice of termination shall be returned to the City within five (5) business days of termination. Pursuant to the legislative mandate in Section 118.301(a)(5), *Jacksonville Ordinance Code*, all funding provided pursuant to this Agreement shall be spent or otherwise

encumbered during the Agreement term ending September 30, 2020. Any City Funds not spent or otherwise encumbered shall be returned to the City, as provided in Section 118.301(a)(5), *Jacksonville Ordinance Code* and this Agreement for deposit into the City's general fund.

V. PAYMENT

- A. The City agrees to pay Recipient **an amount not to exceed \$1,000,000.00** for the Program, which amount is the maximum indebtedness of the City pursuant to this Agreement, and the only obligation of the City under this Agreement. Payment will be made to Recipient in three installments of \$300,000.00, \$300,000.00, and \$400,000.00 respectively during the term of this Agreement. The initial payment of \$300,000.00 will be made to Recipient upon the City's execution of this Agreement. The subsequent payments of \$300,000.00 and \$400,000.00 respectively will be made within fifteen (15) days of the City's receipt of a request from Recipient sent to the attention of the Contract Administrator. Said payment request shall be accompanied by evidence that all City Funds paid to date have been awarded or appropriated in compliance with this Agreement and shall further include all reports and accountings required herein certifying that Recipient and all Subrecipients (where applicable) have complied with the terms and conditions of this Agreement. Payment will not be made until the Contract Administrator has received and approved all required reports and documentation and certifications of compliance as determined by the Contract Administrator.
- B. Program costs paid for under any other agreement or from any other funding source are not eligible for payment under this Agreement. Violation of this clause is a material breach of this Agreement and City may withhold 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, immediately terminate this Agreement, upon twenty four (24) hours' written notice and require the return immediately upon demand of all City Funds paid to Recipient. A violation shall also be reported to any federal, state, or other funding sources for investigation.
- C. If Recipient comes under investigation by any government or funding agency (including a City agency) for activities; including, for example, but not limited to, misuse of grant funds, improper accounting for grant funds, or any other improper activities, all City Funds under this Agreement may be suspended, in the sole discretion of the City, until the investigation has been resolved in Recipient's favor or the alleged misuses have been satisfactorily explained to the Council Auditors.
 1. If the 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 City Funds will be paid, as appropriate.
 2. If the investigation has been resolved adversely to Recipient or if prior to such resolution, Recipient's explanation has been found unacceptable by the Council Auditor, then this Agreement shall immediately terminate and all suspended funds shall become disencumbered and shall be returned to the City. Furthermore, in the event of an adverse resolution, Recipient shall return to the City, all misused funds, all improperly accounted for funds, and all funds subject to multiple billings.

3. If the investigation extends beyond the expiration date of this Agreement, then the City will seek legislation to avoid lapsing of funds and this Agreement will continue on a month to month basis, only with respect to the suspended funds, in order that such funds will not be disencumbered and returned to the City by the passage of time.
- D. Recipient shall execute and deliver to the City a “Certification of Additional Funding Sources” in the form provided by the City (the “**Funding Certification**”). Recipient’s executed Funding Certification is hereby incorporated into and made part of this Agreement by reference.

VI. TECHNICAL ASSISTANCE

- A. Recipient agrees to accept technical assistance from the City related to reporting and to make any reasonable changes in its reporting procedures to better facilitate the documentation of Program efficiency and effectiveness.
- B. Recipient agrees to accept technical assistance from the City related to programmatic and administrative issues concerning the Program.
- C. Recipient shall notify the City if sufficient staff, facilities, or equipment necessary to deliver the Program cannot be maintained. Failure to notify the City of any such deficiencies, or to adequately maintain sufficient staff, facilities, or equipment necessary to deliver the Program after notice and a five (5) day cure period, shall be a material breach of this Agreement and grounds for termination upon 24 hours’ written notice.
- D. Recipient agrees to participate in meetings or other community activities reasonably requested by the City.
- E. Should monitoring reports of the Program determine administrative or programmatic deficiencies, the City in its sole discretion may require Recipient to successfully complete educational courses to remedy the deficiency.

VII. PROGRESS REPORTS/FINANCIAL REPORTS/PROGRAM MONITORING

- A. The City’s Contract Administrator will be responsible for monitoring the administrative and programmatic functions of the Program. The City’s Contract Administrator for the purposes of this Agreement will be Damian Cook of the City’s Office of Grants and Contract Compliance (the “**Department**”), or other appointed designee.
- B. Recipient agrees to provide the City’s Contract Administrator with a narrative progress report on the Program described in **Exhibit A** and shall include basic statistical information relevant to the Program. Recipient shall also provide the Contract Administrator with a financial report each month during the term of this Agreement, due on or before the 15th of each month, that shall include a statement of Program expenditures made in each Program category identified in **Exhibit A**.
- C. Recipient’s failure to provide the reports (i.e., annual report, financial reports, or the independent audit) required pursuant to this Agreement shall constitute a breach of this

Agreement resulting in the City demanding, in its sole discretion, that Recipient return all City Funds within five (5) days of demand therefor.

- D. The City shall have the absolute right, at all times during Recipient's normal business hours, with or without notice, to enter Recipient's administrative and programmatic premises for the purpose of conducting on-site evaluations of the administrative and programmatic functioning of the Program and Recipient's operation of the Program. Recipient's failure to allow the City or its authorized representatives to enter its premises shall be a material breach of this Agreement and grounds for withholding funds from any source, under this Agreement or any other agreement, and for termination of this Agreement and return to the City of all City Funds paid to Recipient under the terms of this Agreement.

VIII. INTEREST OF CITY OFFICERS/EMPLOYEES AND OTHERS

No officer or employee of the City, no members of its governing body, and no other public official of the governing body of the locality in which the Program 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 Program, shall participate in any decision relating to this Agreement which affects such person's personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

IX. INTEREST OF 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, in conflict with the performance or administration of the Program. Recipient further covenants that no person with a conflicting interest will be employed or contracted for the performance of this Agreement.

X. PERSONNEL

- A. Recipient represents that it now has, or will hire at its sole expense, all personnel required to administer the Program. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. Administration of the Program, including oversight of the expenditure of City Funds provided hereunder, shall 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 applicable.

XI. RECORDS

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

relative to the grant shall be public records and subject to the provisions of the Public Records Law. Recipient's failure to comply with this requirement will constitute a breach of this Agreement and may result in cancellation of this Agreement and refund to City of the City Funds.

- B. Recipient shall maintain financial and accounting records and conduct transactions in accordance with generally accepted accounting principles, Florida Statutes, and the requirements of the City's *Ordinance Code*. These financial records shall be maintained in a manner permitting positive and ready identification of any City Funds received by Recipient from the City from the time such funds are actually received by Recipient until the time they are actually expended or disbursed by Recipient according to the terms of this Agreement.
- C. In addition to other requirements specified in this Agreement, Office of Management and Budget (OMB) Circulars, including A-102, A-87, A-110, A-122, A-133 and A-21, may be used as a guide concerning records to be maintained. The aforesaid records shall be made available for audit, copying or inspection purposes at any time during normal business hours and as often as the City or the City of Jacksonville Council Auditor may deem necessary.
- D. Recipient shall retain for such inspection all of its records and supporting documentation applicable to this Agreement for five (5) years after expenditure of the City Funds received pursuant to this Agreement.

XII. AUDIT

- A. Recipient shall, at its sole cost, provide the City annually with an original copy of a single independent audit of the City Funds expended through the Program prepared by an independent certified public accountant not associated with Recipient or the Program, and the audit or audits covering the period specified in Section II.B.6. no later than one hundred twenty (120) days after the expiration of Recipient's fiscal year.
- B. Recipient's failure 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, is grounds for the City to withhold funds, from any source, from this Agreement, or from any other agreement, and for termination of this Agreement and the requirement that Recipient return to the City the City Funds.
- C. The following audit requirements are in addition and supplemental to other audit requirements in this Agreement:
 - 1. Recipient shall establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services, and all other documents (the "**Records**") in a format sufficient to reflect all receipts and expenditures of City Funds.
 - 2. Recipient shall retain all Program Records pertinent to this Agreement for a period of five (5) years after expenditure of the City Funds. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the Records shall be retained,

at no cost to the City, until resolution of the audit findings or any litigation based on the terms of this Agreement. Records shall be retained for longer periods when any retention period required by law exceeds the time frames required in this paragraph.

3. Upon demand, at no additional cost to the City, Recipient shall facilitate the duplication and transfer of any Records during the applicable retention period.
4. Recipient shall provide the Program Records at all reasonable times for inspection, review, copying, or audit by the City.
5. At all reasonable times for as long as Recipient maintains the Records, Recipient shall allow persons authorized by the City to have full access to and the right to examine any of the Records, regardless of the form in which kept.
6. Recipient shall, at its cost, provide audits or reports as requested by the City, and shall insure that all related party transactions are disclosed to the auditor.
7. Recipient shall comply and cooperate immediately with any inspections, reviews, or investigations deemed necessary by the City's Contract Administrator.
8. Recipient shall permit the City to interview any of Recipient's employees, subcontractors, and subcontractors' employees to assure the City of the satisfactory performance of this Agreement. Following such review, if Recipient's performance is, in the City's opinion, deficient, the City will deliver to Recipient a written report of the deficiencies with a request for Recipient to develop a corrective action plan. Recipient agrees to prepare and submit to the City a corrective action plan within five (5) business days of receiving the City's written report. Recipient shall correct all deficiencies identified in the corrective action plan within five (5) business days from the City's receipt of the corrective action plan.
9. All reports, audits, and other information Recipient provides pursuant to this Section shall contain the following statement: **"The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes"**.
10. Recipient shall include those audit, inspections, investigations, and record-keeping requirements of this Agreement in all Subrecipient contracts, awards and assignments that are necessary to ensure the Subrecipients provide Recipient the information and documentation necessary for Recipient to comply with the reporting, documentation, record-keeping and other requirements of this Agreement.

XIII. BUDGET CHANGES

The approved Program categories for expenditure of City Funds are provided in **Exhibit A**, and any changes in the said Program categories that would affect or alter how City Funds will be spent, shall be approved in writing by the Contract Administrator, which approval may also require consent by the City Council, prior to the expenditure of the City Funds; provided, nothing in this

Agreement authorizes any expenditure or obligation of City Funds in excess of the total sum of the approved budget pursuant to Section V.A.

XIV. CONTRACT, SCOPE OF WORK/SERVICES CHANGES

- A. Any requests for substantive changes to the Program or the authorized funding categories identified in **Exhibit A** shall be submitted by Recipient and approved by the City Council at least thirty (30) days prior to the changes. Failure to properly notify the City is a breach of this Agreement and grounds for termination under Section XVIII.
- B. If lawfully appropriated funds to finance this Agreement become unavailable; or, if City fails to appropriate funds for this Agreement, the City may terminate this Agreement on 24 hours' written notice to Recipient. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The City shall be the final authority as to the availability of funds.
- C. Should it become necessary for the City to change the designation of the City's Contract Administrator, the City shall use its best efforts to notify Recipient within 48 hours of such change, and no amendment to this Agreement is required to effect the change.

XV. EQUIPMENT PURCHASES

No equipment or other tangible personal property purchases in excess of \$500.00 may be made using City Funds. All equipment or tangible personal property purchased using City Funds shall be used solely for the benefit of the Program.

XVI. RESIDUAL FUNDS AND INTEREST; REVERSION OF ASSETS

Recipient agrees the City Funds, including any interest earned by the City Funds, that are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation, shall be returned to the City in the form of a negotiable instrument not later than ninety (90) days after the termination or expiration of this Agreement. Recipient shall transfer any other assets acquired by Recipient or any Subrecipient using City Funds that are on hand, and any accounts receivable attributed to the use of City Funds, at such time when the City no longer does business with Recipient for the purposes described in **Exhibit A**.

XVII. INTENTIONALLY OMITTED

XVIII. BREACH /TERMINATION

- A. If Recipient breaches any term of this Agreement and fails to correct the breach within five (5) business days from receipt of written notice of the breach, the City may terminate the whole or any part of this Agreement, or exercise any other rights it may have at law or in equity.
- B. Termination of this Agreement shall be upon no less than 24 hours' notice in writing, if the breach has not been corrected within five (5) business days after notice of the breach. The notices shall be delivered by certified mail, return receipt requested, or by hand delivery with a written receipt.

- C. Upon receipt of a notice of termination, except as otherwise directed, Recipient shall:
1. Immediately cease expenditure of City Funds on the date and to the extent specified in the notice of termination.
 2. Award no further grants to Subrecipients that include any City Funds.
 3. Terminate all orders, contracts and subcontracts that provide for further or continued expenditure of City Funds.
 4. Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including the final report, without reimbursement for the work to complete the report(s).
- D. All remedies of whatever nature and for whatever cause provided for in this Agreement are not exclusive but are cumulative and supplemental to all remedies available to City at law or in equity.

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. Notices shall be deemed effective upon receipt or three (3) days after posting by certified mail. Notices shall be delivered to:

For the City:

Damian Cook, Contract Administrator
Office of Grants and Contract Compliance
214 North Hogan Street, Suite 800
Jacksonville, Florida 32202

For Recipient:

Michelle Braun, President & CEO
United Way of Northeast Florida, Inc.
40 East Adams Street, Suite 200
Jacksonville, Florida 32202

XX. INDEMNIFICATION AND INSURANCE

- A. Recipient, including its Subrecipients, employees and agents, shall hold harmless, indemnify and defend the City, its directors, members, officials, officers, employees, representatives and agents against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of injury (whether material or corporeal) to persons, including death, or damage to property, arising out of or incidental to Recipient's, its employees' or agents' performance or lack of performance under this Agreement. 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 this Program, or should the City be required to expend City Funds to complete or correct performance of the Recipient under this Agreement, Recipient will immediately refund and reimburse the City for all sums so expended. For the purposes of this indemnification, the term “City” shall mean the City of Jacksonville as a consolidated political subdivision and municipal corporation of the State of Florida, and shall include its elected officials, its members, officers, employees, agents and representatives.

- B. Recipient shall further indemnify and defend the City as provided in **Exhibit B**.
- C. Recipient shall obtain, and shall maintain for the duration of the term of this Agreement, insurance in the forms and amounts provided in **Exhibit C**.

XXI. CIVIL RIGHTS

- A. There will be no discrimination against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap, marital status, citizenship status, creed, sexual orientation, gender identity, disability, veteran status, or any other protected status under federal, state, or City law, or under Recipient’s corporate policies in the performance of this Agreement.
- B. Recipient shall comply, and shall require all Subrecipients to comply, with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d) in regard to the persons served.
- C. Recipient shall comply, and shall require all Subrecipients to comply, with Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e) in regard to employees or applicants for employment.
- D. Recipient shall comply, and shall require all Subrecipients to comply, with Section 504 of the Rehabilitation Act of 1973 in regard to employees or applicants for employment and clients served.
- E. Recipient shall comply, and shall require all Subrecipients to comply, with the Americans with Disabilities Act of 1990 (Public Law 101-336) in regard to employees and persons served.
- F. If City receives evidence of discrimination in violation of this Agreement, the City may terminate this Agreement in its sole discretion.

XXII. EQUAL EMPLOYMENT OPPORTUNITY

Recipient shall not discriminate, directly or indirectly, on the grounds of race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, sex, age or political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Recipient shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the City setting forth the provisions of this nondiscrimination clause. Recipient shall incorporate this provision in all subcontracts or awards to Subrecipients receiving City Funds.

XXIII. OTHER CONDITIONS

- A. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by both parties and attached to the original of this Agreement. The parties agree to amend this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.
- B. Recipient agrees to include the statement “**This program is funded in whole or in part by the City of Jacksonville**” or similar language agreed to in writing by both parties in all materials for the Program. Recipient is authorized to use a City logo approved in writing for the Program as an aid in identifying the source of funding, but the right granted is a revocable, non-exclusive, non-transferable limited license solely for the purpose of identifying the source of funding as required by this provision and for no other purpose. Recipient shall have no right or interest in the ownership of, or any goodwill associated with, the City logo. No right to use the City seal is included in the foregoing authority and use of the City seal is expressly prohibited.
- C. This Agreement applies to the City Funds appropriated hereunder, and the City’s rights and Recipient’s duties under this Agreement shall continue for a period of five (5) years from the Effective Date of this Agreement.
- D. Recipient shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, as amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Open Meetings Law). Such laws, rules, regulations, and ordinances also include, but are not limited to, the applicable requirements for licenses and certifications necessary to administer the Program. If any of the obligations of this Agreement are to be performed by a subcontractor or Subrecipient, the provisions of this Section shall be incorporated into and become a part of such subcontract or subrecipient contract.
- E. Failure by either party to insist upon strict performance of any of the provisions of this Agreement, either party’s failure or delay in exercising any rights or remedies provided in this Agreement, or any purported oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance of this Agreement, or of either party’s rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

XXIV. REPRESENTATIONS/WARRANTIES AND UNAUTHORIZED WORKERS

- A. As a material inducement for City to enter into this Agreement, Recipient warrants (and unless otherwise specified, the warranties shall remain true during the term of this Agreement) that:
 - 1. Recipient is a Florida non-profit corporation incorporated and validly existing under the laws of the State of Florida and authorized to conduct business and in good standing in the State of Florida, or Recipient has tax-exempt status pursuant to Section 501(c)(3) of the

Internal Revenue Code. Recipient has authority to enter into this Agreement and all documents contemplated by this Agreement, and to perform its obligations arising under this Agreement and other documents contemplated by this Agreement. The individuals signing on behalf of Recipient have authority to do so.

2. Recipient's execution of this Agreement and performance of its obligations under this Agreement have been duly authorized and approved by the shareholders, members, partners, or directors of Recipient (as the case may be).
 3. This Agreement and all documents contemplated by this Agreement each constitute a legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms.
 4. This Agreement and all documents contemplated by this Agreement do not and will not contravene any provision of the governing documents of Recipient, any judgment, order, decree, writ, or injunction by which Recipient is bound, or any provision of any applicable law or regulation by which Recipient is bound. The execution of this Agreement and all documents contemplated by this Agreement, and performance of the obligations of this Agreement and other contemplated documents, will not result in a breach of or constitute a default under any agreement to which Recipient is a party or require consent from any third party.
 5. Recipient and each of its Subrecipients hold all necessary licenses, permits, and authorizations required by applicable governmental bodies as a condition to conduct business in the State of Florida and in the City of Jacksonville.
 6. Recipient has not employed or retained any third party having a relationship with City to solicit or secure this Agreement and has not paid or agreed or promised to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.
 7. Recipient is not in default under any agreement with City.
- B. Recipient's (or any Subrecipient receiving City Funding's) employment of unauthorized aliens is a violation of Section 274A(e) of the Federal Immigration and Naturalization Act and a material breach of this Agreement, and City may unilaterally cancel this Agreement upon thirty (30) days' prior written notice of such cancellation.

XXV. RECIPIENT'S FISCAL YEAR

Recipient's fiscal year ends on September 30th.

XXVI. INCORPORATION OF EXHIBITS

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

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 prepared this Agreement.

XXVIII. INTENTIONALLY OMITTED

XXIX. ENTIRE AGREEMENT; COUNTERPARTS

This Agreement contains the entire agreement between the parties with respect to the receipt and expenditure of the City Funds. No agreement, understanding, course of action, course of conduct, or statement by either of the parties or their authorized representatives is effective unless it is contained in this Agreement. Except as may otherwise be provided in this Agreement, any revision, amendment, or other change to this Agreement shall be in writing and signed by the parties. This Agreement may be signed in counterparts, including by electronic signature, the counterparts and signatures of which, when taken together, shall constitute but one Agreement.

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

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

WITNESS:

UNITED WAY OF NORTHEAST FLORIDA, INC., *a Florida not-for-profit corporation*

Print Name: _____

By: _____
Michelle Braun, President & CEO

Print Name: _____

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

ATTEST:

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

By: _____
Lenny Curry, Mayor

Encumbrance and funding information for internal City use:

Account/PO Number: _____

Amount: \$ _____

This 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 (1) or more subsequently issued purchase(s) that must reference the foregoing Agreement. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

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

Director of Finance
City Contract # _____

FORM APPROVED:

By: _____
Office of General Counsel

EXHIBIT A

SCOPE OF SERVICES / BUDGET

City of Jacksonville Grant Proposal – Fiscal Year 2019/2020

Lead Agency: United Way of Northeast Florida, Inc.

Program Name: Florida’s First Coast Relief Fund

Background

United Way’s ALICE (Asset Limited, Income Constrained, Employed) report clearly defines the financial fragility of Duval County residents. In Northeast Florida – defined as Duval, Nassau, Clay, Baker and St. Johns counties – 27% of households are considered ALICE with an additional 11.4% in poverty. This means 221,301 of all 573,171 households in Northeast Florida – more than one in three – struggle to make ends meet. The ALICE report shows the cost of survival in Florida is \$24,600 for a single adult, \$27,348 for a senior citizen, and \$69,516 for a family of four. Putting this in perspective, the median salary in Florida for the most common occupation, retail sales, is \$22,040, less than all of these survival budgets. **For so many families who are now facing unemployment, reduced hours at work, lost wages and tips, mounting bills to pay and scarcity of everyday resources, the First Coast Relief Fund is serving as a critical safety net. Families who were already at the tipping point before the COVID-19 pandemic are now living in survival mode. The nonprofit community is seeing unprecedented demands for safety net services, including food, shelter, financial assistance and more.**

United Way 2-1-1 provides critical information about needs as they are occurring in the community. The 2-1-1 information/crisis hotline serves as a central resource for getting and disseminating information on available services, with most inquiries about safety net assistance. Call data analysis (year over year) shows that total 2-1-1 call volume increased 98.5% in the month of March 2020 and 84.9% in April 2020. United Way 2-1-1 data (from March 16 to May 1, 2020) shows 10,800+ total calls, including 4,200+ callers with a COVID-19 specific inquiry. Most COVID-19 calls were because the caller’s employer was temporarily closed or the caller had lost their employment. Zip codes for callers receiving the most referrals were 32209, 32210, 32208, 32218, 32244 and 32211 with 6,600+ total referrals (individuals can receive multiple referrals). This was 52% of all referrals (6,600+ of 12,600+ total referrals).

Overall, callers expressed concern for immediate or future needs around food, rent and utilities as their key reasons for calling United Way 2-1-1. This becomes very clear when 2-1-1 data is compared year over year. Calls for food assistance increased 458% in the month of March 2020 and 247% in April 2020. Calls for rent and mortgage assistance increased 97.3% in March 2020 and 92.9% in April 2020.

Florida’s First Coast Relief Fund Purpose

Local funders formed Florida’s First Coast Relief Fund (the “Fund”) to provide a dependable, consistent and collaborative method to raise and deploy resources to nonprofit organizations in Northeast Florida working to meet unmet critical needs of residents who are disproportionately impacted by disasters and crises. The founding members of the Fund are: The Community Foundation for Northeast Florida, the Jessie Ball duPont Fund, the Jewish Federation & Foundation of Northeast Florida, United Way of Northeast Florida, and United Way of St. Johns and Putnam Counties.

In the last seven weeks (as of May 1, 2020), \$3.5 million has been raised with 68 agencies receiving \$2.2 million in support. This is, however, just the beginning of a potentially long road to recovery from the

economic damage done by the COVID-19 pandemic. While some people may receive short-term assistance from state and federal support, such as enhanced unemployment and stimulus payments (\$1,000 per eligible individual) from the City of Jacksonville, it is clear that local need is going to be immense and, like the Great Recession, last longer than anticipated as the economy slowly recovers.

Fund Administration

The founding members of the Fund select the Fund administrator. United Way of Northeast Florida has been the Fund administrator since inception. United Way of Northeast Florida manages the Fund website, accepts donations on behalf of the Fund, accepts and prepared applications for the grants committee, and disperses the grant awards made by the grants committee. The cost to administer the Fund is paid for by United Way of Northeast Florida and by specific grants including a designation for Fund administrative expenses.

Nonprofits are lean organizations that funnel a vast majority of their resources into providing direct service. Many of their fundraising activities are now suspended. Many lack operating funds or reserves needed to respond to heightened demand for services when revenues are lower. It is critical to provide nonprofit agencies additional resources so they can assist those in the community most impacted by the public health/economic crisis.

Fund Recipients

Only private, nonprofit entities recognized by the IRS as tax-exempt under 26 U.S.C. 501(c)(3) and to which contributions are tax deductible pursuant to 26 U.S.C. 170(c)(2) can apply to receive funding. Each applicant's 501(c)(3) status will be verified with the IRS. **Funds from the City of Jacksonville will be awarded to nonprofit organizations in Duval County who are providing essential human services for those disproportionately affected by COVID-19 and who reside in Duval County. This will be a requirement of sub-recipient agreements for City of Jacksonville funds.**

The Fund will not:

- Award grants directly to individuals.
- Provide resources for community needs that are already covered or being funded by government programs or other available funding.
- Fund organizations that do not directly serve individuals and families.

Fund Application and Reporting Process/Funding Categories

Interested organizations can apply directly to Florida's First Coast Relief Fund. Organizations will be asked to fill out a preliminary questionnaire to determine whether or not they are eligible to apply for funds. Those who are determined eligible to apply will be invited to complete an application for funding. Information requested includes executive director contact information, a description of current need(s) as a result of COVID-19, amount requested, a description of how grant funding will be used, estimated number of individuals to be served, and identification of essential services to be provided. **City of Jacksonville funds will be directed to agencies serving Duval County residents.**

Nonprofit organizations can apply for funding to be used for supplies and services in the following categories:

- **Food assistance, non-food items and supplies** (ex. diapers, baby wipes, formula milk, medicine, toiletries, cleaning supplies, etc.) for agency and low-income individuals and families who are food insecure due to who are food insecure due to COVID-19.
- **Short-term housing assistance to support shelters** to safely distance residents and prevent the spread of COVID-19.
- **Financial assistance for individuals and families** impacted by the crisis to help meet their basic household needs (ex. rent, mortgage, utility assistance, childcare, etc.).
- **Child-care support** for first responders/healthcare workers and other front-line essential staff working to prevent the spread of the virus while normal childcare is not open or available.
- **Medical, safety supplies and equipment** for community-based service providers as they carry out essential community services.
- A maximum of ten percent (10%) of dollars awarded from the Fund to any sub-recipient agency may be used toward the administrative costs and salary expenses of that agency for services rendered solely for the benefit of the Program. City Funds shall not be used toward sub-recipient administrative or overhead costs that are not directly related to the Program.

The Fund may adjust priorities as the situation evolves about community needs as the economic impact of the COVID-19 pandemic unfolds.

Each agency signs a funding agreement that identifies their amount of funding and grant period with an end date of no later than September 30, 2020. Agencies also provide a monthly grantee report that identifies funds spent and number of individuals/households served. Agencies are also asked to identify any issues or challenges encountered in service delivery, unmet community needs not being addressed in the Relief Fund priority areas, and success stories. Additionally, agencies must submit an accounting of expenses with their end of project report.

Organizations may only submit one application for consideration. Due to the ever-changing nature of this crisis, agencies may be eligible for additional funding depending on the need and as resources are available. However, the re-applying agency must complete the required grant report for their previous funding before becoming eligible for additional funding. Clear rationale will be outlined for each funded/non-funded application.

Grants Committee Review

Applications are evaluated on a rolling basis based on volume and at a frequency determined appropriate by a grants committee comprised of representatives of the founding members of the Fund: The Community Foundation for Northeast Florida, the Jessie Ball duPont Fund, the Jewish Federation & Foundation of Northeast Florida, United Way of Northeast Florida, and United Way of St. Johns and Putnam Counties. Donors & organizations that have made gifts of \$250,000 or more are invited to join the grants committee. **The Director of Strategic Partnerships at the City of Jacksonville regularly joins the grant committee meetings to provide subject matter expertise. The City of Jacksonville has the option of appointing a voting member to the grants committee.**

Guiding Principles

The Grants Review Committee will take the following into account when making grant decisions:

- The current stage of the crisis and community response (most immediate, urgent, most emergent needs take priority).
- Safety net providers responding to the priority areas outlined will be given priority consideration.
- Geographic consideration across the six-counties served by the Fund to allow for equitable funding distributions to the region based on need and population. **Note: Funding from the City of Jacksonville will only be provided to Duval County nonprofit agencies. The sub-recipient funding agreement for City of Jacksonville funds will stipulate that the nonprofit agency will be required to segregate funding for services to Duval County residents only. In addition, the sub-recipient funding agreements for nonprofits receiving City of Jacksonville funds will include all provisions required pursuant to the Fiscal Year 2019/2020 Funding Agreement between United Way and the City of Jacksonville.**
- The capability and capacity of the service provider to do the work that has been outlined in each grant request and ensure provider is in alignment with their mission and services.
- The potential impact and scale of each grant request.
- Larger grants (above \$50,000) are reserved to invest in large-scale relief working within a coordinated systems approach.
- Medium sized grants (\$25,000 up to \$50,000) are reserved for agencies that provide more than one critical essential service (in the above mentioned priority areas).
- The Fund will support basic technology enhancements that allow safety-net providers the ability to work remotely and continue delivery of services.
- Organizations must understand, identify and maximize alternate funding sources available (i.e., FEMA, SBA, CARES, Unemployment, etc.).
- The Fund understands that agencies may need increased programmatic support due to their scale of work and find it necessary to charge up to 10% in administrative overhead costs to their FFCRF grant. These requests will be evaluated on a case-by-case basis. ^[1]_[SEP]

Fund Impact

The First Coast Relief Fund immediately released funding to various Duval nonprofits, including BEAM (Beaches Emergency Assistance Ministry), Catholic Charities, City Rescue Mission, Clara White Mission, ElderSource, Feeding Northeast Florida, Jewish Family & Community Services, Sulzbacher Center for Homeless, and Trinity Rescue Mission. One example of how those initial grants were used is from Trinity Rescue Mission. That agency has been able to increase its services, including isolating its vulnerable population at a separate location; taking extra recommended steps to help the homeless, including social distancing and hygiene; and actively collaborating with other providers across the city to meet overall community needs.

Subrecipient Eligibility Criteria For Emergency Financial Assistance

- Any financial support awarded to a Subrecipient shall be used to provide relief measures and services directly related to the Coronavirus pandemic.
- Each Subrecipient will lift any standard limitations they place on frequency of support to a particular individual or household and will use their discretion on a case by case basis to provide support to an individual or household at a frequency that appropriately addresses the immediate needs of an individual or household that arise as a result of the COVID-19 pandemic.
- Financial assistance cap per household for Fund dollars is set at \$1,200.00 (soft cap) but may be increased to \$1,500.00 on a case-by-case basis upon prior approval from Recipient. The following shall apply to the provision of financial assistance from the Fund:
 - a. Financial assistance will be used for payment of rent, utilities (water and sewer), food, non-perishable household goods (e.g., adult diapers, sanitary products), childcare, etc.
 - b. Nonprofit agencies shall prioritize cases where there is an imminent risk of eviction, loss of power or instances in which an individual or members of a household are in jeopardy of becoming homeless.
 - c. For cases that are not an imminent risk of eviction, homelessness or loss of power, nonprofit agencies shall carefully assess what financial or other support a household has received, or is expected to receive, prior to distribution of any Fund dollars for partial or full support.
 - d. Nonprofit agencies shall provide guidance and information on public benefits enrollment (i.e., SNAP, TNAF, Unemployment/Re-employment, Medicaid, etc.).

2-1-1 Pre-Screening Criteria & Communications

2-1-1 Agents (“Agents”) will communicate the eligibility criteria to any individual requesting emergency financial assistance prior to sending a referral to a nonprofit/Subrecipient agency for triaging.

Budget Narrative – Total Request \$1,000,000

Fund Administration Costs– \$30,000.00 or 3% (below federal government *de minimis* rate of 10%) – Administration costs include salary expenses for employees serving and administering the Program. City Funds shall not be used toward administrative or overhead costs that are not directly related to the Program.

Total City funding - \$1,000,000 total with \$970,000.00 to be awarded through the Fund as administered by United Way to nonprofit agencies providing services in Duval County and to Duval County residents only, using the criteria outlined herein and the remaining \$30,000.00 to be used by United Way for Fund Administration all in accordance with the Fiscal Year 2019/2020 Funding Agreement between United Way and the City of Jacksonville.

Funds received from the City of Jacksonville will be paid in three (3) installments of \$300,000.00, \$300,000.00 and \$400,000.00 respectively in accordance with the terms and conditions of the Fiscal Year 2019/2020 Funding Agreement between United Way and the City.

Sub-recipient grants will focus on critical needs in the following areas: food assistance, short-term housing assistance to support shelters, financial assistance for individuals and families, child care assistance for first responders and other front line workers, and medical and safety supplies and

equipment. Agencies receiving City of Jacksonville funds will be listed on the First Coast Relief Fund website.

EXHIBIT B

INDEMNIFICATION

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

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 Agreement, operations, Services or work performed hereunder; and

2. Environmental Liability, to the extent this Agreement contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operations, Services or other activities performed in connection with the 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 Program, any product generated by the Program, 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 Program or services, any products generated by the Program or services, or any part of the Program or 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 sixty (60) days, for the Indemnified Parties a license, authorizing the continued use of the disputed part of the Program, 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 Indemnifying Party exercises its rights under this Agreement, the Indemnifying Party will: (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.** In the event that any portion of the scope or terms of this indemnity is in derogation of 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 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 to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

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

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

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

Professional Liability \$1,000,000 per Claim
\$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 (3) 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. **Additional Insured.** All insurance except Workers' Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.
- B. **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 of Jacksonville and its members, officials, officers employees and agents.
- C. **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 any City members, officials, officers, employees and agents.
- D. **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 of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

- E. Recipient's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of Recipient or its Subrecipients, contractors, subcontractors, employees or agents to the 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.
- F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Recipient shall relieve Recipient of Recipient's full responsibility to provide insurance as required under this Agreement.
- G. Certificates of Insurance. Recipient shall provide the City with certificates of insurance that show the corresponding City contract number in the description, if known, Additional Insureds, as provided above, and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statute 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.
- I. Notice. Recipient shall provide an endorsement issued by the insurer to provide the City thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then Recipient, as applicable, shall provide said a thirty (30) days' written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including 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 also be named as an Additional Insured.
- L. Special Provisions. Prior to executing this Agreement, Recipient shall present this Agreement and Exhibits B & C 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.