

## EMERGENCY SOLUTIONS GRANT (ESG) CONTRACT

**THIS EMERGENCY SOLUTIONS GRANT (“ESG”) CONTRACT** (this “**Contract**”) is made and entered into in triplicate as of \_\_\_\_\_, 2021, but shall be effective as of October 1, 2021 (the “**Effective Date**”), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (the “**City**”), and **CHANGING HOMELESSNESS, INC.**, a Florida not-for-profit corporation (“**Recipient**”).

### RECITALS:

**WHEREAS**, pursuant to Subtitle B of Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act, 42 USC 11371-11378, as amended, and the regulations promulgated by United States Department of Housing and Urban Development (“**HUD**”) governing the conduct of ESG programs under 24 CFR Part 576, as amended, the City has entered into a grant agreement with HUD under Federal Grant Award No. E-21-UC-12-0006 and CFDA No. 14.231 for the expenditure of ESG funds (“**ESG Funds**”), which provides for the payment of certain costs to meet the unmet needs of homeless citizens of the City of Jacksonville; and

**WHEREAS**, the ESG grant agreement further provides that the City may contract with not-for-profit community organizations to administer and implement certain projects under the grant; and

**WHEREAS**, it is in the best interest of the City to enter into a contract with Recipient to administer a portion of the grant funds; and

**WHEREAS**, pursuant to the appropriation and approval set forth in **Ordinance 2021-\_\_\_\_\_ -E**, the City hereby engages the services of Recipient to administer and implement a portion of the ESG Funds for the project as more particularly described in **Attachment A-1** (the “**Project**”).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants in this Contract, the parties agree as follows:

### ARTICLE 0

(Incorporation by Reference)

0.1 The above stated recitals are true and correct and, by this reference, are made a part of and are incorporated in this Contract.

0.2 Any exhibits or attachments referred to in this Contract are, by this reference, made a part of and incorporated into this Contract.

### ARTICLE I

(Supervision)

1.1 Recipient agrees to perform the required services for the Project under the general coordination of the City’s Neighborhoods Department, Housing and Community Development Division.

1.2 Nothing contained in this Contract or any other document (attached to or contemplated by this Contract) shall constitute or create any duty on or warranty by the City regarding: (a) the accuracy or reasonableness of Recipient’s budget, attached hereto as

**Attachment B-1** (the “**Budget**”); (b) the proper application by Recipient of the proceeds; (c) the quality or condition of the Project, including any improvements; or (d) the competence or qualifications of any third party furnishing services, labor or materials in connection with the Project. Recipient acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding the aforesaid matters. Recipient acknowledges that City’s only responsibility under the provisions of this Contract is to pay up to the amount provided for if Recipient performs the Services (defined below) in accordance with this Contract and to the City’s satisfaction. The City shall not be liable to any contractors or subcontractors of Recipient for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Recipient for payment. Recipient shall include this Section 1.2 in its contracts and any subcontracts to which Recipient may be a party for performance of the services required in this Contract.

ARTICLE II  
(Scope of Services)

2.1 Recipient agrees to perform the services as set forth in **Attachment A-1** to this Contract (the “**Services**” or “**Scope of Services**”). If any services, functions, or responsibilities not specifically set forth in this Contract are necessary for the proper performance of the Project, then they are deemed implied by and included within the Project.

2.2 In addition to the requirements, limitations and restrictions set forth elsewhere in this Contract, Recipient shall use the grant funds provided hereunder in a manner consistent with all applicable and governing federal, state and local laws, rules, regulations and policies, as amended from time to time, during the term of this Contract; including, without limitation, all laws, rules, regulations and policies governing ESG Funds, the terms of which are incorporated into this Contract by reference. Recipient acknowledges and agrees that it has reviewed, understands and is familiar with all applicable federal, state, and local laws, rules, regulations, and policies concerning this Contract, and it has not relied on the City as to the content or meaning of such laws, rules, regulations, or policies. If any of the obligations of this Contract are to be performed by a contractor or subcontractor of Recipient, Recipient shall incorporate the provisions of this Section 2.2 into the subcontract. Additionally, Recipient represents and warrants to the City that Recipient has reviewed, understands, and is familiar with and will comply with the provisions of the Jacksonville Ethics Code, Chapter 602, *Jacksonville Ordinance Code*, and the provisions of the Jacksonville Procurement Code, Chapter 126, *Jacksonville Ordinance Code*.

ARTICLE III  
(Funding)

3.1 The City agrees to pay Recipient **an amount not-to-exceed \$50,000.00**, which amount is the maximum indebtedness of the City pursuant to this Contract, and the City’s only obligation under this Contract. The City makes no warranty as to the sufficiency of the ESG Funds for the Project, and Recipient understands and agrees that whether or not the ESG Funds are sufficient to complete the Project, Recipient’s duty under the provisions of this Contract is to complete the Project.

3.2 The City shall pay the ESG Funds to Recipient over the period of this Contract **commencing on the Effective Date and ending September 30, 2023**, for the Project in accordance with the provisions of this Contract. Payments shall be made for the Project on a reimbursement basis as set forth in **Attachment B-3**. The City shall not be required to advance any funds. Recipient shall expend the funds solely and exclusively for the Project and Recipient shall not expend or otherwise use any of the ESG Funds for any other purpose. The City’s obligation to fund the disbursements to Recipient for the Project shall be limited to eligible

expenses incurred by Recipient **on or before September 30, 2023**, and the City's obligation to make disbursements to Recipient for the Project shall end **sixty (60) days thereafter**.

3.3 The method of payment shall be according to the "Conditions Precedent to City's Disbursements", as described in **Attachment B-3**. The City shall not be obligated or required to make any disbursements if Recipient is in breach of this Contract.

3.4 Any unused or residual funds remaining at the termination of this Contract or after completion of the Project, whichever comes first, shall revert to and belong to the City (including any funds on hand at the time of expiration of funding and any accounts receivable attributable to the use of the funds); if any reimbursable funds were distributed to Recipient, then such funds are to be due and payable to the City on the date of the termination and shall be returned by Recipient to the City no later than thirty (30) days thereafter. If Recipient receives or expends any portion of the funds in a manner inconsistent with the terms of this Contract (which shall include any funds reimbursed to Recipient by the City in error) or any applicable federal, state, or local law, rule regulation or policy, then Recipient shall, upon receipt of notice from the City, immediately refund and return all such funds to the City without demand or further notice. Recipient shall also reimburse the City for all costs, expenses, and fees, including attorneys' fees and court costs, incurred or expended by the City in connection with any collection efforts to recover any funds due to the City pursuant to this Contract. The City may immediately terminate this Contract if it determines, in its sole discretion, that any portion of the grant funds provided hereunder were improperly spent.

3.5 Upon advance written approval from the City, Recipient may transfer funds from line item to line item in the Budget and as specified in **Attachment B-2**, provided that no expenditure shall exceed the maximum indebtedness set forth in Section 3.1 of this Contract.

3.6 The use of the ESG Funds described in this Contract is subject to the written approval of HUD.

3.7 Recipient acknowledges and agrees that it shall expend funds solely for the Project as specified in this Contract.

3.8 To the extent applicable, Recipient's financial management system and accounting procedures shall meet the requirements of 2 CFR 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards), as may be amended from time to time.

#### ARTICLE IV (Reporting and Monitoring)

4.1 On or before the 10<sup>th</sup> of every month during the term of this Contract, Recipient shall provide the City with a report in form and content acceptable to the City showing all Project activities, including a narrative summary of any progress and a financial statement showing all expenditures appurtenant to the Project. All expenditure of ESG Funds shall be made on a unit of service basis or as set forth in the Attachments to this Contract.

4.2 Recipient shall use the report form that has been approved by the City's Housing and Community Development Division in form and content substantially in the form of **Attachment C**, which the City may modify at any time during the term of this Contract.

4.3 Recipient's failure to submit monthly reports is grounds either for the City to withhold further payments to Recipient or for termination of this Contract.

4.4 Recipient shall provide the City with all additional information relative to the Project and expenditure of the ESG Funds as may be requested by the City from time to time, in form and content acceptable to the City.

4.5 Throughout the term of this Contract, Recipient shall permit the City and/or HUD, and their respective representatives, to monitor Recipient's compliance with the provisions of this Contract. Recipient agrees to allow City and/or HUD to monitor, observe and review the progress and quality of the Project through periodic on-site visits during the term of this Contract. Recipient further agrees to allow the City and/or HUD, with prior reasonable notice, to inspect and examine all work performed and Services rendered to determine if the Project is proceeding in accordance with the terms of this Contract. During periods of performance of the Services for the Project and with prior reasonable notice, representatives of the City and/or HUD shall also have the right to access, inspect, examine, and audit any and all records and documentation whatsoever relating to the Project and the Services. The City has the authority to reject any work which does not conform to this Contract, local municipal codes, or program regulations.

#### ARTICLE V

(Indemnification; Insurance; No Warranty by City)

5.1 Recipient is an independent contractor, and not an employee, agent, partner, joint venturer, representative or associate of the City, conducting the Services set forth in this Contract. Recipient shall be solely responsible for the means, methods, techniques, sequences, and procedures used in its performance of this Contract.

5.2 Nothing in this Contract or contemplated by this Contract shall constitute or create any duty on, or warranty by, the City regarding: (a) the accuracy or reasonableness of the Budget; (b) the proper application by Recipient of the ESG Funds; (c) the quality of the Project; or (d) the competence or qualifications of any third-party furnishing services, labor or materials related to the Project. Recipient acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City or any City inspector regarding the aforesaid matters.

5.3 Recipient shall hold harmless and indemnify the City in accordance with the terms and conditions set forth in **Attachment D**.

5.4 Without limiting its liability under this Contract and prior to commencement of work, Recipient shall procure and maintain for the life of this Contract, at its sole expense, insurance including all terms, conditions, types, and limits in the amounts not less than stated in **Attachment E**.

#### ARTICLE VI

(Contract Period and Termination)

6.1 This Contract shall be effective beginning on the Effective Date and will **terminate on September 30, 2023**, unless terminated sooner with or without cause, by either party by giving thirty (30) days' prior written notice of the termination.

6.2 The occurrence of any one or more of the following events prior to the expiration or termination of this Contract shall constitute an event of default under the provisions of this Contract:

(a) Failure to perform or observe any material term, agreement, covenant, or condition of this Contract, which default continues for thirty (30) days after

written notice thereof (unless a shorter period is set forth elsewhere in this Contract).

(b) A violation of any applicable federal, state, or local law, rule, regulation or policy with respect to the subject matter of this Contract.

(c) If any representation or warranty contained in this Contract shall be false or misleading in any material respect.

(d) The application by Recipient for, or consent to, the appointment of a receiver, trustee, liquidator, or custodian (or similar official) of all (or a substantial part) of its assets. A default under this provision includes any instance where Recipient:

- (i) is unable or admits in writing its inability to pay its debts as they mature; (ii) makes a general assignment for the benefit of creditors; (iii) is adjudicated as bankrupt or insolvent; (iv) files a voluntary petition in bankruptcy or a petition or answer seeking reorganization or any arrangement with creditors; or (v) agrees to take advantage of any insolvency law, file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding; or
- (ii) if any corporate action shall be taken by Recipient for any purpose of effecting any of the foregoing; or if any order, judgment, or decree shall be entered by a court of competent jurisdiction approving a petition seeking reorganization or appointing a receiver, trustee, liquidator, or custodian (or other similar official) of all or a substantial part of its assets, and such other judgment or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days.

(e) An event of default by Recipient under any other agreement or transaction between Recipient and the City.

6.3 If the City terminates this Contract due to an event of default by Recipient, then the City may exercise all rights and remedies it may have at law or in equity. Failure or delay on the part of the City to notify Recipient of a default is not a waiver by the City of the default or of any future default of Recipient.

6.4 Termination shall be effective at the close of business on the 30<sup>th</sup> day after date of notice without the necessity of any further notice to Recipient if the breach has not been corrected within the thirty (30) day period. Notice shall be delivered in accordance with the notices provision of this Contract. Upon receipt of a notice of termination and, except as otherwise directed, Recipient shall:

- (a) Cease working under this Contract; and
- (b) Place no further orders or subcontracts related to the performance of the Services; and
- (c) Terminate all orders and subcontracts related to the performance of the Services; and

(d) Prepare all necessary reports and documents required under the terms of this Contract up to the date of termination, including the final report, without reimbursement for the Services rendered in completing the reports beyond the termination date.

6.5 If Recipient should materially fail to comply with any term of this Contract, suspension or termination may occur in accordance with 2 CFR 200.212, the provisions of which are incorporated into this Contract by reference. If funding from the Emergency Solutions Grant or any other applicable funding source should fail or cease to be provided to the City or appropriated by the City Council, then the City may terminate this Contract and shall reimburse Recipient, subject to the requirements for reimbursement in this Contract, for eligible, necessary, and reasonable payments made by Recipient up to the date of the termination only.

ARTICLE VII  
(Uniform Administrative Requirements)

7.1 Recipient shall comply with the requirements and standards of 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as may be amended from time to time.

7.2 Recipient shall retain all original records pertinent to this Contract for five (5) years following the date of termination of this Contract, however terminated, or of submission of the final close-out report, whichever is later, with the following exceptions

(a) If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved; or

(b) Records for the disposition of non-expendable personal property valued at \$1,000.00 or more at the time of acquisition shall be retained for five (5) years after final disposition; or

(c) The records retention period mandated by the Florida Public Records Law (Chapter 119, *Florida Statutes*) and/or its associated records retention schedules requires a retention period of longer than five (5) years.

7.3 Recipient shall make all records relative to the Project and expenditure of the ESG Funds available to the City, the City's agents, and HUD, to examine, inspect, and have access to, at all reasonable times.

ARTICLE VIII  
(General Provisions)

8.1 Recipient shall hire an independent certified public accountant to audit the expenditure of the ESG Funds and Recipient's provision of Services under this Contract in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as amended time to time; provided, however, the cost and expense of such audit and other reporting required in this Contract shall *not* be funded from the ESG Funds received. If a grant-specific audit is conducted, it must be submitted to the City no later than one hundred twenty (120) days after termination of this Contract. If included in Recipient's overall organizational audit(s), then the audit must be submitted no later than one hundred twenty (120) days following the end of each fiscal year of Recipient during which ESG Funds were expended by Recipient.

8.2 Recipient shall abide by the provisions of Section 112.3135, *Florida Statutes*, as from time to time amended, pertaining to nepotism in its performance under this Contract.

8.3 Recipient shall abide by Chapter 119, *Florida Statutes*, and related laws, concerning the public records, as from time to time amended.

8.4 Recipient accepts the funds appropriated pursuant to this Contract in accordance with the terms of this Contract and shall abide by the audit requirements of this Contract or such other audit requirements as may be required by the City.

8.5 Recipient shall adhere to the following City procurement requirements in its purchase of labor, materials, supplies, and equipment, and will maintain written documentation in its records:

- Any purchase up to \$2,500 requires one (1) written quotation.
- Any purchase over \$2,500 up to \$15,000 requires two (2) written quotations.
- Any purchase over \$15,000 up to \$30,000 requires three (3) written quotations.
- Any purchase over \$30,000 up to \$65,000 requires four (4) written quotations.
- Any purchase over \$65,000 requires a formal bid procedure (advertising and sealed bids); and
- Any professional design services exceeding \$25,000 require a formal bid procedure (advertising and sealed bids).

8.6 Upon a recommendation by the City, based on a written justification from Recipient that a purchase can only be efficiently and effectively made from one proprietary or sole-source, the City may approve the purchase, in accordance with the procedures set forth in this Contract, without competition or advertisement, but only: (i) if it is specifically found by the City based on all of the relevant facts that a proprietary or sole-source purchase is proper under the circumstances; and (ii) after posting prior notice of the purchase on the City's website or in a local newspaper of general circulation for no fewer than seven (7) calendar days.

As a further prerequisite to obtaining City's approval of purchases from a proprietary or sole-source, Recipient shall be required to provide a memorandum from its Executive Director or President to the City that:

(a) Provides a summary of the scope of goods or services to be provided, identifying each item, component or service being procured and the price being proposed for the same.

(b) Provides a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended proprietary or sole-source provider. For purposes of this Section: (i) a "Proprietary Source" procurement shall apply to follow-up goods or services, such as replacement parts or warranty-related or required maintenance services for products and equipment previously purchased by Recipient, or follow-up or related study services by the same professional that performed the original service, that may only be efficiently and effectively provided from one justifiable source; and (ii) a "Sole-Source" procurement shall apply when there is only one justifiable source, such as patented and manufactured products and services offered for sale in noncompetitive market or solely by a manufacturer's authorized dealer.

(c) Asserts that Recipient, prior to justifying the proprietary or sole-source, has researched the availability of the requested goods or services from other sources in

applicable markets and has discussed and evaluated the same with the City Housing and Community Development Division's appropriate project manager; and

(d) Attaches (i) a scope of goods and/or services; (ii) a fee and/or cost summary; and (iii) a copy of a proposal letter from the proprietary or sole-source provider regarding the scope of goods and/or services and other proposed contract terms and conditions (*i.e.*, price, duration, etc.).

## ARTICLE IX

### (Procurement Requirements regarding Conflicts of Interest)

#### 9.1 Recipient-related Conflicts of Interest.

(a) Procurement Disclosure Required. Recipient acknowledges that pursuant to Section 126.110, *Jacksonville Ordinance Code*, if a public official (as defined in Section 126.110(e)) has a financial interest in Recipient's bid or contract, such public official must disclose to the City's Procurement Division and Housing and Community Development Division: (i) at the time the bid or proposal is submitted or subsequently no later than the close of the second full, regular work day after the bid or proposal is submitted (not including the day that the bid is submitted or any Saturday, Sunday or City holiday); or (ii) prior to or at the time that the official acquires a financial interest in the bid or proposal. The disclosure shall meet the requirements of Section 126.110, *Jacksonville Ordinance Code*, and include, but not be limited to, the following: the bid or proposal number, the name of the official and his or her public office or position; the name and address of the business entity in which the official has a financial interest; and the position or relationship of the official with that business entity. A public official's failure to make the required disclosure in a timely manner is a violation of Sections 126.110 and 602.406, *Jacksonville Ordinance Code*.

(b) Unauthorized Self-Dealing Prohibited. Except as acknowledged and authorized by Recipient, Recipient's managers, directors, and officers shall not sell any property (real or personal), goods or services to, or purchase any property (real or personal), goods or services from, Recipient directly or indirectly if such sale or purchase involves the City funds provided under this Contract. Additionally, Recipient may adopt a self-dealing policy to prevent and resolve actual or apparent conflicts of interest between Recipient's organization and its managers, directors, and officers regarding Recipient's use of City funds. At City's request, Recipient shall provide City with a copy of such policy.

(c) Gifts Prohibited: Required Notification. Recipient and its subcontractors shall not offer or provide gratuities, favors, or anything of monetary value to any City employee, officer, or agent engaged in the selection, award, and administration of this Contract. Pursuant to 9.2(a) below, if Recipient has knowledge of a real or apparent conflict of interest of a City employee, officer or agent regarding this Contract, Recipient shall promptly notify the City as outlined in section 13.2 of this Contract.

(d) Code of Conduct Pursuant to 24 CFR 84.42. Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The



officers, employees, and agents of Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, Recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Recipient.

(e) Default. Recipient's failure to adhere to this Section 9.1 shall be deemed an event of default under Section 6.2 of this Contract.

## 9.2 City-related Conflicts of Interest.

(a) Federal Procurement Regulations. Recipient acknowledges that City employees and public officers are subject to the federal procurement standards set forth in 2 CFR § 200.317 and 2 CFR § 200.318, which requires the City to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of this Contract. Recipient further acknowledges that under the federal procurement standards, no employee, officer, or agent of the City may participate in the selection, award, or administration of this Contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the City employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from this Contract. Additionally, Recipient acknowledges that the officers, employees, and agents of the City may neither solicit nor accept gratuities, favors, or anything of monetary value from Recipient or its subcontractors.

(b) State and Local Procurement Laws. Recipient acknowledges that City employees and public officers are subject to additional procurement conflict of interest provisions in Chapter 112, Part III (Code of Ethics for Public Officers and Employees), Section 112.313(3), *Florida Statutes*, and Chapter 602 (Jacksonville Ethics Code), Section 602.406, *Jacksonville Ordinance Code*.

## ARTICLE X

### (Emergency Solutions Grant Administration Requirements)

10.1 Recipient agrees to operate the Project accordance with the provisions of 24 CFR 576.21(a)(4) regarding homeless prevention activities and other applicable HUD regulations.

10.2 Recipient shall conduct an ongoing assessment of the Project and the housing assistance and/or supportive services provided thereunder.

10.3 Recipient shall assure the adequate provision of housing assistance and/or supportive services to the participants of the ESG program.

10.4 Recipient agrees to comply with such other terms and conditions, including recordkeeping and reports (which must include racial and ethnic data on participants), for ESG program monitoring and evaluation purposes, as HUD may establish for purposes of carrying out the Project in an effective and efficient manner.

10.5 Recipient shall serve any eligible person living anywhere within Duval County, Florida.

ARTICLE XI  
(Other Federal Program Requirements)

11.1 Recipient shall carry out the Services and the work performed hereunder in compliance with all applicable federal laws and regulations, which are incorporated into the Contract by this reference, as they may be amended from time to time, including, but not limited to:

- Public Law 88-352 - Title VI of the Civil Rights Act of 1964, as amended.
- Public Law 90-284 - Title VIII of the Civil Rights Act of 1968.
- Executive Order 11063 (as amended by Executive Order 12259).
- Section 109 of Title I of the Housing and Community Development Act of 1974 (as amended by 42 U.S.C. 5301-5320).
- Davis-Bacon Act and related acts (as amended by 40 USC 276a to a-7).
- Contract Work Hours and Safety Standards Act (40 USC 327 through 333).
- National Flood Insurance Program (as set forth in the Florida Disaster Protection Act of 1973).
- Displacement, Relocation Assistance and Real Property Acquisition (as set forth in 49 CFR Part 24 and 24 CFR Part 42).
- Equal Employment and Contracting Opportunities:
  - Executive Order 11246 (as amended by Executive Orders 11375, 11478, 12107, and 12088, and supplemented by 41 CFR Part 60).
  - Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u)
- Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 276c).
- Lead Based Paint Poisoning Prevention (as set forth in 24 CFR Part 35).
- Use of Debarred, Suspended or Ineligible Contractors or Sub-Contractors [in accordance with Executive Orders 12549 and 12689, and as set forth in 24 CFR Part 29 and 29 CFR 5.12(a)(1)].
- Nondiscrimination Based on Age or Handicap (as set forth in the Age Discrimination Act of 1975, as amended, and 24 CFR Part 146).
- Section 504 of the Rehabilitation Act of 1973.
- Environmental Protection Agency Regulations National Environmental Policy of 1969.
- Title 24, Code of Federal Regulations, Volume 1, Part 135.
- Byrd Anti-Lobbying Amendment (31 USC 1352).
- Clean Air Act, 942 USC 7401 et seq.) and the Federal Water Pollution Contract Act (33 USC 1251 et seq.), as amended.

11.2 This Contract is also governed by the following:

(a) If Recipient is or was created by a religious organization, Recipient agrees that all funds disbursed under this Contract shall be subject to the conditions, restrictions, and limitations of 24 CFR 5.109 and 24 CFR 92.257.

(b) Recipient shall comply with the Federal Funding Accountability and Transparency Act, Public Law 109-282 (the "Act") as may be amended from time to time, including all reporting requirements. As required by the Act, Recipient shall provide the City with the following information contemporaneously with Recipient's execution of this Contract:

(i) The names and total compensation of Recipient's five most highly compensated officers if Recipient in the preceding fiscal year received eighty

percent (80%) or more of its annual gross revenues in federal awards; and \$25,000,000.00 or more in annual gross revenues from federal awards; and the public does not have access to this information about the compensation of the senior executives of Recipient through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC §§ 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986, as provided in §2(b)(1) of the Act; and

(ii) Recipient's entity information, Data Universal Numbering System ("DUNS") number, and Parent DUNS number, if applicable; and

(iii) Documentation evidencing its registration in the United States Government's System for Award Management (www.SAM.gov), pursuant to the provisions of the Act. Recipient must ensure that such registration remains current and in good standing throughout the term of this Contract.

Recipient further agrees to provide the City with additional information and documentation throughout the term of this Contract as may be requested by the City to ensure alignment of Recipient's system and processes to meet the reporting and other requirements of the Act. Notwithstanding any provision in this Contract to the contrary, Recipient's violation of this Section shall be cause for immediate suspension of payment to Recipient of the grant funds provided under this Contract by the City and the City's unilateral termination of this Contract upon thirty (30) days prior written notice to Recipient of the cancellation.

(c) Recipient shall comply with the Federal Immigration and Naturalization Act. The City shall consider Recipient's employment of unauthorized aliens a violation of Section 274A(e) of the Federal Immigration and Naturalization Act. Such violation shall be cause for the City's unilateral termination of this Contract upon thirty (30) days prior written notice of the termination.

## ARTICLE XII

### (Representations and Warranties by Recipient)

12.1 Without limiting the representations, warranties and covenants of Recipient set forth elsewhere in this Contract, as a material inducement for the City to enter into this Contract, Recipient acknowledges that as of the Effective Date, and continuing during the term of this Contract as if continuously reiterated, that the following is true:

(a) Recipient is a Florida non-profit or not-for-profit corporation duly incorporated and validly existing under the laws of the State of Florida. Recipient is authorized to conduct business and is in good standing in the State of Florida. Recipient has full power and authority to execute and deliver this Contract and all documents contemplated by this Contract, and to perform its contractual obligations. Recipient's entering into this Contract will not conflict with or result in a breach of any other agreement in which Recipient is a party. The individual signing this Contract on behalf of Recipient have full power and authority to do so, and Recipient shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence that authority.

(b) Recipient has tax-exempt status pursuant to Section 501(c) of the Internal Revenue Code.

(c) The making, execution and delivery of this Contract and performance of all contractual obligations by Recipient have been duly authorized and approved by

Recipient's shareholders, members, partners, or Board of Directors (as the case may be).

(d) When executed by the City, this Contract and all documents contemplated by this Contract constitute a legal, valid, and binding obligation of Recipient, enforceable in accordance with their respective terms.

(e) This Contract and all documents contemplated by this Contract do not and will not contravene any provision of the governing documents of Recipient, any judgment, order, decree, writ, or injunction to which Recipient is bound, or any provision of any applicable law or regulation to which Recipient is bound.

(f) Recipient and each of its general contractors, subcontractors, materialmen, laborers, and other persons performing services relating to the Project hold all necessary licenses, permits and authorizations required by all applicable governmental agencies and authorities as a condition precedent to conduct business in the State of Florida and to work on the Project. Recipient shall promptly deliver to the City, upon request, all documents reasonably requested by the City to evidence such licenses, permits, and authorizations.

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

(h) Recipient has not engaged a broker, finder or other similar third party in connection with this Contract that would obligate the City to pay any cost, expense, fee to such broker, finder or other similar third party.

(i) Recipient is not in breach of any prior donation agreement or City code provisions by which the City donated property to Recipient for the development of affordable housing.

(j) Recipient is not on the Council Auditor's Non-Compliance List pursuant to Chapter 18, *Jacksonville Ordinance Code*, or the Vendor Debarment List pursuant to Chapter 126, *Jacksonville Ordinance Code*.

(k) Recipient is not in breach of any of the conditions or requirements of any City grant award or program.

(l) Recipient is not delinquent on taxes or payment of liens, including code enforcement, nuisance liens, demolition liens or other municipal liens or fines, on real property owned by Recipient and incurred after Recipient took ownership of the real property.

(m) Recipient is not in litigation against the City, other than as an agent, attorney, guardian, or personal representative of an estate.

12.2 Recipient has not relied on any warranty by the City regarding: (a) the accuracy or reasonableness of the Budget, (b) the feasibility or quality of the Services or Project documents, (c) the proper application by Recipient of the ESG Funds, (d) the competence or qualifications of any third-party furnishing services, labor, or materials in connection with the Project, including improvements, if any. Recipient acknowledges that it has not relied and will

not rely upon any experience, awareness, or expertise of the City or the City's inspector regarding these matters.

ARTICLE XIII  
(Miscellaneous)

13.1 This Contract shall not be amended or modified in any way except by an instrument in writing executed by both parties.

13.2 Any notices permitted or required in this Contract, shall be in writing and shall be duly delivered and given when personally served, or the next business day after such notice is sent by overnight delivery service by a nationally recognized courier such as Federal Express or UPS with delivery charges paid by the sender, or three (3) business days after such notice is mailed to the person at the address designated in this Contract. If notice is mailed, it shall be mailed, postage prepaid, in the United States mail by certified or registered mail – return receipt requested. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any party may change its address as designated in this Contract by giving such notice of the change to the other party. The addresses for notices to the parties are as follows:

To the City:

City of Jacksonville  
Housing and Community Development Division  
214 North Hogan Street, 7<sup>TH</sup> Floor  
Jacksonville, Florida 32202  
Attention: Chief

To Recipient:

Changing Homelessness, Inc.  
660 Park Street  
Jacksonville, Florida 32204  
Attention: CEO

13.3 TIME IS OF THE ESSENCE in the performance by any party of its obligations under the provisions of this Contract. If the time for performance falls upon a Saturday, Sunday, or legal holiday, as defined by Florida law, the time for performance shall be the next day that is not a Saturday, Sunday, or legal holiday. Saturdays, Sundays, and legal holidays shall not be considered business days.

13.4 No waiver of any term or obligation of this Contract may occur or be enforced unless it is signed by both parties. The failure or delay by either party in asserting any of its rights or remedies as to any default under the provisions of this Contract shall not constitute a waiver of the default, or any other default, or of related rights or remedies.

13.5 Except with respect to rights and remedies expressly declared to be exclusive in this Contract, if any, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default, or any other default by the other party.

13.6 Except as expressly provided to the contrary, each section, part, term or provision of this Contract is severable; and, if for any reason, any section, part, term or provision

is determined to be invalid, contrary to, or in conflict with, any law, rule or regulation by a court or governmental agency having competent jurisdiction, and the unenforceability of the invalid provision does not adversely affect the purpose and intent of this Contract, in the City's sole discretion, the remaining sections, parts, terms or provisions of this Contract shall continue to be given full force and effect.

13.7 This Contract and the rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties. This Contract is for the sole and exclusive benefit of the parties, and no third party is intended to or shall have any rights or benefits under this Contract.

13.8 All legal actions or proceedings arising out of or related to this Contract shall lie exclusively in a state or federal court in Duval County, Florida. This Contract shall be governed by, construed, and enforced according to the laws of the State of Florida.

13.9 As required by Section 126, Part 4, *Jacksonville Ordinance Code*, and directives from the City administration, Recipient has adopted and will maintain a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Recipient agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided, Recipient shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the Effective Date of this Contract. If any of the obligations of this Contract are to be performed by a contractor or subcontractor, the provisions of subsections (a) and (b) of Section 126.404, *Jacksonville Ordinance Code*, shall be incorporated into and become a part of the subcontract.

13.10 Recipient shall, upon the City's request: (a) promptly correct any defect, error or omission in this Contract and any related documents; (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of this Contract; (c) execute, acknowledge, deliver, procure, file or record any documents or instruments deemed necessary, desirable or proper by the City to protect its rights against the rights or interests of third persons; and (d) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of this Contract.

13.11 Unless otherwise expressly provided, if there is a conflict between any provisions of this Contract and any attachment or exhibit attached to or referenced in this Contract, the provisions of this Contract shall govern to the extent of such conflict. The parties have had meaningful input into the terms and conditions contained in this Contract. Recipient acknowledges that it has had ample time to review this Contract and related documents with counsel of its choice. Should any provision of this Contract require judicial interpretation, there shall be no presumption that the terms of this Contract shall be more strictly construed against either party.

13.12 Captions and headings in this Contract are for convenience of reference only and shall not affect the construction of this Contract.

13.13 All of Recipient's representations, warranties, indemnities, and other covenants set forth in this Contract are continuing in nature and shall survive the termination of this Contract.

13.14 Except for contracts awarded pursuant to 40 USC Section 3141, *et seq.*, the parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List following a conviction for a public entity crime may not: (a) submit a bid on a contract to provide any goods or services to a public entity; (b) submit a bid on a contract with a public entity for the construction or repair of a public building or public work; (c) submit bids on leases of real property to a public entity; (d) be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or, (e) transact business with any public entity in excess of \$35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

13.15 Neither party may assign this Contract or any of its rights and obligations under the provisions of this Contract.

13.16 Prompt Payment to Subcontractors and Suppliers:

(a) Nothing in this Contract shall prohibit Recipient from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. If there is a dispute, Recipient may withhold the disputed portion of any such payment only after Recipient has provided written notice to the City and to the subcontractor or supplier whose payment is in dispute, stating the amount in dispute and describing the actions required to cure the dispute. The notice shall be delivered to the City and the subcontractor or supplier within (ten) 10 calendar days after Recipient receives payment from the City. Recipient shall pay all undisputed amounts due within the time limits imposed by this Section.

(b) Recipient shall pay all contracts awarded to certified Jacksonville Small and Emerging Businesses ("JSEB") and Minority Business Enterprises ("MBE") as defined in Chapter 126, Part 6, *Jacksonville Ordinance Code*, for all work completed and materials, services and equipment furnished by the JSEB or MBE associated with this Contract within seven (7) days of completion of the work or services rendered. Recipient shall not unreasonably withhold payments to certified JSEBs or MBEs. If a dispute arises, Recipient may withhold the disputed portion of the payment but first shall provide notice to the City and to the certified JSEB or MBE whose payment is in dispute which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the City and the subcontractor or supplier within five (5) calendar days after Recipient's receipt of a request for payment from the JSEB or MBE. Recipient shall pay all undisputed amounts due within the time limits imposed by this Section. The failure to timely pay undisputed amounts to the JSEB or MBE is a material breach of this Contract. Continued failure to adhere to this Section is cause for termination of this Contract.

(c) The prompt payment requirements of this Section shall, in no way, create any contractual relationship or obligation between the City and any subcontractor, supplier, JSEB, MBE or any third-party or create any City liability for Recipient's failure to make timely payments. However, Recipient's failure to comply with these prompt-payment requirements is a material breach of its contractual obligations to the City. Consequently, the City, without waiving any other available remedy it may have against Recipient, may issue joint checks and

charge Recipient a two-tenths percent (0.2%) daily late payment interest charge or other charges specified in Chapter 126 of the *Jacksonville Ordinance Code* for JSEBs or MBEs and Chapter 218, *Florida Statutes*, for non-JSEBs or MBEs, whichever is greater.

13.17 Recipient shall annually attend all training workshops relating to the Project and Services contemplated by this Contract, as may be reasonably required by the City.

13.18 In the provision of the Services to be performed by Recipient, Recipient must comply with any and all applicable federal, state and local laws, rules, regulations and ordinances, as the same may be 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 Sunshine Law). Such laws, rules, regulations, and ordinances must also include, but are not limited to obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated by this Contract in the City of Jacksonville, State of Florida. If any of the obligations of this Contract are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

13.19 As provided in Section 126.305, *Jacksonville Ordinance Code*, for professional services contracts over \$50,000.00, execution of this Contract by Recipient is deemed to be simultaneous execution of the required truth-in-negotiation certificate as if the certificate had been executed apart from this Contract. Pursuant to such certificate, Recipient states that the wage rates and other factual unit costs supporting the compensation under the provisions of this Contract are accurate, complete, and current at the time of contracting. The compensation shall be adjusted to exclude any significant sums where the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Contract.

13.20 If this Contract meets or exceeds the statutory price threshold of \$1,000,000.00, Recipient certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, *Florida Statutes*. Pursuant to Section 287.135, *Florida Statutes*, the City may terminate this Contract immediately, without penalty, if Recipient is found to have submitted a false certification or if Recipient is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

13.21 Recipient, its contractors and subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in performing the Services and shall make such materials available at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under this Contract for inspection, copying, and/or audit by the City.

13.22 Recipient shall use its good-faith efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the terms, "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 USC 632); and "minority and women's business enterprise" means a business at least fifty-one (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and



American Indians. Recipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

13.23 This Contract may be executed in any number of counterparts, all of which taken together constitute but one instrument.

13.24 This Contract constitutes the entire understanding and agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations, agreements, and understandings, oral or written, between them with respect to the subject matter.

**[The remainder of this page was intentionally left blank by the parties. Signature pages to follow]**

**IN WITNESS WHEREOF**, the parties hereto duly executed this Contract as of the day and year first written above.

**CHANGING HOMELESSNESS, INC.**,  
*a Florida not-for-profit corporation*

By: \_\_\_\_\_  
Dawn Gilman, CEO

DATED: \_\_\_\_\_

**RECIPIENT INFORMATION**

Name: Changing Homelessness, Inc.  
Contact: Dawn Gilman  
Telephone: (904) 354-1100 Fax: (904) 371-8637  
E-Mail: dgilman@changinghomelessness.org  
Federal Tax Identification Number: 59-3676999  
Data Universal Numbering System (DUNS Number): 194869553  
Central Contractor Registration (CCR Number): 39QT9

**[Signature page of the City of Jacksonville to immediately follow this page]**



## **LIST OF ATTACHMENTS**

Attachment A-1	Scope of Services
Attachment A-2	Special Requirements / Monthly Reports
Attachment B-1	Financial Procedures - Budget
Attachment B-2	Budget Line Itemization
Attachment B-3	Conditions Precedent to City's Disbursements
Attachment B-4	Disbursement Request Form(s)
Attachment C	Monthly Status Report
Exhibit 1	ESG Direct Benefit Report
Attachment D	Indemnification
Attachment E	Insurance Requirements

**ATTACHMENT A-1**  
**Scope of Services**

**SCOPE OF SERVICES:** During the term of this Contract, Recipient agrees to:

1. Maintain documentation that ensures eligibility and compliance with the national objective of the Emergency Solutions Grant (“**ESG**”) program and submit a monthly report on the unduplicated number of persons being served by the ESG program on the form provided by the City. Each ESG program participant must verify family income by completing an income verification form in order for Recipient to document that one hundred percent (100%) of the participants are low- and moderate- income persons and the number of unduplicated persons served. (See **Exhibit 1 to Attachment C.**)
2. Use ESG Funds for wages and salaries of the Chief Operating Officer, Director of Information Systems, Program Outcomes Manager, Grant Quality Analyst, and Community Planning & Training Coordinator.
3. Use ESG Funds to provide professional services for data analysis, development, and reporting ESG outcomes.
4. Provide training and support for agencies receiving ESG Funds.
5. Provide a self-evaluation tool with quantitative and qualitative measurements.

**ATTACHMENT A-2**  
**Special Requirements/  
Monthly Reports**

**I. SPECIAL REQUIREMENTS:**

- A. Recipient shall maintain the ESG program facility for emergency services for the homeless during the term of this Contract as described in 24 CFR 576.73(a)(1).
- B. Recipient shall provide matching funds of **\$50,000.00** during the term of this Contract and shall document the source and use of such funds on a monthly basis as part of **Attachment C** (Monthly Status Report).
- C. Recipient shall include in all advertisements or promotions a statement that “*whole or partial funding of the Project is supplied by the City of Jacksonville, U.S. Department of Housing and Urban Development’s Emergency Solutions Grant Program*” or wording to that effect.
- D. Recipient shall assist homeless individuals and families across Duval County, Florida in obtaining:
  - 1. Supportive outreach services including but not limited to emergency, transitional and permanent housing, medical and health treatment, counseling supervision, independent living skills training, and other services essential for achieving independent living.
  - 2. Supportive education services including but not limited to work force training, individualized goal-based service planning, fair housing education, referrals to housing agencies and other services essential for achieving the necessary tools for an independent living.
  - 3. Supportive outreach and education services, on a monthly basis, at locations where the homeless are known to frequent such as the parks, bridges, woods and other areas of Duval County, Florida. Any individuals encountered must be informed of the resources available and encouraged to seek and utilize the offered services. Individuals encountered in these areas must be offered alternate assistance to ensure they receive the necessary services.
  - 4. Any individuals encountered must be informed of the resources available and encouraged to seek and utilize the offered services. Individuals encountered in these areas must be offered alternate assistance to ensure they receive the necessary services.
  - 5. Other federal, state, local, and private assistance available for such individuals.
- E. Recipient shall administer in good faith a policy designed to ensure that the ESG program homeless facility is free from the illegal use, possession or distribution of drugs or alcohol by its beneficiaries.
- F. On a monthly basis, Recipient is required to use the Homeless Management Information System (“**HMIS**”) and provide reports on all activities.
- G. Recipient is required to meet all reporting deadlines as established by HUD utilizing the HMIS. Recipient is required to provide all information through HMIS to be in compliance with the reporting deadlines.

**II. MONTHLY REPORTS:**

- A. A monthly report is due each month during the term of the Contract and shall continue until all information concerning the Project has been received by the City.
- B. The monthly report shall contain a narrative on the progress of the Project and financial statement on expenditures during the report period.
- C. Copies of all canceled checks and bank statements must be attached to the monthly reports as they become available to verify payment of earlier submission of invoices and billings.
- D. Monthly reports must indicate that ESG Funds have been matched by funds from eligible sources and expended for homeless services. Documentation should be attached.
- E. The monthly report is due on the tenth (10<sup>th</sup>) day of each month.
- F. Monthly reports not submitted shall be grounds to withhold further payments to Recipient.
- G. Recipient is required to submit HMIS reporting evidence, on a monthly basis, to the City.

## **FINANCIAL PROCEDURES**

### **BUDGET**

Recipient shall adhere to the following budget in the administration of this Contract:

**I. Services to Clients Expenditures**

		Wages and salaries	\$38,499.00
		Employee Benefits	\$11,501.00
		<b>Total Services to Clients Expenditures</b>	<b>\$50,000.00</b>

**II. Supplemental Costs**

		<b>Matching Funds</b>	
		<ul style="list-style-type: none"> <li>• SSVF (wages &amp; salaries, utilities and rental)</li> <li>• HUD/CDF</li> <li>• Other Programs</li> </ul>	\$233,349.00 \$130,264.00 \$9,282.00
		<b>Total Matching Funds</b>	<b>\$372,895.00</b>
		In-Kind Contributions	\$0.00
		<b>Total Matching Funds and In-Kind Contributions</b>	<b>\$372,895.00</b>
		<b>Total ESG Funds</b>	<b>\$50,000.00</b>
		<b>Total Project Costs</b>	<b>\$422,895.00</b>



**LINE ITEMIZATION**

**Services to Clients Expenditures**

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Wages and Salaries:	
a. Chief Operating Officer	\$9,562.00
b. Director of Information Systems	\$6,695.00
c. Program Outcomes Manager	\$7,184.00
d. Grant Quality Analyst	\$4,348.00
e. Community Planning & Training Coordinator	\$10,710.00
<b>TOTAL SALARIES</b>	<b>\$38,499.00</b>
Employee Benefits (for the above positions)	\$11,501.00
<b>TOTAL SERVICES TO CLIENTS EXPENDITURES</b>	<b>\$50,000.00</b>

**CONDITIONS PRECEDENT TO CITY'S DISBURSEMENTS**

**METHOD OF PAYMENT**

A. Reimbursement

Unless otherwise stated, all contract funds will be released on a reimbursement basis. Disbursement Request forms (**Attachment B-4**) may be submitted monthly or more often, as the need for reimbursement of funds arises. No disbursement shall be made until the operating expenses are incurred and reimbursement requests have been approved by the City Jacksonville. The time-period for the City to process the disbursement request from submission of the request to availability of a check is **approximately ten to fifteen business days.**

The City's obligation to fund the disbursements to Recipient for the Project shall be limited to expenses incurred by Recipient **on or before September 30, 2023**, and the City's obligation to make disbursements for the Project **shall end sixty (60) days thereafter.**

B. Cash Advance

Requests for cash advances will be granted only for immediate cash needs (excluding salaries) and only for two (2) weeks in advance or to purchase an item or equipment over \$500.00. Recipient must receive prior approval from the Housing and Community Development Division before a cash advance will be made.

C. Required Documentation

Payment requests must be accompanied by receipts, cancelled checks, bank statements corresponding with cancelled checks, invoices, written bids, phone quotes and any other reasonable and legible documents to support the expenditure and amount of payment requested as may be deemed appropriate by the City in the City's sole discretion.

Requests for reimbursement of wages, salaries and fringe benefits must include copies of employee time sheets, demonstrating the number of hours worked per day and per week. Each time it must be signed by the employee and his or her supervisor. If a full-time employee is paid partially with Emergency Solutions Grant funds, a time distribution sheet reporting the number of hours spent working on Emergency Solutions Grant projects and on other non-Emergency Solutions Grant projects must be submitted. All requests for reimbursement of salary, wages and fringe benefits must be accompanied by a copy of the paycheck.

Payment requests for reimbursement of mileage must be accompanied by a log that identifies the employee, "from" where he or she traveled, "to" location, "number of miles", "odometer reading" and "purpose of trip." The mileage log must be signed by the employee and his or her supervisor.

Recipient's failure to provide the City with the above required documentation to receive payment under this Contract shall result in a denial of Recipient's payment request and shall constitute a material breach of this Contract.

D. Procurement

The requirements of Article VIII of this Contract outline the required procurement procedures and documentation for purchases. Items not specifically identified in this Contract will not be reimbursed with Emergency Solutions Grant funds.

**DISBURSEMENT REQUEST FORM**  
(ESG Costs)

Name:	Changing Homelessness, Inc.	Request No. _____
Address:	660 Park Street	Contract No. _____
	Jacksonville, FL 32204	Project No. _____
Phone:	(904) 354-1100	
Fed Tax ID No.	59-3676999	Date Submitted: _____

- |   |          |
|---|----------|
| 1. Amount of this request                                   | \$ _____ |
| 2. Contract funds received to date                          | \$ _____ |
| 3. Contract funds disbursed to date                         | \$ _____ |
| 4. Contract funds previously requested but not yet received | \$ _____ |

Items	Budget	Amount Received to Date	Amount of this Request	Balance
Wages & Salaries	\$38,499.00			
Employee Benefits	\$11,501.00			
<b>TOTAL</b>	<b>\$50,000.00</b>			

**COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I certify that to the best of my knowledge the data reported is correct and the amount of the payment requested does not exceed current needs.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**MONTHLY STATUS REPORT**  
**(ESG)**

TO: City of Jacksonville  
Housing & Community Development Division  
214 North Hogan Street, 7<sup>TH</sup> Floor  
Jacksonville, FL 32202

Contract No. \_\_\_\_\_  
Report No. \_\_\_\_\_  
Project No. \_\_\_\_\_

Recipient: \_\_\_\_\_ Changing Homelessness Inc. \_\_\_\_\_

Project: \_\_\_\_\_ HMIS Data Collection \_\_\_\_\_

REPORT PERIOD: \_\_\_\_\_ to \_\_\_\_\_ Date Submitted: \_\_\_\_\_

PERSON FILLING OUT REPORT: \_\_\_\_\_

PROGRESS REPORT: Describe activities this month concerning:

1. Maintaining documentation that ensures eligibility and compliance with the national objective of the Emergency Solutions Grant (“**ESG**”) Program and submit a monthly report on the unduplicated number of persons being served by the ESG program on the form provided by the City. Each ESG program participant must verify family income by completing an income verification form in order for Recipient to document that one hundred percent (100%) of the participants are low- and moderate- income persons and the number of unduplicated persons served. (See **Exhibit 1.**)
  
2. Using ESG Funds for wages and salaries of the following:

Position	Current Month	Year-to-Date
Chief Operating Officer		
Director of Information Systems		
Programs Outcomes Manager		
Community Planning & Training Coordinator		
<b>TOTALS</b>		

3. Providing training and support for agencies receiving ESG Funds.

Current Month	Year-to-Date

**ATTACHMENT C**  
**Monthly Status Report**  
*[continued]*

**NARRATIVE REPORT:** Describe overall project for month in which you are reporting: \_\_\_\_\_

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**PROJECT GOALS FOR NEXT REPORTING PERIOD:** \_\_\_\_\_

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**INCLUDE COPIES OF MEETING NOTES, BROCHURES, PROGRAMS, PROMOTIONAL MATERIALS OR OTHER INFORMATION PERTINENT TO THE CONTRACT.**

**MATCHING FUNDS:**

Please list matching funds expended and in-kind contributions received during this report period and identify sources:

Source	Current Month	Year-to-Date

I certify that to the best of my knowledge the data reported is correct.

Signed \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**ESG DIRECT BENEFIT REPORT**

RECIPIENT: \_\_\_\_\_ DATE SUBMITTED: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_ REPORT PERIOD: \_\_\_\_\_

Please complete this form on a monthly basis for the unduplicated number of persons/households assisted by this ESG funded project. Use this information below to determine the income level of the persons being reported.

**EMERGENCY SOLUTIONS GRANT PROGRAM  
LOW AND MODERATE INCOME  
(REVISED SECTION 8 INCOME LIMITS)  
EFFECTIVE JUNE 2021  
MEDIAN FAMILY INCOME (MFI) - \$74,800**

<b>FAMILY SIZE</b>	<b>EXTREMELY LOW (30% OF MEDIAN)</b>	<b>VERY LOW (50% OF MEDIAN)</b>	<b>LOW (80% OF MEDIAN)</b>
1	\$15,750	\$26,200	\$41,900
2	\$18,000	\$29,950	\$47,900
3	\$20,250	\$33,700	\$53,900
4	\$22,450	\$37,400	\$59,850
5	\$24,250	\$40,400	\$64,650
6	\$26,050	\$43,400	\$69,450
7	\$27,850	\$46,400	\$74,250
8	\$29,650	\$49,400	\$79,050

Counts by Household or Persons? (H/P) \_\_\_\_\_

<b>REPORT PERIOD</b>	<b>CURRENT MONTH</b>		<b>YEAR-TO-DATE</b>
Extremely Low Income (30% of MFI)			
Low Income (50% of MFI)			
Moderate Income (80% of MFI)			
Non-Low Moderate (above 80% of MFI)			
<b>Total Low and Moderate Income</b>			
<b>Percent Low and Moderate Income</b>		<b>#HISPANIC</b>	
White			
Black/African American			
Asian			
American Indian/Alaskan Native			
Native Hawaiian/Other Pacific Islander			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native & Black/African American			
Other Multi-Racial			
Female Head of Household (LMH Only)			
<b>Total Racial/Ethnic Group</b>			

## **INDEMNIFICATION**

Recipient ("Indemnifying Party") 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 Contract, operations, services or work performed hereunder; and

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

3. Intellectual Property Liability. To the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated by this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, or any part of the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the 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 part of the 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 obligations under this Contract, 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 this Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of this Contract.**

If any portion of the scope or terms of this indemnity is in derogation of Sections 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 Sections 725.06 or 725.08 of the *Florida Statutes* will be modified to comply with the statutes.

**ATTACHMENT E**  
**Insurance Requirements**

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

**Insurance Coverages**

<b>Schedule</b>	<b>Limits</b>
<b>Workers' Compensation</b>	Florida Statutory Coverage
<b>Employer's Liability</b>	\$ 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.

<b>Commercial General Liability</b>	\$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.

<b>Automobile Liability</b> Single Limit (Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)	\$1,000,000 Each Occurrence – Combined
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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**  
(Including Medical Malpractice when applicable)

\$1,000,000 per Claim and Aggregate

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

**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 Contract. 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. Additional Insured. All insurance except Workers' Compensation and Professional Liability 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 Contract shall remain the sole and exclusive responsibility of the named insured Recipient. Under no circumstances will the City and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Recipient's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of Recipients or its contractors, subcontractors, employees or agents to the City or others. Any remedy provided to the City or the City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by the 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 Contract.

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, waivers of subrogation and primary & non-contributory wording. 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 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.

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 provided, then Recipient shall provide 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 Contract 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 Contract, Recipient shall present this Contract and **Attachments D and E** to its insurance agent affirming that: 1) the agent has personally reviewed the insurance requirements of the Contract documents; and 2) the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Recipient.