# 2018-2019 CULTURAL SERVICES GRANT PROGRAM AGREEMENT

**between the**

**CULTURAL COUNCIL OF GREATER JACKSONVILLE, INC.**

**and**

**NAME OF ORGANIZATION**

**THIS AGREEMENT,** made and entered into on this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, and is effective as of the 1st day of October 2018, by and between the **CULTURAL COUNCIL OF GREATER JACKSONVILLE, INC**. (hereinafter referred to as the **CULTURAL** **COUNCIL)** and **NAME OF ORGANIZATION**(hereinafter referred to as the **RECIPIENT)**.

# WITNESSETH:

**WHEREAS**, The **CULTURAL** **COUNCIL** has appropriated for the **City of Jacksonville (**hereinafter referred to as the **CITY**) in its current Fiscal Year 2018-2019 (October 1 through September 30) the sum of $\_\_\_\_\_\_ to the **RECIPIENT**, to conduct a program entitled or activity generally described as: **Cultural Services Grant Program (“CSGP”) – General Operating Support (**hereinafter referred to as the **“Program**”)**.** This is more particularly described in the **RECIPIENT’S** 2018-2019 Cultural Services Grant Program Application for Funding (hereinafter referred to as the “**Application**”) on file with the **CULTURAL** **COUNCIL** and by this reference made a part hereof, as if set out in its entirety, for the period beginning October 1, 2018, and ending September 30, 2019; and,

**WHEREAS**, It is in the best interest of the **CULTURAL** **COUNCIL** to enter into an Agreement with the **RECIPIENT** for the conduct of said program or activity in accordance with the terms and conditions set forth herein; and

**WHEREAS**, The undersigned representative(s) of the **RECIPIENT** are authorized to sign this Agreement binding said **RECIPIENT**.

**NOW THEREFORE, IN CONSIDERATION** of the premises, the appropriation and disbursement of funds by the **CULTURAL** **COUNCIL** now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

# INCORPORATION OF RECITALS:

The above stated recitals are true and correct and, by this reference, are incorporated herein and made a part thereof.

# GENERAL CONDITIONS:

* 1. The **RECIPIENT** shall provide services for the Program as outlined in its 2018-2019 Cultural Services Grant Program Application, which details the budgeted use of CSGP Funds and Program objectives, and which is hereby incorporated and made a part of this Agreement by reference as **Exhibit A**. All work and all services performed by the **RECIPIENT** under this Agreement shall be in Duval County, Florida, and in no other place. In the event that the **RECIPIENT** spends CSGP Funds provided in this Agreement in any place other than Duval County, Florida, the **RECIPIENT** shall return and refund such funding to the **CULTURAL COUNCIL** within five (5) business days of demand; and the **CULTURAL COUNCIL** may terminate and declare this Agreement null and void, notwithstanding any other provision herein to the contrary.
  2. The **RECIPIENT** agrees to do as follows:
     1. To accept the funds as appropriated in accordance with the terms of this Agreement, the provisions of the Ordinance appropriating said funds and of Chapter 118, Parts 1-6, of the Ordinance Code of the City of Jacksonville, as amended from time to time, available at [http://www.coj.net](http://www.coj.net/) and, by this reference is made a part hereof; such funds must be used only for the Program and for no other purpose; and
     2. To abide by Chapter 119, Florida Statutes, as from time to time amended, available at <http://www.flsenate.gov/statutes> and, by this reference, is made a part hereof; and
     3. To obtain permits, as may be required, from the State of Florida and the City of Jacksonville and abide by all applicable state laws and local ordinances, as from time to time amended; and
     4. To return to the **CULTURAL COUNCIL** within fifteen (15) days of written demand therefore all CSGP funds paid to said **RECIPIENT** under the terms of this Agreement upon the **CULTURAL COUNCIL’S** finding that the terms of any agreement executed by the **RECIPIENT**, the provisions of any Ordinance appropriating funds to the **RECIPIENT**, or the provisions of said Chapter 118 have been violated by the **RECIPIENT**; including but not limited to making the disallowed expenditures as specified in Chapter 118, Parts 3 and 4, City Ordinance Code; and/or making expenditures for travel or for the cost of required audits, which are specifically disallowed by this Agreement; and
     5. To maintain a separate bank demand account and/or time deposit account and deposit and keep all CSGP funds received and no other funds in accounts and make all disbursements of CSGP funds from said accounts, including reimbursements for grant expenses as initially paid from other unrestricted funds of the organization. If **RECIPIENT** opts for deposit in an interest bearing account, **RECIPIENT** shall report to the **CULTURAL COUNCIL** with all other information provided quarterly, the amount of interest earned, the amount of interest received and the use made of such interest. Any interest earned on funds provided pursuant to this Agreement can be spent only on item(s) already in the **RECIPIENT’**s approved budget; and
     6. To consent to:
        1. Such audits of the financial affairs of the **RECIPIENT** by the **CULTURAL** **COUNCIL** and/or the City Council Auditor's Office as the **CULTURAL COUNCIL** or the **CITY** may require; and
        2. Producing all documents required by the **CULTURAL** **COUNCIL** and/or the City Council Auditors; and **RECIPIEN**T agrees to give the **CULTURAL** **COUNCIL** and/or the **CITY** complete and unfettered access to all public funds provided, by the **CULTURAL** **COUNCIL** and/or the **CITY**, under this Agreement, at all times, during regular business hours, to ensure that the public funding is being properly spent; and
        3. If the **RECIPIENT** receives less than One Hundred Thousand Dollars ($100,000) from the **CITY** and the **CULTURAL** **COUNCIL**, furnish an annual report of receipts and expenditures of CSGP funds in such form, as the **CULTURAL** **COUNCIL** or City Council Auditor shall prescribe. The report shall be certified with 2 signatures as to its accuracy by the preparer of the report and the Treasurer of the **RECIPIENT**. This report shall be on a fiscal year of October 1 through September 30, and shall be due on November 1st of each year.
        4. If the **RECIPIENT** receives funding from $100,000 to $500,000 from the **CITY** and the **CULTURAL** **COUNCIL** (from any combination of City funding sources), furnish the **CULTURAL COUNCIL** two (2) copies of an audit report conducted in accordance with Generally Accepted Auditing Standards (GAAS) issued by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA). This report shall be due within one hundred ten (110) days of the close of the **RECIPIENT**'s fiscal year; and this report shall present information based on the **CULTURAL COUNCIL**’s fiscal year commencing on October 1 and ending on September 30.
        5. If the **RECIPIENT** receives funding in excess of $500,000 from the **CITY** and the **CULTURAL** **COUNCIL**, furnishing the **CULTURAL** **COUNCIL** a copy on an audit report 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 Nonprofit Organizations”, of its financial affairs for its fiscal year made by an independent certified public accountant. This report shall be due within one hundred ten (110) days of the close of the **RECIPIENT**’s fiscal year; in addition to the information described above, such report shall present information regarding its use of CSGP funding based upon the **CULTURAL COUNCIL**’s fiscal year commencing October 1 through September 30.
        6. The independent certified public accountant’s report shall include separate sources and status of funds received from CSGP and program costs showing the expenditure of CSGP Funds as compared to the authorized budget for those funds from the **CULTURAL COUNCIL.** The report shall include the detailed budget included in the RECIPIENT’s Application and approved by the **CULTURAL COUNCIL** and shall be adjusted by any budget changes approved during the term of this Agreement
        7. At least two (2) fiscal and programmatic reviews directed by the **CULTURAL COUNCIL**.
        8. **RECIPIENT** shall be required to participate in all quality assessment and economic surveys performed by the **CULTURAL COUNCIL**.
     7. **RECIPIENT**’s violation of any auditing or reporting requirement of this Agreement or Chapter 118, Ordinance Code shall be a material breach of this Agreement and may result in immediate termination of this Agreement and return of all funding, in the sole discretion of the **CULTURAL COUNCIL**, notwithstanding any other provision of this Agreement to the contrary. Such refund shall be made in accordance with Section II.B.4, of this Agreement.

# ASSIGNMENT AND SUBCONTRACTS:

* 1. The **RECIPIENT** shall not assign any rights or duties under this Agreement to any other party not specifically identified in the Application for funding without the prior written permission of the **CULTURAL** **COUNCIL**. If the **RECIPIENT** attempts to assign any rights or duties without securing prior written permission, this Agreement shall be declared void by the **CULTURAL COUNCIL** and the **RECIPIENT** thereupon agrees to remit to the **CULTURAL** **COUNCIL** all payments made pursuant to this Agreement which are unspent, by **RECIPIENT** at the time of such assignment without permission within five (5) days from demand.
  2. The **RECIPIENT** shall not enter into any additional subcontracts for any of the work contemplated under this Agreement without obtaining the prior written approval of the **CULTURAL** **COUNCIL** which written approval shall be attached to the original Agreement and subject to such conditions and provisions as the **CULTURAL COUNCIL** may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for purchase by the **RECIPIENT** of such articles, supplies, equipment and services which are both necessary and incidental to the performance of the work required under this Agreement; and provided further, however, that no provision of this clause and no such approval by the **CULTURAL** **COUNCIL** of any subcontracts shall be deemed in any event or manner to provide for the incurrence of any obligation of the **CULTURAL** **COUNCIL** in addition to the total agreed upon funding contained herein.

# EFFECTIVE DATE/TERM OF AGREEMENT:

This Agreement shall become effective as of the first day of October 2018. This Agreement shall terminate on the 30th day of September 2019, unless sooner terminated with or without cause, by either party, by giving thirty (30) days prior written notice of such termination to the other party, unless both parties mutually agree upon a lesser time in writing. In the event that this Agreement is terminated early, by either party, any funds, in the possession of **RECIPIENT**, that are unspent at the time of receipt of notice, shall be returned to the **CULTURAL COUNCIL** within five (5) business days of termination.

# PAYMENT:

* 1. The **CULTURAL COUNCIL** agrees to pay the **RECIPIENT** the total sum of **$\_\_\_\_\_\_** for the program or activity, payable in the amounts and at the times as follows; *provided however*, the above stated amount cannot account for more than twenty-four *per centum* (24%) of the RECIPIENT’s revenue for the fiscal year:

|  |  |
| --- | --- |
| **Amount** | **On or near** |
| **$\_\_\_\_\_\_** | **Dec. 15, 2018** |
| **$\_\_\_\_\_\_** | **Feb. 15, 2019** |
| **$\_\_\_\_\_\_** | **May 15 , 2019** |
| **$\_\_\_\_\_\_** | **Aug. 15, 2019** |

* 1. Quarterly disbursements shall be contingent upon prior receipt of quarterly financial and programmatic reports for the preceding quarter and other requirements as described in Sections II.B and VII.B of this contract. The **RECIPIENT** shall sign a statement certifying that the reports do not include any information that would constitute a false official statement as defined in 837.06, Florida Statutes.
  2. Except for the limited exception in Article XXVII, of this Agreement, any costs of services paid for under any other agreement or funding source are not eligible for payment under this Agreement. Violation of this clause will constitute a material breach of this Agreement and, shall stand as grounds for the **CULTURAL COUNCIL**’s withholding of funds from any source under this Agreement, or any other agreement and, notwithstanding any provision in this Agreement to the contrary, shall allow for the immediate termination of this Agreement, upon twenty-four (24) hours’ written notice, and shall require the return of all funds paid to the **RECIPIENT** under this Agreement upon demand by the Authorized Representative of the Cultural Council of Greater Jacksonville or his/her designee. Violation shall also be reported to any federal, state or other funding sources for investigation.
  3. Suspension of Funds: In the event that the **RECIPIENT** comes under investigation by any government or funding agency for activities including for example, but not limited to misuse of grant funds, improper accounting for grant funds, multiple billing of services to one or more funding sources, or any other improper activities, all CSGP funding under this agreement may be suspended in the sole and exclusive discretion of the **CULTURAL** **COUNCIL** until such time as the said investigation has been resolved in the **RECIPIENT**’s favor or the alleged misuses have been satisfactorily explained to the **CULTURAL** **COUNCIL** and/or the **CITY**.

If said investigation has been resolved favorably to the **RECIPIENT,** or if, prior to such resolution, the **RECIPIENT’S** explanation of the circumstances has been accepted by the **CULTURAL** **COUNCIL** as satisfactory, then all suspended funds subject to this agreement will be paid, as appropriate.

If, on the other hand, the said investigation has been resolved adversely to the **RECIPIENT** or if prior to such resolution, **RECIPIENT**’s explanation has not been accepted by the **CULTURAL** **COUNCIL** as satisfactory, then the contract may be immediately terminated and all suspended funds shall become disencumbered and shall be returned to the **CULTURAL COUNCIL**. Furthermore, in the event of such adverse resolution, **RECIPIENT** shall return, to the **CULTURAL COUNCIL**, all such misused funds, all such improperly accounted for funds and all such funds subject to multiple billings.

In the event the said investigation extends beyond the expiration date of this Agreement, as specified in Article IV, this Agreement will continue on a month-to-month basis, only with respect to the suspended funds, in order that such funds will not be disencumbered and returned to the **CITY**’S General Fund, by the passage of time.

# TECHNICAL ASSISTANCE:

* 1. The **RECIPIENT** agrees to accept technical assistance related to reporting from the **CULTURAL** **COUNCIL** and make any reasonable changes in its reporting procedures, which will better facilitate the documentation of program efficiency and effectiveness.
  2. The **RECIPIENT** agrees to accept technical assistance from the **CULTURAL COUNCIL** related to programmatic and administrative issues concerning the provision of services.
  3. The **RECIPIENT** shall notify the **CULTURAL** **COUNCIL** if sufficient staff, facilities and equipment necessary to deliver the agreed upon services, for the Program, cannot be maintained. Failure to notify the **CULTURAL COUNCIL** of any such deficiencies, or to adequately maintain sufficient staff, facilities and equipment necessary to provide the services described in the referenced CSGP Application for Funding after a reasonable period given by the **CULTURAL COUNCIL** to cure (in no event longer than five (5) business days to cure) shall be a material breach of this Agreement and grounds for termination, upon twenty-four (24) hours written notice, and require immediate refund of unspent public funding existing at the time of such notice of deficiency, notwithstanding any provision of this Agreement to the contrary.
  4. The **RECIPIENT** agrees to participate in all **CULTURAL** **COUNCIL** meetings and workshops reasonably requested by the **CULTURAL** **COUNCIL**.
  5. All **RECIPIENTS** shall be **required** to attend a grant compliance workshop to be scheduled during the grant fiscal year by the **CULTURAL** **COUNCIL**.
  6. Should the CSGP Committee mandate technical assistance as a condition for funding or should monitoring reports completed by **CULTURAL COUNCIL** staff determine administrative or programmatic deficiencies, the **RECIPIENT** shall be required to successfully complete any recommended educational/technical assistance courses. Should monitoring reports determine administrative or programmatic deficiencies, the **RECIPIENT** shall be required by the **CULTURAL** **COUNCIL** to successfully complete any recommended educational courses to remedy the deficiency.

# PROGRESS REPORTS /FINANCIAL REPORTS/PROGRAM MONITORING:

* 1. The **CULTURAL** **COUNCIL** will be responsible for monitoring the fiscal and programmatic functions of the provisions of this agreement.
  2. **RECIPIENT** agrees to provide the **CULTURAL** **COUNCIL** with a quarterly progress report and other documentation on the program or activity described in the referenced Application. Such reports shall include basic statistical information relevant to the program or activity, progress on CSGP objectives, a statement of CSGP expenditures, and an overall organizational financial statement. Distribution of each quarterly payment to the **RECIPIENT** shall be contingent upon prior receipt by the **CULTURAL** **COUNCIL** of the required reports due. Quarterly report due dates are as follows (or next business day if falls on weekend or holiday):

|  |  |
| --- | --- |
| First Quarter (incl. Executed Contract, Certificate of Insurance, Corporate Resolution (new grantees/updates only), Customer Satisfaction Survey, Revised grant budget and objectives) | **Jan. 15 , 2019** |
| Second Quarter | **April 15, 2019** |
| Third Quarter (incl. Form 990) | **July 15, 2019** |
| Fourth Quarter | **Oct. 15, 2019** |

* 1. The **CULTURAL** **COUNCIL** will monitor the Program goals and objectives through review of quarterly reports and a compliance monitoring visit. The **CULTURAL** **COUNCIL** will determine if the **RECIPIENT**'s stated Program goals and objectives have been met, or if sufficient progress has not been made toward meeting said goals and objectives. Failure of the **RECIPIENT** to at least maintain sufficient progress in these areas and to maintain eligibility may be grounds for termination of this agreement. The **CULTURAL** **COUNCIL** will monitor the **RECIPIENT**’s continued eligibility to receive funds under criteria set forth in City Ordinance 118.607 and the Cultural Services Grant Program policies.
  2. Pursuant to provisions in Chapter 118, Ordinance Code, and except for the **CULTURAL** **COUNCIL**’s exercise of its discretion to terminate this Agreement and demand refund of public funding, under Article II, Section 7, of this Agreement, failure to provide reports as required herein shall result in a certification from the **CULTURAL COUNCIL** and/or the City Council Auditor that no further funds shall be disbursed until such reports are provided, received and approved by the **CULTURA**L **COUNCIL** and/or City Council Auditor.

# INTEREST OF CITY OFFICERS / EMPLOYEES AND OTHERS:

No officer or employee of the **CITY**, no members of its governing body, and no other public official of the governing body of the locality in which the project is situated and being carried out who exercise any functions or responsibility in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this agreement which affects such person’s personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

# INTEREST OF THE RECIPIENT:

The **RECIPIENT** covenants that neither it nor any of its officers, Board Members or employees presently have any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The **RECIPIENT** further covenants that in the performance of this Agreement, no person having such interest shall be employed.

# PERSONNEL:

* 1. The **RECIPIENT** represents that it now has, or will hire at its sole expense, all personnel required in performing the services under this Agreement, Such personnel shall not be employees of or have any contractual relationship with the **CITY**.
  2. All services required will be performed by the **RECIPIENT**, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or licensed under appropriate state and local law as necessary to perform such services.
  3. The **RECIPIENT** represents that it will at its sole expense, require all staff and/or volunteers who work with juveniles or youth (any unmarried person under the age of 18 years and who has not been emancipated by order of a court of competent jurisdiction) and vulnerable adults (e.g. elderly or physically, mentally, or emotionally disabled, including victims of crime.) to submit to a criminal history records check. This applies to all positions involving direct contact with juveniles, youth or vulnerable adults with the exception of special event volunteers. For purposes of this Agreement, a special event volunteer is defined as a volunteer committed to assist on a specific event/project lasting less than two consecutive weeks and where duties are performed under supervision of staff or certified volunteer leadership.

# RECORDS:

* 1. By the acceptance of CSGP funding, the **RECIPIENT** agrees to adhere to all provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), with respect to the receipt, expenditure and use of public funds, from the **CULTURAL** **COUNCIL**. Therefore, except to the extent prohibited by the Health Insurance Portability And Accountability Act of 1996 (HIPAA), as applicable, all the financial, business and membership records of the person, corporation, foundation, trust, association, group or organization, relative to the grant shall be public records and subject to the provisions of the Public Records Law. Failure of the **RECIPIENT** to comply with this requirement will constitute a breach of this Agreement and would cause cancellation of the grant contract and require the return of grant funds to the **CULTURAL COUNCIL**.
  2. The **RECIPIENT** shall maintain financial and accounting records and conduct transactions in accordance with generally accepted accounting principles and Florida Statutes. These financial records shall be maintained in such a manner so as to permit positive and ready identification at all times of any funds received by **RECIPIENT** from the **CULTURAL** **COUNCIL** from the time such funds are actually received by **RECIPIENT** until the time they are actually expended or disbursed by the **RECIPIENT** according to the terms of this Agreement.
  3. In addition to other requirements specified in this Agreement, Office of Management and Budget (OMB) Circulars including A-102, A-87, A-110, A-122, A-133 and A-21 may be used as 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 **CULTURAL COUNCIL** or the City Council Auditor may deem necessary.
  4. The **RECIPIENT** shall retain for such inspection all of its records and supporting documentation applicable to this Agreement for five (5) years after receipt of final payment from the **CULTURAL** **COUNCIL**.

# AUDIT:

* 1. In accordance with Section II.B.6 of this Agreement, **RECIPIENT** at its sole cost and expense, shall arrange for an audit of its financial accounts annually by an independent certified public accountant not associated with the **RECIPIENT** or the program or activity herein described, and shall provide **CULTURAL** **COUNCIL** with TWO copies of said audit or audits covering the period specified in Section II.B.6 above no later than one hundred ten **(110) days** after the expiration of the **RECIPIENT's** fiscal year.
  2. Failure of the **RECIPIENT** to provide a copy of a duly executed audit performed in accordance with the preceding guidelines (Section II.B.6) shall constitute a breach of this Agreement and shall stand as grounds for the withholding of funds from any source, under this Agreement or any other agreement, and for termination of this Agreement and shall require return to the **CULTURAL** **COUNCIL** of all funds paid to the **RECIPIENT**, under the terms of this Agreement.
  3. If an audit pursuant to OMB Circular A-133 is applicable, grant funds shall not be used to pay for the audit, if said grant involves federal funds of less than $500,000.
  4. Notwithstanding any other audit rights provisions in this Agreement, the following audit rights requirements are in addition and supplemental to those other audit requirements in this Agreement:
     1. The **RECIPIENT** shall establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services and all other documents, in whatsoever form or format including, but not limited to electronic storage media, (for purposes of this Section XII.D hereinafter referred to as the “Records”) sufficient to reflect all receipt and expenditures of funds provided by the **CITY** under this Agreement.
     2. The **RECIPIENT** shall retain all Project Records pertinent to this Agreement for a period of five (5) years after completion of the Program. If an audit has been initiated and audit findings have not been resolved at the end of six years, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to the **CULTURAL COUNCIL.** Records shall be retained for longer periods when any retention period, as a matter of law, exceeds the time frames required in this paragraph.
     3. Upon demand, at no additional cost to the **CULTURAL COUNCIL**, the Recipient shall facilitate the duplication and transfer of any Records during the required retention period in Paragraph 2 hereof.
     4. The **RECIPIENT** shall provide these Records at all reasonable times for inspection, review, copying or audit by the **CULTURAL COUNCIL.**
     5. At all reasonable times for as long as the Records are maintained, the **RECIPIENT** shall allow persons duly authorized by the **CULTURAL COUNCIL** to have full access to and the right to examine any of the provider’s Records, relative to the Project, regardless of the form in which kept.
     6. The **RECIPIENT**, at its sole and exclusive cost and expense, shall provide audits or reports as requested by the **CULTURAL COUNCIL**, and shall insure that all related party transactions are disclosed to the auditor.
     7. The **RECIPIENT** shall comply and cooperate immediately with any inspections, reviews, investigations, deemed necessary by the **CULTURAL COUNCIL**.
     8. All reports, audits, and other information provided by the **RECIPIENT** pursuant to this Section shall contain the following statement: “The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes.”

# BUDGET CHANGES:

The approved budget for the **RECIPIENT** and any changes in the budget which would affect expenditure of funds provided under the terms of this contract, must be approved in writing by the **CULTURAL** **COUNCIL** prior to the expenditure of such funds by August 30, 2019; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid. Budgets may be transferred from line item to line item with prior written approval of the **CULTURAL** **COUNCIL**; however, no written approval is required unless variances exceed ten percent (10%) of the original budgeted amount, provided that the total expenditure cannot exceed the maximum indebtedness of this contract.

# CONTRACT, SCOPE OF WORK/SERVICES CHANGES:

* 1. The **CULTURAL** **COUNCIL** may, from time to time, require changes in the scope of the work or services of the **RECIPIENT** to be performed under this Agreement. Such changes, including any increases or decreases in the amount of the **RECIPIENT'S** funding, which are mutually agreed upon by the **CULTURAL** **COUNCIL** and the **RECIPIENT**, shall be incorporated in written amendments to this agreement signed by both parties' authorized representatives.
  2. Any request for change of service delivery site or services provided must be put in writing and approved by the **CULTURAL** **COUNCIL** at least thirty (30) days prior to said changes. Failure to properly notify the **CULTURAL** **COUNCIL** will constitute a breach of this Agreement and will be grounds for termination under Section XVIII.
  3. In the event lawfully appropriated funds to finance this Agreement become unavailable, the **CULTURAL COUNCIL** may terminate the contract upon no less than twenty-four (24) hours notice in writing to the **RECIPIENT**. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The **CULTURAL COUNCIL** shall be the final authority as to the availability of funds.

# EQUIPMENT PURCHASES:

The RECIPIENT may not purchase any equipment that has a unit cost of One Thousand Dollars ($1,000) or more from CSGP Funds.

# RESIDUAL FUNDS:

**RECIPIENT** agrees that any funds provided by the **CULTURAL** **COUNCIL** for the operation of the program or activity during the period October 1, 2018, through September 30, 2019, including any interest earned by those funds, which are residual funds, remaining unspent or unencumbered by any existing (not contingent) legal obligation, shall be returned to the **CULTURAL** **COUNCIL** in the form of a negotiable instrument not later than ninety (90) days after the close of the aforesaid period, except that when a **RECIPIENT** continues to receive CSGP funding from the **CULTURAL** **COUNCIL** in the next fiscal year, the remaining balance may be maintained in the Cultural Services Grant account in order to keep the account open. The balance must be identified and documented in quarterly and year end reports. At the end of the fiscal year, the remaining balance may not exceed $500.

# REVERSION OF ASSETS:

The **RECIPIENT** shall transfer to the **CULTURAL COUNCIL** any Cultural Service Grant (CSG) funds or assets on hand and any accounts receivable attributed to the use of CSG funds at such time the **CULTURAL** **COUNCIL** no longer does business with the **RECIPIENT** for the purposes described in its Application and in Exhibit A. However, any real property under the **RECIPIENT'S** control that was acquired or improved in whole or in part with CSG funds in excess of **$2,000** shall be used to meet one of the objectives of the CSG program, until five years after expiration of this agreement or such longer period of time as determined appropriate by the **CULTURAL** **COUNCIL**. Should the **RECIPIENT** dispose of such property prior to the expiration of the five year period set forth herein, the **RECIPIENT** shall reimburse the **CULTURAL COUNCIL** for the acquisition or improvement of such property less any portion of the value of the property attributable to expenditures of non-CSG funds for acquisition of, or improvement to the property when the **RECIPIENT** ceases doing business with the **CULTURAL** **COUNCIL** for the purposes described in the Application.

# BREACH/TERMINATION:

* 1. If the **RECIPIENT** breaches any term of this Agreement, the **CULTURAL** **COUNCIL** may, by written notice of breach to the

**RECIPIENT**, terminate the whole or any part of this Agreement in any of the following circumstances::

* + 1. If the **RECIPIENT** fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
    2. If the **RECIPIENT** fails to perform any of the other provisions of this Agreement; or
    3. If the **RECIPIENT** fails to correct said breach within the number of days stated in the written notice of breach.
  1. Termination shall be upon no less than twenty-four (24) hours notice in writing. Said notice shall be delivered by certified mail, return receipt requested, or by any other means of delivery with proof of delivery.
  2. Upon receipt of a notice of termination and, except as otherwise directed, the **RECIPIENT** shall:
     1. Cease working under this Agreement on the date and to the extent specified in the notice of termination.
     2. Place no further orders or subcontracts to the extent that they relate to the performance of the work, which was terminated.
     3. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated.
     4. Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including the final report without reimbursement for services rendered in completing said reports beyond the termination date.

# XVIX. NOTICE:

Any notice required to be given under this Agreement shall be by certified mail, return receipt requested, or by hand delivery with a written receipt. Such notice shall be delivered to:

|  |  |
| --- | --- |
| For the **RECIPIENT**: | For the **CULTURAL COUNCIL**: |
| Name of director and address | **Ann Carey, Chair, Board of Directors Cultural Council of Greater Jacksonville, Inc.**  **300 West Water Street, Suite 201**  **Jacksonville, FL 32202** |

# INDEMNIFICATION/INSURANCE:

1. See Exhibit D
2. See Exhibit E

# CIVIL RIGHTS:

1. 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 board policies in the performance of this Agreement.
2. The **RECIPIENT** shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to the persons served.
3. The **RECIPIENT** shall comply with Title VII of the Civil Rights Act of 1964 (42 USC 2000e) in regard to employees or applicants for employment.
4. The **RECIPIENT** shall comply with Section 504 of the Rehabilitation Act of 1973 in regard to employees or applicants for employment and clients served.
5. The **RECIPIENT** shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) in regard to employees and persons served.
6. It is expressly understood that, upon receipt of evidence of such discrimination, as indicated above, the **CULTURAL** **COUNCIL** shall have the right to terminate this Agreement as provided in Section XVIII.

# EQUAL EMPLOYMENT OPPORTUNITY:

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

# OTHER CONDITIONS:

1. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by both parties and attached to the original of this Agreement. The parties agree to amend this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.
2. The **RECIPIENT** agrees to comply with all applicable requirements and guidelines prescribed by Chapter 118 of the Ordinance code of the City of Jacksonville for recipients of general funds appropriated by the City Council.
3. The **RECIPIENT** agrees to include the statement **"This program is funded in whole or in part by the City of Jacksonville and the Cultural Council of Greater Jacksonville, Inc."** or similar language agreed to in writing by both parties when referencing this Program. The **RECIPIENT** is authorized to use a City logo and the Cultural Council logo approved in writing by the **CULTURAL** **COUNCIL** as an aid in identifying the source of funding, but the right granted is a revocable, non-exclusive, non-transferable limited license solely for the purpose of identifying the source of funding as required herein and for no other purpose. **RECIPIENT** shall have no right or interest in the ownership of, or any good will associated with the City or Cultural Council logo.
4. The **RECIPIENT** agrees to abide by the standards outlined in the **CITY GRANT STANDARDS (Exhibit C)** as from time to time amended, by this reference, is made a part hereof. Failure of the **RECIPIENT** to perform in accordance with the attached **CITY GRANT STANDARDS** will constitute a breach of this Agreement and will stand as grounds for withholding of funds from any **CITY** source under this Agreement, or any other agreement and for termination of this Agreement and may require the return of all funds paid to the **RECIPIENT** under this Agreement upon demand by the **CULTURAL COUNCIL**.
5. This agreement shall apply to all funds appropriated herein, provided that the **CULTURAL** **COUNCIL**’s rights and the **RECIPIENT**’S duties hereunder shall continue for a period of five (5) years from the date of execution hereof.
6. Organization-furnished automobiles: That portion of the cost of organization-furnished automobiles that relates to personal use by employees (including transportation to and from work) is unallowable as fringe benefit or indirect costs regardless of whether the cost is reported as taxable income to the employees.
7. In the performance of its duties and obligations, pursuant to the provisions, terms and conditions of this Agreement, the **RECIPIENT** shall comply with any and all applicable federal, state and local laws, rules, regulations and ordinances, as the same exist and/or may be amended from time to time. Such laws, rules, regulations and ordinances shall also include, but are not limited to the obtaining and maintaining of all licenses and certifications that are required to perform the Services contemplated in this Agreement, in the City of Jacksonville, Florida.
8. Failure by either party to insist upon strict performance of any of the provisions hereof, either party’s failure or delay in exercising any rights or remedies provided herein, the **CULTURAL COUNCIL’s** payment for the services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party’s rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

# REPRESENTATIONS/WARRANTIES AND UNAUTHORIZED WORKERS

1. Without limiting the representations, warranties and covenants of the **RECIPIENT** set forth elsewhere in this Agreement, as a material inducement for the **CULTURAL COUNCIL** to enter into this Agreement, **RECIPIENT** represents and warrants to the **CULTURAL COUNCIL** (and unless otherwise specified, such representations, warranties and covenants are true as of the Effective Date and shall continue and be effective during the Term of this Agreement as if continuously reiterated) that:
   1. **RECIPIENT** is a Florida non-profit corporation incorporated and validly existing under the laws of the State of Florida and authorized to conduct business and in good standing in the State of Florida or **RECIPIENT** has tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code. **RECIPIENT** has full power and authority to execute and deliver this Agreement and all documents contemplated hereby, and perform its obligations arising hereunder and thereunder. The individuals signing on behalf of **RECIPIENT** have full power and authority to do so.
   2. The making, execution and delivery of this Agreement and performance of all obligations hereunder by **RECIPIENT** have been duly authorized and approved by the shareholders, members, partners, or Board of Directors of **RECIPIENT** (as the case may be).
   3. This Agreement and all documents contemplated hereby each constitute a legal, valid and binding obligation of **RECIPIENT**, enforceable in accordance with their respective terms, assuming execution of the same by the **CULTURAL COUNCIL**.
   4. This Agreement and all documents contemplated hereby do not and will not contravene any provision of the governing documents of **RECIPIENT**, any judgment, order, decree, writ or injunction to which **RECIPIENT** is bound, or any provision of any applicable law or regulation to which **RECIPIENT** is bound. The execution and delivery of this Agreement and all documents contemplated hereby, and performance of its obligations hereunder and thereunder will not result in a breach of or constitute a default under any agreement or require the consent from any third party.
   5. **RECIPIENT** and each of its subcontractors, suppliers, and other persons performing services relating to the scope of services hold all necessary licenses, permits and authorizations required by applicable governmental agencies and authorities as a condition to conduct business in the State of Florida and to work on the services.
   6. **RECIPIENT** has not employed or retained any third party having a relationship with the **CITY** or the **CULTURAL COUNCIL** to solicit or secure this Agreement and has not paid or agreed or promised to pay any such person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Agreement.
   7. **RECIPIENT** has obtained for the implementation of the services, all necessary approvals from governmental or quasi- governmental authorities having jurisdiction over the services. All such governmental approvals are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.
   8. **RECIPIENT** is not in default under any agreement with the **CITY**, and **RECIPIENT** has satisfied any and all conditions imposed by any governmental authority in connection with the services.
2. The **CITY** shall consider the employment by Recipient of unauthorized aliens a violation of Section 274A(e) of the federal Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this contract upon thirty

(30) days prior written notice of such cancellation.

# FISCAL YEAR OF RECIPIENT:

The **RECIPIENT'S** fiscal year ends on **September 30**.

# INCORPORATION OF EXHIBITS:

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

# NEGOTIATED AGREEMENT:

The parties agree that they have had meaningful discussion and/or negotiation of the provisions, terms and conditions contained in this agreement. Therefore, doubtful or ambiguous provisions, if any contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule commonly referred to, as “*Fortius Contra Preferentum*” shall not be applied to this agreement or any interpretation thereof.

# DUAL PAYMENTS PROHIBITION

**RECIPIENT** shall not apply funds received under this agreement to services that are being or have been paid, in whole, from funds from other sources; provided however that nothing shall prohibit partial payment for services from funds under this agreement, together with partial payment for such services from other funding sources if the total amount of all funds do not exceed the agreed upon monetary value for the service provided; and as set forth in Section II.B.6. Application for and/or receipt of such dual payments shall constitute a material breach of this Agreement and may be grounds for immediate termination, on twenty-four hours oral notice, notwithstanding any other provision herein to the contrary. In that event, **RECIPIENT** shall be subject to damages in the amount of the funds that were received as dual payments, as prohibited herein; and the **CULTURAL** **COUNCIL** shall be entitled to all other remedies allowable by law.

**[Remainder of page is left blank intentionally.]**

# XXIXI. ENTIRE AGREEMENT

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

# [Remainder of page is left blank intentionally. Signature page follows immediately.]

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

NAME OF RECIPIENT ORGANIZATION

Federal ID NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Authorizing Official for the RECIPIENT**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(print name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(print title)

President/Chair of Board of Grantee

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(print name)

**CULTURAL COUNCIL OF GREATER JACKSONVILLE, INC.**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature)

Ann Carey, Chair, Board of Directors

**EXHIBIT A**

**Scope of Service**

**(2018-2019 CSGP Application)**

**APPLICATION**

# Exhibit C

**CITY OF JACKSONVILLE CITY GRANT STANDARDS 2018/2019**

The following standards are those by which all Recipients of City Grants of the City of Jacksonville are evaluated. The **RECIPIENT** will demonstrate that through an on-site review by representatives of the **CITY,** these standards are met. Documentation will be requested at the time of the site visit.

# Governance Required

* 1. **RECIPIENT** has a charter and/or bylaws, which clearly define the agency's purpose and organization and the duties, authority and responsibilities of the governing body.
  2. The Governing authority is held by a volunteer Board of Directors of at least 6 members, who are representative of both the community at large and the population served.
  3. Terms of Board membership are of fixed length and the number of successive terms is limited. Changes in the **RECIPIENT**’**S** Board Officers must be reported to the City's Contract Administrator by of the end of the quarter of the effective date; with all required quarterly reports to include resignations and newly elected Board Officers, as documented by letters and board minutes.
  4. Board meetings are held at least once per calendar quarter in accordance with agency bylaws. Minutes are recorded and maintained in agency files.
  5. Limiting the length of terms and the number of successive terms, which an officer may hold, regularly rotates board officers.
  6. Board and staff members should act in the best interest of the organization, rather than in the furtherance of personal interests, or in furtherance of personal interests of third parties. **RECIPIENT** has a written conflict of interest policy or code of professional ethics. This, at a minimum, prohibits agency purchase of any service or product from a member (Board, Staff or Volunteer), employer of a member, or any company in which member has a financial interest, unless there is a clear statement of non-conflict. These policies shall be in place, and shall routinely and systematically be implemented to prevent actual, potential or perceived conflicts of interest.
  7. No nepotism exists between **Board and staff or within the Board.**
  8. The Board employs the **RECIPIENT’S** chief professional officer, unless it is a government agency. The chief professional officer is not a voting member of the Board. No voting board members are employed by the organization.
  9. Board members regularly attend meetings and are actively involved in fulfilling their responsibilities to the agency. Board attendance policy is written and enforced.
  10. The bylaws state that the **RECIPIENT** does not support partisan organizations, politicians or candidates for political office.
  11. No voting board members are employed by the organization unless such employment is provided for in the agency’s charter or articles of incorporation.
  12. The Board has developed and approved policies and procedures related to agency operations.
  13. Board membership reflects gender, ethnic and professional diversity appropriate to the

**RECIPIENT’S** mission.

* 1. **RECIPIENT** does not operate in conflict with the policies of the City.
  2. **RECIPIENT’S** mission, vision and values are complementary to those of the City.

# Audits and Records

* 1. Financial management and reporting complies with generally accepted accounting principles.
  2. **RECIPIENT’S** annual operating budget is balanced.
  3. Board members are provided financial statements, balance sheets, cash flow reports and or such other documentation of the organization’s fiscal health at every meeting of the Board of Directors.
  4. The Board of Directors reviews and approves the organization’s annual budget.
  5. **RECIPIENT’S** internal financial management policies and procedures assure adequate control and security.
  6. No **RECIPIENT** is allowed to supplant **CITY** funds for funds previously provided by another funder without **CITY** approval. Any costs or services paid for under any other agreement or funding source are not eligible for payment under this agreement.
  7. The **RECIPIENT** completes either an annual audit or annual report as required by contract with the **CITY**.
  8. **RECIPIENT** maintains a record of fund raising expenses, which demonstrates that such expenses are justified in terms of fund raising results.
  9. **RECIPIENT** must maintain records of programs funded by the City for up to five years to include property inventory.
  10. The Agency has a formal system of accounting. **A.** Identify the system utilized – software, etc. **B.** Is a separate checking account maintained for City funds? (If not, has the provider obtained permission not to maintain a separate checking account?

1. Agency has on file, a letter from Council Auditor approving the maintenance of a separate budgetary accounting system.
2. The provider maintains an agency-operating budget detailed by cost center, by source of funds and by expenditure category. If not, or if a different method is used, explain in notes. (Obtain and review the Agency’s operating budget. The Provider receiving City of Jacksonville funds who do not maintain a separate checking account, should maintain a separate cost center.)
3. Monthly Financial Reports have been submitted timely.
4. Agency has obtained a Registration Letter (Solicitation of Contributions Act) from the Florida Department of Agriculture and Consumer Services.
5. Verify whether expenditures are supported by appropriate documentation such as time sheets, invoice, etc.
6. If an audit was performed in the year previous to this review: a). The recommendations/findings noted in the compliance report, internal control report, management letter and any corrective action reports have been followed or otherwise cleared. If not, please explain discrepancies in notes. (Audits are not required for recipients of City of Jacksonville funds of under $100,000.) The City of Jacksonville requires recipients of funds under $100,000 to submit the Annual Report of City of Jacksonville Funds by November 15. (Review the audit recommendations/management letter comments with agency’s finance director or executive director or obtain the agency’s written response) b). The agency has responded to the issues identified in the management letter c). The most recent IRS Form 990 is available (Tax Return for Non Profits) Identify the year of the return and retain a copy for your records.

# Human Resources Administration

* 1. **RECIPIENT’S** Board of Directors has developed and periodically reviews personnel policies, which are disseminated to the staff.
  2. **RECIPIENT** has personnel policies and procedures in place to include formal job descriptions/specifications and pay schedules on file.
  3. Staff possesses the requisite knowledge, skills and abilities to perform the duties to which assigned.
  4. **RECIPIENT** has a formal personnel performance review system that is thorough and equitable.
  5. The **RECIPIENT** represents that it will at its sole expense, require all employees, staff and/or volunteers (hereinafter collectively referred to as “RECIPIENT Staff”) who work with juveniles or youth (any unmarried person under the age of 18 years and who has not been emancipated by order of a court of competent jurisdiction) and vulnerable adults (elderly or physically, mentally, or emotionally disabled, including victims of crime.) to submit to a criminal history records check. This applies to all positions involving direct contact with juveniles, youth or vulnerable adults with the exception of special event volunteers. For this purpose, a special event volunteer is defined as a volunteer committed to assist on a specific event/project lasting less than two consecutive weeks and where duties are performed under supervision of staff or certified volunteer leadership. In the event that the RECIPIENT Staff is not required by Florida Law to be screened, as a condition of employment, the screening standards to be used shall be the **Level 1 Screening Standards** as specified in Section 435.03, Florida Statutes. If, on the other hand, the RECIPIENT Staff, or any part thereof **is required, by law to be screened** , such RECIPIENT Staff shall submit to the **Level 1 or Level 2 Screening Standards, as specified in Sections 435.03 and 435.04,** Florida Statutes, depending upon which level is applicable to the RECIPIENT Staff or any part thereof. The RECIPIENT must advise the CITY, in writing that a background screening has been performed on the RECIPIENT Staff. Such advisory report must be submitted under provisions of Section 837.06, Florida Statutes.
  6. **RECIPIENT** actively recruits and effectively utilizes volunteers to accomplish the agency’s mission.

# Legal Concerns

* 1. **RECIPIENT** has adopted a written policy prohibiting 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 Board Policies in the performance of this Agreement.:
     1. Hiring, assignment, training, promotion and termination of staff;
     2. Selection of board members; and
     3. Provision of services.
  2. **RECIPIENT** is fully licensed/certified/accredited by appropriate authorities and/or accrediting bodies.
  3. **RECIPIENT** is registered/incorporated as a nonprofit organization under the laws of Florida or is a duly constituted public organization.
  4. **RECIPIENT** possesses a letter of exemption from federal taxes under Section 501(c)(3) of the Internal Revenue Service Code.
  5. **RECIPIENT** observes HIPPA requirements (as applicable).

**6) RECIPIENT** maintains an Emergency Preparedness Plan for clients, employees and volunteers.

# Program Management

* 1. **RECIPIENT’S** programs meet an identified community need that is documented and supported with current statistical data.
  2. Programs and services are directly related to the accomplishment of the **RECIPIENT’S**

Mission.

Both the geographical area and the target population to be served by each of the

**RECIPIENT’S** programs are clearly defined.

* 1. Program quality and service utilization data support expenditures.
  2. **RECIPIENT** maintains adequate (i.e., complete, current, orderly) client services records for planning, report and evaluation purposes.
  3. Programs are monitored and periodically evaluated in terms of clearly defined objectives and measured outcomes.
  4. Programs and services are accessible and are responsive to client needs, as documented by customer satisfaction surveys, client evaluations, or other letters of testimony to the **RECIPIENT’S** quality of services provided and attesting to the reasonable accessibility of the services.
  5. No **RECIPIENT’S** program delivers training or teaching that is purely religious in nature or intent.

# Community Relations

* 1. **RECIPIENT** acknowledges its support by including City of Jacksonville names and logos on signage, letterhead and public awareness materials, as appropriate.
  2. **RECIPIENT** actively seeks and maintains cooperative relationships and collaborates with other agencies when appropriate.
  3. **RECIPIENT** actively publicizes the program to neighborhoods, schools, community organizations and the media.
  4. **RECIPIENT** is encouraged to participate in **CITY** meetings and events, and mandated Public Service Grant meetings.
  5. The Program is maximizing resources in the community, including volunteers and in- kind resources?

# Scope of Service

* 1. Services are provided according to date, time, and location specified.
  2. Provider met length of service expected.

# Clients to be Served

* 1. Services are provided to eligible clients as per the contract. (current clients)
  2. Provider complies with eligibility criteria for new client enrollment.
  3. Service units are provided as defined by the contract.

# Staffing Requirements

* 1. Provider staffing levels are maintained as per contract.
  2. Provider maintains qualified professionals, as per contract.
  3. Provider handles staffing changes as per contract.
  4. Program has staff development plan or objective if there are staffing issues.

# Deliverables

* 1. Programmatic Reports have been submitted timely.
  2. Agency records document and support information submitted on the most recent quarterly reports.

# Performance Specifications

* 1. Provider maintains an adequate data collection system for collecting, recording and reporting performance information.
  2. Data are from accurate sources.
  3. Data collection is a routine part of provider work performance.
  4. Staff responsible for data collection, recording and reporting has received training in these processes.
  5. Data collection system for tracking objectives is appropriate/ current.
  6. Program process objectives are on target or ahead of target.
  7. Program’s short-term outcome objectives are on target or ahead of schedule in relation to time of fiscal year.
  8. Program’s long-term outcome objectives are on target or ahead of schedule in relation to time of fiscal year.
  9. Programmatic adjustments are being made when outcome measures are not on target.
  10. Program makes adjustments as needed, as a result of customer satisfaction surveys.
  11. Program involves clients and caregivers.

# Insurance Requirements

* 1. **RECIPIENT** is adequately insured against liability, loss and damage. All insurance policies are current. List all policies, carrier and effective date: Workers Compensation (Florida Statutory Coverage)

**a.) Commercial General Liability** (including premises operations and contractu liability)

$2,000,000 Products/Comp./Ops.Agg.

$2,000,000 General Aggregate

$1,000,000 Personal/Advertising Injury

$1,000,000 Each Occurrence

$ 50,000 Fire Damage

$ 5,000 Medical Expenses

# b.) Employer’ s L iability

$ 100,000 Each Accident

$ 500,000 Disease Policy Limit

$ 100,000 Each Employee/Disease

# c.) Commercial Auto Liability

(All automobiles-owned, hired or non-owned) $1,000,000 Combined single limit

# d.) Professional Liability

$1,000,000 per claim

$2,000,000 Aggregate

# e.) Sexual Molestation

$1,000,000 Per Claim

$2,000,000 Aggregate

# f.) City as additional insured g.) Waiver of Subrogation

* 1. If the **RECIPIENT** is not required to carry Worker’s Compensation coverage as defined under Chapter 440, Florida Statutes, the above requirement may be waived. **RECIPIENT** is responsible for determining applicability of Chapter 440, Florida Statutes. **RECIPIENT** is responsible for worker’s compensation benefits payable to an injured employee as defined by Chapter 440, Florida Statutes. Written confirmation verifying exemption will be provided on **RECIPIENT’s** letterhead, signed by an officer or authorized representative.

# Priority Populations

* 1. N/A

# Purchasing

* 1. Property with a value of $1,000 must have a useful life of one (1) year or more and must be inventoried by the **RECIPIENT**. **RECIPIENT** must retain property inventory records, acquisition documents and usage records. Upon expiration of its use for an approved public purpose, the Property shall be transferred free and clear of all liens and

encumbrances to the **CITY** or otherwise disposed of as may be authorized, in writing, by the **CITY**.

* 1. Agency has complied with contracted purchasing requirements.
  2. Any approved subcontracts funded by the funder contain all the clauses and provisions required by this contract.

**EXHIBIT D**

**INDEMNIFICATION**

**RECIPIENT** shall hold harmless, indemnify, and defend the **CULTURAL COUNCIL**, 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 in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any products generated by the Services, are held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights 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 the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

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

# EXHIBIT 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**

Schedule Limits

**Worker’s Compensation** Florida Statutory Coverage

**Employer’s Liability** $ 100,000 Each Accident

$ 500,000 Disease Policy Limit

$ 100,000 Each Employee/Disease

This insurance shall cover the **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 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**

1. Additional Insured: All insurance except Worker’s Compensation shall be endorsed to name the **CULTURAL COUNCIL** and 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.
2. 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 **CULTURAL COUNCIL**, City of Jacksonville and its members, officials, officers employees and agents.
3. **RECIPIENT’s** Insurance Primary. The insurance provided by the **RECIPIENT** shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the **CULTURAL COUNCIL,** City or any City members, officials, officers, employees and agents.
4. 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 **CULTURAL COUNCIL,** 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 Contract.
5. Provider’s Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the **RECIPIENT** or its Subcontractors, employees or agents to the City or **CULTURAL COUNCIL.** Any remedy provided to **CULTURAL COUNCIL**, 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 Contract or otherwise.
6. Waiver/Estoppel. Neither approval by **CULTURAL COUNCIL**, 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.
7. Certificates of Insurance. **RECIPIENT** shall provide the **CULTURAL COUNCIL** with Certificates of Insurance that shows 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 provided to the **CULTURAL COUNCIL.**
8. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State 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.
9. Notice. The **RECIPIENT** shall provide an endorsement issued by the insurer to provide the **CULTURAL COUNCIL** 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 the Tenant, 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.
10. Survival. Anything to the contrary notwithstanding, the liabilities of the **RECIPIENT** under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
11. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the **CULTURAL COUNCIL** and **CITY** may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the **CULTURAL COUNCIL** and **CITY** also be named as an additional insured.
12. Special Provisions: Prior to executing this Agreement, **RECIPIENT** shall present this Contract and Attachment D & E to its Insurance Agent affirming: (1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of **RECIPIENT.**