Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC 126.204 (a) New Award, Renewals, Waive Technical Defects, Price Increases, NTE Increases.

Goods and/or Services: Resolution of Heir's Property Issues Services

Requested Action and Justification:

Recommend approval to exercise the second and final renewal option with Local Initiatives Support Corporation (LISC). In addition, requesting approval to increase funding in the amount of $184,500.00 with a total not to exceed contract amount of $553,500.00. This request includes increasing the administrative rates to more accurately reflect the cost of conducting the program. The revised administrative rates are attached herein. The period of service is July 1, 2026, through June 30, 2027.

To be executed by formal contract through the Office of General Counsel.

Supplier:	Local Initiatives Support Corp.	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	06/16/2023

POA #:	70545-23	**PO #:**	671402-24	**Change Order #:**	0
Solicitation #:	RFP-NONCON ESC-0348 23	**Contract #:**	70545-23	**Contract ADM #:**	2
Term:	1 year	**Options:**	2, one-year	**Options Used:**	1

Federally Funded:	No	**JSEB Rec:**	Encouragement
Licenses Verified:	Yes	**JSEB %:**	0
Bonds Required:	No	**Bonds Waived Pursuant To:**	N/A

Fund:	11701	**Center:**	174106	**Acct:**	531090	**Proj:**	010904	**Activity:**	00000000	$ 184,500.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 553,500.00	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	ERCD:HOUSING AND COMMUNITY DEVELOPMENT		
Concurrence:	Signed by: Jeffrey Davis 1431B9601B7240F...	**Title:**	CHIEF OF HOUSING AND COMMUNITY DEVELOPMENT 5/19/2026
Concurrence:		**Title:**	
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Procurement Analyst/Buyer:	Signed by: Simpson, Sandy 309A0368E9B74A5...	**Chief of Procurement:**	Signed by: Robert Warembourg, for Dustin Freeman 5/21/2026 4812CA1D431247A...
Name:	Simpson, Sandy	**Name:**	Dustin L. Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:		**Action:**	
Members who disapprove:		**Signature:**	
Date:		**Date:**	

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PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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ATTACHMENT B-1
Revised Schedule of Administrative Rates

SCHEDULE OF ADMINISTRATIVE RATES

1. **Level I – LEGAL SERVICES (Fixed Rate per Case)**

   A. **Full Legal Representation –** Probate legal assistance to eligible heirs (property owners) to clear title.

Original Level I-A – (60 clients) x ($1,600) = total service cost $96,000.00

Current Rates Level I-A – (48 clients) x ($2,000 per case) = $96,000.00

Additional Funds Request - Lvl I-A – (48 clients) x ($2,000 per case) =$96,000.00

Total Level I-A Services = $288,000.00

   B. **Estate Planning, Deed Creation –** Draft deeds for Jacksonville residents such as enhanced life estate deeds, deeds for joint tenancy with rights of survivorship, or deeds correcting title issues for estate planning purposes; draft wills for clients.

Original Level I-B – (76 clients) x ($500) = total service cost $38,000.00

Current Rates Level I-B – (48 clients) x ($800 per case) = $38,000.00

Additional Funds Request – Lvl I-B – (48 clients) x ($800 per case) = $38,000.00

Total Level I-B Services = $114,000.00

2. **LEVEL II – VARIABLE CLIENT EXPENSE** – Reimbursement and payment of expenses the client and vendor encounter through the Level I services provided. These expenses include but are not limited to the following:

   A. **Back Property Taxes**
   B. **Title Searches**
   C. **Court Costs**
   D. **Creditor Claims**
   E. **Death Certificates**
   F. **Publication Fees**
   G. **Recording Fees**

Original Level II – Allocation for variable client Expense $23,300.00

Amount Requested Through 1st Amendment: $23,300.00

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Amount Requested Through this 2nd Amendment: $23,300.00

Total Level II Services = $69,900.00

3. **LEVEL III – COMMUNITY OUTREACH AND LEGAL REFERRALS** – work with legal entities and community-based organizations to provide greater community knowledge about estate planning and the probate process, and homeownership counseling to help identify and refer residents to legal services.

Original Level III – (136 clients served) x ($200) = total service cost $27,200.00

Current Rates Level III – (91 clients) x ($300 per case) = $27,200.00

Additional Funds Request Lvl III – (91 clients) x ($300 per case) = $27,200.00

Total Level III Services = $81,600.00

ORIGINAL CONTRACT AMOUNT: $184,500.00

FIRST AMENDMENT CONTRACT AMOUNT REQUEST: $184,500.00

SECOND AMENDMENET (LAST) CONTRACT AMOUNT REQUEST: $184,500.00

NEW TOTAL NOT EXCEED CONTRACT AMOUNT: $553,500.00

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FIRST AMENDMENT TO SERVICES CONTRACT
(Resolution of Heir's Property Issues Services)

THIS FIRST AMENDMENT TO SERVICES CONTRACT (this "**First Amendment**") dated July 17, 2025 ("**Effective Date**"), is by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "**City**"), and **LOCAL INITIATIVES SUPPORT CORPORATION**, a New York not-for-profit corporation authorized to do business in the State of Florida ("**Contractor**").

RECITALS

WHEREAS, the City is a participating jurisdiction of the State Housing Partnership Program (the "**SHIP Program**") established by the State of Florida, and pursuant to Ordinance 2022-363-E, the City appropriated a portion of the SHIP Program funds received from the State of Florida to procure the professional services of various entities to provide services for resolution of heir's property issues to eligible households in Duval County, Florida, as set forth in the City's Local Housing Assistance Plan; and

WHEREAS, the City issued Request for Proposal No. ESC-0348-23 (the "**RFP**") for services relating to the resolution of heir's property issues (the "Services"), as more particularly described in the RFP, and based upon Contractor's response to the RFP the City and Contractor entered into City Contract #70545-23 dated as of November 20, 2023 (the "**Contract**"), for the Services; and

WHEREAS, the City and Contractor desire to amend the Contract to: 1) increase the Contract amount by $184,500.00 to a new not to exceed amount of $369,000.00; 2) to extend the Contract pursuant to the City's exercise of its first of two renewal options to extend the period of service through June 30, 2026; and 3) revise the Schedule of Administrative Rates; and

WHEREAS, the City's Jacksonville Procurement Award Committee ("**JPAC**") and the Mayor authorized this first renewal option and increase of the expenditure amount pursuant to JPAC Award dated May 8, 2025.

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

1. Recitals. The above-stated recitals are accurate, true, and correct and by this reference are incorporated herein and are made a part hereof.

2. Capitalized Terms. All capitalized terms used but not defined herein shall have the meanings given them in the Contract.

3. Amendment to Section 2.1. Section 2.1 of the Contract is hereby amended to increase the Contract amount by $184,500.00 to a new not-to-exceed amount of $369,000.00, and as amended, shall read as follows:

> 2.1. The City agrees to pay to Contractor an amount not to exceed **Three Hundred Sixty-Nine Thousand and 00/100 Dollars ($369,000.00)**, which amount is the maximum indebtedness of the City pursuant to Section 106.431, *Jacksonville Ordinance Code*, under the terms of this Contract for Levels I, II, and III administrative rates as described in **Attachment B-1**.

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4. Amendment to Section 2.2. Section 2.2 of the Contract is hereby amended to revise the period of services from the Effective Date (as defined in the Contract) through June 30, 2026, and as amended, shall read as follows:

> 2.2 The City shall pay the funds to Contractor over the period of this Contract commencing on the Effective Date and **ending June 30, 2026** (the "**Termination Date**"), in accordance with the provisions of this Contract. Payments shall be made for the Services on a reimbursement basis as set forth in **Attachment B-2** (Conditions Precedent to City's Disbursements). The City shall not be required to advance any funds. Contractor shall expend the funds solely and exclusively for the Services and Contractor shall not expend or otherwise use any of the funds for any other purpose. The City's obligation to fund the disbursements to Contractor for the Services shall be limited to eligible expenses incurred by Contractor **on or before the Termination Date**, and the City's obligation to make disbursements to Contractor shall end sixty (60) days thereafter.

5. Amendment to Section 5.1. Section 5.1 of the Contract is hereby amended to reflect that there is one renewal option remaining, and as amended, shall read as follows:

> 5.1 The term of this Contract shall commence on the Effective Date and shall expire on the Termination Date, unless terminated sooner with or without cause, by either party giving thirty (30) days' prior written notice of the termination as provided herein. The City may renew this agreement for one additional one-year term in accordance with the RFP.

6. Amendment to Attachment B-1. The Schedule of Administrative Rates attached as **Attachment B-1** to the Contract is hereby deleted in its entirety and replaced with the **Revised Attachment B-1** entitled Revised Schedule of Administrative Rates attached hereto. All references in the Contract to **Attachment B-1** shall mean and refer to the **Revised Attachment B-1** attached hereto.

7. Authority. Contractor represents and warrants to the City that Contractor has full right and authority to execute and perform its obligations under the Contract, as amended by this First Amendment, and Contractor and the person executing this First Amendment on Contractor's behalf represent and warrant to the City that such person is duly authorized to execute this First Amendment on Contractor's behalf without further consent or approval by anyone. Contractor shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence such authority.

8. Ratification of Contract. All other terms of the Contract, except those expressly amended in this First Amendment, shall remain unchanged and in full force and effect; and the Contract, as amended herein, is hereby ratified and confirmed by the parties and is in full force and effect as of the date of this First Amendment.

9. Entire Agreement. This First Amendment is the entire agreement of the parties regarding the modifications to the Contract provided herein and supersedes all prior agreements and understandings regarding such subject matter and may be modified only by a writing executed by the party against whom the modification is sought to be enforced and shall bind and benefit the parties and their respective successors, legal representatives, and assigns.

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10. Counterparts. This First Amendment may be executed in counterparts and electronic copies, the counterparts and copies of which, when taken together, shall constitute one entire and original First Amendment. Delivery of a counterpart by electronic means such as pdf shall be valid for all purposes.

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

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IN WITNESS WHEREOF, the parties hereto duly execute this First Amendment as of the day and year first written above.

LOCAL INITIATIVES SUPPORT CORPORATION, a New York not-for-profit corporation

By: Celayne G. Hill

Print Name: Celayne G. Hill

Title: Senior VP, Deputy General Counsel

Dated: June 18, 2025

CONTRACTOR INFORMATION

Name: Local Initiatives Support Corporation
Contact: John Sapora
Telephone: (904) 353-1300
E-Mail: JSapora@LISC.org
Federal Tax Identification Number: 13-3030229

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

ATTEST:

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

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

By: _____
Donna Deegan, Mayor

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Encumbrance and funding information for internal City use:

Account or PO Number: 671402-24

Amount: **$369,000.00**

1Cloud Account for Certification of Funds	Amount

This above stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

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

_____
Director of Finance
Contract # **70545-23**, **Amendment #1**

FORM APPROVED:

By: _____
Office of General Counsel

GC-#1692506-v1-Local_Initiatives_Support_Corporation_(LISC)_70545-23_Resolution_of_Heirs_Property_Issues_Amend_1

G:\Finance & Compliance\Legal\Contracts\Amendments\OGC Final Approved\2025\Amend #1 to Heirs Property Issues Services Contract #70545-23 - LISC.docx

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

REVISED SCHEDULE OF ADMINISTRATIVE RATES

1. **Level I – LEGAL SERVICES (Fixed Rate per Case)**

   A. **Full Legal Representation** – Probate legal assistance to eligible heirs (property owners) to clear title.

Level I-A – (60 clients) x ($1,600.00) = total service cost **$96,000.00**

Revised Rates Request Level I-A – (48 clients) x ($2,000 per case) = $96,000.00

Total Level I-A Services = $192,000.00

   B. **Estate Planning, Deed Creation** – Draft deeds for Jacksonville residents such as enhanced life estate deeds, deeds for joint tenancy with rights of survivorship, or deeds correcting title issues for estate planning purposes; draft wills for clients.

Level I-B – (76 clients) x ($500.00) = total service cost **$38,000.00**

Revised Rates Request Level I-B – (48 clients) x ($800.00 per case) = $38,000.00

Total Level I-A Services = $76,000.00

2. **LEVEL II – VARIABLE CLIENT EXPENSE** – Reimbursement and payment of expenses the client and vendor encounter through the Level I services provided. These expenses include but are not limited to the following:

   A. **Back Property Taxes**
   B. **Title Searches**
   C. **Court Costs**
   D. **Creditor Claims**
   E. **Death Certificates**
   F. **Publication Fees**
   G. **Recording Fees**

Level II – Allocation for Variable Client Expense **$23,300.00**

New Amount Requested Through Amendment: **$23,300.00**

Total Level II Services = $46,600.00

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REVISED ATTACHMENT B-1
Revised Schedule of Administrative Rates
[Continued]

3. **LEVEL III – COMMUNITY OUTREACH AND LEGAL REFERRALS** – work with legal entities and community-based organizations to provide greater community knowledge about estate planning and the probate process, and homeownership counseling to help identify and refer residents to legal services.

   Level III – (136 clients served) x ($200.00) = total service cost $27,200.00

   Revised Rates Request Level III – (91 clients) x ($300.00 per case) = $27,200.00

ORIGINAL CONTRACT AMOUNT: $184,500.00

FIRST AMENDMENT CONTRACT AMOUNT REQUEST: $184,500.00

NEW TOTAL NOT EXCEED CONTRACT AMOUNT: $369,000.00

Contract Purchase Agreement Release 671402-24

Purchase Order	**671402-24**
Order Date	**24-JAN-2024**
Change Order	**0**
Change Order Date	**24-JAN-2024**
Revision	**0**
Ordered	**184,500.00 USD**
Requisition Number	**NBCD-500358-24**
Solicitation Number	**ESC-0348-23**
All packing slips, invoices, and correspondence must reference the purchase order number	

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202

Supplier
Local Initiatives Support Corporation
501 Seventh Avenue
7th Floor
MANHATTAN, NY 10018

Bill To
City of Jacksonville
117 West Duval Street, Suite 375
JACKSONVILLE, FL 32202

Ship To
Ed Ball
214 North Hogan Street
JACKSONVILLE, FL 32202 US

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20714	**Net 30**	**Freight Prepaid**	**FOB Destination**	**Best Way**

Buyer		Deliver To Contact
Carmella Spitler Email: **CSpitler@coj.net**		**Edward Mendoza** E-mail: **EMendoza@coj.net**

Attachments

Type	File Name or URL	Title	Description
File	Services Contract #70545-23 (Resolution of Heir's Property Issues) - LISC.pdf	Services Contract #70545-23 (R	

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	SHIP - Services Contract #70545-23 Resolution of Heir's Property Issues - LISC 11701.174106.582001.010543.00000000.00000.0000000 **Supplier Item** Legal Services	184,500.00				

This line references Document (Contract Purchase Agreement) POA-70545-23.

Ship To
Ed Ball
214 North Hogan Street
JACKSONVILLE, FL 32202

Promised

Requested
1/22/24

184,500.00

Contract Purchase Agreement Release 671402-24

Line	Item	Price	Quantity	UOM	Ordered	Taxable

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total	**184,500.00**
Total	**184,500.00**

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no. 59-89-0120K. Florida State sales and use tax exemption no. 85-8012621607C-8 All original invoices shall be submitted to: COJ1CloudInvoices@coj.net Email Subject: inv_300000008806179	Approved by Dustin L. Freeman, Chief of Procurement Division

Contract Purchase Agreement Release 671402-24

GENERAL CONDITIONS

1. RESERVATIONS: The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby. All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted. Buyer reserves the right to terminate the Contract or Purchase Oder at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services provided to the date of termination.

2. TAXES: The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

3. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

4. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

5. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City".

6. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

7. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

8. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract 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.. Contractor 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, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

9. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

10. LICENSES REQUIREMENT: By acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

11. ELECTRONIC PAYMENTS: Vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

12. CONTRACTOR REPRESENTATION: If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;
b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
c. Has been placed on 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; or
d. Has been engaged in business operations in Cuba or Syria.

13. PUBLIC RECORDS: In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

a. Keep and maintain public records required by City to perform the services; and
b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and
d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS: Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier 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 CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

a. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to 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 CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.
b. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

15. PUBLIC ENTITY CRIME INFORMATION: 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 perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

16. AUDIT PROVISION: A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

17. W-9 REQUIREMENT: It is the vendor's responsibility to ensure that the City has a current W-9 on file.

18. INDEMNIFICATION: The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

a. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

19. INSURANCE: Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

20. DELIVERY: A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

21. PICK UP AND RETURNS: The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

22. INVOICING: Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms shall be Net 45 days, unless otherwise agreed upon between buyer and supplier. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net Email Subject: inv_300000008806179

23. REPORTING: The City may request, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

24. SUPPLIER ACCESSIBILITY: The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

25. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that the City in awarding contracts to vendors may not:

a. Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and,
b. Give preference to a vendor based on the vendor's social, political, or ideological interests.

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SERVICES CONTRACT
(Resolution of Heir's Property Issues Services)

THIS SERVICES CONTRACT (this "**Contract**") is made and entered into in triplicate as of this 20th day of NOVEMBER, 2023, but shall be effective as of July 1, 2023 (the "**Effective Date**"), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "**City**"), and **LOCAL INITIATIVES SUPPORT CORPORATION**, a New York not-for-profit corporation authorized to do business in the State of Florida ("**Contractor**").

RECITALS:

WHEREAS, the City is a participating jurisdiction in the State Housing Partnership Program (the "**SHIP Program**") established by the State of Florida and, pursuant to **Ordinance 2022-363-E**, the City has appropriated a portion of the SHIP Program funds received from the State to procure the professional services of various entities to provide services for resolution of heir's property issues to eligible households in Duval County, Florida as set forth in the City's Local Housing Assistance Plan; and

WHEREAS, the City issued a Request for Proposal No. **ESC-0348-23** (the "**RFP**") for services relating to the resolution of heir's property issues (the "**Services**") as more fully described in the RFP; and

WHEREAS, based on Contractor's response to the RFP, the City's Competitive Sealed Proposal Evaluation Committee and Mayor authorized the award of a contract to Contractor on June 16, 2023.

NOW, THEREFORE, in consideration of the mutual promises and covenants of 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.

0.3 This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

(a) This document, as modified by any subsequent signed amendments

(b) Any amendments to the RFP

(c) Specific Information Regarding the RFP (Section 1 of the RFP)

(d) Description and Services (Section 4 of the RFP)

(e) General Instructions (Section 2 of the RFP)

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(f) General Terms and Conditions of Agreement (Section 3 of the RFP)

(g) Contractor's response to the RFP, provided that any terms in the response that are prohibited under, or conflict with, the RFP shall not be included in this Contract.

ARTICLE I
(Scope of Services/Supervision)

1.1 Contractor shall perform the Services more particularly described in **Attachment A** attached hereto in accordance with the terms and conditions of this Contract and under the general coordination of the City's Neighborhoods Department, Housing and Community Development Division. If any services, functions, or responsibilities not specifically set forth in this Contract are necessary for the proper performance of the Services, then they are deemed implied by and included within the Services.

1.2 In addition to the requirements, limitations, and restrictions set forth elsewhere in this Contract, Contractor shall use the funds in a manner consistent with all applicable 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 the funds, the terms of which are incorporated into this Contract by reference. Contractor 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 subcontractor of Contractor, Contractor shall incorporate the provisions of this Section 1.2 into the subcontract. Additionally, Contractor represents and warrants to the City that Contractor 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*.

1.3 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 Contractor's schedule of administrative rates, attached hereto as **Attachment B-1**, or Contractor's budget; (b) the proper application by Contractor of the City funds provided hereunder; (c) the quality of the Services by Contractor; or (d) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the Services. Contractor acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding the aforesaid matters. Contractor acknowledges that the City's only responsibility under the provisions of this Contract is to pay up to the amount provided for if Contractor performs the Services in accordance with this Contract and to the City's satisfaction. The City shall not be liable to any contractors or subcontractors of Contractor for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Contractor for payment. Contractor shall include this Section 1.3 in its contracts and any subcontracts to which Contractor may be a party for performance of the Services required in this Contract.

ARTICLE II
(Funding)

2.1 The City agrees to pay to Contractor **an amount not to exceed One Hundred Eighty-Four Thousand Five Hundred and 00/100 Dollars ($184,500.00)**, which amount is the

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maximum indebtedness of the City pursuant to Section 106.431, *Jacksonville Ordinance Code*, under the terms of this Contract for Levels I, II, and III administrative rates set forth in **Attachment B-1**.

2.2 The City shall pay the funds to Contractor over the period of this Contract commencing on the Effective Date and **ending on June 30, 2025** (the "**Termination Date**"), in accordance with the provisions of this Contract. Payments shall be made for the Services on a reimbursement basis as set forth in **Attachment B-2** (Conditions Precedent to City's Disbursements). The City shall not be required to advance any funds. Contractor shall expend the funds solely and exclusively for the Services and Contractor shall not expend or otherwise use any of the funds for any other purpose. The City's obligation to fund the disbursements to Contractor for the Services shall be limited to eligible expenses incurred by Contractor **on or before the Termination Date**, and the City's obligation to make disbursements to Contractor shall end sixty (60) days thereafter.

2.3 The method of payment shall be according to the Conditions Precedent to City's Disbursements as described in **Attachment B-2**. The City shall not be obligated or required to make any disbursements if Contractor is in breach of this Contract.

2.4 Any unused or residual funds remaining at the termination of this Contract or after completion of the Services, 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 Contractor, then such funds are to be due and payable to the City on the date of the termination and shall be returned by Contractor to the City no later than thirty (30) days thereafter. If Contractor 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 Contractor by the City in error) or any applicable federal, state, or local law, rule, regulation, or policy, then Contractor shall, upon receipt of notice from the City, immediately refund and return all such funds to the City without demand or further notice. Contractor 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 funds provided hereunder were improperly spent.

2.5 In addition to the provisions of Section 2.4 above, upon termination of this Contract, Contractor shall transfer to the City any funds on hand at the time of termination and any accounts receivable attributable to the use of the funds.

2.6 Contractor acknowledges and agrees that it shall expend funds solely for the Services as specified in this Contract.

ARTICLE III
(Performance Schedule)

3.1 Contractor and the City have jointly established the schedule provided in **Attachment A** as the performance schedule for the Services (the "**Performance Schedule**"). Contractor shall timely perform its obligations in the Performance Schedule. The Performance Schedule shall not be modified without the prior written consent of the City (which may be withheld in its sole discretion).

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ARTICLE IV
(Disbursements)

4.1 Provided Contractor has fully and properly performed all obligations of Contractor, the City will make disbursements (each a "**Disbursement**" and collectively, the "**Disbursements**") to Contractor for the Services, up to the maximum amount of the funds. However, in no event shall the City be obligated to make disbursements of the funds more than the verified Services costs. Nothing contained in this Contract constitutes or creates any duty on or warranty by the City regarding (a) the accuracy or reasonableness of Contractor's response to the RFP; (b) the feasibility or quality of the contracts entered into by Contractor for performance of the Services, if any; (c) the proper application by Contractor of the funds; (d) the quality of the Services; or (e) the competence or qualifications of any third party furnishing services in connection with this Contract.

4.2 If, prior to any Disbursement, for any reason, the City determines in its sole and absolute discretion that the actual cost to complete the Services exceeds the amount of the funds then not disbursed, the City may require Contractor to fund the costs of the Services without any further Disbursements from the City until the deficiency no longer exists. At the City's option, no Disbursements will be made until Contractor has fully complied with this requirement. The City shall not be liable to any contractors or subcontractors of Contractor for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Contractor for payment.

4.3 Contractor shall submit disbursement requests to the City no more frequently than monthly for work performed since the prior disbursement request. Each disbursement request shall constitute a representation by Contractor to the City that: (a) the assistance provided to recipients conforms with all applicable rules and regulation of the public authorities having jurisdiction, (b) the value of the assistance is as stated, (c) payment for the items described in the disbursement request has been made (or, at the option of the City, will be made by the City directly to the provider of the service), (d) the disbursement request is consistent with the terms of this Contract, and (e) no event of default or event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred and is continuing.

4.4 The Disbursement Request Forms are attached as **Attachments C-1 and C-2**. In each disbursement request, Contractor shall certify and describe in detail reasonably acceptable to City (a) the Services provided including the individuals served, and (b) the amount Contractor is seeking. Contractor shall attach to each Disbursement Request Form such invoices, receipts, cancelled checks (or evidence that payment has cleared Contractor's banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by Contractor and were expended on and pertain to the Services. Failure by Contractor to provide the City with the required documentation to receive payment under this Contract shall result in a denial of Contractor's disbursement request and shall constitute a material breach of this Contract.

4.5 The City shall have no obligation to make any Disbursement (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such Disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default has occurred and is continuing. Nothing contained in this Contract shall constitute or create any warranty by the City regarding the proper application by Contractor of the proceeds, and the City's disbursement of funds shall not estop the City from seeking return of unspent or misspent funds as provided elsewhere in this Contract.

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4.6 Nothing contained in this Contract, or any other document attached hereto or contemplated hereby, shall constitute or create any duty on or warranty by the City regarding (a) the accuracy or reasonableness of a Disbursement Request, (b) the proper application by Contractor of the funds, (c) the quality of the Services, or (d) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the Services. Contractor acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding these matters.

ARTICLE V
(Term and Termination)

5.1 The term of this Contract shall commence on the Effective Date and **shall expire on the Termination Date**, unless terminated sooner with or without cause, by either party giving thirty (30) days' prior written notice of the termination as provided herein. The City may renew this agreement for up to two (2) additional one (1) year terms in accordance with the RFP.

5.2 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 Contractor 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 Contractor:

(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;

(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;

(vi) if any corporate action shall be taken by Contractor for any purpose of effecting any of the foregoing; or

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(vii) 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 Contractor under any other agreement or transaction between Contractor and the City.

5.3 If the City terminates this Contract due to an event of default by Contractor, 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 Contractor of a default is not a waiver by the City of the default or of any future default of Contractor.

5.4 Termination shall be effective at the close of business on the 30th day after date of notice without the necessity of any further notice to Contractor 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, Contractor shall:

(a) Cease working under this Contract;

(b) Place no further orders or subcontracts related to the performance of the Services;

(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.

5.5 If Contractor should materially fail to comply with any term of this Contract, then the City may terminate this Contract and shall reimburse Contractor, subject to the requirements for reimbursement in this Contract, for eligible, necessary, and reasonable payments made by Contractor up to the date of the termination only.

ARTICLE VI
(Financial Reporting and Auditing)

6.1 Upon execution of this Contract, Contractor shall simultaneously provide to the City at least one (1) copy of Contractor's most recent audited financial statements. In addition, on or before one hundred eighty (180) days following the close of Contractor's fiscal year in each year during the term of this Contract, Contractor shall provide to the City at least one (1) copy of Contractor's audited financial statements for that fiscal year. If Contractor fails to timely submit any duly audited financial statements, the City may, at its sole election, suspend Disbursements until receipt of the duly audited financial statement.

6.2 During the term of this Contract, Contractor shall provide a report of the use of the funds in the delivery of the Services. This report shall be certified by a person in a senior

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management position with Contractor. The report shall include information on the amounts paid for all units of services. The report shall be submitted within one hundred twenty (120) days following the close of Contractor's fiscal year and annually thereafter during the term of this Contract and at the expiration or termination of this Contract.

6.3 Contractor shall: (a) throughout the term of this Contract and for a period of five (5) years after the expiration or termination of this Contract, maintain and retain all books, records, papers, and other documentation or evidence in its possession or the possession of any parent organization or subsidiary, pertaining to costs or expenses of delivering the Services; and (b) at all reasonable times during the term of this Contract and for a period of five (5) years after the expiration or termination of this Contract, make available to the City and permit the City to examine, inspect, copy, and have access to, those books, records, papers, and other documentation or evidence.

6.4 Contractor shall not use any portion of the funds to pay for any costs or expenses associated with the reporting requirements of this Contract, financial or otherwise.

ARTICLE VII
(Reporting)

7.1 Contractor shall provide the City with a monthly status report using the form provided in **Attachment D**, which the City may modify at any time during the term of this Contract, showing all activities, including a narrative summary of progress and a financial statement showing all expenditures appropriate to the Services. The monthly status report shall include the number of clients served by Contractor based on the program income limits provided in **Attachment E**. All expenditure of funds shall be made on a unit of service basis or as set forth in the attachments. The report shall be due on the thirtieth (30TH) day of each succeeding month and shall continue until all information concerning the expenditure of the funds and the Services has been received by the City. This requirement survives the expiration or termination of this Contract.

7.2 Contractor's failure to submit reports or to submit complete reports is grounds for the City to withhold further payments to Contractor or for termination of this Contract.

7.3 Contractor shall provide the City with additional information regarding the Services as may be requested by the City from time to time.

ARTICLE VIII
(Insurance; Indemnification)

8.1 Contractor is an independent contractor, and not an employee, agent, partner, joint venturer, representative, or associate of the City, conducting the services required by this Contract. Contractor is solely responsible for the means, methods, techniques, sequences, and procedures used in its performance of this Contract.

8.2 Contractor shall hold harmless and indemnify the City in accordance with the terms and conditions set forth in **Attachment F**.

8.3 Without limiting its liability under this Contract and prior to commencement of any work, Contractor 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 G**.

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ARTICLE IX
(Representations and Warranties by Contractor)

9.1 Without limiting the representations, warranties, and covenants of Contractor set forth elsewhere in this Contract, as a material inducement for the City to enter into this Contract, Contractor 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) Contractor is a New York not-for-profit corporation authorized to conduct business and is in good standing in the State of Florida. Contractor has full power and authority to execute and deliver this Contract and all documents contemplated by this Contract, and to perform its contractual obligations. Contractor's entering into this Contract will not conflict with or result in a breach of any other agreement in which Contractor is a party. The individual signing this Contract on behalf of Contractor has full power and authority to do so, and Contractor shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence that authority.

(b) Contractor 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 Contractor have been duly authorized and approved by Contractor'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 Contractor, 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 Contractor, any judgment, order, decree, writ, or injunction to which Contractor is bound, or any provision of any applicable law or regulation to which Contractor is bound.

(f) Contractor and each of its subcontractors, and other persons performing services relating to the Services 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 perform the Services. Contractor shall promptly deliver to the City, upon request, all documents reasonably requested by the City to evidence such licenses, permits, and authorizations.

(g) Contractor 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) Contractor 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, or fee to such broker, finder, or other similar third party.

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

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

(l) Contractor 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 Contractor and incurred after Contractor took ownership of the real property.

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

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

ARTICLE X
(Other Covenants)

10.1 Contractor shall complete the Services **no later than the Termination Date**. Completion of the Services shall have occurred only when Contractor shall furnish to the City a completion report or its equivalent (if available in the jurisdiction) as required to establish to the City's satisfaction that the Services have been properly completed and the funds have been fully disbursed in accordance with this Contract. The City's acceptance of the completion report shall not stop the City from seeking return of unspent or misspent funds as provided elsewhere in this Contract.

10.2 All contract services shall be performed strictly in accordance with all governing laws, statutes, ordinances, codes, regulations, and restrictions.

10.3 If Contractor defaults on this Contract, the City shall be entitled to, and Contractor shall be required to repay to the City, a sum up to the amount of the then-disbursed funds.

10.4 Contractor shall ensure the Services meet and are compliant with all governing federal, state, and local affordable housing requirements, as currently in effect and as may be amended from time to time.

10.5 During the term of this Contract, Contractor shall permit the City's Chief of the Housing and Community Development Division or other City designated personnel, to monitor compliance by Contractor with the provisions of this Contract. During the term of this Contract, during normal business hours and with prior notice to Contractor, representatives of the City shall have the right of access to Contractor's records and employees, as they relate to the Services. This paragraph is in addition to any other records maintenance and retention requirements of this Contract.

10.6 Except as otherwise expressly provided herein, Contractor has discretion and control, free from interference, interruption, or disturbance, in all matters relating to the

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management, development, and operation of the Services in compliance with the terms and conditions of this Contract and all governing federal, state, and local laws, rules, regulations, and policies (including without limitation, applicable zoning, subdivision, building, and fire codes). Contractor's discretion, control, and authority with respect to its performance of this Contract includes, without limitation, the following matters:

(a) the implementation of the Services;

(b) the negotiation and execution of contracts, agreements, and other documents with third parties, in form and substance satisfactory to Contractor; and

(c) the preparation of budgets, cost estimates, financial projections, statements, information, and reports as Contractor deems appropriate.

ARTICLE XI
(Miscellaneous)

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

11.2 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, 7TH Floor
Jacksonville, Florida 32202
Attention: Chief

To Contractor:
Local Initiatives Support Corporation
c/o LISC Jacksonville
100 Laura Street, Suite 600
Jacksonville, Florida 32202
Attention: Executive Director

11.3 TIME IS OF THE ESSENCE in the performance of the obligations created by this Contract. If performance falls on a Saturday, Sunday, or state legal holiday, the date for performance shall be the next day that is not a Saturday, Sunday, or state legal holiday. Saturdays, Sundays, and state legal holidays shall not be considered business days.

11.4 No waiver of any provision 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

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as to any default shall not constitute a waiver of the default or any other default or any related rights or remedies.

11.5 Except with respect to rights and remedies expressly declared to be exclusive in this Contract, 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.

11.6 Except as expressly provided to the contrary in this Contract, if any of the provisions of this Contract are unenforceable, the enforceability of the remaining provisions of this Contract shall not be affected, unless the unenforceable provisions contain material terms of the transaction.

11.7 The rights and obligations of the parties under the provisions of this Contract inure to the benefit of and are 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 the provisions of this Contract.

11.8 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.

11.9 As required by Section 126, Part 4, *Jacksonville Ordinance Code*, and directives from the City administration, Contractor has adopted and will maintain a policy of nondiscrimination or nonharassment 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. Contractor 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, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Contract. If any of the obligations of this Contract are to be performed by a subcontractor or third-party service provider, 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.

11.10 Contractor 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.

11.11 Unless otherwise expressly provided in this Contract, if a conflict exists between any provisions of this Contract and any exhibit attached to or referenced in this Contract, the provisions of this Contract shall govern to the extent of such conflict. The parties agree that they have had meaningful input into the terms and conditions of this Contract. Contractor acknowledges that it has had ample time to review this Contract and related documents with counsel of its choice.

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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.

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

11.13 The parties shall follow the provisions of Section 126.112, *Jacksonville Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same. No person who is an employee, agent, consultant, officer, or elected or appointed official of the City, or of any designated public agencies, or contractors or subcontractors receiving funds or who exercise or have exercised any functions or responsibilities with respect to SHIP Program activities or who are in a position to participate in a decision making process or gain inside information with regard to their activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect to the activity, or the proceeds from an agreement, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. In addition, in the procurement of labor, supplies, equipment, and services by Contractor or by any contractor, subcontractor, or other persons working on the Services, the conflict-of-interest provisions of any applicable federal, state, or local law, rule, regulation, or policy shall be adhered to by the participants.

11.14 All representations, warranties, indemnities, and other covenants by Contractor in this Contract are continuing in nature and shall survive the expiration or early termination of this Contract.

11.15 Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and policies as the same exist and as amended from time to time, including, but not limited to, Chapter 119, *Florida Statutes* (Public Records Law), specifically the provisions of Section 119.0701(b), *Florida Statutes*, and Section 286.011, *Florida Statutes* (Florida Sunshine Law). If any of the obligations of this Contract are to be performed by a subcontractor of Contractor, Contractor shall incorporate the provisions of this section into and shall become a part of the subcontract.

11.16 In accordance with Section 119.0701, *Florida Statutes*, Contractor shall: (a) keep and maintain public records required by the City to perform the Services; (b) upon request from City's custodian of public records, provide the City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, *Florida Statutes*, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to the City; and (d) upon completion of this Contract, transfer to the City at no cost all public records in possession of Contractor or keep and maintain public records required by the City to perform the Services. If Contractor transfers all public records to the City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the City's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER

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119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO CONTRACTOR'S WORK UNDER THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

11.17 Contractor has received, reviewed, understands, is familiar with, and will comply with the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Jacksonville Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Jacksonville Ordinance Code*.

11.18 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 submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of Twenty Five Thousand Dollars ($25,000.00) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

11.19 The rights and obligations of this Contract may not be assigned, in whole or part, by either party without the prior written approval of the other party.

11.20 Prompt Payment to Subcontractors and Suppliers:

(a) Nothing in this Contract shall prohibit Contractor from disputing all or any portion of a payment alleged to be due to its contractors, subcontractors, or suppliers. If a dispute arises, Contractor may withhold the disputed portion of the payment only after Contractor has provided notice to the City and to the contractor, subcontractor, or supplier whose payment is in dispute. The 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 contractor, subcontractor, or supplier within ten (10) calendar days after Contractor's receipt of payment from the City. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

(b) Contractor shall pay all contracts awarded including those to certified Jacksonville Small and Emerging Businesses ("**JSEBs**") as those entities are defined in Chapter 126, *Jacksonville Ordinance Code*, their pro-rata earnings, less any retainage, from the progress payments made by the City within seven (7) business days after Contractor's receipt of payment from the City. The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the contractor or certified JSEB at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall include with its requisition for payment, documentation that sufficiently demonstrates Contractor has made proper payments to its contractors and certified JSEBs from all prior payments Contractor has received from the City. Contractor shall not unreasonably withhold payments to its contractors or certified JSEBs if Contractor received payment. If Contractor disputes payment to its contractors or certified JSEBs, the procedures of subsection (a) above shall be followed. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the contractor or JSEB within seven (7) business days is a breach of this Contract, compensable at one percent (1%) of the outstanding invoice being

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withheld by Contractor. Continued failure to adhere to these provisions for payments to contractors, JSEBs may be cause for termination of this Contract.

(c) The prompt payment requirements imposed by this Contract do not create any contractual relationship or obligation between the City and any contractor, subcontractor, supplier, JSEB, or any third party, and the City has no liability for Contractor's failure to make timely payments. However, Contractor's failure to comply with the prompt payment requirements constitutes a material breach of its contractual obligations to the City. As a result of the breach, the City, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks, and (ii) charge Contractor a two-tenths percent (0.2%) daily late payment interest charge or other charges specified in Chapter 126, *Jacksonville Ordinance Code*, for JSEBs and Chapter 218, *Florida Statutes*, for non-JSEBs, whichever is greater.

11.21 Pursuant to Section 287.135 (2), *Florida Statutes*, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Recipient is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor:

(1) Is on 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*; or

(2) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(a)4, *Florida Statutes*, the City may terminate this Contract at the City's option if the Contract is for goods or services in an amount of one million dollars or more and Contractor:

(1) Is found to have submitted a false certification under Section 287.135(5), *Florida Statutes*;

(2) Has been placed on 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*; and

(3) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(b), *Florida Statutes*, the City may terminate this Contract at the City's option if the Contract is for goods and services of any amount and Contractor:

(1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or

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(2) Is engaged in a boycott of Israel.

11.22. Contractor shall annually attend all training workshops relating to the subject matter of this Contract as reasonably required by the City.

11.23 This Contract may be executed electronically and in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

11.24 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 the parties with respect to its subject matter.

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IN WITNESS WHEREOF, the parties have executed this Contract the day and year first above written.

LOCAL INITIATIVES SUPPORT CORPORATION,
a New York not-for-profit corporation

By: Celayne G. Hill

Print Name: Celayne G. Hill

Title: Senior VP and Deputy General Counsel

DATED: November 20, 2023

CONTRACTOR INFORMATION

Name: Local Initiatives Support Corporation
Contact: John Sapora
Telephone: (904) 353-1300
E-Mail: JSapora@LISC.org
Federal Tax Identification Number: 13-3030229

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

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ATTEST:

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

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

By: _____
Donna Deegan
Mayor

DATED: 12/18/2023

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Encumbrance and funding information for internal City use:

Amount: **$184,500.00**

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

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

_____
Director of Finance
City Contract #: 70545-23
Purchase Order No. POA 70545-23

FORM APPROVED:

By: _____
Office of General Counsel

G:\Finance & Compliance\Legal\Contracts\OGC Final Approved\2023\2023 SHIP Heirs Property Issues Contract – Local Initiatives Support Corp-FINAL.doc

GC-#1594339-v2-Local_Initiatives_Support_Corp_(LISC)_2023_Resolutions_of_Heirs_Property_Issues_Services_Contract_(SHIP)_-_OGC_Approved.docx

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LIST OF CONTRACT ATTACHMENTS

Attachment A	Scope of Services and Deliverables, Terms and Conditions and Performance Schedule
Attachment B-1	Schedule of Administrative Rates
Attachment B-2	Conditions Precedent for Disbursements
Attachment C-1	Disbursement Request Form
Attachment C-2	Disbursement Request Form (Level II Disbursements)
Attachment D	Monthly Status Report
Attachment E	Program Income Limits
Attachment F	Indemnification
Attachment G	Insurance

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ATTACHMENT A
Scope of Services and Deliverables
Terms & Conditions
Performance Schedule

SCOPE OF SERVICES AND DELIVERABLES

City funds provided pursuant to this Contract will be used to

A. Provide probate legal assistance to eligible heirs (property owners) to clear the title so they can take advantage of property rights such as obtaining homeowner's insurance, property tax homestead exemption, and the ability to obtain repairs or rehabilitation. Services shall include, but are not limited to the following:

1. Filing the petition for probate.
2. Closing the claims period and paying claims on behalf of the homeowner.
3. Assisting with quit claim deeds.
4. Identifying and disbursing funds for tax arrears.
5. Estate planning and related services.

B. Work with legal entities to provide greater community knowledge of estate planning and the probate process.

A. Invoicing and Payment

1. Unless otherwise specified in this contract, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The City may require any other information from Contractor that it deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. The City does not pay service charges, interest or late fees unless required by law.

2. The City's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

B. Performance Schedule. Contractor and the City have jointly established the following performance schedule for the Services (the "**Performance Schedule**"). Contractor shall timely perform its obligations pursuant to the Performance Schedule. The Performance Schedule shall not be modified without the prior written consent of the City (which may be withheld in its sole discretion).

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PERFORMANCE SCHEDULE

Twelve (12) Months from the Contract Effective Date	Expenditure of **One-Half (1/2)** of the approved funding amount and provision of Level I-A services to **Thirty (30) clients**, Level I-B services to **Thirty-Eight (38) clients**, an estimated (depending on client need) **$11,650.00** expended in Level II, and an estimated **$13,600.00** expended in Level III based on the number of Level I and II clients served.
Contract Term Date	Expenditure of the **total** approved funding amount and provision of Level I-A services to **Sixty (60) clients**, Level I-B services to **Seventy-Six (76) clients**, an estimated (depending on client need) **$23,300.00** expended in Level II, and an estimated **$27,200.00** expended in Level III based on the number of Level I and II clients served.

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SCHEDULE OF ADMINISTRATIVE RATES

1. **LEVEL I – LEGAL SERVICES (Fixed Rate per Case)**

   A. Full Legal Representation – Probate legal assistance to eligible heirs (property owners) to clear title.

   Level I-A – (60 clients) x ($1,600.00) = total service cost: $ 96,000.00

   B. Estate Planning, Deed Creation – Draft deeds for Jacksonville residents such as enhanced life estate deeds, deeds for joint tenancy with rights of survivorship, or deeds correcting title issues for estate planning purposes; draft wills for clients.

   Level I-B – (76 clients) x ($500.00) = total service cost: $ 38,000.00

2. **LEVEL II – VARIABLE CLIENT EXPENSE** – Reimbursement and payment of expenses the client and vendor encounter through the Level I services provided. These expenses include but are not limited to the following:

   A. **Back Property Taxes**
   B. **Title Searches**
   C. **Court Costs**
   D. **Creditor Claims**
   E. **Death Certificates**
   F. **Publication Fees**
   G. **Recording Fees**

   Level II – Allocation for Variable Client Expense: $ 23,300.00

3. **LEVEL III – COMMUNITY OUTREACH AND LEGAL REFERRALS** – work with legal entities and community-based organizations to provide greater community knowledge about estate planning and the probate process, and homeownership counseling to help identify and refer residents to legal services.
   Level III – (136 clients served) x ($200.00) = total service cost: $ 27,200.00

Total maximum grant reimbursement = $184,500.00

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CONDITIONS PRECEDENT TO CITY'S DISBURSEMENTS

I. METHOD OF PAYMENT

A. Reimbursement

Unless otherwise stated, all Contract funds will be released on a reimbursement basis. The Disbursement Request form set forth above may be submitted no more than monthly and Contractor may not request disbursement until such time as there is a need for reimbursement of eligible costs. 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 cash request from submission of the request to availability of a check is **approximately ten to fifteen working days.**

The City's obligation to fund Disbursements to Contractor for the Services shall be limited to expenses incurred by Contractor **on or before the Termination Date**, and the City's obligation to fund Disbursements to Contractor for the Services shall end **sixty (60) days thereafter**.

B. Required Documentation

Prior to any disbursement request, Contractor must provide reports from a digital client management software. The City shall review and approve these reports to ensure they address the reporting needs. Upon each Disbursement Request, Contractor shall provide to the City a report in the form and substance acceptable to the City, providing a detailed client roster using the format of the client management software. Each report shall be signed and certified as true, correct, and complete, as of the date thereof, by the President of Contractor and shall constitute a warranty by Contractor to the City as to the contents of the report. If requested by the City, Contractor shall use the above referenced forms with templates provided by the City for each report. The City shall be permitted to modify the form at any time during the term of this Contract. Contractor shall provide the City with additional information as needed or requested by City. If Contractor fails to timely submit any requested report, the City may, at its sole election, suspend disbursements until receipt of the duly completed and certified reports.

II. ADDITIONAL PROVISIONS

A. Requests for Disbursement. For each request for a disbursement, Contractor shall submit to the City a completed written disbursement request (each, a "**Disbursement Request**"). (See **Attachments C-1 and C-2**). Contractor shall attach to each Disbursement Request such invoices, receipts and other documents required by City evidencing that the costs and expenses were actually incurred and paid for by Contractor and were expended on an authorized public service activity.

B. General Disbursement Conditions. The City shall have no obligation to make any disbursement (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred or is continuing.

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Contractor shall provide a detailed summary of Services corresponding to the **Attachment B-1** and provide client and corresponding number of hours spent reviewing the client's case. Contractor shall also provide information necessary to verity income if income is at or below 140% of the Area Median Income. The report must be produced by an approved digital client management software and detail all disbursements requested on the Disbursement Request Forms (**Attachments C-1** and **C-2**).

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ATTACHMENT C-1
Disbursement Request Form

DISBURSEMENT REQUEST FORM
(Resolution of Heir's Property Issues)

Name:	Local Initiatives Support Corporation	Request No. _____
Address:	100 N. Laura Street, Ste 600 Jacksonville, Florida 32202	Contract No. _____
Phone #:	(904) 351-0007	Date Submitted:_____
Tax ID No.	13-3030229	

1.	Contract Administrative (Level I) Funds disbursed to date:	$ 0.00
2.	Contract Administrative (Level II) Funds disbursed to date:	$ 0.00
3.	Contract Administrative (Level III) Funds disbursed to date:	$ 0.00
4.	Total Amount disbursed to date (equals (#1 + #2 + #3):	$ 0.00
5.	Contract Funds available to date (Total Award minus #4):	$ 0.00
6.	Contract Funds previously requested but not yet received:	$ 0.00
7.	Contract Administrative (Level I) Funds request:	$_____
8.	Contract Administrative (Level III) Funds request:	$_____
9.	Total Amount of this request (equals (#7 + #8):	$_____

For Level II Disbursements, please use Disbursement Request #2 (See Attachment C-2).

COMMENTS:_____

_____

_____

_____

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

_____ _____
Signature Date

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ATTACHMENT C-2
Disbursement Request Form
(Level II Disbursements)

DISBURSEMENT REQUEST FORM
(Level II Disbursements – Variable Client Expenses)

Name:	Local Initiatives Support Corporation	Request No. _____
Address:	100 N. Laura Street, Ste 600 Jacksonville, Florida 32202	Contract No. _____
Phone #:	(904) 351-0007	Date Submitted:_____
Tax ID No.	13-3030229	

Name of Individual(s) Receiving **Resolution of Heir's Property** Assistance: _____

_____

Address of Individual(s) Receiving **Resolution of Heir's Property** Assistance: _____

_____

For Direct Disbursement for Back Taxes Please Submit the Following:

1. Full Tax Bill Showing All Years of Taxes Owed.
2. Client Income Certification Form
3. Heir's Property Resolution summary and Client Summary. (Quiet Title Final Judgements, Court Docket Information, Client Intake Information Etc.)

Total Amount of Request for Back Taxes Owed: $_____

For Reimbursement of Client Expenses Please Submit the Following:

1. Invoice or Statement of Expense
2. Proof of Payment (Cleared Check, Credit/Debit Card Statement, Paid Receipt, Etc.)
3. Client Income Certification Form
4. Heir's Property Resolution summary and Client Summary. (Quiet Title Final Judgements, Court Docket Information, Client Intake Information Etc.)

Total Amount for Reimbursement of Client Expenses Requested: $_____

Note – Separate requests should be made for Direct Disbursement for Back Taxes and Reimbursement of Client Expenses per client.

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

_____ _____
Signature Date

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

ATTACHMENT D
Monthly Status Report

MONTHLY STATUS REPORT

To: Housing & Community Development Division
214 North Hogan Street, 7TH Floor
Jacksonville, Florida 32202

Contract No. _____
Report No. _____
Report Date. _____

Reporting Period: From _____ to _____

PROGRESS REPORT: Describe progress to-date:

2. Total Number of clients serviced during this reporting period: _____

3. Number of clients serviced based on each income level (according to the Program Income Limits chart in **Attachment E**):

	Current Month	**Year to Date**
Up to 50% of Area Median Income		
50% to 80% of Area Median Income		
80% to 120% of Area Median Income		
120% to 140% of Area Median Income		

4. Number of clients serviced based on ethnicity (*data is for statistical information purposes only*):

	Current Month	**Year to Date**
Caucasian (white)		
African American (non-Hispanic)		
Hispanic		
Asian		
Other		

5. Units of service:

Number of Units Current Month	**Number of Units Year to Date**	**Unduplicated Clients Current Month**	**Unduplicated Clients Year to Date**

I hereby certify that: 1) no client represented above has already or plans to (within our purview) benefit financially from the Services; 2) that each client represents an eligible unduplicated individual; and 3) that to the best of my knowledge the data reported herein is correct.

Signed: _____ Date: _____
Title: _____
Agency Name: **Local Initiatives Support Corporation**

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

ATTACHMENT E
Program Income Limits
(as may be updated and amended from time to time)

FY 2023 PROGRAM INCOME LIMITS SUMMARY

MEDIAN FAMILY INCOME (MFI): $93,300.00

(as may be updated and amended from time to time)

Household Size	30% of Median	50% of Median	80% of Median	120% of Median	140% of Median
1	$18,600	$31,000	$49,600	$74,400	$86,800
2	$21,250	$35,400	$56,650	$84,960	$99,120
3	$24,860	$39,850	$63,750	$95,640	$111,580
4	$30,000	$44,250	$70,800	$106,200	$123,900
5	$35,140	$47,800	$76,500	$114,720	$133,840
6	$40,280	$51,350	$82,150	$123,240	$143,780
7	$45,420	$54,900	$87,800	$131,760	$153,720
8	$50,560	$58,450	$93,500	$140,280	$163,660

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

ATTACHMENT F
Indemnification

Contractor (the "**Indemnifying Party**") shall hold harmless, indemnify, and defend the City of Jacksonville and the 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 Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's 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 provided under this Contract (the "Service(s)"), any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Contract, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its 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 Sections 725.06 or 725.08, *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, *Florida Statutes* will be modified to comply with said statutes.

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

ATTACHMENT G
Insurance

Without limiting its liability under this Contract, Contractor 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 Contractor 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	
Workers' Compensation	Florida Statutory Coverage	
Employer's Liability	$100,000	Each Accident
	$500,000	Disease Policy Limit
	$100,000	Each Employee/Disease

Such insurance shall cover Contractor (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 Contract)

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).

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Professional Liability $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. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage 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.

Cyber Liability & Data Storage $1,000,000 Per Claim and Aggregate

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Multi Media Liability
- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Additional Insurance Provisions

A. Certificates of Insurance. Contractor shall deliver to the City Certificates of Insurance that show the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

B. Additional Insured. All insurance except Worker's Compensation, Professional Liability, AD&D and Crime (if required) shall be endorsed to name the City of Jacksonville and the 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, if products and completed operations is required, CG2037, Automobile Liability CA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. Contractor's Insurance Primary. The insurance provided by Contractor 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.

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

F. 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 Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

G. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its 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.

H. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

I. Notice. Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then Contractor, as applicable, shall provide a thirty (30) day 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 Contractor 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 Agreement, Contractor shall present this Contract and **Attachments F and G** to its insurance agent affirming that: 1) the agent has personally reviewed the insurance requirements of the Contract, and (2) the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

SUBJECT: RESOLUTION OF HEIR'S PROPERTY ISSUES

BID #: ESC-0348-23 **OPEN DATE:** 5/3/2023

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: EVALUATED BID – TWO (2) YEARS FROM DATE OF CONTRACT EXECUTION

AGENCY: HOUSING & COMMUNITY DEVELOPMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: (6) **NUMBER RECEIVED:** (2) **OTHER:** (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Subject RFP was awarded on 6/1/23 to Jacksonville Area Legal Aid, Inc. as the highest-ranking firm. Due to the firm's requested not-to-exceed expenditure amount of $215,500.00, the City will have a balance of $184,500.00 from the $400,000.00 grant.

Recommend approval to award a secondary contract to the only other responding firm, Local Initiatives Support Corporation.

Total not-to-exceed expenditure amount for Jacksonville Area Legal Aid, Inc. will be $215,500.00. Total not-to-exceed expenditure amount for Local Initiatives Support Corporation will be $184,500.00. Total not-to-exceed award amount will be $400,000.00. Period of service will be two (2) years from the date of the executed contract.

Funding for this award will be encumbered from account 11701.174106.582001.010543.00000000.00000.0000000, executed by formal contracts through the Office of General Counsel, and processed via Purchase Orders.

ATTACHMENTS: Recommendation Memo, Previous Award, Section 2.6

ANALYST: _____ DAVID KLAGES

RESPECTFULLY SUBMITTED: _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: TRAVIS JEFFREY, INTERIM CHIEF, HOUSING & COMMUNITY DEVELOPMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 6/15/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 6/16/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

Contract Purchase Agreement POA-70545-23

Agreement	POA-70545-23
Agreement Date	21-JUN-2023
Revision	0
Agreement Amount	184,500.00 USD
Solicitation Number	ESC-0348-23

Sold To
City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier
Local Initiatives Support Corporation
501 Seventh Avenue
7th Floor
MANHATTAN, NY 10018

Notes In accordance with ESC-0348-23 Resolution of Heir's Property Issues.

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20714	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	**End Date**		**Confirm To**	
TBD	TBD		David Klages dklages@coj.net	

DRAFT

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Neighborhoods Department
Housing Community Development Division
214 N. Hogan Street, 7th Floor
Jacksonville, Florida 32202
(904) 255-8200
www.coj.net

MEMORANDUM

DATE: **May 13, 2026**

TO: **Dustin L. Freeman, Chief, Procurement Division**
Finance and Administration Department

THRU: **Travis Jeffrey**
Chief, Housing & Community Development Division

FROM: **Robert Ownby, Property Administrator**
Housing & Community Development Division

RE: **Resolution of Heir's Property Issues Services ESC-0348-23 – Additional Funding Request**

The Housing & Community Development Division is under contract with Local Initiatives Support Corporation (LISC) to facilitate the Resolution of Heir's Property Issues Program through Procurement Award # ESC-0348-23. At this time, we are requesting to exercise the last contract renewal option as stated in 5.1 of the Contract Number: 70545-23. We are also requesting additional contract funding to LISC in the amount of $184,500.00 with a total not to exceed contract amount of $553,500.00.

The Accounting Code for this funding: **11701.174106.583040.010758.00000000.00000.0000000**

I appreciate your time and consideration in your review of this request. Please let me know if you have any questions or need further documentation. I may be reached at 255-8283 or ROwnby@coj.net.

Authority: [2023-0335-E]

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

SUBJECT: RESOLUTION OF HEIR'S PROPERTY ISSUES

BID #: ESC-0348-23 **OPEN DATE:** 5/3/2023

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: EVALUATED BID – TWO (2) YEARS FROM DATE OF CONTRACT EXECUTION

AGENCY: HOUSING & COMMUNITY DEVELOPMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: (6) **NUMBER RECEIVED:** (2) **OTHER:** (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Subject RFP was awarded on 6/1/23 to Jacksonville Area Legal Aid, Inc. as the highest-ranking firm. Due to the firm's requested not-to-exceed expenditure amount of $215,500.00, the City will have a balance of $184,500.00 from the $400,000.00 grant.

Recommend approval to award a secondary contract to the only other responding firm, Local Initiatives Support Corporation.

Total not-to-exceed expenditure amount for Jacksonville Area Legal Aid, Inc. will be $215,500.00. Total not-to-exceed expenditure amount for Local Initiatives Support Corporation will be $184,500.00. Total not-to-exceed award amount will be $400,000.00. Period of service will be two (2) years from the date of the executed contract.

Funding for this award will be encumbered from account 11701.174106.582001.010543.00000000.00000.0000000, executed by formal contracts through the Office of General Counsel, and processed via Purchase Orders.

ATTACHMENTS: Recommendation Memo, Previous Award, Section 2.6

ANALYST: _____ DAVID KLAGES

RESPECTFULLY SUBMITTED: _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: TRAVIS JEFFREY, INTERIM CHIEF, HOUSING & COMMUNITY DEVELOPMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 6/15/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 6/16/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

City of Jacksonville, Florida

Lenny Curry, Mayor

Neighborhoods Department
Neighborhood Property Administration
214 N. Hogan St. 7th FL
Jacksonville, FL 32202
(904) 255-8200

ONE CITY ONE JACKSONVILLE

MEMORANDUM

June 6, 2023

TO: Dustin Freeman, Chief of Procurement
Finance and Administration Department

FROM: Travis Jeffrey
Interim Chief, Housing & Community Development Division

SUBJECT: **Recommendation for ESC-0348-23 Resolution of Heir's Property Issues**

In accordance with Section 126.204(a)(1) of the Municipal Code, The Housing & Community Development Division (HCDD) was approved to utilize the Competitive Sealed Proposal Process. This process was used to formally solicit bids to acquire the services of Heirs Property Resolution Service Providers. The Procurement Division received two (2) proposals on May 3, 2023 which were evaluated by the Housing & Community Development Division.

The proposals were evaluated in accordance with the Heirs Property Resolution Request for Proposals (RFP) as documented on the attached scoring sheets. Based on the average score, the results of the evaluation are as follows:

Heirs Property Service Providers	Average Scores
Jacksonville Area Legal Aide	96.67
Local Initiative Support Corp.	85.00

In accordance with Section 2.6 of the RFP, the HCDD requesting to award both responders with a contract. The Award is recommended as follows through funding:

Line Item/Account Titles	Fund	Center	Account	Project*	Activity	Interfund	Future
Florida Housing Finance Corp.	11701	174106	582001	010543	00000000	00000	0000000

Jacksonville Area Legal Aide - Recommend approval to award in the amount not to exceed $215,500.00

Local Initiative Support Corp. - Recommend approval to award in the amount not to exceed $184,500.00

Please do not hesitate to contact me at 255-8227 or TJeffrey@coj.net if you have any questions.

CC: David Klages, Purchase Analyst – Procurement Division

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

2) Three (3) paper ("hard") copies of the entire Response. Copies must be exact duplicates of the original.

3) One (1) digital scanned copy (in .PDF format) of the entire Response on a flash drive. The scanned copy must be **one complete file**, not a series of files, and be an exact duplicate of the original.

4) One (1) REDACTED scanned copy of the Response (**if necessary**, pursuant to Section 2.12). This copy should be marked "Confidential - Trade Secret" or something comparable to alert the reader of Contractor's claim of a public records exemption.

All copies are to be placed in a sealed package. The outside must be marked with (i) the RFP title and number, and (ii) Contractor's name, address, contact person, and telephone number.

It is the sole responsibility of each Contractor to assure all copies are EXACT duplicates of the original Response. Photocopies or CD copies will be used for the purpose of evaluating the Responses. Any information contained in the original Response which has not been transferred to the CDs or photocopies will NOT be considered. The original document will be used solely for official record keeping and auditing purposes.

2.5 Evaluation of Responses.

A. Buyer will determine the qualifications, interest and availability of Contractors by reviewing all Responses and, when deemed necessary in the sole discretion of Buyer, by conducting formal interviews of selected Contractors.

B. Before making an award, Buyer reserves the right to seek clarifications, revisions, and information it deems necessary for the proper evaluation of Responses. Failure to provide any requested clarifications, revisions or information may result in rejection of the Response.

C. Buyer reserves the right to accept or reject any and all Responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if Buyer determines that doing so will serve Buyer's best interests. Buyer may reject any Response not submitted in the manner specified by the RFP.

2.6 Award of Contract.

A. The process for contract award is set forth in Jacksonville Ordinance Code Sections 126.204. Generally, Buyer will award the Contract to the responsible and responsive proposer whose Response is determined in writing to be the most advantageous to the City of Jacksonville, based solely on the relative importance assigned to price and of the criteria set forth in Attachment B. The award may be contingent on the outcome of direct negotiations under Section 126.201(d)(4) and 126.201(n), *Ordinance Code*. If an agreement cannot be reached with the highest ranked Contractor, Buyer reserves the right to make an award to the next highest ranked Contractor or subsequent Contractor(s) until an agreement is reached.

B. Buyer may make an award within sixty (60) days after the date the Responses are due, during which period the Responses shall remain firm and shall not be withdrawn. Any Response that expresses a shorter duration may, in Buyer's sole discretion, be accepted or rejected. If award is not made within sixty (60) days, the Response shall remain firm until either the Contract is awarded or Buyer receives from Contractor written notice that the Response is withdrawn. [Note: Withdrawal of a Response may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the date and time

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

Responses are due. Buyer will not accept an amended Response after the date and time Responses are due.]

C. Except as may otherwise be expressly set forth in the RFP, Buyer intends to award one contract, but reserves the right to enter into a contract with multiple Contractors or to reject all Responses.

D. Based on the evaluation results, Buyer shall electronically post a notice of intended award at Buyer's website. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Any person who is adversely affected by the decision shall file with Buyer a notice of protest in accordance with the Protest provisions of the RFP. Buyer does not intend to provide tabulations or notices of award by telephone.

2.7 **Terms of Agreement**. After award to the successful Contractor, Buyer and Contractor will promptly enter into a written agreement (the "Contract") incorporating the terms of the RFP, the successful Response, and other terms and conditions as may be agreed to between the parties. To the extent the Response contains exceptions to or modifications of the RFP, such exceptions or modifications are stricken unless Buyer affirmatively accepts the exceptions or modifications in the Contract. The Contract will be substantially in the form set forth in an attachment to the RFP. Buyer will not be obligated to pay Contractor for the RFP services until the Contract is signed by both parties. Buyer retains the right to reject all bids and/or amend its notice of award at any time prior to the full execution of the Contract.

If the successful Contractor fails to perform the Services as agreed, Buyer reserves the right to (i) issue a new solicitation for the Services; (ii) reopen the RFP for the purpose of awarding a second contract to another Contractor in accordance with the criteria and processes set forth herein; and/or (iii) take such other actions permitted by law.

2.8 **Public Meetings and Special Accommodations**. Any meetings of the RFP evaluation committee (i.e., the Competitive Sealed Proposal Evaluation Committee), shall be noticed on Buyer's website and shall comply with Florida's Open Meetings Laws. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Persons requiring a special accommodation because of a disability should contact the Contact Person identified in Section 1 at least forty-eight (48) hours prior to the meeting.

2.9 **Ex-Parte Communications**. Communications regarding the RFP by a potential vendor, service provider, bidder, lobbyist or consultant to City employees, staff, or hired consultants are prohibited. This prohibition includes communications with the Buyer's Office of General Counsel unless the Contact Person has authorized those communications in advance. Violations may result in the rejection/disqualification of a Response.

These prohibitions on ex-parte communications do not apply to the following:

- communications regarding the RFP to the Chief of the Procurement Division or the Contact Person, provided the communication is limited strictly to matters of process or procedure already contained in the RFP.
- communications with the City employee responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures.
- communications at any pre-bid conferences.
- communications with the Office of Inspector General and his/her staff regarding any perceived inefficiency, misconduct or abuse by City employees.

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

SUBJECT: RESOLUTION OF HEIR'S PROPERTY ISSUES

BID #: ESC-0348-23 **OPEN DATE:** 5/3/2023

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: EVALUATED BID – TWO (2) YEARS FROM DATE OF CONTRACT EXECUTION

AGENCY: HOUSING & COMMUNITY DEVELOPMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: (6) **NUMBER RECEIVED:** (2) **OTHER:** (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
The Evaluation Committee has completed their review and requests approval of award to the highest-ranked firm, Jacksonville Area Legal Aid, Inc., as indicated below. The firms are listed in alphabetical order. The ranking of first and second designates the order of qualification

Supplier	Total Points Average	Rank
Jacksonville Area Legal Aid, Inc.	96.67	1
Local Initiatives Support Corporation	85.00	2

Funding for this award will be encumbered from account 11701.174106.582001.010543.00000000.00000.0000000, executed by formal contract through the Office of General Counsel, and processed via Purchase Order(s).

ATTACHMENTS: Recommendation Memo, Evaluation Matrix, Responsiveness Review, Sections 1.3 and 2.6

ANALYST: _____ DAVID KLAGES

RESPECTFULLY SUBMITTED: _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: TRAVIS JEFFREY, INTERIM CHIEF, HOUSING & COMMUNITY DEVELOPMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 6/1/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 6/1/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2015-02

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC Award Request: Renewals, Extensions, and Unit Price Increases

Goods and/or Services: Resolution of Heirs Property Issues

Requested Action and Justification:

Request approval to utilize the first of two renewal options with the suppliers listed below. Period of service will be from June 30, 2025 through July 1, 2026. Total revised estimated annual expenditure is$400,000.00 to include administrative rate increases per the attached memo and supplier letters. Total expenditure not to exceed $800,000.00.

- Jacksonville Area Legal Aid (JALA) – POA-70513-23 - $215,500.00, not to exceed $431,000.00
- Local Initiatives Support Corporation (LISC) – POA-70545-23 - $184,500.00, not to exceed $369,000.00

This award will be executed by the Office of General Counsel

Supplier:	Multiple	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	05/03/2023

POA #:	Multiple	**PO #:**	Multiple	**Change Order #:**	N/A
Solicitation #:	RFP-NONCON ESC-0348 23	**Contract #:**	Multiple	**Contract Amd #:**	1
Term:	1 year	**Options:**	2, one-year	**Options Used:**	0

Federally Funded:	No	**JSEB Rec:**	Encouragement	**Bonds Waived Pursuant To:**	N/A
Licenses Verified:	No	**JSEB %:**	0		

Fund:	11701	**Center:**	174106	**Acct:**	583040	**Proj:**	010758	**Activity:**	00000000	$ 400,000
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 800,000	**Contingent Amt:**	$ 0	**DMP/ODPO Amt:**	$ NA

Using Agency/BU:	ERCD:HOUSING_AND_COMMUNITY_DEVELOPMENT		
Concurrence:	Signed by: Ownby, Robert EF016778A78F431...	**Title:**	HOUSING PROPERTY ADMINISTRATOR 5/2/2025
Concurrence:		**Title:**	
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Initial OR

Procurement Analyst/Buyer:	Signed by: Simpson, Sandy 7D8517A4A77F44E...	**Chief of Procurement:**	DocuSigned by: B19F1D517352458... 5/6/2025
Name:	Simpson, Sandy	**Name:**	Dustin L. Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:	3	**Action:**	Approved
Members who disapprove:	0	**Signature:**	DocuSigned by: Karen Bowling 1C34E121556248 1...
Date:	5/8/2025	**Date:**	5/8/2025

DS

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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LISC
JACKSONVILLE

City of Jacksonville
Housing and Community Development Division
214 North Hogan Street, 7th Floor
Jacksonville, FL 32202
Attn: Travis Jeffrey, Chief

March 25, 2025

Re: Contract No. 70545-23 Resolution of Heirs' Property Issues – Request for Renewal (revised)

Dear Travis:

As we near the June 30 end of the initial two-year grant term, this is our formal request pursuant to Section 5.1 to renew the above-referenced Contract for at least another year, revised based on comments to our initial proposal. Our legal partner will continue to be Three Rivers Legal Services. We have learned a lot this initial term, and LISC proposes the following renewal modifications for your consideration:

Contract Award

$184,500 SHIP funds award to LISC for the same heirs' property related purposes, for a one-year term July 1, 2025 - June 30, 2026.

Schedule of Administrative Rates

- $60,000 - Level I-A full representation ($2,000/case = 30 cases completed) Currently $1,600/case for 60 clients.
- $64,000 - Level I-B estate planning/deeds ($800/case = 80 cases completed) Currently $500/case for 76 clients.
- $24,500 Level II – Variable Client Expense. Current allocation is $23,300.
- $36,000 – Level III – Community Outreach and Legal Referrals ($300/referral = 120 referrals) 19.5% for LISC rather than 15% in current contract.

These rate increases reflect closer to the actual cost of legal and community services, with a bit more emphasis on estate planning prevention cases than probate resolution cases. LISC and its partners will continue to pay property taxes in strategic ways so that legal services can continue without risk of home loss and/or increased expense due to unpaid property taxes for residents unable to afford the taxes.

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Reimbursement for Filing Probate Litigation Cases

In follow-up to discussions with Robert Ownby, consider allowing 50% ($1,000) reimbursement when legal services files a Level I-A probate case in court, then reimburse the remaining 50% when the case is completed. This would help with cash flow and encourage legal services to add more probate cases to this City contract even if they might not conclude during the contract term. It would be important for the contract to clarify that there is no penalty for not completing a filed case during the term, and LISC/legal services could obtain a 50% reimbursement in the next contract for a completed case filed under a prior City contract.

Variable Client Expense

As discussed in a recent email, LISC also asks that item A under Level II – Variable Client Expense be modified from "Back Property Taxes" to "Property Taxes" so that LISC can be reimbursed for paying not only property tax certificates but also current years' taxes without having to wait for a tax certificate to be issued that incurs additional interest expense for the resident and LISC.

Disbursement Request Form

On the Disbursement Request Form, add a new line 8 called Contract Administrative (Level II) Funding Request $_____ so that we can more easily track and get reimbursed for Level II expenses incurred. The existing form omits Level II expenses being requested in this form, so it would allow LISC to add up the total of the Level II funding request forms submitted in one place.

We are available to discuss these and other modifications the City of Jacksonville might have in mind. We appreciate this support and partnership in preserving homeownership for residents with unclear title now or at risk of future heirs' property.

Sincerely,

Dr. Irvin PeDro Cohen
Executive Director

Via Email and US Mail
cc: Kristopher Smith
John Sapora

Local Initiatives Support Corporation
100 North Laura Street, Suite 600, Jacksonville, FL 32202 • T 904.353.1300 • lisc.org

Contract Purchase Agreement Release 671402-24

Purchase Order	**671402-24**
Order Date	**24-JAN-2024**
Change Order	**0**
Change Order Date	**24-JAN-2024**
Revision	**0**
Ordered	**184,500.00 USD**
Requisition Number	**NBCD-500358-24**
Solicitation Number	**ESC-0348-23**
All packing slips, invoices, and correspondence must reference the purchase order number	

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202

Supplier
Local Initiatives Support Corporation
501 Seventh Avenue
7th Floor
MANHATTAN, NY 10018

Bill To
City of Jacksonville
117 West Duval Street, Suite 375
JACKSONVILLE, FL 32202

Ship To
Ed Ball
214 North Hogan Street
JACKSONVILLE, FL 32202 US

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20714	**Net 30**	**Freight Prepaid**	**FOB Destination**	**Best Way**

Buyer		Deliver To Contact
Carmella Spitler Email: **CSpitler@coj.net**		**Edward Mendoza** E-mail: **EMendoza@coj.net**

Attachments

Type	File Name or URL	Title	Description
File	Services Contract #70545-23 (Resolution of Heir's Property Issues) - LISC.pdf	Services Contract #70545-23 (R	

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	SHIP - Services Contract #70545-23 Resolution of Heir's Property Issues - LISC 11701.174106.582001.010543.00000000.00000.0000000 **Supplier Item** Legal Services	184,500.00				

This line references Document (Contract Purchase Agreement) POA-70545-23.

Ship To
Ed Ball
214 North Hogan Street
JACKSONVILLE, FL 32202

Promised

Requested
1/22/24

184,500.00

Contract Purchase Agreement Release 671402-24

Line	Item	Price	Quantity	UOM	Ordered	Taxable

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total	**184,500.00**
Total	**184,500.00**

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no. 59-89-0120K. Florida State sales and use tax exemption no. 85-8012621607C-8 All original invoices shall be submitted to: COJ1CloudInvoices@coj.net Email Subject: inv_300000008806179	Approved by Dustin L. Freeman, Chief of Procurement Division

Contract Purchase Agreement Release 671402-24

GENERAL CONDITIONS

1. RESERVATIONS: The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby. All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted. Buyer reserves the right to terminate the Contract or Purchase Oder at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services provided to the date of termination.

2. TAXES: The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

3. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

4. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

5. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City".

6. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

7. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

8. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract 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.. Contractor 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, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

9. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

10. LICENSES REQUIREMENT: By acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

11. ELECTRONIC PAYMENTS: Vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

12. CONTRACTOR REPRESENTATION: If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;
b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
c. Has been placed on 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; or
d. Has been engaged in business operations in Cuba or Syria.

13. PUBLIC RECORDS: In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

a. Keep and maintain public records required by City to perform the services; and
b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and
d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS: Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier 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 CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

a. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to 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 CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.
b. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

15. PUBLIC ENTITY CRIME INFORMATION: 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 perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

16. AUDIT PROVISION: A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

17. W-9 REQUIREMENT: It is the vendor's responsibility to ensure that the City has a current W-9 on file.

18. INDEMNIFICATION: The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

a. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

19. INSURANCE: Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

20. DELIVERY: A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

21. PICK UP AND RETURNS: The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

22. INVOICING: Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms shall be Net 45 days, unless otherwise agreed upon between buyer and supplier. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net Email Subject: inv_300000008806179

23. REPORTING: The City may request, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

24. SUPPLIER ACCESSIBILITY: The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

25. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that the City in awarding contracts to vendors may not:

a. Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and,
b. Give preference to a vendor based on the vendor's social, political, or ideological interests.

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

SERVICES CONTRACT
(Resolution of Heir's Property Issues Services)

THIS SERVICES CONTRACT (this "**Contract**") is made and entered into in triplicate as of this 20th day of NOVEMBER, 2023, but shall be effective as of July 1, 2023 (the "**Effective Date**"), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "**City**"), and **LOCAL INITIATIVES SUPPORT CORPORATION**, a New York not-for-profit corporation authorized to do business in the State of Florida ("**Contractor**").

RECITALS:

WHEREAS, the City is a participating jurisdiction in the State Housing Partnership Program (the "**SHIP Program**") established by the State of Florida and, pursuant to **Ordinance 2022-363-E**, the City has appropriated a portion of the SHIP Program funds received from the State to procure the professional services of various entities to provide services for resolution of heir's property issues to eligible households in Duval County, Florida as set forth in the City's Local Housing Assistance Plan; and

WHEREAS, the City issued a Request for Proposal No. **ESC-0348-23** (the "**RFP**") for services relating to the resolution of heir's property issues (the "**Services**") as more fully described in the RFP; and

WHEREAS, based on Contractor's response to the RFP, the City's Competitive Sealed Proposal Evaluation Committee and Mayor authorized the award of a contract to Contractor on June 16, 2023.

NOW, THEREFORE, in consideration of the mutual promises and covenants of 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.

0.3 This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

(a) This document, as modified by any subsequent signed amendments

(b) Any amendments to the RFP

(c) Specific Information Regarding the RFP (Section 1 of the RFP)

(d) Description and Services (Section 4 of the RFP)

(e) General Instructions (Section 2 of the RFP)

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

(f) General Terms and Conditions of Agreement (Section 3 of the RFP)

(g) Contractor's response to the RFP, provided that any terms in the response that are prohibited under, or conflict with, the RFP shall not be included in this Contract.

ARTICLE I
(Scope of Services/Supervision)

1.1 Contractor shall perform the Services more particularly described in **Attachment A** attached hereto in accordance with the terms and conditions of this Contract and under the general coordination of the City's Neighborhoods Department, Housing and Community Development Division. If any services, functions, or responsibilities not specifically set forth in this Contract are necessary for the proper performance of the Services, then they are deemed implied by and included within the Services.

1.2 In addition to the requirements, limitations, and restrictions set forth elsewhere in this Contract, Contractor shall use the funds in a manner consistent with all applicable 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 the funds, the terms of which are incorporated into this Contract by reference. Contractor 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 subcontractor of Contractor, Contractor shall incorporate the provisions of this Section 1.2 into the subcontract. Additionally, Contractor represents and warrants to the City that Contractor 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*.

1.3 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 Contractor's schedule of administrative rates, attached hereto as **Attachment B-1**, or Contractor's budget; (b) the proper application by Contractor of the City funds provided hereunder; (c) the quality of the Services by Contractor; or (d) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the Services. Contractor acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding the aforesaid matters. Contractor acknowledges that the City's only responsibility under the provisions of this Contract is to pay up to the amount provided for if Contractor performs the Services in accordance with this Contract and to the City's satisfaction. The City shall not be liable to any contractors or subcontractors of Contractor for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Contractor for payment. Contractor shall include this Section 1.3 in its contracts and any subcontracts to which Contractor may be a party for performance of the Services required in this Contract.

ARTICLE II
(Funding)

2.1 The City agrees to pay to Contractor **an amount not to exceed One Hundred Eighty-Four Thousand Five Hundred and 00/100 Dollars ($184,500.00)**, which amount is the

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maximum indebtedness of the City pursuant to Section 106.431, *Jacksonville Ordinance Code*, under the terms of this Contract for Levels I, II, and III administrative rates set forth in **Attachment B-1**.

2.2 The City shall pay the funds to Contractor over the period of this Contract commencing on the Effective Date and **ending on June 30, 2025** (the "**Termination Date**"), in accordance with the provisions of this Contract. Payments shall be made for the Services on a reimbursement basis as set forth in **Attachment B-2** (Conditions Precedent to City's Disbursements). The City shall not be required to advance any funds. Contractor shall expend the funds solely and exclusively for the Services and Contractor shall not expend or otherwise use any of the funds for any other purpose. The City's obligation to fund the disbursements to Contractor for the Services shall be limited to eligible expenses incurred by Contractor **on or before the Termination Date**, and the City's obligation to make disbursements to Contractor shall end sixty (60) days thereafter.

2.3 The method of payment shall be according to the Conditions Precedent to City's Disbursements as described in **Attachment B-2**. The City shall not be obligated or required to make any disbursements if Contractor is in breach of this Contract.

2.4 Any unused or residual funds remaining at the termination of this Contract or after completion of the Services, 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 Contractor, then such funds are to be due and payable to the City on the date of the termination and shall be returned by Contractor to the City no later than thirty (30) days thereafter. If Contractor 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 Contractor by the City in error) or any applicable federal, state, or local law, rule, regulation, or policy, then Contractor shall, upon receipt of notice from the City, immediately refund and return all such funds to the City without demand or further notice. Contractor 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 funds provided hereunder were improperly spent.

2.5 In addition to the provisions of Section 2.4 above, upon termination of this Contract, Contractor shall transfer to the City any funds on hand at the time of termination and any accounts receivable attributable to the use of the funds.

2.6 Contractor acknowledges and agrees that it shall expend funds solely for the Services as specified in this Contract.

ARTICLE III
(Performance Schedule)

3.1 Contractor and the City have jointly established the schedule provided in **Attachment A** as the performance schedule for the Services (the "**Performance Schedule**"). Contractor shall timely perform its obligations in the Performance Schedule. The Performance Schedule shall not be modified without the prior written consent of the City (which may be withheld in its sole discretion).

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ARTICLE IV
(Disbursements)

4.1 Provided Contractor has fully and properly performed all obligations of Contractor, the City will make disbursements (each a "**Disbursement**" and collectively, the "**Disbursements**") to Contractor for the Services, up to the maximum amount of the funds. However, in no event shall the City be obligated to make disbursements of the funds more than the verified Services costs. Nothing contained in this Contract constitutes or creates any duty on or warranty by the City regarding (a) the accuracy or reasonableness of Contractor's response to the RFP; (b) the feasibility or quality of the contracts entered into by Contractor for performance of the Services, if any; (c) the proper application by Contractor of the funds; (d) the quality of the Services; or (e) the competence or qualifications of any third party furnishing services in connection with this Contract.

4.2 If, prior to any Disbursement, for any reason, the City determines in its sole and absolute discretion that the actual cost to complete the Services exceeds the amount of the funds then not disbursed, the City may require Contractor to fund the costs of the Services without any further Disbursements from the City until the deficiency no longer exists. At the City's option, no Disbursements will be made until Contractor has fully complied with this requirement. The City shall not be liable to any contractors or subcontractors of Contractor for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Contractor for payment.

4.3 Contractor shall submit disbursement requests to the City no more frequently than monthly for work performed since the prior disbursement request. Each disbursement request shall constitute a representation by Contractor to the City that: (a) the assistance provided to recipients conforms with all applicable rules and regulation of the public authorities having jurisdiction, (b) the value of the assistance is as stated, (c) payment for the items described in the disbursement request has been made (or, at the option of the City, will be made by the City directly to the provider of the service), (d) the disbursement request is consistent with the terms of this Contract, and (e) no event of default or event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred and is continuing.

4.4 The Disbursement Request Forms are attached as **Attachments C-1 and C-2**. In each disbursement request, Contractor shall certify and describe in detail reasonably acceptable to City (a) the Services provided including the individuals served, and (b) the amount Contractor is seeking. Contractor shall attach to each Disbursement Request Form such invoices, receipts, cancelled checks (or evidence that payment has cleared Contractor's banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by Contractor and were expended on and pertain to the Services. Failure by Contractor to provide the City with the required documentation to receive payment under this Contract shall result in a denial of Contractor's disbursement request and shall constitute a material breach of this Contract.

4.5 The City shall have no obligation to make any Disbursement (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such Disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default has occurred and is continuing. Nothing contained in this Contract shall constitute or create any warranty by the City regarding the proper application by Contractor of the proceeds, and the City's disbursement of funds shall not estop the City from seeking return of unspent or misspent funds as provided elsewhere in this Contract.

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4.6 Nothing contained in this Contract, or any other document attached hereto or contemplated hereby, shall constitute or create any duty on or warranty by the City regarding (a) the accuracy or reasonableness of a Disbursement Request, (b) the proper application by Contractor of the funds, (c) the quality of the Services, or (d) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the Services. Contractor acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding these matters.

ARTICLE V
(Term and Termination)

5.1 The term of this Contract shall commence on the Effective Date and **shall expire on the Termination Date**, unless terminated sooner with or without cause, by either party giving thirty (30) days' prior written notice of the termination as provided herein. The City may renew this agreement for up to two (2) additional one (1) year terms in accordance with the RFP.

5.2 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 Contractor 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 Contractor:

(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;

(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;

(vi) if any corporate action shall be taken by Contractor for any purpose of effecting any of the foregoing; or

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(vii) 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 Contractor under any other agreement or transaction between Contractor and the City.

5.3 If the City terminates this Contract due to an event of default by Contractor, 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 Contractor of a default is not a waiver by the City of the default or of any future default of Contractor.

5.4 Termination shall be effective at the close of business on the 30th day after date of notice without the necessity of any further notice to Contractor 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, Contractor shall:

(a) Cease working under this Contract;

(b) Place no further orders or subcontracts related to the performance of the Services;

(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.

5.5 If Contractor should materially fail to comply with any term of this Contract, then the City may terminate this Contract and shall reimburse Contractor, subject to the requirements for reimbursement in this Contract, for eligible, necessary, and reasonable payments made by Contractor up to the date of the termination only.

ARTICLE VI
(Financial Reporting and Auditing)

6.1 Upon execution of this Contract, Contractor shall simultaneously provide to the City at least one (1) copy of Contractor's most recent audited financial statements. In addition, on or before one hundred eighty (180) days following the close of Contractor's fiscal year in each year during the term of this Contract, Contractor shall provide to the City at least one (1) copy of Contractor's audited financial statements for that fiscal year. If Contractor fails to timely submit any duly audited financial statements, the City may, at its sole election, suspend Disbursements until receipt of the duly audited financial statement.

6.2 During the term of this Contract, Contractor shall provide a report of the use of the funds in the delivery of the Services. This report shall be certified by a person in a senior

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management position with Contractor. The report shall include information on the amounts paid for all units of services. The report shall be submitted within one hundred twenty (120) days following the close of Contractor's fiscal year and annually thereafter during the term of this Contract and at the expiration or termination of this Contract.

6.3 Contractor shall: (a) throughout the term of this Contract and for a period of five (5) years after the expiration or termination of this Contract, maintain and retain all books, records, papers, and other documentation or evidence in its possession or the possession of any parent organization or subsidiary, pertaining to costs or expenses of delivering the Services; and (b) at all reasonable times during the term of this Contract and for a period of five (5) years after the expiration or termination of this Contract, make available to the City and permit the City to examine, inspect, copy, and have access to, those books, records, papers, and other documentation or evidence.

6.4 Contractor shall not use any portion of the funds to pay for any costs or expenses associated with the reporting requirements of this Contract, financial or otherwise.

ARTICLE VII
(Reporting)

7.1 Contractor shall provide the City with a monthly status report using the form provided in **Attachment D**, which the City may modify at any time during the term of this Contract, showing all activities, including a narrative summary of progress and a financial statement showing all expenditures appropriate to the Services. The monthly status report shall include the number of clients served by Contractor based on the program income limits provided in **Attachment E**. All expenditure of funds shall be made on a unit of service basis or as set forth in the attachments. The report shall be due on the thirtieth (30TH) day of each succeeding month and shall continue until all information concerning the expenditure of the funds and the Services has been received by the City. This requirement survives the expiration or termination of this Contract.

7.2 Contractor's failure to submit reports or to submit complete reports is grounds for the City to withhold further payments to Contractor or for termination of this Contract.

7.3 Contractor shall provide the City with additional information regarding the Services as may be requested by the City from time to time.

ARTICLE VIII
(Insurance; Indemnification)

8.1 Contractor is an independent contractor, and not an employee, agent, partner, joint venturer, representative, or associate of the City, conducting the services required by this Contract. Contractor is solely responsible for the means, methods, techniques, sequences, and procedures used in its performance of this Contract.

8.2 Contractor shall hold harmless and indemnify the City in accordance with the terms and conditions set forth in **Attachment F**.

8.3 Without limiting its liability under this Contract and prior to commencement of any work, Contractor 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 G**.

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ARTICLE IX
(Representations and Warranties by Contractor)

9.1 Without limiting the representations, warranties, and covenants of Contractor set forth elsewhere in this Contract, as a material inducement for the City to enter into this Contract, Contractor 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) Contractor is a New York not-for-profit corporation authorized to conduct business and is in good standing in the State of Florida. Contractor has full power and authority to execute and deliver this Contract and all documents contemplated by this Contract, and to perform its contractual obligations. Contractor's entering into this Contract will not conflict with or result in a breach of any other agreement in which Contractor is a party. The individual signing this Contract on behalf of Contractor has full power and authority to do so, and Contractor shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence that authority.

(b) Contractor 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 Contractor have been duly authorized and approved by Contractor'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 Contractor, 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 Contractor, any judgment, order, decree, writ, or injunction to which Contractor is bound, or any provision of any applicable law or regulation to which Contractor is bound.

(f) Contractor and each of its subcontractors, and other persons performing services relating to the Services 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 perform the Services. Contractor shall promptly deliver to the City, upon request, all documents reasonably requested by the City to evidence such licenses, permits, and authorizations.

(g) Contractor 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) Contractor 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, or fee to such broker, finder, or other similar third party.

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

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

(l) Contractor 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 Contractor and incurred after Contractor took ownership of the real property.

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

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

ARTICLE X
(Other Covenants)

10.1 Contractor shall complete the Services **no later than the Termination Date**. Completion of the Services shall have occurred only when Contractor shall furnish to the City a completion report or its equivalent (if available in the jurisdiction) as required to establish to the City's satisfaction that the Services have been properly completed and the funds have been fully disbursed in accordance with this Contract. The City's acceptance of the completion report shall not stop the City from seeking return of unspent or misspent funds as provided elsewhere in this Contract.

10.2 All contract services shall be performed strictly in accordance with all governing laws, statutes, ordinances, codes, regulations, and restrictions.

10.3 If Contractor defaults on this Contract, the City shall be entitled to, and Contractor shall be required to repay to the City, a sum up to the amount of the then-disbursed funds.

10.4 Contractor shall ensure the Services meet and are compliant with all governing federal, state, and local affordable housing requirements, as currently in effect and as may be amended from time to time.

10.5 During the term of this Contract, Contractor shall permit the City's Chief of the Housing and Community Development Division or other City designated personnel, to monitor compliance by Contractor with the provisions of this Contract. During the term of this Contract, during normal business hours and with prior notice to Contractor, representatives of the City shall have the right of access to Contractor's records and employees, as they relate to the Services. This paragraph is in addition to any other records maintenance and retention requirements of this Contract.

10.6 Except as otherwise expressly provided herein, Contractor has discretion and control, free from interference, interruption, or disturbance, in all matters relating to the

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management, development, and operation of the Services in compliance with the terms and conditions of this Contract and all governing federal, state, and local laws, rules, regulations, and policies (including without limitation, applicable zoning, subdivision, building, and fire codes). Contractor's discretion, control, and authority with respect to its performance of this Contract includes, without limitation, the following matters:

(a) the implementation of the Services;

(b) the negotiation and execution of contracts, agreements, and other documents with third parties, in form and substance satisfactory to Contractor; and

(c) the preparation of budgets, cost estimates, financial projections, statements, information, and reports as Contractor deems appropriate.

ARTICLE XI
(Miscellaneous)

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

11.2 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, 7TH Floor
Jacksonville, Florida 32202
Attention: Chief

To Contractor:
Local Initiatives Support Corporation
c/o LISC Jacksonville
100 Laura Street, Suite 600
Jacksonville, Florida 32202
Attention: Executive Director

11.3 TIME IS OF THE ESSENCE in the performance of the obligations created by this Contract. If performance falls on a Saturday, Sunday, or state legal holiday, the date for performance shall be the next day that is not a Saturday, Sunday, or state legal holiday. Saturdays, Sundays, and state legal holidays shall not be considered business days.

11.4 No waiver of any provision 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

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as to any default shall not constitute a waiver of the default or any other default or any related rights or remedies.

11.5 Except with respect to rights and remedies expressly declared to be exclusive in this Contract, 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.

11.6 Except as expressly provided to the contrary in this Contract, if any of the provisions of this Contract are unenforceable, the enforceability of the remaining provisions of this Contract shall not be affected, unless the unenforceable provisions contain material terms of the transaction.

11.7 The rights and obligations of the parties under the provisions of this Contract inure to the benefit of and are 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 the provisions of this Contract.

11.8 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.

11.9 As required by Section 126, Part 4, *Jacksonville Ordinance Code*, and directives from the City administration, Contractor has adopted and will maintain a policy of nondiscrimination or nonharassment 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. Contractor 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, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Contract. If any of the obligations of this Contract are to be performed by a subcontractor or third-party service provider, 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.

11.10 Contractor 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.

11.11 Unless otherwise expressly provided in this Contract, if a conflict exists between any provisions of this Contract and any exhibit attached to or referenced in this Contract, the provisions of this Contract shall govern to the extent of such conflict. The parties agree that they have had meaningful input into the terms and conditions of this Contract. Contractor acknowledges that it has had ample time to review this Contract and related documents with counsel of its choice.

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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.

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

11.13 The parties shall follow the provisions of Section 126.112, *Jacksonville Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same. No person who is an employee, agent, consultant, officer, or elected or appointed official of the City, or of any designated public agencies, or contractors or subcontractors receiving funds or who exercise or have exercised any functions or responsibilities with respect to SHIP Program activities or who are in a position to participate in a decision making process or gain inside information with regard to their activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect to the activity, or the proceeds from an agreement, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. In addition, in the procurement of labor, supplies, equipment, and services by Contractor or by any contractor, subcontractor, or other persons working on the Services, the conflict-of-interest provisions of any applicable federal, state, or local law, rule, regulation, or policy shall be adhered to by the participants.

11.14 All representations, warranties, indemnities, and other covenants by Contractor in this Contract are continuing in nature and shall survive the expiration or early termination of this Contract.

11.15 Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and policies as the same exist and as amended from time to time, including, but not limited to, Chapter 119, *Florida Statutes* (Public Records Law), specifically the provisions of Section 119.0701(b), *Florida Statutes*, and Section 286.011, *Florida Statutes* (Florida Sunshine Law). If any of the obligations of this Contract are to be performed by a subcontractor of Contractor, Contractor shall incorporate the provisions of this section into and shall become a part of the subcontract.

11.16 In accordance with Section 119.0701, *Florida Statutes*, Contractor shall: (a) keep and maintain public records required by the City to perform the Services; (b) upon request from City's custodian of public records, provide the City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, *Florida Statutes*, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to the City; and (d) upon completion of this Contract, transfer to the City at no cost all public records in possession of Contractor or keep and maintain public records required by the City to perform the Services. If Contractor transfers all public records to the City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the City's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER

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119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO CONTRACTOR'S WORK UNDER THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

11.17 Contractor has received, reviewed, understands, is familiar with, and will comply with the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Jacksonville Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Jacksonville Ordinance Code*.

11.18 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 submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of Twenty Five Thousand Dollars ($25,000.00) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

11.19 The rights and obligations of this Contract may not be assigned, in whole or part, by either party without the prior written approval of the other party.

11.20 Prompt Payment to Subcontractors and Suppliers:

(a) Nothing in this Contract shall prohibit Contractor from disputing all or any portion of a payment alleged to be due to its contractors, subcontractors, or suppliers. If a dispute arises, Contractor may withhold the disputed portion of the payment only after Contractor has provided notice to the City and to the contractor, subcontractor, or supplier whose payment is in dispute. The 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 contractor, subcontractor, or supplier within ten (10) calendar days after Contractor's receipt of payment from the City. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

(b) Contractor shall pay all contracts awarded including those to certified Jacksonville Small and Emerging Businesses ("**JSEBs**") as those entities are defined in Chapter 126, *Jacksonville Ordinance Code*, their pro-rata earnings, less any retainage, from the progress payments made by the City within seven (7) business days after Contractor's receipt of payment from the City. The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the contractor or certified JSEB at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall include with its requisition for payment, documentation that sufficiently demonstrates Contractor has made proper payments to its contractors and certified JSEBs from all prior payments Contractor has received from the City. Contractor shall not unreasonably withhold payments to its contractors or certified JSEBs if Contractor received payment. If Contractor disputes payment to its contractors or certified JSEBs, the procedures of subsection (a) above shall be followed. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the contractor or JSEB within seven (7) business days is a breach of this Contract, compensable at one percent (1%) of the outstanding invoice being

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withheld by Contractor. Continued failure to adhere to these provisions for payments to contractors, JSEBs may be cause for termination of this Contract.

(c) The prompt payment requirements imposed by this Contract do not create any contractual relationship or obligation between the City and any contractor, subcontractor, supplier, JSEB, or any third party, and the City has no liability for Contractor's failure to make timely payments. However, Contractor's failure to comply with the prompt payment requirements constitutes a material breach of its contractual obligations to the City. As a result of the breach, the City, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks, and (ii) charge Contractor a two-tenths percent (0.2%) daily late payment interest charge or other charges specified in Chapter 126, *Jacksonville Ordinance Code*, for JSEBs and Chapter 218, *Florida Statutes*, for non-JSEBs, whichever is greater.

11.21 Pursuant to Section 287.135 (2), *Florida Statutes*, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Recipient is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor:

(1) Is on 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*; or

(2) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(a)4, *Florida Statutes*, the City may terminate this Contract at the City's option if the Contract is for goods or services in an amount of one million dollars or more and Contractor:

(1) Is found to have submitted a false certification under Section 287.135(5), *Florida Statutes*;

(2) Has been placed on 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*; and

(3) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(b), *Florida Statutes*, the City may terminate this Contract at the City's option if the Contract is for goods and services of any amount and Contractor:

(1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or

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(2) Is engaged in a boycott of Israel.

11.22. Contractor shall annually attend all training workshops relating to the subject matter of this Contract as reasonably required by the City.

11.23 This Contract may be executed electronically and in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

11.24 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 the parties with respect to its subject matter.

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IN WITNESS WHEREOF, the parties have executed this Contract the day and year first above written.

LOCAL INITIATIVES SUPPORT CORPORATION,
a New York not-for-profit corporation

By: Celayne G. Hill

Print Name: Celayne G. Hill

Title: Senior VP and Deputy General Counsel

DATED: November 20, 2023

CONTRACTOR INFORMATION

Name: Local Initiatives Support Corporation
Contact: John Sapora
Telephone: (904) 353-1300
E-Mail: JSapora@LISC.org
Federal Tax Identification Number: 13-3030229

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

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ATTEST:

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

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

By: _____
Donna Deegan
Mayor

DATED: 12/18/2023

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Encumbrance and funding information for internal City use:

Amount: **$184,500.00**

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

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

_____
Director of Finance
City Contract #: 70545-23
Purchase Order No. POA 70545-23

FORM APPROVED:

By: _____
Office of General Counsel

G:\Finance & Compliance\Legal\Contracts\OGC Final Approved\2023\2023 SHIP Heirs Property Issues Contract – Local Initiatives Support Corp-FINAL.doc

GC-#1594339-v2-Local_Initiatives_Support_Corp_(LISC)_2023_Resolutions_of_Heirs_Property_Issues_Services_Contract_(SHIP)_-_OGC_Approved.docx

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LIST OF CONTRACT ATTACHMENTS

Attachment A	Scope of Services and Deliverables, Terms and Conditions and Performance Schedule
Attachment B-1	Schedule of Administrative Rates
Attachment B-2	Conditions Precedent for Disbursements
Attachment C-1	Disbursement Request Form
Attachment C-2	Disbursement Request Form (Level II Disbursements)
Attachment D	Monthly Status Report
Attachment E	Program Income Limits
Attachment F	Indemnification
Attachment G	Insurance

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ATTACHMENT A
Scope of Services and Deliverables
Terms & Conditions
Performance Schedule

SCOPE OF SERVICES AND DELIVERABLES

City funds provided pursuant to this Contract will be used to

A. Provide probate legal assistance to eligible heirs (property owners) to clear the title so they can take advantage of property rights such as obtaining homeowner's insurance, property tax homestead exemption, and the ability to obtain repairs or rehabilitation. Services shall include, but are not limited to the following:

1. Filing the petition for probate.
2. Closing the claims period and paying claims on behalf of the homeowner.
3. Assisting with quit claim deeds.
4. Identifying and disbursing funds for tax arrears.
5. Estate planning and related services.

B. Work with legal entities to provide greater community knowledge of estate planning and the probate process.

A. Invoicing and Payment

1. Unless otherwise specified in this contract, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The City may require any other information from Contractor that it deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. The City does not pay service charges, interest or late fees unless required by law.

2. The City's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

B. Performance Schedule. Contractor and the City have jointly established the following performance schedule for the Services (the "**Performance Schedule**"). Contractor shall timely perform its obligations pursuant to the Performance Schedule. The Performance Schedule shall not be modified without the prior written consent of the City (which may be withheld in its sole discretion).

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PERFORMANCE SCHEDULE

Twelve (12) Months from the Contract Effective Date	Expenditure of **One-Half (1/2)** of the approved funding amount and provision of Level I-A services to **Thirty (30) clients**, Level I-B services to **Thirty-Eight (38) clients**, an estimated (depending on client need) **$11,650.00** expended in Level II, and an estimated **$13,600.00** expended in Level III based on the number of Level I and II clients served.
Contract Term Date	Expenditure of the **total** approved funding amount and provision of Level I-A services to **Sixty (60) clients**, Level I-B services to **Seventy-Six (76) clients**, an estimated (depending on client need) **$23,300.00** expended in Level II, and an estimated **$27,200.00** expended in Level III based on the number of Level I and II clients served.

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SCHEDULE OF ADMINISTRATIVE RATES

1. **LEVEL I – LEGAL SERVICES (Fixed Rate per Case)**

   A. Full Legal Representation – Probate legal assistance to eligible heirs (property owners) to clear title.

   Level I-A – (60 clients) x ($1,600.00) = total service cost: $ 96,000.00

   B. Estate Planning, Deed Creation – Draft deeds for Jacksonville residents such as enhanced life estate deeds, deeds for joint tenancy with rights of survivorship, or deeds correcting title issues for estate planning purposes; draft wills for clients.

   Level I-B – (76 clients) x ($500.00) = total service cost: $ 38,000.00

2. **LEVEL II – VARIABLE CLIENT EXPENSE** – Reimbursement and payment of expenses the client and vendor encounter through the Level I services provided. These expenses include but are not limited to the following:

   A. **Back Property Taxes**
   B. **Title Searches**
   C. **Court Costs**
   D. **Creditor Claims**
   E. **Death Certificates**
   F. **Publication Fees**
   G. **Recording Fees**

   Level II – Allocation for Variable Client Expense: $ 23,300.00

3. **LEVEL III – COMMUNITY OUTREACH AND LEGAL REFERRALS** – work with legal entities and community-based organizations to provide greater community knowledge about estate planning and the probate process, and homeownership counseling to help identify and refer residents to legal services.
   Level III – (136 clients served) x ($200.00) = total service cost: $ 27,200.00

Total maximum grant reimbursement = $184,500.00

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CONDITIONS PRECEDENT TO CITY'S DISBURSEMENTS

I. METHOD OF PAYMENT

A. Reimbursement

Unless otherwise stated, all Contract funds will be released on a reimbursement basis. The Disbursement Request form set forth above may be submitted no more than monthly and Contractor may not request disbursement until such time as there is a need for reimbursement of eligible costs. 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 cash request from submission of the request to availability of a check is **approximately ten to fifteen working days.**

The City's obligation to fund Disbursements to Contractor for the Services shall be limited to expenses incurred by Contractor **on or before the Termination Date**, and the City's obligation to fund Disbursements to Contractor for the Services shall end **sixty (60) days thereafter**.

B. Required Documentation

Prior to any disbursement request, Contractor must provide reports from a digital client management software. The City shall review and approve these reports to ensure they address the reporting needs. Upon each Disbursement Request, Contractor shall provide to the City a report in the form and substance acceptable to the City, providing a detailed client roster using the format of the client management software. Each report shall be signed and certified as true, correct, and complete, as of the date thereof, by the President of Contractor and shall constitute a warranty by Contractor to the City as to the contents of the report. If requested by the City, Contractor shall use the above referenced forms with templates provided by the City for each report. The City shall be permitted to modify the form at any time during the term of this Contract. Contractor shall provide the City with additional information as needed or requested by City. If Contractor fails to timely submit any requested report, the City may, at its sole election, suspend disbursements until receipt of the duly completed and certified reports.

II. ADDITIONAL PROVISIONS

A. Requests for Disbursement. For each request for a disbursement, Contractor shall submit to the City a completed written disbursement request (each, a "**Disbursement Request**"). (See **Attachments C-1 and C-2**). Contractor shall attach to each Disbursement Request such invoices, receipts and other documents required by City evidencing that the costs and expenses were actually incurred and paid for by Contractor and were expended on an authorized public service activity.

B. General Disbursement Conditions. The City shall have no obligation to make any disbursement (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred or is continuing.

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Contractor shall provide a detailed summary of Services corresponding to the **Attachment B-1** and provide client and corresponding number of hours spent reviewing the client's case. Contractor shall also provide information necessary to verity income if income is at or below 140% of the Area Median Income. The report must be produced by an approved digital client management software and detail all disbursements requested on the Disbursement Request Forms (**Attachments C-1** and **C-2**).

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ATTACHMENT C-1
Disbursement Request Form

DISBURSEMENT REQUEST FORM
(Resolution of Heir's Property Issues)

Name:	Local Initiatives Support Corporation	Request No. _____
Address:	100 N. Laura Street, Ste 600 Jacksonville, Florida 32202	Contract No. _____
Phone #:	(904) 351-0007	Date Submitted:_____
Tax ID No.	13-3030229	

1.	Contract Administrative (Level I) Funds disbursed to date:	$ 0.00
2.	Contract Administrative (Level II) Funds disbursed to date:	$ 0.00
3.	Contract Administrative (Level III) Funds disbursed to date:	$ 0.00
4.	Total Amount disbursed to date (equals (#1 + #2 + #3):	$ 0.00
5.	Contract Funds available to date (Total Award minus #4):	$ 0.00
6.	Contract Funds previously requested but not yet received:	$ 0.00
7.	Contract Administrative (Level I) Funds request:	$_____
8.	Contract Administrative (Level III) Funds request:	$_____
9.	Total Amount of this request (equals (#7 + #8):	$_____

For Level II Disbursements, please use Disbursement Request #2 (See Attachment C-2).

COMMENTS:_____

_____

_____

_____

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

_____ _____
Signature Date

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ATTACHMENT C-2
Disbursement Request Form
(Level II Disbursements)

DISBURSEMENT REQUEST FORM
(Level II Disbursements – Variable Client Expenses)

Name:	Local Initiatives Support Corporation	Request No. _____
Address:	100 N. Laura Street, Ste 600 Jacksonville, Florida 32202	Contract No. _____
Phone #:	(904) 351-0007	Date Submitted:_____
Tax ID No.	13-3030229	

Name of Individual(s) Receiving **Resolution of Heir's Property** Assistance: _____

_____

Address of Individual(s) Receiving **Resolution of Heir's Property** Assistance: _____

_____

For Direct Disbursement for Back Taxes Please Submit the Following:

1. Full Tax Bill Showing All Years of Taxes Owed.
2. Client Income Certification Form
3. Heir's Property Resolution summary and Client Summary. (Quiet Title Final Judgements, Court Docket Information, Client Intake Information Etc.)

Total Amount of Request for Back Taxes Owed: $_____

For Reimbursement of Client Expenses Please Submit the Following:

1. Invoice or Statement of Expense
2. Proof of Payment (Cleared Check, Credit/Debit Card Statement, Paid Receipt, Etc.)
3. Client Income Certification Form
4. Heir's Property Resolution summary and Client Summary. (Quiet Title Final Judgements, Court Docket Information, Client Intake Information Etc.)

Total Amount for Reimbursement of Client Expenses Requested: $_____

Note – Separate requests should be made for Direct Disbursement for Back Taxes and Reimbursement of Client Expenses per client.

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

_____ _____
Signature Date

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ATTACHMENT D
Monthly Status Report

MONTHLY STATUS REPORT

To: Housing & Community Development Division
214 North Hogan Street, 7TH Floor
Jacksonville, Florida 32202

Contract No. _____
Report No. _____
Report Date. _____

Reporting Period: From _____ to _____

PROGRESS REPORT: Describe progress to-date:

2. Total Number of clients serviced during this reporting period: _____

3. Number of clients serviced based on each income level (according to the Program Income Limits chart in **Attachment E**):

	Current Month	**Year to Date**
Up to 50% of Area Median Income		
50% to 80% of Area Median Income		
80% to 120% of Area Median Income		
120% to 140% of Area Median Income		

4. Number of clients serviced based on ethnicity (*data is for statistical information purposes only*):

	Current Month	**Year to Date**
Caucasian (white)		
African American (non-Hispanic)		
Hispanic		
Asian		
Other		

5. Units of service:

Number of Units Current Month	**Number of Units Year to Date**	**Unduplicated Clients Current Month**	**Unduplicated Clients Year to Date**

I hereby certify that: 1) no client represented above has already or plans to (within our purview) benefit financially from the Services; 2) that each client represents an eligible unduplicated individual; and 3) that to the best of my knowledge the data reported herein is correct.

Signed: _____ Date: _____
Title: _____
Agency Name: **Local Initiatives Support Corporation**

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ATTACHMENT E
Program Income Limits
(as may be updated and amended from time to time)

FY 2023 PROGRAM INCOME LIMITS SUMMARY

MEDIAN FAMILY INCOME (MFI): $93,300.00

(as may be updated and amended from time to time)

Household Size	30% of Median	50% of Median	80% of Median	120% of Median	140% of Median
1	$18,600	$31,000	$49,600	$74,400	$86,800
2	$21,250	$35,400	$56,650	$84,960	$99,120
3	$24,860	$39,850	$63,750	$95,640	$111,580
4	$30,000	$44,250	$70,800	$106,200	$123,900
5	$35,140	$47,800	$76,500	$114,720	$133,840
6	$40,280	$51,350	$82,150	$123,240	$143,780
7	$45,420	$54,900	$87,800	$131,760	$153,720
8	$50,560	$58,450	$93,500	$140,280	$163,660

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ATTACHMENT F
Indemnification

Contractor (the "**Indemnifying Party**") shall hold harmless, indemnify, and defend the City of Jacksonville and the 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 Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's 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 provided under this Contract (the "Service(s)"), any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Contract, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its 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 Sections 725.06 or 725.08, *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, *Florida Statutes* will be modified to comply with said statutes.

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ATTACHMENT G
Insurance

Without limiting its liability under this Contract, Contractor 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 Contractor 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	
Workers' Compensation	Florida Statutory Coverage	
Employer's Liability	$100,000	Each Accident
	$500,000	Disease Policy Limit
	$100,000	Each Employee/Disease

Such insurance shall cover Contractor (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 Contract)

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).

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Professional Liability $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. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage 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.

Cyber Liability & Data Storage $1,000,000 Per Claim and Aggregate

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Multi Media Liability
- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Additional Insurance Provisions

A. Certificates of Insurance. Contractor shall deliver to the City Certificates of Insurance that show the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

B. Additional Insured. All insurance except Worker's Compensation, Professional Liability, AD&D and Crime (if required) shall be endorsed to name the City of Jacksonville and the 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, if products and completed operations is required, CG2037, Automobile Liability CA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. Contractor's Insurance Primary. The insurance provided by Contractor 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.

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F. 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 Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

G. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its 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.

H. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

I. Notice. Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then Contractor, as applicable, shall provide a thirty (30) day 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 Contractor 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 Agreement, Contractor shall present this Contract and **Attachments F and G** to its insurance agent affirming that: 1) the agent has personally reviewed the insurance requirements of the Contract, and (2) the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

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SUBJECT: RESOLUTION OF HEIR'S PROPERTY ISSUES

BID #: ESC-0348-23 **OPEN DATE:** 5/3/2023

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: EVALUATED BID – TWO (2) YEARS FROM DATE OF CONTRACT EXECUTION

AGENCY: HOUSING & COMMUNITY DEVELOPMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: (6) **NUMBER RECEIVED:** (2) **OTHER:** (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Subject RFP was awarded on 6/1/23 to Jacksonville Area Legal Aid, Inc. as the highest-ranking firm. Due to the firm's requested not-to-exceed expenditure amount of $215,500.00, the City will have a balance of $184,500.00 from the $400,000.00 grant.

Recommend approval to award a secondary contract to the only other responding firm, Local Initiatives Support Corporation.

Total not-to-exceed expenditure amount for Jacksonville Area Legal Aid, Inc. will be $215,500.00. Total not-to-exceed expenditure amount for Local Initiatives Support Corporation will be $184,500.00. Total not-to-exceed award amount will be $400,000.00. Period of service will be two (2) years from the date of the executed contract.

Funding for this award will be encumbered from account 11701.174106.582001.010543.00000000.00000.0000000, executed by formal contracts through the Office of General Counsel, and processed via Purchase Orders.

ATTACHMENTS: Recommendation Memo, Previous Award, Section 2.6

ANALYST: _____ DAVID KLAGES

RESPECTFULLY SUBMITTED: _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: TRAVIS JEFFREY, INTERIM CHIEF, HOUSING & COMMUNITY DEVELOPMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 6/15/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 6/16/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

Contract Purchase Agreement POA-70545-23

Agreement	POA-70545-23
Agreement Date	21-JUN-2023
Revision	0
Agreement Amount	184,500.00 USD
Solicitation Number	ESC-0348-23

Sold To
City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier
Local Initiatives Support Corporation
501 Seventh Avenue
7th Floor
MANHATTAN, NY 10018

Notes In accordance with ESC-0348-23 Resolution of Heir's Property Issues.

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20714	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	**End Date**		**Confirm To**	
TBD	TBD		David Klages dklages@coj.net	

DRAFT

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

ATTACHMENT B-1
Revised Schedule of Administrative Rates

SCHEDULE OF ADMINISTRATIVE RATES

1. **Level I – LEGAL SERVICES (Fixed Rate per Case)**

   A. **Full Legal Representation –** Probate legal assistance to eligible heirs (property owners) to clear title.

Level I-A – (60 clients) x ($1,600.00) = total service cost $96,000.00

Revised Rates Request Level I-A – (48 clients) x ($2,000 per case) = $96,000.00

Total Level I-A Services = $192,000.00

   B. **Estate Planning, Deed Creation –** Draft deeds for Jacksonville residents such as enhanced life estate deeds, deeds for joint tenancy with rights of survivorship, or deeds correcting title issues for estate planning purposes; draft wills for clients.

Level I-B – (76 clients) x ($500.00) = total service cost $38,000.00

Revised Rates Request Level I-B – (48 clients) x ($800.00 per case) = $38,000.00

Total Level I-A Services = $76,000.00

2. **LEVEL II – VARIABLE CLIENT EXPENSE** – Reimbursement and payment of expenses the client and vendor encounter through the Level I services provided. These expenses include but are not limited to the following:

   A. **Back Property Taxes**
   B. **Title Searches**
   C. **Court Costs**
   D. **Creditor Claims**
   E. **Death Certificates**
   F. **Publication Fees**
   G. **Recording Fees**

Level II – Allocation for variable client Expense $23,300.00

New Amount Requested Through Amendment: $23,300.00

Total Level II Services = $46,600.00

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3. **LEVEL III – COMMUNITY OUTREACH AND LEGAL REFERRALS** – work with legal entities and community-based organizations to provide greater community knowledge about estate planning and the probate process, and homeownership counseling to help identify and refer residents to legal services.

   Level III – (136 clients served) x ($200.00) = total service cost $27,200.00

   Revised Rates Request Level III – (91 clients) x ($300.00 per case) = $27,200.00

ORIGINAL CONTRACT AMOUNT: $184,500.00

SECOND AMENDMENT CONTRACT AMOUNT REQUEST: $184,500.00

NEW TOTAL NOT EXCEED CONTRACT AMOUNT: $369,000.00

Contract Purchase Agreement Release 668994-24

Purchase Order	**668994-24**
Order Date	**29-NOV-2023**
Change Order	**0**
Change Order Date	**29-NOV-2023**
Revision	**0**
Ordered	**215,500.00 USD**
Requisition Number	**NBCD-500336-24**
Solicitation Number	**ESC-0348-23**
All packing slips, invoices, and correspondence must reference the purchase order number	

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202

Supplier
Jacksonville Area Legal Aid, Inc.
126 West Adams Street
JACKSONVILLE, FL 32202

Bill To
City of Jacksonville
117 West Duval Street, Suite 375
JACKSONVILLE, FL 32202

Ship To
Ed Ball 7th Floor
214 North Hogan Street
7th Floor
JACKSONVILLE, FL 32202 US

Notes PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING
Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that the City in awarding contracts to vendors may not: (1) Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and (2) Give preference to a vendor based on the vendor's social, political, or ideological interest.

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
21846	**Net 30**	**Freight Prepaid**	**FOB Destination**	**Best Way**

Buyer		Deliver To Contact
Carmella Spitler Email: **CSpitler@coj.net**		**Teresa Curtis** E-mail: **tcurtis@coj.net**

Attachments

Type	File Name or URL	Title	Description
File	Services Contract #70513-23 (Resolutionof Heir's Property Issues) - Jacksonville Area Legal Aid.pdf	Services Contract #70513-23 (R	

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Jacksonville Area Legal Aid, Inc. 11701.174106.582001.010543.00000000.00000.0000000	215,500.00				

This line references Document (Contract Purchase Agreement) POA-70513-23.

Ship To **Promised** 215,500.00
Ed Ball 7th Floor

Contract Purchase Agreement Release 668994-24

Line	Item	Price	Quantity	UOM	Ordered	Taxable

214 North Hogan Street
7th Floor
JACKSONVILLE, FL 32202

Requested
12/10/23

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total	**215,500.00**
Total	**215,500.00**

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no. 59-89-0120K. Florida State sales and use tax exemption no. 85-8012621607C-8 All original invoices shall be submitted to: COJ1CloudInvoices@coj.net Email Subject: inv_300000008806179	Approved by Dustin L. Freeman, Chief of Procurement Division

Contract Purchase Agreement Release 668994-24

GENERAL CONDITIONS

1. RESERVATIONS: The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby. All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted. Buyer reserves the right to terminate the Contract or Purchase Oder at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services provided to the date of termination.

2. TAXES: The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

3. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

4. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

5. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City".

6. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

7. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

8. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract 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.. Contractor 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, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

9. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

10. LICENSES REQUIREMENT: By acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

11. ELECTRONIC PAYMENTS: Vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

12. CONTRACTOR REPRESENTATION: If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;
b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
c. Has been placed on 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; or
d. Has been engaged in business operations in Cuba or Syria.

13. PUBLIC RECORDS: In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

a. Keep and maintain public records required by City to perform the services; and
b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and
d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS: Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier 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 CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

a. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to 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 CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.
b. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

15. PUBLIC ENTITY CRIME INFORMATION: 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 perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

16. AUDIT PROVISION: A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

17. W-9 REQUIREMENT: It is the vendor's responsibility to ensure that the City has a current W-9 on file.

18. INDEMNIFICATION: The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

a. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

19. INSURANCE: Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

20. DELIVERY: A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

21. PICK UP AND RETURNS: The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

22. INVOICING: Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms shall be Net 45 days, unless otherwise agreed upon between buyer and supplier. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net Email Subject: inv_300000008806179

23. REPORTING: The City may request, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

24. SUPPLIER ACCESSIBILITY: The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

25. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that the City in awarding contracts to vendors may not:

a. Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and,
b. Give preference to a vendor based on the vendor's social, political, or ideological interests.

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

JACKSONVILLE AREA
Legal Aid

126 W. Adams Street
Jacksonville, FL 32202

Phone 904-356-8371
Fax 904-356-8285
www.jaxlegalaid.org

April 9, 2025

Robert Ownby
Housing Property Administrator
City of Jacksonville/Neighborhoods Department
214 North Hogan Street, 7th floor
Jacksonville, Florida 32202

Re: Request for Renewal of Services Contract 70513-23, Resolution of Heirs' Property Issues Program

Dear Robert:

We are submitting a request to extend the contract for the Jacksonville Area Legal Aid, Inc. (JALA) Heirs' Property Resolution Program for another year, pursuant to section 5.1 of the contract, at the same total amount of $215,500. In addition to the extension, we are seeking two revisions:

(1) We would like to move $49,000 from Level II to Level I-A ($36,000) and Level II-B ($13,000). During the first two years, there has been a notable increase in the number of heirs receiving services under the contract. If this upward trend continues, there is a possibility that the funding allocated for providing Level I-A services under this contract may be depleted before its expiration. At the same time, the Level II variable direct client expenses have been below the initial projection.

(2) We would also like to increase the Level I-A and Level I-B reimbursement rates to better reflect our actual costs in providing these services. Due to changes in how probate cases are generally handled by the court, and the surfacing of more complex cases that are taking more time, more hours are typically required to reach final disposition. Based on a thorough examination of actual expenses, we are proposing the following adjustments:

- Level I-A increase to $2,000 from $1,600
  [$120,00 original allotment + $36,000 additional allotment = $156,000; $156,000/$2,000 = 78 probates]

- Level I-B increase to $800 from $500
  [$19,000 original allotment + $13,000 additional allotment = $32,000; $32,000/$800 = 40 deeds]

Thank you for your consideration.

Sincerely,

James A. Kowalski Jr.
President and CEO

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

SERVICES CONTRACT
(Resolution of Heir's Property Issues Services)

THIS SERVICES CONTRACT (this "**Contract**") is made and entered into in triplicate as of this 3rd day of Nov, 2023, but shall be effective as of July 1, 2023 (the "**Effective Date**"), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "**City**"), and **JACKSONVILLE AREA LEGAL AID, INC.**, a Florida not-for-profit corporation ("**Contractor**").

RECITALS:

WHEREAS, the City is a participating jurisdiction in the State Housing Partnership Program (the "**SHIP Program**") established by the State of Florida and, pursuant to **Ordinance 2022-363-E**, the City has appropriated a portion of the SHIP Program funds received from the State to procure the professional services of various entities to provide services for resolution of heir's property issues to eligible households in Duval County, Florida, as set forth in the City's Local Housing Assistance Plan; and

WHEREAS, the City issued a Request for Proposal No. **ESC-0348-23** (the "**RFP**") for services relating to the resolution of heir's property issues (the "**Services**"), as more fully described in the RFP; and

WHEREAS, based on Contractor's response to the RFP, the City's Competitive Sealed Proposal Evaluation Committee and Mayor authorized the award of a contract to Contractor on June 16, 2023.

NOW, THEREFORE, in consideration of the mutual promises and covenants of 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.

0.3 This Contract consists of the following documents, which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

(a) This document, as modified by any subsequent signed amendments

(b) Any amendments to the RFP

(c) Specific Information Regarding the RFP (Section 1 of the RFP)

(d) Description and Services (Section 4 of the RFP)

(e) General Instructions (Section 2 of the RFP)

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(f) General Terms and Conditions of Agreement (Section 3 of the RFP)

(g) Contractor's response to the RFP, provided that any terms in the response that are prohibited under, or conflict with, the RFP shall not be included in this Contract.

ARTICLE I
(Scope of Services/Supervision)

1.1 Contractor shall perform the Services more particularly described in **Attachment A** attached hereto in accordance with the terms and conditions of this Contract and under the general coordination of the City's Neighborhoods Department, Housing and Community Development Division. If any services, functions, or responsibilities not specifically set forth in this Contract are necessary for the proper performance of the Services, then they are deemed implied by and included within the Services.

1.2 In addition to the requirements, limitations, and restrictions set forth elsewhere in this Contract, Contractor shall use the funds in a manner consistent with all applicable 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 the funds, the terms of which are incorporated into this Contract by reference. Contractor 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 subcontractor of Contractor, Contractor shall incorporate the provisions of this Section 1.2 into the subcontract. Additionally, Contractor represents and warrants to the City that Contractor 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*.

1.3 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 Contractor's schedule of administrative rates, attached hereto as **Attachment B-1**, or Contractor's budget; (b) the proper application by Contractor of the City funds provided hereunder; (c) the quality of the Services by Contractor; or (d) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the Services. Contractor acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding the aforesaid matters. Contractor acknowledges that the City's only responsibility under the provisions of this Contract is to pay up to the amount provided for if Contractor performs the Services in accordance with this Contract and to the City's satisfaction. The City shall not be liable to any contractors or subcontractors of Contractor for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Contractor for payment. Contractor shall include this Section 1.3 in its contracts and any subcontracts to which Contractor may be a party for performance of the Services required in this Contract.

ARTICLE II
(Funding)

2.1 The City agrees to pay to Contractor **an amount not to exceed Two Hundred Fifteen Thousand Five Hundred and 00/100 Dollars ($215,500.00)**, which amount is the maximum indebtedness of the City pursuant to Section 106.431, *Jacksonville Ordinance Code*,

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under the terms of this Contract for Levels I, II, and III administrative rates set forth in **Attachment B-1**.

2.2 The City shall pay the funds to Contractor over the period of this Contract commencing on the Effective Date and **ending on June 30, 2025** (the "**Termination Date**"), in accordance with the provisions of this Contract. Payments shall be made for the Services on a reimbursement basis as set forth in **Attachment B-2** (Conditions Precedent to City's Disbursements). The City shall not be required to advance any funds. Contractor shall expend the funds solely and exclusively for the Services and Contractor shall not expend or otherwise use any of the funds for any other purpose. The City's obligation to fund the disbursements to Contractor for the Services shall be limited to eligible expenses incurred by Contractor **on or before the Termination Date**, and the City's obligation to make disbursements to Contractor shall end sixty (60) days thereafter.

2.3 The method of payment shall be according to the Conditions Precedent to City's Disbursements as described in **Attachment B-2**. The City shall not be obligated or required to make any disbursements if Contractor is in breach of this Contract.

2.4 Any unused or residual funds remaining at the termination of this Contract or after completion of the Services, 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 Contractor, then such funds are to be due and payable to the City on the date of the termination and shall be returned by Contractor to the City no later than thirty (30) days thereafter. If Contractor 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 Contractor by the City in error) or any applicable federal, state, or local law, rule, regulation, or policy, then Contractor shall, upon receipt of notice from the City, immediately refund and return all such funds to the City without demand or further notice. Contractor 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 funds provided hereunder were improperly spent.

2.5 In addition to the provisions of Section 2.4 above, upon termination of this Contract, Contractor shall transfer to the City any funds on hand at the time of termination and any accounts receivable attributable to the use of the funds.

2.6 Contractor acknowledges and agrees that it shall expend funds solely for the Services as specified in this Contract.

ARTICLE III
(Performance Schedule)

3.1 Contractor and the City have jointly established the schedule provided in **Attachment A** as the performance schedule for the Services (the "**Performance Schedule**"). Contractor shall timely perform its obligations in the Performance Schedule. The Performance Schedule shall not be modified without the prior written consent of the City (which may be withheld in its sole discretion).

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ARTICLE IV
(Disbursements)

4.1 Provided Contractor has fully and properly performed all obligations of Contractor, the City will make disbursements (each a "**Disbursement**" and collectively, the "**Disbursements**") to Contractor for the Services, up to the maximum amount of the funds. However, in no event shall the City be obligated to make disbursements of the funds more than the verified Services costs. Nothing contained in this Contract constitutes or creates any duty on or warranty by the City regarding (a) the accuracy or reasonableness of Contractor's response to the RFP; (b) the feasibility or quality of the contracts entered into by Contractor for performance of the Services, if any; (c) the proper application by Contractor of the funds; (d) the quality of the Services; or (e) the competence or qualifications of any third party furnishing services in connection with this Contract.

4.2 If, prior to any Disbursement, for any reason, the City determines in its sole and absolute discretion that the actual cost to complete the Services exceeds the amount of the funds then not disbursed, the City may require Contractor to fund the costs of the Services without any further Disbursements from the City until the deficiency no longer exists. At the City's option, no Disbursements will be made until Contractor has fully complied with this requirement. The City shall not be liable to any contractors or subcontractors of Contractor for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Contractor for payment.

4.3 Contractor shall submit disbursement requests to the City no more frequently than monthly for work performed since the prior disbursement request. Each disbursement request shall constitute a representation by Contractor to the City that: (a) the assistance provided to recipients conforms with all applicable rules and regulation of the public authorities having jurisdiction, (b) the value of the assistance is as stated, (c) payment for the items described in the disbursement request has been made (or, at the option of the City, will be made by the City directly to the provider of the service), (d) the disbursement request is consistent with the terms of this Contract, and (e) no event of default or event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred and is continuing.

4.4 The Disbursement Request Forms are attached as **Attachments C-1 and C-2**. In each disbursement request, Contractor shall certify and describe in detail reasonably acceptable to City (a) the Services provided including the individuals served, and (b) the amount Contractor is seeking. Contractor shall attach to each Disbursement Request Form such invoices, receipts, cancelled checks (or evidence that payment has cleared Contractor's banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by Contractor and were expended on and pertain to the Services. Failure by Contractor to provide the City with the required documentation to receive payment under this Contract shall result in a denial of Contractor's disbursement request and shall constitute a material breach of this Contract.

4.5 The City shall have no obligation to make any Disbursement (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such Disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default has occurred and is continuing. Nothing contained in this Contract shall constitute or create any warranty by the City regarding the proper application by Contractor of the proceeds, and the City's disbursement of funds shall not estop the City from seeking return of unspent or misspent funds as provided elsewhere in this Contract.

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4.6 Nothing contained in this Contract, or any other document attached hereto or contemplated hereby, shall constitute or create any duty on or warranty by the City regarding (a) the accuracy or reasonableness of a Disbursement Request, (b) the proper application by Contractor of the funds, (c) the quality of the Services, or (d) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the Services. Contractor acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding these matters.

ARTICLE V
(Term and Termination)

5.1 The term of this Contract shall commence on the Effective Date and **shall expire on the Termination Date**, unless terminated sooner with or without cause, by either party giving thirty (30) days' prior written notice of the termination as provided herein. The City may renew this agreement for up to two (2) additional one (1) year terms in accordance with the RFP.

5.2 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 Contractor 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 Contractor:

(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;

(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;

(vi) if any corporate action shall be taken by Contractor for any purpose of effecting any of the foregoing; or

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(vii) 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 Contractor under any other agreement or transaction between Contractor and the City.

5.3 If the City terminates this Contract due to an event of default by Contractor, 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 Contractor of a default is not a waiver by the City of the default or of any future default of Contractor.

5.4 Termination shall be effective at the close of business on the 30th day after date of notice without the necessity of any further notice to Contractor 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, Contractor shall:

(a) Cease working under this Contract;

(b) Place no further orders or subcontracts related to the performance of the Services;

(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.

5.5 If Contractor should materially fail to comply with any term of this Contract, then the City may terminate this Contract and shall reimburse Contractor, subject to the requirements for reimbursement in this Contract, for eligible, necessary, and reasonable payments made by Contractor up to the date of the termination only.

ARTICLE VI
(Financial Reporting and Auditing)

6.1 Upon execution of this Contract, Contractor shall simultaneously provide to the City at least one (1) copy of Contractor's most recent audited financial statements. In addition, on or before one hundred twenty (120) days following the close of Contractor's fiscal year in each year during the term of this Contract, Contractor shall provide to the City at least one (1) copy of Contractor's audited financial statements for that fiscal year. If Contractor fails to timely submit any duly audited financial statements, the City may, at its sole election, suspend Disbursements until receipt of the duly audited financial statement.

6.2 During the term of this Contract, Contractor shall provide a report of the use of the funds in the delivery of the Services. This report shall be certified by a person in a senior management position with Contractor. The report shall include information on the amounts paid for all units of services. The report shall be submitted within one hundred twenty (120) days following

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the close of Contractor's fiscal year and annually thereafter during the term of this Contract and at the expiration or termination of this Contract.

6.3 Contractor shall: (a) throughout the term of this Contract and for a period of five (5) years after the expiration or termination of this Contract, maintain and retain all books, records, papers, and other documentation or evidence in its possession or the possession of any parent organization or subsidiary, pertaining to costs or expenses of delivering the Services; and (b) at all reasonable times during the term of this Contract and for a period of five (5) years after the expiration or termination of this Contract, make available to the City and permit the City to examine, inspect, copy, and have access to, those books, records, papers, and other documentation or evidence.

6.4 Contractor shall not use any portion of the funds to pay for any costs or expenses associated with the reporting requirements of this Contract, financial or otherwise.

ARTICLE VII
(Reporting)

7.1 Contractor shall provide the City with a monthly status report using the form provided in **Attachment D**, which the City may modify at any time during the term of this Contract, showing all activities, including a narrative summary of progress and a financial statement showing all expenditures appropriate to the Services. The monthly status report shall include the number of clients served by Contractor based on the program income limits provided in **Attachment E**. All expenditure of funds shall be made on a unit of service basis or as set forth in the attachments. The report shall be due on the tenth (10th) day of each month and shall continue until all information concerning the expenditure of the funds and the Services has been received by the City. This requirement survives the expiration or termination of this Contract.

7.2 Contractor's failure to submit reports or to submit complete reports is grounds for the City to withhold further payments to Contractor or for termination of this Contract.

7.3 Contractor shall provide the City with additional information regarding the Services as may be requested by the City from time to time.

ARTICLE VIII
(Insurance; Indemnification)

8.1 Contractor is an independent contractor, and not an employee, agent, partner, joint venturer, representative, or associate of the City, conducting the services required by this Contract. Contractor is solely responsible for the means, methods, techniques, sequences, and procedures used in its performance of this Contract.

8.2 Contractor shall hold harmless and indemnify the City in accordance with the terms and conditions set forth in **Attachment F**.

8.3 Without limiting its liability under this Contract and prior to commencement of any work, Contractor 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 G**.

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ARTICLE IX
(Representations and Warranties by Contractor)

9.1 Without limiting the representations, warranties, and covenants of Contractor set forth elsewhere in this Contract, as a material inducement for the City to enter into this Contract, Contractor 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) Contractor is a Florida not-for-profit corporation authorized to conduct business and is in good standing in the State of Florida. Contractor has full power and authority to execute and deliver this Contract and all documents contemplated by this Contract, and to perform its contractual obligations. Contractor's entering into this Contract will not conflict with or result in a breach of any other agreement in which Contractor is a party. The individual signing this Contract on behalf of Contractor has full power and authority to do so, and Contractor shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence that authority.

(b) Contractor 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 Contractor have been duly authorized and approved by Contractor'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 Contractor, 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 Contractor, any judgment, order, decree, writ, or injunction to which Contractor is bound, or any provision of any applicable law or regulation to which Contractor is bound.

(f) Contractor and each of its subcontractors, and other persons performing services relating to the Services 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 perform the Services. Contractor shall promptly deliver to the City, upon request, all documents reasonably requested by the City to evidence such licenses, permits, and authorizations.

(g) Contractor 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) Contractor 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, or fee to such broker, finder, or other similar third party.

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

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

(l) Contractor 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 Contractor and incurred after Contractor took ownership of the real property.

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

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

ARTICLE X
(Other Covenants)

10.1 Contractor shall complete the Services **no later than the Termination Date**. Completion of the Services shall have occurred only when Contractor shall furnish to the City a completion report or its equivalent (if available in the jurisdiction) as required to establish to the City's satisfaction that the Services have been properly completed and the funds have been fully disbursed in accordance with this Contract. The City's acceptance of the completion report shall not stop the City from seeking return of unspent or misspent funds as provided elsewhere in this Contract.

10.2 All contract services shall be performed strictly in accordance with all governing laws, statutes, ordinances, codes, regulations, and restrictions.

10.3 If Contractor defaults on this Contract, the City shall be entitled to, and Contractor shall be required to repay to the City, a sum up to the amount of the then-disbursed funds.

10.4 Contractor shall ensure the Services meet and are compliant with all governing federal, state, and local affordable housing requirements, as currently in effect and as may be amended from time to time.

10.5 During the term of this Contract, Contractor shall permit the City's Chief of the Housing and Community Development Division or other City designated personnel, to monitor compliance by Contractor with the provisions of this Contract. During the term of this Contract, during normal business hours and with prior notice to Contractor, representatives of the City shall have the right of access to Contractor's records and employees, as they relate to the Services. This paragraph is in addition to any other records maintenance and retention requirements of this Contract.

10.6 Except as otherwise expressly provided herein, Contractor has discretion and control, free from interference, interruption, or disturbance, in all matters relating to the

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management, development, and operation of the Services in compliance with the terms and conditions of this Contract and all governing federal, state, and local laws, rules, regulations, and policies (including without limitation, applicable zoning, subdivision, building, and fire codes). Contractor's discretion, control, and authority with respect to its performance of this Contract includes, without limitation, the following matters:

(a) the implementation of the Services;

(b) the negotiation and execution of contracts, agreements, and other documents with third parties, in form and substance satisfactory to Contractor; and

(c) the preparation of budgets, cost estimates, financial projections, statements, information, and reports as Contractor deems appropriate.

ARTICLE XI
(Miscellaneous)

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

11.2 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, 7TH Floor
Jacksonville, Florida 32202
Attention: Chief

To Contractor:
Jacksonville Area Legal Aid, Inc.
126 West Adams Street
Jacksonville, Florida 32202
Attention: Executive Director

11.3 TIME IS OF THE ESSENCE in the performance of the obligations created by this Contract. If performance falls on a Saturday, Sunday, or state legal holiday, the date for performance shall be the next day that is not a Saturday, Sunday, or state legal holiday. Saturdays, Sundays, and state legal holidays shall not be considered business days.

11.4 No waiver of any provision 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

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as to any default shall not constitute a waiver of the default or any other default or any related rights or remedies.

11.5 Except with respect to rights and remedies expressly declared to be exclusive in this Contract, 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.

11.6 Except as expressly provided to the contrary in this Contract, if any of the provisions of this Contract are unenforceable, the enforceability of the remaining provisions of this Contract shall not be affected, unless the unenforceable provisions contain material terms of the transaction.

11.7 The rights and obligations of the parties under the provisions of this Contract inure to the benefit of and are 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 the provisions of this Contract.

11.8 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.

11.9 As required by Section 126, Part 4, *Jacksonville Ordinance Code*, and directives from the City administration, Contractor has adopted and will maintain a policy of nondiscrimination or nonharassment 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. Contractor 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, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Contract. If any of the obligations of this Contract are to be performed by a subcontractor or third-party service provider, 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.

11.10 Contractor 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.

11.11 Unless otherwise expressly provided in this Contract, if a conflict exists between any provisions of this Contract and any exhibit attached to or referenced in this Contract, the provisions of this Contract shall govern to the extent of such conflict. The parties agree that they have had meaningful input into the terms and conditions of this Contract. Contractor acknowledges that it has had ample time to review this Contract and related documents with counsel of its choice.

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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.

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

11.13 The parties shall follow the provisions of Section 126.112, *Jacksonville Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same. No person who is an employee, agent, consultant, officer, or elected or appointed official of the City, or of any designated public agencies, or contractors or subcontractors receiving funds or who exercise or have exercised any functions or responsibilities with respect to SHIP Program activities or who are in a position to participate in a decision making process or gain inside information with regard to their activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect to the activity, or the proceeds from an agreement, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. In addition, in the procurement of labor, supplies, equipment, and services by Contractor or by any contractor, subcontractor, or other persons working on the Services, the conflict-of-interest provisions of any applicable federal, state, or local law, rule, regulation, or policy shall be adhered to by the participants.

11.14 All representations, warranties, indemnities, and other covenants by Contractor in this Contract are continuing in nature and shall survive the expiration or early termination of this Contract.

11.15 Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and policies as the same exist and as amended from time to time, including, but not limited to, Chapter 119, *Florida Statutes* (Public Records Law), specifically the provisions of Section 119.0701(b), *Florida Statutes*, and Section 286.011, *Florida Statutes* (Florida Sunshine Law). If any of the obligations of this Contract are to be performed by a subcontractor of Contractor, Contractor shall incorporate the provisions of this section into and shall become a part of the subcontract.

11.16 In accordance with Section 119.0701, *Florida Statutes*, Contractor shall: (a) keep and maintain public records required by the City to perform the Services; (b) upon request from City's custodian of public records, provide the City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, *Florida Statutes*, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to the City; and (d) upon completion of this Contract, transfer to the City at no cost all public records in possession of Contractor or keep and maintain public records required by the City to perform the Services. If Contractor transfers all public records to the City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the City's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER

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119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO CONTRACTOR'S WORK UNDER THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

11.17 Contractor has received, reviewed, understands, is familiar with, and will comply with the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Jacksonville Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Jacksonville Ordinance Code*.

11.18 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 submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of Twenty Five Thousand Dollars ($25,000.00) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

11.19 The rights and obligations of this Contract may not be assigned, in whole or part, by either party without the prior written approval of the other party.

11.20 Prompt Payment to Subcontractors and Suppliers:

(a) Nothing in this Contract shall prohibit Contractor from disputing all or any portion of a payment alleged to be due to its contractors, subcontractors, or suppliers. If a dispute arises, Contractor may withhold the disputed portion of the payment only after Contractor has provided notice to the City and to the contractor, subcontractor, or supplier whose payment is in dispute. The 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 contractor, subcontractor, or supplier within ten (10) calendar days after Contractor's receipt of payment from the City. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

(b) Contractor shall pay all contracts awarded including those to certified Jacksonville Small and Emerging Businesses ("**JSEBs**") as those entities are defined in Chapter 126, *Jacksonville Ordinance Code*, their pro-rata earnings, less any retainage, from the progress payments made by the City within seven (7) business days after Contractor's receipt of payment from the City. The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the contractor or certified JSEB at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall include with its requisition for payment, documentation that sufficiently demonstrates Contractor has made proper payments to its contractors and certified JSEBs from all prior payments Contractor has received from the City. Contractor shall not unreasonably withhold payments to its contractors or certified JSEBs if Contractor received payment. If Contractor disputes payment to its contractors or certified JSEBs, the procedures of subsection (a) above shall be followed. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the contractor or JSEB within seven (7) business days is a breach of this Contract, compensable at one percent (1%) of the outstanding invoice being

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withheld by Contractor. Continued failure to adhere to these provisions for payments to contractors, JSEBs may be cause for termination of this Contract.

(c) The prompt payment requirements imposed by this Contract do not create any contractual relationship or obligation between the City and any contractor, subcontractor, supplier, JSEB, or any third party, and the City has no liability for Contractor's failure to make timely payments. However, Contractor's failure to comply with the prompt payment requirements constitutes a material breach of its contractual obligations to the City. As a result of the breach, the City, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks, and (ii) charge Contractor a two-tenths percent (0.2%) daily late payment interest charge or other charges specified in Chapter 126, *Jacksonville Ordinance Code*, for JSEBs and Chapter 218, *Florida Statutes*, for non-JSEBs, whichever is greater.

11.21 Pursuant to Section 287.135(2), *Florida Statutes*, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Recipient is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor:

(1) Is on 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*; or

(2) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(a)4, *Florida Statutes*, the City may terminate this Contract at the City's option if the Contract is for goods or services in an amount of one million dollars or more and Contractor:

(1) Is found to have submitted a false certification under Section 287.135(5), *Florida Statutes*;

(2) Has been placed on 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*; and

(3) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(b), *Florida Statutes*, the City may terminate this Contract at the City's option if the Contract is for goods and services of any amount and Contractor:

(1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or

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(2) Is engaged in a boycott of Israel.

11.22. Contractor shall annually attend all training workshops relating to the subject matter of this Contract as reasonably required by the City.

11.23 This Contract may be executed electronically and in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

11.24 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 the parties with respect to its subject matter.

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IN WITNESS WHEREOF, the parties have executed this Contract the day and year first above written.

JACKSONVILLE AREA LEGAL AID, INC.,
a Florida not-for-profit corporation

By: _____
James A. Kowalski, Jr.
Executive Director

DATED: 18 OCT 2023

CONTRACTOR INFORMATION

Name: Jacksonville Area Legal Aid, Inc.
Contact: James A. Kowalski, Jr., Esquire
Telephone: (904) 356-8371
E-Mail: jim.kowalski@jaxlegalaid.org
Federal Tax Identification Number: 132-3030229

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

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ATTEST:

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

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

By: _____
Donna Deegan
Mayor

DATED: 11/3/23

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Encumbrance and funding information for internal City use:

Amount: **$215,500.00**

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

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

_____
Director of Finance
City Contract #: 70513-23
POA No. POA-70513-23

FORM APPROVED:

By: _____
Office of General Counsel

G:\Finance & Compliance\Legal\Contracts\OGC Final Approved\2023\2023 SHIP Contract (Resolution of Heirs Property Issues) – JALA-FINAL.doc

GC-#1594324-v2-Jacksonville_Area_Legal_Aid_Inc_(JALA)_2023_Resolutions_of_Heirs_Property_Issues_Services_Contract_(SHIP)_-_OGC_Approved.docx

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LIST OF CONTRACT ATTACHMENTS

Attachment A	Scope of Services and Deliverables, Terms and Conditions and Performance Schedule
Attachment B-1	Schedule of Administrative Rates
Attachment B-2	Conditions Precedent for Disbursements
Attachment C-1	Disbursement Request Form
Attachment C-2	Disbursement Request Form (Level II Disbursements)
Attachment D	Monthly Status Report
Attachment E	Program Income Limits
Attachment F	Indemnification
Attachment G	Insurance

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ATTACHMENT A
Scope of Services and Deliverables
Terms & Conditions
Performance Schedule

SCOPE OF SERVICES AND DELIVERABLES

City funds provided pursuant to this Contract will be used to

A. Provide probate legal assistance to eligible heirs (property owners) to clear the title so they can take advantage of property rights such as obtaining homeowner's insurance, property tax homestead exemption, and the ability to obtain repairs or rehabilitation. Services shall include, but are not limited to the following:

1. Filing the petition for probate.
2. Closing the claims period and paying claims on behalf of the homeowner.
3. Assisting with quit claim deeds.
4. Identifying and disbursing funds for tax arrears.
5. Estate planning and related services.

B. Work with legal entities to provide greater community knowledge of estate planning and the probate process.

A. Invoicing and Payment

1. Unless otherwise specified in this contract, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The City may require any other information from Contractor that it deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. The City does not pay service charges, interest or late fees unless required by law.

2. The City's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

B. Performance Schedule. Contractor and the City have jointly established the following performance schedule for the Services (the "**Performance Schedule**"). Contractor shall timely perform its obligations pursuant to the Performance Schedule. The Performance Schedule shall not be modified without the prior written consent of the City (which may be withheld in its sole discretion).

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PERFORMANCE SCHEDULE

Twelve (12) Months from the Contract Effective Date	Expenditure of **One-Half (1/2)** of the approved agency funding amount and provision of Level I-A services to **Thirty-Eight (38) clients**, Level I-B services to **Nineteen (19) clients**, an estimated (contingent on client need) **$37,750.00** in Level II assistance disbursed to clients, and Level III services to **Two (2) clients**.
Contract Term Date	Expenditure of the **total** approved agency funding amount and provision of Level I-A services to **Seventy-Five (75) clients**, Level I-B services to **Thirty-Eight (38) clients**, an estimated (contingent on client need) **$75,500.00** in Level II assistance disbursed to clients, and Level III services to **Five (5) clients**.

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SCHEDULE OF ADMINISTRATIVE RATES

1. **LEVEL I – LEGAL SERVICES (Fixed Rate per Case)**

   A. **Full Legal Representation** – Probate legal assistance to eligible heirs (property owners) to clear title.

   Level I-A – (75 clients) x ($1,600.00 per case) = total service cost: $120,000.00

   B. **Estate Planning, Deed Creation** – Draft deeds for Jacksonville residents such as enhanced life estate deeds, deeds for joint tenancy with rights of survivorship, or deeds correcting title issues for estate planning purposes.

   Level I-B – (38 clients) x ($500.00 per deed) = total service cost: $ 19,000.00

2. **LEVEL II – VARIABLE CLIENT EXPENSE** – Reimbursement and payment of expenses the client and vendor encounter through the Level I services provided. These expenses include but are not limited to the following:

   A. **Back Property Taxes**
   B. **Title Searches**
   C. **Court Costs**
   D. **Creditor Claims**
   E. **Death Certificates**
   F. **Recording Fees**
   G. **Client Transportation**

   Level II – variable direct client expenses = total estimated cost: $ 75,500.00

3. **LEVEL III – COMMUNITY OUTREACH AND EDUCATION OR ADVICE** – Provide community outreach and education or individualized legal advice to potential clients about estate planning, the probate process, and/or homeownership counseling to help identify and refer residents to legal services.

   Level III – (5 clients) x ($200.00 per client) = total service cost: $ 1,000.00

Total maximum grant reimbursement = $215,500.00

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CONDITIONS PRECEDENT TO CITY'S DISBURSEMENTS

I. METHOD OF PAYMENT

A. Reimbursement

Unless otherwise stated, all Contract funds will be released on a reimbursement basis. The Disbursement Request form set forth above may be submitted no more than monthly and Contractor may not request disbursement until such time as there is a need for reimbursement of eligible costs. 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 cash request from submission of the request to availability of a check is **approximately ten to fifteen working days.**

The City's obligation to fund Disbursements to Contractor for the Services shall be limited to expenses incurred by Contractor **on or before the Termination Date**, and the City's obligation to fund Disbursements to Contractor for the Services shall end **sixty (60) days thereafter**.

B. Required Documentation

Prior to any disbursement request, Contractor must provide reports from a digital client management software. The City shall review and approve these reports to ensure they address the reporting needs. Upon each Disbursement Request, Contractor shall provide to the City a report in the form and substance acceptable to the City, providing a detailed client roster using the format of the client management software. Each report shall be signed and certified as true, correct, and complete, as of the date thereof, by the President of Contractor and shall constitute a warranty by Contractor to the City as to the contents of the report. If requested by the City, Contractor shall use the above referenced forms with templates provided by the City for each report. The City shall be permitted to modify the form at any time during the term of this Contract. Contractor shall provide the City with additional information as needed or requested by City. If Contractor fails to timely submit any requested report, the City may, at its sole election, suspend disbursements until receipt of the duly completed and certified reports.

II. ADDITIONAL PROVISIONS

A. Requests for Disbursement. For each request for a disbursement, Contractor shall submit to the City a completed written disbursement request (each, a "**Disbursement Request**"). (*See* **Attachment C-1 and C-2**). Contractor shall attach to each Disbursement Request such invoices, receipts and other documents required by City evidencing that the costs and expenses were actually incurred and paid for by Contractor and were expended on an authorized public service activity.

B. General Disbursement Conditions. The City shall have no obligation to make any disbursement (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred or is continuing.

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Contractor shall provide a detailed summary of Services corresponding to the **Attachment B-1** and provide client and corresponding number of hours spent reviewing the client's case. Contractor shall also provide information necessary to verity income if income is at or below 140% of the Area Median Income. The report must be produced by an approved digital client management software and detail all disbursements requested on the Disbursement Request Forms (**Attachments C-1** and **C-2**).

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ATTACHMENT C-1
Disbursement Request Form

DISBURSEMENT REQUEST FORM
(Resolution of Heir's Property Issues)

Name: Jacksonville Area Legal Aid, Inc.
Address: 126 West Adams Street
Jacksonville, Florida 32202
Phone #: (904) 356-8371
Tax ID No. 59-0696291

Request No. _____
Contract No. _____

Date Submitted: _____

1.	Contract Administrative (Level I) Funds disbursed to date:	$ 0.00
2.	Contract Administrative (Level II) Funds disbursed to date:	$ 0.00
3.	Contract Administrative (Level III) Funds disbursed to date:	$ 0.00
4.	Total Amount disbursed to date (equals (#1 + #2 + #3):	$ 0.00
5.	Contract Funds available to date (Total Award minus #4):	$ 0.00
6.	Contract Funds previously requested but not yet received:	$ 0.00
7.	Contract Administrative (Level I) Funds request:	$ _____
8.	Contract Administrative (Level III) Funds request:	$ _____
9.	Total Amount of this request (equals (#7 + #8):	$ _____

For Level II Disbursements, please use Disbursement Request #2 (See Attachment C-2).

COMMENTS: _____

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

_____ Signature

_____ Date

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ATTACHMENT C-2
Disbursement Request Form
(Level II Disbursements)

DISBURSEMENT REQUEST FORM
(Level II Disbursements – Variable Client Expenses)

Name: Jacksonville Area Legal Aid, Inc.
Address: 126 West Adams Street
Jacksonville, Florida 32202
Phone #: (904) 356-8371
Tax ID No. 59-0696291

Request No. _____
Contract No. _____

Date Submitted:_____

Name of Individual(s) Receiving **Resolution of Heir's Property** Assistance: _____

_____

Address of Individual(s) Receiving **Resolution of Heir's Property** Assistance: _____

_____

For Direct Disbursement for Back Taxes Please Submit the Following:

1. Full Tax Bill Showing All Years of Taxes Owed.
2. Client Income Certification Form
3. Heir's Property Resolution summary and Client Summary. (Quiet Title Final Judgements, Court Docket Information, Client Intake Information Etc.)

Total Amount of Request for Back Taxes Owed: $_____

For Reimbursement of Client Expenses Please Submit the Following:

1. Invoice or Statement of Expense
2. Proof of Payment (Cleared Check, Credit/Debit Card Statement, Paid Receipt, Etc.)
3. Client Income Certification Form
4. Heir's Property Resolution summary and Client Summary. (Quiet Title Final Judgements, Court Docket Information, Client Intake Information Etc.)

Total Amount for Reimbursement of Client Expenses Requested: $_____

Note – Separate requests should be made for Direct Disbursement for Back Taxes and Reimbursement of Client Expenses per client.

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

_____ Signature

_____ Date

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ATTACHMENT D
Monthly Status Report

MONTHLY STATUS REPORT

To: Housing & Community Development Division
214 North Hogan Street, 7TH Floor
Jacksonville, Florida 32202

Contract No. _____
Report No. _____
Report Date. _____

Reporting Period: From _____ to _____

PROGRESS REPORT: Describe progress to-date:

2. Total Number of clients serviced during this reporting period: _____

3. Number of clients serviced based on each income level (according to the Program Income Limits chart in **Attachment E**):

	Current Month	**Year to Date**
Up to 50% of Area Median Income		
50% to 80% of Area Median Income		
80% to 120% of Area Median Income		
120% to 140% of Area Median Income		

4. Number of clients serviced based on ethnicity (*data is for statistical information purposes only*):

	Current Month	**Year to Date**
Caucasian (white)		
African American (non-Hispanic)		
Hispanic		
Asian		
Other		

5. Units of service:

Number of Units Current Month	**Number of Units Year to Date**	**Unduplicated Clients Current Month**	**Unduplicated Clients Year to Date**

I hereby certify that: 1) no client represented above has already or plans to (within our purview) benefit financially from the Services; 2) that each client represents an eligible unduplicated individual; and 3) that to the best of my knowledge the data reported herein is correct.

Signed: _____ Date: _____
Title: _____
Agency Name: **Jacksonville Area Legal Aid, Inc.**

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ATTACHMENT E
Program Income Limits
(as may be updated and amended from time to time)

FY 2023 PROGRAM INCOME LIMITS SUMMARY
MEDIAN FAMILY INCOME (MFI): $93,300.00
(as may be updated and amended from time to time)

Household Size	30% of Median	50% of Median	80% of Median	120% of Median	140% of Median
1	$18,600	$31,000	$49,600	$74,400	$86,800
2	$21,250	$35,400	$56,650	$84,960	$99,120
3	$24,860	$39,850	$63,750	$95,640	$111,580
4	$30,000	$44,250	$70,800	$106,200	$123,900
5	$35,140	$47,800	$76,500	$114,720	$133,840
6	$40,280	$51,350	$82,150	$123,240	$143,780
7	$45,420	$54,900	$87,800	$131,760	$153,720
8	$50,560	$58,450	$93,500	$140,280	$163,660

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ATTACHMENT F
Indemnification

Contractor (the "**Indemnifying Party**") shall hold harmless, indemnify, and defend the City of Jacksonville and the 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 Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's 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 provided under this Contract (the "Service(s)"), any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Contract, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its 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 Sections 725.06 or 725.08, *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, *Florida Statutes* will be modified to comply with said statutes.

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ATTACHMENT G
Insurance

Without limiting its liability under this Contract, Contractor 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 Contractor 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	
Workers' Compensation	Florida Statutory Coverage	
Employer's Liability	$100,000	Each Accident
	$500,000	Disease Policy Limit
	$100,000	Each Employee/Disease

Such insurance shall cover Contractor (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 Contract)

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).

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Professional Liability $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. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage 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.

Cyber Liability & Data Storage $1,000,000 Per Claim and Aggregate

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Multi Media Liability
- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Additional Insurance Provisions

A. Certificates of Insurance. Contractor shall deliver to the City Certificates of Insurance that show the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

B. Additional Insured. All insurance except Worker's Compensation, Professional Liability, AD&D and Crime (if required) shall be endorsed to name the City of Jacksonville and the 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, if products and completed operations is required, CG2037, Automobile Liability CA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. Contractor's Insurance Primary. The insurance provided by Contractor 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.

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F. 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 Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

G. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its 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.

H. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

I. Notice. Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then Contractor, as applicable, shall provide a thirty (30) day 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 Contractor 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 Agreement, Contractor shall present this Contract and **Attachments F and G** to its insurance agent affirming that: 1) the agent has personally reviewed the insurance requirements of the Contract, and (2) the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

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REVISED SCHEDULE OF ADMINISTRATIVE RATES

1. **Level I – LEGAL SERVICES (Fixed Rate per Case)**

   A. **Full Legal Representation –** Probate legal assistance to eligible heirs (property owners) to clear title.

Original Level I-A – (75 clients) x ($1,600 per case) = total service cost	**$120,000.00**
Requested Budget Adjustment:	**+$36,000.00**
New Budget Amount:	**$156,000.00**
Revised Rates Request Level I-A – (60 clients) x ($2,000 per case) =	**$120,000.00**

Total Level I-A Services = $276,000.00

   B. **Estate Planning, Deed Creation –** Draft deeds for Jacksonville residents such as enhanced life estate deeds, deeds for joint tenancy with rights of survivorship, or deeds correcting title issues for estate planning purposes.

Original Level I-B – (38 clients) x ($500.00 per deed) = total service cost	**$19,000.00**
Requested Budget Adjustment:	**+$13,000.00**
New Budget Amount:	**$32,000.00**
Revised Rates Request Level I-B – (24 clients) x ($800 per deed) =	**$19,000.00**

Total Level I-B Services = $51,000.00

2. **LEVEL II – VARIABLE CLIENT EXPENSE** – Reimbursement and payment of expenses the client and vendor encounter through the Level I services provided. These expenses include but are not limited to the following:

   A. **Back Property Taxes**
   B. **Title Searches**
   C. **Court Costs**
   D. **Creditor Claims**
   E. **Death Certificates**
   F. **Publication Fees**
   G. **Recording Fees**

Level II – Allocation for variable client Expense	**$75,500.00**
Requested Budget Adjustment:	**($49,000.00)**
New Budget Amount:	**$26,5,000.00**
New Amount Requested Through Amendment:	**$75,500.00**

Total Level II Services = $102,000.00

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3. **LEVEL III – COMMUNITY OUTREACH AND EDUCATION OR ADVICE** – Provide community outreach and education of individualized legal advice to potential clients about estate planning, the probate process, and/or homeownership counseling to help identify and refer residents to legal services.

Level III – (5 clients served) x ($200.00) = total service cost	**$1,000.00**
New Amount Requested Through Amendment:	**$1,000.00**

Total Level III Services = $2,000.00

ORIGINAL CONTRACT AMOUNT: $215,500.00

SECOND AMENDMENT CONTRACT AMOUNT REQUEST: $215,500.00

NEW TOTAL NOT EXCEED CONTRACT AMOUNT: $431,000.00

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A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Neighborhoods Department
Housing Community Development Division
214 N. Hogan Street, 7th Floor
Jacksonville, Florida 32202
(904) 255-8200
www.coj.net

MEMORANDUM

DATE: **April 14, 2025**

TO: **Dustin L. Freeman, Chief, Procurement Division**
Finance and Administration Department

THRU: **Travis Jeffrey**
Chief, Housing & Community Development Division

FROM: **Robert Ownby, Property Administrator**
Housing & Community Development Division

RE: **Resolution of Heir's Property Issues Services ESC-0348-23 – Additional Funding Request**

The Housing & Community Development Division is under contract with two agencies that facilitate the Resolution of Heir's Property Issues Program through Procurement Award # ESC-0348-23. At this time, we are requesting to exercise the first of two contract renewal options as stated in 5.1 of the contracts:

1. Jacksonville Area Legal Aid (JALA) – Contract Number: 70513-23
   - In addition to the contract extension, we are also requesting additional contract funding to JALA in the amount of $215,500.00 with a total not to exceed contract amount of $431,000.00. This request also includes a budget adjustment to move funds from Level II into Level I and an increase to the administrative rates to more accurately reflect the cost of conducting the program. The revised administrative rates are herein attached.
2. Local Initiatives Support Corporation (LISC) – Contract Number: 70545-23
   - Similar to JALA, we are also requesting additional contract funding to LISC in the amount of $184,500.00 with a total not to exceed contract amount of $369,000.00. This request also includes increasing the administrative rates to more accurately reflect the cost of conducting the program. The revised administrative rates are herein attached.

The Accounting Code for this funding: **11701.174106.583040.010758.00000000.00000.0000000**

I appreciate your time and consideration in your review of this request. Please let me know if you have any questions or need further documentation. I may be reached at 255-8283 or ROwnby@coj.net.

Authority: [2023-0335-E]

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JACKSONVILLE AREA
Legal Aid

126 W. Adams Street
Jacksonville, FL 32202

Phone 904-356-8371
Fax 904-356-8285
www.jaxlegalaid.org

April 9, 2025

Robert Ownby
Housing Property Administrator
City of Jacksonville/Neighborhoods Department
214 North Hogan Street, 7th floor
Jacksonville, Florida 32202

Re: Request for Renewal of Services Contract 70513-23, Resolution of Heirs' Property Issues Program

Dear Robert:

We are submitting a request to extend the contract for the Jacksonville Area Legal Aid, Inc. (JALA) Heirs' Property Resolution Program for another year, pursuant to section 5.1 of the contract, at the same total amount of $215,500. In addition to the extension, we are seeking two revisions:

(1) We would like to move $49,000 from Level II to Level I-A ($36,000) and Level II-B ($13,000). During the first two years, there has been a notable increase in the number of heirs receiving services under the contract. If this upward trend continues, there is a possibility that the funding allocated for providing Level I-A services under this contract may be depleted before its expiration. At the same time, the Level II variable direct client expenses have been below the initial projection.

(2) We would also like to increase the Level I-A and Level I-B reimbursement rates to better reflect our actual costs in providing these services. Due to changes in how probate cases are generally handled by the court, and the surfacing of more complex cases that are taking more time, more hours are typically required to reach final disposition. Based on a thorough examination of actual expenses, we are proposing the following adjustments:

- Level I-A increase to $2,000 from $1,600
  [$120,00 original allotment + $36,000 additional allotment = $156,000; $156,000/$2,000 = 78 probates]

- Level I-B increase to $800 from $500
  [$19,000 original allotment + $13,000 additional allotment = $32,000; $32,000/$800 = 40 deeds]

Thank you for your consideration.

Sincerely,

James A. Kowalski Jr.
President and CEO

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City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC 126.204 (a) New Award, Renewals, Waive Technical Defects, Price Increases, NTE Increases.

Goods and/or Services: Resolution of Heir's Property Issues Services

Requested Action and Justification:

Recommend approval to exercise the second and final renewal option with Local Initiatives Support Corporation (LISC). In addition, requesting approval to increase funding in the amount of $184,500.00 with a total not to exceed contract amount of $553,500.00. This request includes increasing the administrative rates to more accurately reflect the cost of conducting the program. The revised administrative rates are attached herein. The period of service is July 1, 2026, through June 30, 2027.

To be executed by formal contract through the Office of General Counsel.

Supplier:	Local Initiatives Support Corp.	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	06/16/2023

POA #:	70545-23	**PO #:**	671402-24	**Change Order #:**	0
Solicitation #:	RFP-NONCON ESC-0348 23	**Contract #:**	70545-23	**Contract ADM #:**	2
Term:	1 year	**Options:**	2, one-year	**Options Used:**	1

Federally Funded:	No	**JSEB Rec:**	Encouragement
Licenses Verified:	Yes	**JSEB %:**	0
Bonds Required:	No	**Bonds Waived Pursuant To:**	N/A

Fund:	11701	**Center:**	174106	**Acct:**	531090	**Proj:**	010904	**Activity:**	00000000	$ 184,500.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 553,500.00	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	ERCD:HOUSING AND COMMUNITY DEVELOPMENT		
Concurrence:	Signed by: Jeffrey Davis 1431B9601B7240F...	**Title:**	CHIEF OF HOUSING AND COMMUNITY DEVELOPMENT 5/19/2026
Concurrence:		**Title:**	
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Procurement Analyst/Buyer:	Signed by: Simpson, Sandy 309A0368E9B74A5...	**Chief of Procurement:**	Signed by: Robert Warembourg, for Dustin Freeman 5/21/2026 4812CA1D431247A...
Name:	Simpson, Sandy	**Name:**	Dustin L. Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:		**Action:**	
Members who disapprove:		**Signature:**	
Date:		**Date:**	

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PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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ATTACHMENT B-1
Revised Schedule of Administrative Rates

SCHEDULE OF ADMINISTRATIVE RATES

1. **Level I – LEGAL SERVICES (Fixed Rate per Case)**

   A. **Full Legal Representation –** Probate legal assistance to eligible heirs (property owners) to clear title.

Original Level I-A – (60 clients) x ($1,600) = total service cost $96,000.00

Current Rates Level I-A – (48 clients) x ($2,000 per case) = $96,000.00

Additional Funds Request - Lvl I-A – (48 clients) x ($2,000 per case) =$96,000.00

Total Level I-A Services = $288,000.00

   B. **Estate Planning, Deed Creation –** Draft deeds for Jacksonville residents such as enhanced life estate deeds, deeds for joint tenancy with rights of survivorship, or deeds correcting title issues for estate planning purposes; draft wills for clients.

Original Level I-B – (76 clients) x ($500) = total service cost $38,000.00

Current Rates Level I-B – (48 clients) x ($800 per case) = $38,000.00

Additional Funds Request – Lvl I-B – (48 clients) x ($800 per case) = $38,000.00

Total Level I-B Services = $114,000.00

2. **LEVEL II – VARIABLE CLIENT EXPENSE** – Reimbursement and payment of expenses the client and vendor encounter through the Level I services provided. These expenses include but are not limited to the following:

   A. **Back Property Taxes**
   B. **Title Searches**
   C. **Court Costs**
   D. **Creditor Claims**
   E. **Death Certificates**
   F. **Publication Fees**
   G. **Recording Fees**

Original Level II – Allocation for variable client Expense $23,300.00

Amount Requested Through 1st Amendment: $23,300.00

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Amount Requested Through this 2nd Amendment: $23,300.00

Total Level II Services = $69,900.00

3. **LEVEL III – COMMUNITY OUTREACH AND LEGAL REFERRALS** – work with legal entities and community-based organizations to provide greater community knowledge about estate planning and the probate process, and homeownership counseling to help identify and refer residents to legal services.

Original Level III – (136 clients served) x ($200) = total service cost $27,200.00

Current Rates Level III – (91 clients) x ($300 per case) = $27,200.00

Additional Funds Request Lvl III – (91 clients) x ($300 per case) = $27,200.00

Total Level III Services = $81,600.00

ORIGINAL CONTRACT AMOUNT: $184,500.00

FIRST AMENDMENT CONTRACT AMOUNT REQUEST: $184,500.00

SECOND AMENDMENET (LAST) CONTRACT AMOUNT REQUEST: $184,500.00

NEW TOTAL NOT EXCEED CONTRACT AMOUNT: $553,500.00

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FIRST AMENDMENT TO SERVICES CONTRACT
(Resolution of Heir's Property Issues Services)

THIS FIRST AMENDMENT TO SERVICES CONTRACT (this "**First Amendment**") dated July 17, 2025 ("**Effective Date**"), is by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "**City**"), and **LOCAL INITIATIVES SUPPORT CORPORATION**, a New York not-for-profit corporation authorized to do business in the State of Florida ("**Contractor**").

RECITALS

WHEREAS, the City is a participating jurisdiction of the State Housing Partnership Program (the "**SHIP Program**") established by the State of Florida, and pursuant to Ordinance 2022-363-E, the City appropriated a portion of the SHIP Program funds received from the State of Florida to procure the professional services of various entities to provide services for resolution of heir's property issues to eligible households in Duval County, Florida, as set forth in the City's Local Housing Assistance Plan; and

WHEREAS, the City issued Request for Proposal No. ESC-0348-23 (the "**RFP**") for services relating to the resolution of heir's property issues (the "Services"), as more particularly described in the RFP, and based upon Contractor's response to the RFP the City and Contractor entered into City Contract #70545-23 dated as of November 20, 2023 (the "**Contract**"), for the Services; and

WHEREAS, the City and Contractor desire to amend the Contract to: 1) increase the Contract amount by $184,500.00 to a new not to exceed amount of $369,000.00; 2) to extend the Contract pursuant to the City's exercise of its first of two renewal options to extend the period of service through June 30, 2026; and 3) revise the Schedule of Administrative Rates; and

WHEREAS, the City's Jacksonville Procurement Award Committee ("**JPAC**") and the Mayor authorized this first renewal option and increase of the expenditure amount pursuant to JPAC Award dated May 8, 2025.

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

1. Recitals. The above-stated recitals are accurate, true, and correct and by this reference are incorporated herein and are made a part hereof.

2. Capitalized Terms. All capitalized terms used but not defined herein shall have the meanings given them in the Contract.

3. Amendment to Section 2.1. Section 2.1 of the Contract is hereby amended to increase the Contract amount by $184,500.00 to a new not-to-exceed amount of $369,000.00, and as amended, shall read as follows:

> 2.1. The City agrees to pay to Contractor an amount not to exceed **Three Hundred Sixty-Nine Thousand and 00/100 Dollars ($369,000.00)**, which amount is the maximum indebtedness of the City pursuant to Section 106.431, *Jacksonville Ordinance Code*, under the terms of this Contract for Levels I, II, and III administrative rates as described in **Attachment B-1**.

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4. Amendment to Section 2.2. Section 2.2 of the Contract is hereby amended to revise the period of services from the Effective Date (as defined in the Contract) through June 30, 2026, and as amended, shall read as follows:

> 2.2 The City shall pay the funds to Contractor over the period of this Contract commencing on the Effective Date and **ending June 30, 2026** (the "**Termination Date**"), in accordance with the provisions of this Contract. Payments shall be made for the Services on a reimbursement basis as set forth in **Attachment B-2** (Conditions Precedent to City's Disbursements). The City shall not be required to advance any funds. Contractor shall expend the funds solely and exclusively for the Services and Contractor shall not expend or otherwise use any of the funds for any other purpose. The City's obligation to fund the disbursements to Contractor for the Services shall be limited to eligible expenses incurred by Contractor **on or before the Termination Date**, and the City's obligation to make disbursements to Contractor shall end sixty (60) days thereafter.

5. Amendment to Section 5.1. Section 5.1 of the Contract is hereby amended to reflect that there is one renewal option remaining, and as amended, shall read as follows:

> 5.1 The term of this Contract shall commence on the Effective Date and shall expire on the Termination Date, unless terminated sooner with or without cause, by either party giving thirty (30) days' prior written notice of the termination as provided herein. The City may renew this agreement for one additional one-year term in accordance with the RFP.

6. Amendment to Attachment B-1. The Schedule of Administrative Rates attached as **Attachment B-1** to the Contract is hereby deleted in its entirety and replaced with the **Revised Attachment B-1** entitled Revised Schedule of Administrative Rates attached hereto. All references in the Contract to **Attachment B-1** shall mean and refer to the **Revised Attachment B-1** attached hereto.

7. Authority. Contractor represents and warrants to the City that Contractor has full right and authority to execute and perform its obligations under the Contract, as amended by this First Amendment, and Contractor and the person executing this First Amendment on Contractor's behalf represent and warrant to the City that such person is duly authorized to execute this First Amendment on Contractor's behalf without further consent or approval by anyone. Contractor shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence such authority.

8. Ratification of Contract. All other terms of the Contract, except those expressly amended in this First Amendment, shall remain unchanged and in full force and effect; and the Contract, as amended herein, is hereby ratified and confirmed by the parties and is in full force and effect as of the date of this First Amendment.

9. Entire Agreement. This First Amendment is the entire agreement of the parties regarding the modifications to the Contract provided herein and supersedes all prior agreements and understandings regarding such subject matter and may be modified only by a writing executed by the party against whom the modification is sought to be enforced and shall bind and benefit the parties and their respective successors, legal representatives, and assigns.

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10. Counterparts. This First Amendment may be executed in counterparts and electronic copies, the counterparts and copies of which, when taken together, shall constitute one entire and original First Amendment. Delivery of a counterpart by electronic means such as pdf shall be valid for all purposes.

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

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IN WITNESS WHEREOF, the parties hereto duly execute this First Amendment as of the day and year first written above.

LOCAL INITIATIVES SUPPORT CORPORATION, a New York not-for-profit corporation

By: Celayne G. Hill

Print Name: Celayne G. Hill

Title: Senior VP, Deputy General Counsel

Dated: June 18, 2025

CONTRACTOR INFORMATION

Name: Local Initiatives Support Corporation
Contact: John Sapora
Telephone: (904) 353-1300
E-Mail: JSapora@LISC.org
Federal Tax Identification Number: 13-3030229

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

ATTEST:

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

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

By: _____
Donna Deegan, Mayor

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Encumbrance and funding information for internal City use:

Account or PO Number: 671402-24

Amount: **$369,000.00**

1Cloud Account for Certification of Funds	Amount

This above stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

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

_____
Director of Finance
Contract # **70545-23**, **Amendment #1**

FORM APPROVED:

By: _____
Office of General Counsel

GC-#1692506-v1-Local_Initiatives_Support_Corporation_(LISC)_70545-23_Resolution_of_Heirs_Property_Issues_Amend_1

G:\Finance & Compliance\Legal\Contracts\Amendments\OGC Final Approved\2025\Amend #1 to Heirs Property Issues Services Contract #70545-23 - LISC.docx

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

REVISED SCHEDULE OF ADMINISTRATIVE RATES

1. **Level I – LEGAL SERVICES (Fixed Rate per Case)**

   A. **Full Legal Representation** – Probate legal assistance to eligible heirs (property owners) to clear title.

Level I-A – (60 clients) x ($1,600.00) = total service cost **$96,000.00**

Revised Rates Request Level I-A – (48 clients) x ($2,000 per case) = $96,000.00

Total Level I-A Services = $192,000.00

   B. **Estate Planning, Deed Creation** – Draft deeds for Jacksonville residents such as enhanced life estate deeds, deeds for joint tenancy with rights of survivorship, or deeds correcting title issues for estate planning purposes; draft wills for clients.

Level I-B – (76 clients) x ($500.00) = total service cost **$38,000.00**

Revised Rates Request Level I-B – (48 clients) x ($800.00 per case) = $38,000.00

Total Level I-A Services = $76,000.00

2. **LEVEL II – VARIABLE CLIENT EXPENSE** – Reimbursement and payment of expenses the client and vendor encounter through the Level I services provided. These expenses include but are not limited to the following:

   A. **Back Property Taxes**
   B. **Title Searches**
   C. **Court Costs**
   D. **Creditor Claims**
   E. **Death Certificates**
   F. **Publication Fees**
   G. **Recording Fees**

Level II – Allocation for Variable Client Expense **$23,300.00**

New Amount Requested Through Amendment: **$23,300.00**

Total Level II Services = $46,600.00

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REVISED ATTACHMENT B-1
Revised Schedule of Administrative Rates
[Continued]

3. **LEVEL III – COMMUNITY OUTREACH AND LEGAL REFERRALS** – work with legal entities and community-based organizations to provide greater community knowledge about estate planning and the probate process, and homeownership counseling to help identify and refer residents to legal services.

   Level III – (136 clients served) x ($200.00) = total service cost $27,200.00

   Revised Rates Request Level III – (91 clients) x ($300.00 per case) = $27,200.00

ORIGINAL CONTRACT AMOUNT: $184,500.00

FIRST AMENDMENT CONTRACT AMOUNT REQUEST: $184,500.00

NEW TOTAL NOT EXCEED CONTRACT AMOUNT: $369,000.00

Contract Purchase Agreement Release 671402-24

Purchase Order	**671402-24**
Order Date	**24-JAN-2024**
Change Order	**0**
Change Order Date	**24-JAN-2024**
Revision	**0**
Ordered	**184,500.00 USD**
Requisition Number	**NBCD-500358-24**
Solicitation Number	**ESC-0348-23**
All packing slips, invoices, and correspondence must reference the purchase order number	

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202

Supplier
Local Initiatives Support Corporation
501 Seventh Avenue
7th Floor
MANHATTAN, NY 10018

Bill To
City of Jacksonville
117 West Duval Street, Suite 375
JACKSONVILLE, FL 32202

Ship To
Ed Ball
214 North Hogan Street
JACKSONVILLE, FL 32202 US

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20714	**Net 30**	**Freight Prepaid**	**FOB Destination**	**Best Way**

Buyer		Deliver To Contact
Carmella Spitler Email: **CSpitler@coj.net**		**Edward Mendoza** E-mail: **EMendoza@coj.net**

Attachments

Type	File Name or URL	Title	Description
File	Services Contract #70545-23 (Resolution of Heir's Property Issues) - LISC.pdf	Services Contract #70545-23 (R	

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	SHIP - Services Contract #70545-23 Resolution of Heir's Property Issues - LISC 11701.174106.582001.010543.00000000.00000.0000000 **Supplier Item** Legal Services	184,500.00				

This line references Document (Contract Purchase Agreement) POA-70545-23.

Ship To
Ed Ball
214 North Hogan Street
JACKSONVILLE, FL 32202

Promised

Requested
1/22/24

184,500.00

Contract Purchase Agreement Release 671402-24

Line	Item	Price	Quantity	UOM	Ordered	Taxable

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total	**184,500.00**
Total	**184,500.00**

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no. 59-89-0120K. Florida State sales and use tax exemption no. 85-8012621607C-8 All original invoices shall be submitted to: COJ1CloudInvoices@coj.net Email Subject: inv_300000008806179	Approved by Dustin L. Freeman, Chief of Procurement Division

Contract Purchase Agreement Release 671402-24

GENERAL CONDITIONS

1. RESERVATIONS: The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby. All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted. Buyer reserves the right to terminate the Contract or Purchase Oder at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services provided to the date of termination.

2. TAXES: The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

3. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

4. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

5. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City".

6. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

7. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

8. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract 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.. Contractor 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, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

9. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

10. LICENSES REQUIREMENT: By acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

11. ELECTRONIC PAYMENTS: Vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

12. CONTRACTOR REPRESENTATION: If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;
b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
c. Has been placed on 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; or
d. Has been engaged in business operations in Cuba or Syria.

13. PUBLIC RECORDS: In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

a. Keep and maintain public records required by City to perform the services; and
b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and
d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS: Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier 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 CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

a. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to 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 CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.
b. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

15. PUBLIC ENTITY CRIME INFORMATION: 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 perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

16. AUDIT PROVISION: A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

17. W-9 REQUIREMENT: It is the vendor's responsibility to ensure that the City has a current W-9 on file.

18. INDEMNIFICATION: The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

a. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

19. INSURANCE: Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

20. DELIVERY: A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

21. PICK UP AND RETURNS: The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

22. INVOICING: Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms shall be Net 45 days, unless otherwise agreed upon between buyer and supplier. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net Email Subject: inv_300000008806179

23. REPORTING: The City may request, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

24. SUPPLIER ACCESSIBILITY: The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

25. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that the City in awarding contracts to vendors may not:

a. Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and,
b. Give preference to a vendor based on the vendor's social, political, or ideological interests.

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SERVICES CONTRACT
(Resolution of Heir's Property Issues Services)

THIS SERVICES CONTRACT (this "**Contract**") is made and entered into in triplicate as of this 20th day of NOVEMBER, 2023, but shall be effective as of July 1, 2023 (the "**Effective Date**"), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "**City**"), and **LOCAL INITIATIVES SUPPORT CORPORATION**, a New York not-for-profit corporation authorized to do business in the State of Florida ("**Contractor**").

RECITALS:

WHEREAS, the City is a participating jurisdiction in the State Housing Partnership Program (the "**SHIP Program**") established by the State of Florida and, pursuant to **Ordinance 2022-363-E**, the City has appropriated a portion of the SHIP Program funds received from the State to procure the professional services of various entities to provide services for resolution of heir's property issues to eligible households in Duval County, Florida as set forth in the City's Local Housing Assistance Plan; and

WHEREAS, the City issued a Request for Proposal No. **ESC-0348-23** (the "**RFP**") for services relating to the resolution of heir's property issues (the "**Services**") as more fully described in the RFP; and

WHEREAS, based on Contractor's response to the RFP, the City's Competitive Sealed Proposal Evaluation Committee and Mayor authorized the award of a contract to Contractor on June 16, 2023.

NOW, THEREFORE, in consideration of the mutual promises and covenants of 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.

0.3 This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

(a) This document, as modified by any subsequent signed amendments

(b) Any amendments to the RFP

(c) Specific Information Regarding the RFP (Section 1 of the RFP)

(d) Description and Services (Section 4 of the RFP)

(e) General Instructions (Section 2 of the RFP)

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(f) General Terms and Conditions of Agreement (Section 3 of the RFP)

(g) Contractor's response to the RFP, provided that any terms in the response that are prohibited under, or conflict with, the RFP shall not be included in this Contract.

ARTICLE I
(Scope of Services/Supervision)

1.1 Contractor shall perform the Services more particularly described in **Attachment A** attached hereto in accordance with the terms and conditions of this Contract and under the general coordination of the City's Neighborhoods Department, Housing and Community Development Division. If any services, functions, or responsibilities not specifically set forth in this Contract are necessary for the proper performance of the Services, then they are deemed implied by and included within the Services.

1.2 In addition to the requirements, limitations, and restrictions set forth elsewhere in this Contract, Contractor shall use the funds in a manner consistent with all applicable 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 the funds, the terms of which are incorporated into this Contract by reference. Contractor 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 subcontractor of Contractor, Contractor shall incorporate the provisions of this Section 1.2 into the subcontract. Additionally, Contractor represents and warrants to the City that Contractor 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*.

1.3 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 Contractor's schedule of administrative rates, attached hereto as **Attachment B-1**, or Contractor's budget; (b) the proper application by Contractor of the City funds provided hereunder; (c) the quality of the Services by Contractor; or (d) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the Services. Contractor acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding the aforesaid matters. Contractor acknowledges that the City's only responsibility under the provisions of this Contract is to pay up to the amount provided for if Contractor performs the Services in accordance with this Contract and to the City's satisfaction. The City shall not be liable to any contractors or subcontractors of Contractor for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Contractor for payment. Contractor shall include this Section 1.3 in its contracts and any subcontracts to which Contractor may be a party for performance of the Services required in this Contract.

ARTICLE II
(Funding)

2.1 The City agrees to pay to Contractor **an amount not to exceed One Hundred Eighty-Four Thousand Five Hundred and 00/100 Dollars ($184,500.00)**, which amount is the

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maximum indebtedness of the City pursuant to Section 106.431, *Jacksonville Ordinance Code*, under the terms of this Contract for Levels I, II, and III administrative rates set forth in **Attachment B-1**.

2.2 The City shall pay the funds to Contractor over the period of this Contract commencing on the Effective Date and **ending on June 30, 2025** (the "**Termination Date**"), in accordance with the provisions of this Contract. Payments shall be made for the Services on a reimbursement basis as set forth in **Attachment B-2** (Conditions Precedent to City's Disbursements). The City shall not be required to advance any funds. Contractor shall expend the funds solely and exclusively for the Services and Contractor shall not expend or otherwise use any of the funds for any other purpose. The City's obligation to fund the disbursements to Contractor for the Services shall be limited to eligible expenses incurred by Contractor **on or before the Termination Date**, and the City's obligation to make disbursements to Contractor shall end sixty (60) days thereafter.

2.3 The method of payment shall be according to the Conditions Precedent to City's Disbursements as described in **Attachment B-2**. The City shall not be obligated or required to make any disbursements if Contractor is in breach of this Contract.

2.4 Any unused or residual funds remaining at the termination of this Contract or after completion of the Services, 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 Contractor, then such funds are to be due and payable to the City on the date of the termination and shall be returned by Contractor to the City no later than thirty (30) days thereafter. If Contractor 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 Contractor by the City in error) or any applicable federal, state, or local law, rule, regulation, or policy, then Contractor shall, upon receipt of notice from the City, immediately refund and return all such funds to the City without demand or further notice. Contractor 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 funds provided hereunder were improperly spent.

2.5 In addition to the provisions of Section 2.4 above, upon termination of this Contract, Contractor shall transfer to the City any funds on hand at the time of termination and any accounts receivable attributable to the use of the funds.

2.6 Contractor acknowledges and agrees that it shall expend funds solely for the Services as specified in this Contract.

ARTICLE III
(Performance Schedule)

3.1 Contractor and the City have jointly established the schedule provided in **Attachment A** as the performance schedule for the Services (the "**Performance Schedule**"). Contractor shall timely perform its obligations in the Performance Schedule. The Performance Schedule shall not be modified without the prior written consent of the City (which may be withheld in its sole discretion).

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ARTICLE IV
(Disbursements)

4.1 Provided Contractor has fully and properly performed all obligations of Contractor, the City will make disbursements (each a "**Disbursement**" and collectively, the "**Disbursements**") to Contractor for the Services, up to the maximum amount of the funds. However, in no event shall the City be obligated to make disbursements of the funds more than the verified Services costs. Nothing contained in this Contract constitutes or creates any duty on or warranty by the City regarding (a) the accuracy or reasonableness of Contractor's response to the RFP; (b) the feasibility or quality of the contracts entered into by Contractor for performance of the Services, if any; (c) the proper application by Contractor of the funds; (d) the quality of the Services; or (e) the competence or qualifications of any third party furnishing services in connection with this Contract.

4.2 If, prior to any Disbursement, for any reason, the City determines in its sole and absolute discretion that the actual cost to complete the Services exceeds the amount of the funds then not disbursed, the City may require Contractor to fund the costs of the Services without any further Disbursements from the City until the deficiency no longer exists. At the City's option, no Disbursements will be made until Contractor has fully complied with this requirement. The City shall not be liable to any contractors or subcontractors of Contractor for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Contractor for payment.

4.3 Contractor shall submit disbursement requests to the City no more frequently than monthly for work performed since the prior disbursement request. Each disbursement request shall constitute a representation by Contractor to the City that: (a) the assistance provided to recipients conforms with all applicable rules and regulation of the public authorities having jurisdiction, (b) the value of the assistance is as stated, (c) payment for the items described in the disbursement request has been made (or, at the option of the City, will be made by the City directly to the provider of the service), (d) the disbursement request is consistent with the terms of this Contract, and (e) no event of default or event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred and is continuing.

4.4 The Disbursement Request Forms are attached as **Attachments C-1 and C-2**. In each disbursement request, Contractor shall certify and describe in detail reasonably acceptable to City (a) the Services provided including the individuals served, and (b) the amount Contractor is seeking. Contractor shall attach to each Disbursement Request Form such invoices, receipts, cancelled checks (or evidence that payment has cleared Contractor's banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by Contractor and were expended on and pertain to the Services. Failure by Contractor to provide the City with the required documentation to receive payment under this Contract shall result in a denial of Contractor's disbursement request and shall constitute a material breach of this Contract.

4.5 The City shall have no obligation to make any Disbursement (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such Disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default has occurred and is continuing. Nothing contained in this Contract shall constitute or create any warranty by the City regarding the proper application by Contractor of the proceeds, and the City's disbursement of funds shall not estop the City from seeking return of unspent or misspent funds as provided elsewhere in this Contract.

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4.6 Nothing contained in this Contract, or any other document attached hereto or contemplated hereby, shall constitute or create any duty on or warranty by the City regarding (a) the accuracy or reasonableness of a Disbursement Request, (b) the proper application by Contractor of the funds, (c) the quality of the Services, or (d) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the Services. Contractor acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding these matters.

ARTICLE V
(Term and Termination)

5.1 The term of this Contract shall commence on the Effective Date and **shall expire on the Termination Date**, unless terminated sooner with or without cause, by either party giving thirty (30) days' prior written notice of the termination as provided herein. The City may renew this agreement for up to two (2) additional one (1) year terms in accordance with the RFP.

5.2 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 Contractor 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 Contractor:

(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;

(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;

(vi) if any corporate action shall be taken by Contractor for any purpose of effecting any of the foregoing; or

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(vii) 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 Contractor under any other agreement or transaction between Contractor and the City.

5.3 If the City terminates this Contract due to an event of default by Contractor, 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 Contractor of a default is not a waiver by the City of the default or of any future default of Contractor.

5.4 Termination shall be effective at the close of business on the 30th day after date of notice without the necessity of any further notice to Contractor 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, Contractor shall:

(a) Cease working under this Contract;

(b) Place no further orders or subcontracts related to the performance of the Services;

(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.

5.5 If Contractor should materially fail to comply with any term of this Contract, then the City may terminate this Contract and shall reimburse Contractor, subject to the requirements for reimbursement in this Contract, for eligible, necessary, and reasonable payments made by Contractor up to the date of the termination only.

ARTICLE VI
(Financial Reporting and Auditing)

6.1 Upon execution of this Contract, Contractor shall simultaneously provide to the City at least one (1) copy of Contractor's most recent audited financial statements. In addition, on or before one hundred eighty (180) days following the close of Contractor's fiscal year in each year during the term of this Contract, Contractor shall provide to the City at least one (1) copy of Contractor's audited financial statements for that fiscal year. If Contractor fails to timely submit any duly audited financial statements, the City may, at its sole election, suspend Disbursements until receipt of the duly audited financial statement.

6.2 During the term of this Contract, Contractor shall provide a report of the use of the funds in the delivery of the Services. This report shall be certified by a person in a senior

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management position with Contractor. The report shall include information on the amounts paid for all units of services. The report shall be submitted within one hundred twenty (120) days following the close of Contractor's fiscal year and annually thereafter during the term of this Contract and at the expiration or termination of this Contract.

6.3 Contractor shall: (a) throughout the term of this Contract and for a period of five (5) years after the expiration or termination of this Contract, maintain and retain all books, records, papers, and other documentation or evidence in its possession or the possession of any parent organization or subsidiary, pertaining to costs or expenses of delivering the Services; and (b) at all reasonable times during the term of this Contract and for a period of five (5) years after the expiration or termination of this Contract, make available to the City and permit the City to examine, inspect, copy, and have access to, those books, records, papers, and other documentation or evidence.

6.4 Contractor shall not use any portion of the funds to pay for any costs or expenses associated with the reporting requirements of this Contract, financial or otherwise.

ARTICLE VII
(Reporting)

7.1 Contractor shall provide the City with a monthly status report using the form provided in **Attachment D**, which the City may modify at any time during the term of this Contract, showing all activities, including a narrative summary of progress and a financial statement showing all expenditures appropriate to the Services. The monthly status report shall include the number of clients served by Contractor based on the program income limits provided in **Attachment E**. All expenditure of funds shall be made on a unit of service basis or as set forth in the attachments. The report shall be due on the thirtieth (30TH) day of each succeeding month and shall continue until all information concerning the expenditure of the funds and the Services has been received by the City. This requirement survives the expiration or termination of this Contract.

7.2 Contractor's failure to submit reports or to submit complete reports is grounds for the City to withhold further payments to Contractor or for termination of this Contract.

7.3 Contractor shall provide the City with additional information regarding the Services as may be requested by the City from time to time.

ARTICLE VIII
(Insurance; Indemnification)

8.1 Contractor is an independent contractor, and not an employee, agent, partner, joint venturer, representative, or associate of the City, conducting the services required by this Contract. Contractor is solely responsible for the means, methods, techniques, sequences, and procedures used in its performance of this Contract.

8.2 Contractor shall hold harmless and indemnify the City in accordance with the terms and conditions set forth in **Attachment F**.

8.3 Without limiting its liability under this Contract and prior to commencement of any work, Contractor 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 G**.

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ARTICLE IX
(Representations and Warranties by Contractor)

9.1 Without limiting the representations, warranties, and covenants of Contractor set forth elsewhere in this Contract, as a material inducement for the City to enter into this Contract, Contractor 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) Contractor is a New York not-for-profit corporation authorized to conduct business and is in good standing in the State of Florida. Contractor has full power and authority to execute and deliver this Contract and all documents contemplated by this Contract, and to perform its contractual obligations. Contractor's entering into this Contract will not conflict with or result in a breach of any other agreement in which Contractor is a party. The individual signing this Contract on behalf of Contractor has full power and authority to do so, and Contractor shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence that authority.

(b) Contractor 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 Contractor have been duly authorized and approved by Contractor'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 Contractor, 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 Contractor, any judgment, order, decree, writ, or injunction to which Contractor is bound, or any provision of any applicable law or regulation to which Contractor is bound.

(f) Contractor and each of its subcontractors, and other persons performing services relating to the Services 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 perform the Services. Contractor shall promptly deliver to the City, upon request, all documents reasonably requested by the City to evidence such licenses, permits, and authorizations.

(g) Contractor 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) Contractor 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, or fee to such broker, finder, or other similar third party.

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

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

(l) Contractor 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 Contractor and incurred after Contractor took ownership of the real property.

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

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

ARTICLE X
(Other Covenants)

10.1 Contractor shall complete the Services **no later than the Termination Date**. Completion of the Services shall have occurred only when Contractor shall furnish to the City a completion report or its equivalent (if available in the jurisdiction) as required to establish to the City's satisfaction that the Services have been properly completed and the funds have been fully disbursed in accordance with this Contract. The City's acceptance of the completion report shall not stop the City from seeking return of unspent or misspent funds as provided elsewhere in this Contract.

10.2 All contract services shall be performed strictly in accordance with all governing laws, statutes, ordinances, codes, regulations, and restrictions.

10.3 If Contractor defaults on this Contract, the City shall be entitled to, and Contractor shall be required to repay to the City, a sum up to the amount of the then-disbursed funds.

10.4 Contractor shall ensure the Services meet and are compliant with all governing federal, state, and local affordable housing requirements, as currently in effect and as may be amended from time to time.

10.5 During the term of this Contract, Contractor shall permit the City's Chief of the Housing and Community Development Division or other City designated personnel, to monitor compliance by Contractor with the provisions of this Contract. During the term of this Contract, during normal business hours and with prior notice to Contractor, representatives of the City shall have the right of access to Contractor's records and employees, as they relate to the Services. This paragraph is in addition to any other records maintenance and retention requirements of this Contract.

10.6 Except as otherwise expressly provided herein, Contractor has discretion and control, free from interference, interruption, or disturbance, in all matters relating to the

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management, development, and operation of the Services in compliance with the terms and conditions of this Contract and all governing federal, state, and local laws, rules, regulations, and policies (including without limitation, applicable zoning, subdivision, building, and fire codes). Contractor's discretion, control, and authority with respect to its performance of this Contract includes, without limitation, the following matters:

(a) the implementation of the Services;

(b) the negotiation and execution of contracts, agreements, and other documents with third parties, in form and substance satisfactory to Contractor; and

(c) the preparation of budgets, cost estimates, financial projections, statements, information, and reports as Contractor deems appropriate.

ARTICLE XI
(Miscellaneous)

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

11.2 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, 7TH Floor
Jacksonville, Florida 32202
Attention: Chief

To Contractor:
Local Initiatives Support Corporation
c/o LISC Jacksonville
100 Laura Street, Suite 600
Jacksonville, Florida 32202
Attention: Executive Director

11.3 TIME IS OF THE ESSENCE in the performance of the obligations created by this Contract. If performance falls on a Saturday, Sunday, or state legal holiday, the date for performance shall be the next day that is not a Saturday, Sunday, or state legal holiday. Saturdays, Sundays, and state legal holidays shall not be considered business days.

11.4 No waiver of any provision 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

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as to any default shall not constitute a waiver of the default or any other default or any related rights or remedies.

11.5 Except with respect to rights and remedies expressly declared to be exclusive in this Contract, 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.

11.6 Except as expressly provided to the contrary in this Contract, if any of the provisions of this Contract are unenforceable, the enforceability of the remaining provisions of this Contract shall not be affected, unless the unenforceable provisions contain material terms of the transaction.

11.7 The rights and obligations of the parties under the provisions of this Contract inure to the benefit of and are 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 the provisions of this Contract.

11.8 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.

11.9 As required by Section 126, Part 4, *Jacksonville Ordinance Code*, and directives from the City administration, Contractor has adopted and will maintain a policy of nondiscrimination or nonharassment 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. Contractor 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, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Contract. If any of the obligations of this Contract are to be performed by a subcontractor or third-party service provider, 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.

11.10 Contractor 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.

11.11 Unless otherwise expressly provided in this Contract, if a conflict exists between any provisions of this Contract and any exhibit attached to or referenced in this Contract, the provisions of this Contract shall govern to the extent of such conflict. The parties agree that they have had meaningful input into the terms and conditions of this Contract. Contractor acknowledges that it has had ample time to review this Contract and related documents with counsel of its choice.

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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.

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

11.13 The parties shall follow the provisions of Section 126.112, *Jacksonville Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same. No person who is an employee, agent, consultant, officer, or elected or appointed official of the City, or of any designated public agencies, or contractors or subcontractors receiving funds or who exercise or have exercised any functions or responsibilities with respect to SHIP Program activities or who are in a position to participate in a decision making process or gain inside information with regard to their activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect to the activity, or the proceeds from an agreement, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. In addition, in the procurement of labor, supplies, equipment, and services by Contractor or by any contractor, subcontractor, or other persons working on the Services, the conflict-of-interest provisions of any applicable federal, state, or local law, rule, regulation, or policy shall be adhered to by the participants.

11.14 All representations, warranties, indemnities, and other covenants by Contractor in this Contract are continuing in nature and shall survive the expiration or early termination of this Contract.

11.15 Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and policies as the same exist and as amended from time to time, including, but not limited to, Chapter 119, *Florida Statutes* (Public Records Law), specifically the provisions of Section 119.0701(b), *Florida Statutes*, and Section 286.011, *Florida Statutes* (Florida Sunshine Law). If any of the obligations of this Contract are to be performed by a subcontractor of Contractor, Contractor shall incorporate the provisions of this section into and shall become a part of the subcontract.

11.16 In accordance with Section 119.0701, *Florida Statutes*, Contractor shall: (a) keep and maintain public records required by the City to perform the Services; (b) upon request from City's custodian of public records, provide the City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, *Florida Statutes*, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to the City; and (d) upon completion of this Contract, transfer to the City at no cost all public records in possession of Contractor or keep and maintain public records required by the City to perform the Services. If Contractor transfers all public records to the City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the City's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER

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119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO CONTRACTOR'S WORK UNDER THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

11.17 Contractor has received, reviewed, understands, is familiar with, and will comply with the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Jacksonville Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Jacksonville Ordinance Code*.

11.18 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 submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of Twenty Five Thousand Dollars ($25,000.00) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

11.19 The rights and obligations of this Contract may not be assigned, in whole or part, by either party without the prior written approval of the other party.

11.20 Prompt Payment to Subcontractors and Suppliers:

(a) Nothing in this Contract shall prohibit Contractor from disputing all or any portion of a payment alleged to be due to its contractors, subcontractors, or suppliers. If a dispute arises, Contractor may withhold the disputed portion of the payment only after Contractor has provided notice to the City and to the contractor, subcontractor, or supplier whose payment is in dispute. The 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 contractor, subcontractor, or supplier within ten (10) calendar days after Contractor's receipt of payment from the City. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

(b) Contractor shall pay all contracts awarded including those to certified Jacksonville Small and Emerging Businesses ("**JSEBs**") as those entities are defined in Chapter 126, *Jacksonville Ordinance Code*, their pro-rata earnings, less any retainage, from the progress payments made by the City within seven (7) business days after Contractor's receipt of payment from the City. The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the contractor or certified JSEB at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall include with its requisition for payment, documentation that sufficiently demonstrates Contractor has made proper payments to its contractors and certified JSEBs from all prior payments Contractor has received from the City. Contractor shall not unreasonably withhold payments to its contractors or certified JSEBs if Contractor received payment. If Contractor disputes payment to its contractors or certified JSEBs, the procedures of subsection (a) above shall be followed. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the contractor or JSEB within seven (7) business days is a breach of this Contract, compensable at one percent (1%) of the outstanding invoice being

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withheld by Contractor. Continued failure to adhere to these provisions for payments to contractors, JSEBs may be cause for termination of this Contract.

(c) The prompt payment requirements imposed by this Contract do not create any contractual relationship or obligation between the City and any contractor, subcontractor, supplier, JSEB, or any third party, and the City has no liability for Contractor's failure to make timely payments. However, Contractor's failure to comply with the prompt payment requirements constitutes a material breach of its contractual obligations to the City. As a result of the breach, the City, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks, and (ii) charge Contractor a two-tenths percent (0.2%) daily late payment interest charge or other charges specified in Chapter 126, *Jacksonville Ordinance Code*, for JSEBs and Chapter 218, *Florida Statutes*, for non-JSEBs, whichever is greater.

11.21 Pursuant to Section 287.135 (2), *Florida Statutes*, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Recipient is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor:

(1) Is on 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*; or

(2) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(a)4, *Florida Statutes*, the City may terminate this Contract at the City's option if the Contract is for goods or services in an amount of one million dollars or more and Contractor:

(1) Is found to have submitted a false certification under Section 287.135(5), *Florida Statutes*;

(2) Has been placed on 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*; and

(3) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(b), *Florida Statutes*, the City may terminate this Contract at the City's option if the Contract is for goods and services of any amount and Contractor:

(1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or

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(2) Is engaged in a boycott of Israel.

11.22. Contractor shall annually attend all training workshops relating to the subject matter of this Contract as reasonably required by the City.

11.23 This Contract may be executed electronically and in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

11.24 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 the parties with respect to its subject matter.

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IN WITNESS WHEREOF, the parties have executed this Contract the day and year first above written.

LOCAL INITIATIVES SUPPORT CORPORATION,
a New York not-for-profit corporation

By: Celayne G. Hill

Print Name: Celayne G. Hill

Title: Senior VP and Deputy General Counsel

DATED: November 20, 2023

CONTRACTOR INFORMATION

Name: Local Initiatives Support Corporation
Contact: John Sapora
Telephone: (904) 353-1300
E-Mail: JSapora@LISC.org
Federal Tax Identification Number: 13-3030229

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

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ATTEST:

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

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

By: _____
Donna Deegan
Mayor

DATED: 12/18/2023

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Encumbrance and funding information for internal City use:

Amount: **$184,500.00**

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

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

_____
Director of Finance
City Contract #: 70545-23
Purchase Order No. POA 70545-23

FORM APPROVED:

By: _____
Office of General Counsel

G:\Finance & Compliance\Legal\Contracts\OGC Final Approved\2023\2023 SHIP Heirs Property Issues Contract – Local Initiatives Support Corp-FINAL.doc

GC-#1594339-v2-Local_Initiatives_Support_Corp_(LISC)_2023_Resolutions_of_Heirs_Property_Issues_Services_Contract_(SHIP)_-_OGC_Approved.docx

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

LIST OF CONTRACT ATTACHMENTS

Attachment A	Scope of Services and Deliverables, Terms and Conditions and Performance Schedule
Attachment B-1	Schedule of Administrative Rates
Attachment B-2	Conditions Precedent for Disbursements
Attachment C-1	Disbursement Request Form
Attachment C-2	Disbursement Request Form (Level II Disbursements)
Attachment D	Monthly Status Report
Attachment E	Program Income Limits
Attachment F	Indemnification
Attachment G	Insurance

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ATTACHMENT A
Scope of Services and Deliverables
Terms & Conditions
Performance Schedule

SCOPE OF SERVICES AND DELIVERABLES

City funds provided pursuant to this Contract will be used to

A. Provide probate legal assistance to eligible heirs (property owners) to clear the title so they can take advantage of property rights such as obtaining homeowner's insurance, property tax homestead exemption, and the ability to obtain repairs or rehabilitation. Services shall include, but are not limited to the following:

1. Filing the petition for probate.
2. Closing the claims period and paying claims on behalf of the homeowner.
3. Assisting with quit claim deeds.
4. Identifying and disbursing funds for tax arrears.
5. Estate planning and related services.

B. Work with legal entities to provide greater community knowledge of estate planning and the probate process.

A. Invoicing and Payment

1. Unless otherwise specified in this contract, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The City may require any other information from Contractor that it deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. The City does not pay service charges, interest or late fees unless required by law.

2. The City's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

B. Performance Schedule. Contractor and the City have jointly established the following performance schedule for the Services (the "**Performance Schedule**"). Contractor shall timely perform its obligations pursuant to the Performance Schedule. The Performance Schedule shall not be modified without the prior written consent of the City (which may be withheld in its sole discretion).

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PERFORMANCE SCHEDULE

Twelve (12) Months from the Contract Effective Date	Expenditure of **One-Half (1/2)** of the approved funding amount and provision of Level I-A services to **Thirty (30) clients**, Level I-B services to **Thirty-Eight (38) clients**, an estimated (depending on client need) **$11,650.00** expended in Level II, and an estimated **$13,600.00** expended in Level III based on the number of Level I and II clients served.
Contract Term Date	Expenditure of the **total** approved funding amount and provision of Level I-A services to **Sixty (60) clients**, Level I-B services to **Seventy-Six (76) clients**, an estimated (depending on client need) **$23,300.00** expended in Level II, and an estimated **$27,200.00** expended in Level III based on the number of Level I and II clients served.

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SCHEDULE OF ADMINISTRATIVE RATES

1. **LEVEL I – LEGAL SERVICES (Fixed Rate per Case)**

   A. Full Legal Representation – Probate legal assistance to eligible heirs (property owners) to clear title.

   Level I-A – (60 clients) x ($1,600.00) = total service cost: $ 96,000.00

   B. Estate Planning, Deed Creation – Draft deeds for Jacksonville residents such as enhanced life estate deeds, deeds for joint tenancy with rights of survivorship, or deeds correcting title issues for estate planning purposes; draft wills for clients.

   Level I-B – (76 clients) x ($500.00) = total service cost: $ 38,000.00

2. **LEVEL II – VARIABLE CLIENT EXPENSE** – Reimbursement and payment of expenses the client and vendor encounter through the Level I services provided. These expenses include but are not limited to the following:

   A. **Back Property Taxes**
   B. **Title Searches**
   C. **Court Costs**
   D. **Creditor Claims**
   E. **Death Certificates**
   F. **Publication Fees**
   G. **Recording Fees**

   Level II – Allocation for Variable Client Expense: $ 23,300.00

3. **LEVEL III – COMMUNITY OUTREACH AND LEGAL REFERRALS** – work with legal entities and community-based organizations to provide greater community knowledge about estate planning and the probate process, and homeownership counseling to help identify and refer residents to legal services.
   Level III – (136 clients served) x ($200.00) = total service cost: $ 27,200.00

Total maximum grant reimbursement = $184,500.00

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CONDITIONS PRECEDENT TO CITY'S DISBURSEMENTS

I. METHOD OF PAYMENT

A. Reimbursement

Unless otherwise stated, all Contract funds will be released on a reimbursement basis. The Disbursement Request form set forth above may be submitted no more than monthly and Contractor may not request disbursement until such time as there is a need for reimbursement of eligible costs. 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 cash request from submission of the request to availability of a check is **approximately ten to fifteen working days.**

The City's obligation to fund Disbursements to Contractor for the Services shall be limited to expenses incurred by Contractor **on or before the Termination Date**, and the City's obligation to fund Disbursements to Contractor for the Services shall end **sixty (60) days thereafter**.

B. Required Documentation

Prior to any disbursement request, Contractor must provide reports from a digital client management software. The City shall review and approve these reports to ensure they address the reporting needs. Upon each Disbursement Request, Contractor shall provide to the City a report in the form and substance acceptable to the City, providing a detailed client roster using the format of the client management software. Each report shall be signed and certified as true, correct, and complete, as of the date thereof, by the President of Contractor and shall constitute a warranty by Contractor to the City as to the contents of the report. If requested by the City, Contractor shall use the above referenced forms with templates provided by the City for each report. The City shall be permitted to modify the form at any time during the term of this Contract. Contractor shall provide the City with additional information as needed or requested by City. If Contractor fails to timely submit any requested report, the City may, at its sole election, suspend disbursements until receipt of the duly completed and certified reports.

II. ADDITIONAL PROVISIONS

A. Requests for Disbursement. For each request for a disbursement, Contractor shall submit to the City a completed written disbursement request (each, a "**Disbursement Request**"). (See **Attachments C-1 and C-2**). Contractor shall attach to each Disbursement Request such invoices, receipts and other documents required by City evidencing that the costs and expenses were actually incurred and paid for by Contractor and were expended on an authorized public service activity.

B. General Disbursement Conditions. The City shall have no obligation to make any disbursement (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred or is continuing.

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Contractor shall provide a detailed summary of Services corresponding to the **Attachment B-1** and provide client and corresponding number of hours spent reviewing the client's case. Contractor shall also provide information necessary to verity income if income is at or below 140% of the Area Median Income. The report must be produced by an approved digital client management software and detail all disbursements requested on the Disbursement Request Forms (**Attachments C-1** and **C-2**).

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ATTACHMENT C-1
Disbursement Request Form

DISBURSEMENT REQUEST FORM
(Resolution of Heir's Property Issues)

Name:	Local Initiatives Support Corporation	Request No. _____
Address:	100 N. Laura Street, Ste 600 Jacksonville, Florida 32202	Contract No. _____
Phone #:	(904) 351-0007	Date Submitted:_____
Tax ID No.	13-3030229	

1.	Contract Administrative (Level I) Funds disbursed to date:	$ 0.00
2.	Contract Administrative (Level II) Funds disbursed to date:	$ 0.00
3.	Contract Administrative (Level III) Funds disbursed to date:	$ 0.00
4.	Total Amount disbursed to date (equals (#1 + #2 + #3):	$ 0.00
5.	Contract Funds available to date (Total Award minus #4):	$ 0.00
6.	Contract Funds previously requested but not yet received:	$ 0.00
7.	Contract Administrative (Level I) Funds request:	$_____
8.	Contract Administrative (Level III) Funds request:	$_____
9.	Total Amount of this request (equals (#7 + #8):	$_____

For Level II Disbursements, please use Disbursement Request #2 (See Attachment C-2).

COMMENTS:_____

_____

_____

_____

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

_____ _____
Signature Date

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

ATTACHMENT C-2
Disbursement Request Form
(Level II Disbursements)

DISBURSEMENT REQUEST FORM
(Level II Disbursements – Variable Client Expenses)

Name:	Local Initiatives Support Corporation	Request No. _____
Address:	100 N. Laura Street, Ste 600 Jacksonville, Florida 32202	Contract No. _____
Phone #:	(904) 351-0007	Date Submitted:_____
Tax ID No.	13-3030229	

Name of Individual(s) Receiving **Resolution of Heir's Property** Assistance: _____

_____

Address of Individual(s) Receiving **Resolution of Heir's Property** Assistance: _____

_____

For Direct Disbursement for Back Taxes Please Submit the Following:

1. Full Tax Bill Showing All Years of Taxes Owed.
2. Client Income Certification Form
3. Heir's Property Resolution summary and Client Summary. (Quiet Title Final Judgements, Court Docket Information, Client Intake Information Etc.)

Total Amount of Request for Back Taxes Owed: $_____

For Reimbursement of Client Expenses Please Submit the Following:

1. Invoice or Statement of Expense
2. Proof of Payment (Cleared Check, Credit/Debit Card Statement, Paid Receipt, Etc.)
3. Client Income Certification Form
4. Heir's Property Resolution summary and Client Summary. (Quiet Title Final Judgements, Court Docket Information, Client Intake Information Etc.)

Total Amount for Reimbursement of Client Expenses Requested: $_____

Note – Separate requests should be made for Direct Disbursement for Back Taxes and Reimbursement of Client Expenses per client.

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

_____ _____
Signature Date

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

ATTACHMENT D
Monthly Status Report

MONTHLY STATUS REPORT

To: Housing & Community Development Division
214 North Hogan Street, 7TH Floor
Jacksonville, Florida 32202

Contract No. _____
Report No. _____
Report Date. _____

Reporting Period: From _____ to _____

PROGRESS REPORT: Describe progress to-date:

2. Total Number of clients serviced during this reporting period: _____

3. Number of clients serviced based on each income level (according to the Program Income Limits chart in **Attachment E**):

	Current Month	**Year to Date**
Up to 50% of Area Median Income		
50% to 80% of Area Median Income		
80% to 120% of Area Median Income		
120% to 140% of Area Median Income		

4. Number of clients serviced based on ethnicity (*data is for statistical information purposes only*):

	Current Month	**Year to Date**
Caucasian (white)		
African American (non-Hispanic)		
Hispanic		
Asian		
Other		

5. Units of service:

Number of Units Current Month	**Number of Units Year to Date**	**Unduplicated Clients Current Month**	**Unduplicated Clients Year to Date**

I hereby certify that: 1) no client represented above has already or plans to (within our purview) benefit financially from the Services; 2) that each client represents an eligible unduplicated individual; and 3) that to the best of my knowledge the data reported herein is correct.

Signed: _____ Date: _____
Title: _____
Agency Name: **Local Initiatives Support Corporation**

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

ATTACHMENT E
Program Income Limits
(as may be updated and amended from time to time)

FY 2023 PROGRAM INCOME LIMITS SUMMARY

MEDIAN FAMILY INCOME (MFI): $93,300.00

(as may be updated and amended from time to time)

Household Size	30% of Median	50% of Median	80% of Median	120% of Median	140% of Median
1	$18,600	$31,000	$49,600	$74,400	$86,800
2	$21,250	$35,400	$56,650	$84,960	$99,120
3	$24,860	$39,850	$63,750	$95,640	$111,580
4	$30,000	$44,250	$70,800	$106,200	$123,900
5	$35,140	$47,800	$76,500	$114,720	$133,840
6	$40,280	$51,350	$82,150	$123,240	$143,780
7	$45,420	$54,900	$87,800	$131,760	$153,720
8	$50,560	$58,450	$93,500	$140,280	$163,660

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

ATTACHMENT F
Indemnification

Contractor (the "**Indemnifying Party**") shall hold harmless, indemnify, and defend the City of Jacksonville and the 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 Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's 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 provided under this Contract (the "Service(s)"), any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Contract, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its 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 Sections 725.06 or 725.08, *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, *Florida Statutes* will be modified to comply with said statutes.

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ATTACHMENT G
Insurance

Without limiting its liability under this Contract, Contractor 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 Contractor 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	
Workers' Compensation	Florida Statutory Coverage	
Employer's Liability	$100,000	Each Accident
	$500,000	Disease Policy Limit
	$100,000	Each Employee/Disease

Such insurance shall cover Contractor (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 Contract)

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).

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Professional Liability $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. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage 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.

Cyber Liability & Data Storage $1,000,000 Per Claim and Aggregate

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Multi Media Liability
- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Additional Insurance Provisions

A. Certificates of Insurance. Contractor shall deliver to the City Certificates of Insurance that show the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

B. Additional Insured. All insurance except Worker's Compensation, Professional Liability, AD&D and Crime (if required) shall be endorsed to name the City of Jacksonville and the 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, if products and completed operations is required, CG2037, Automobile Liability CA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. Contractor's Insurance Primary. The insurance provided by Contractor 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.

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F. 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 Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

G. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its 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.

H. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

I. Notice. Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then Contractor, as applicable, shall provide a thirty (30) day 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 Contractor 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 Agreement, Contractor shall present this Contract and **Attachments F and G** to its insurance agent affirming that: 1) the agent has personally reviewed the insurance requirements of the Contract, and (2) the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

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SUBJECT: RESOLUTION OF HEIR'S PROPERTY ISSUES

BID #: ESC-0348-23 **OPEN DATE:** 5/3/2023

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: EVALUATED BID – TWO (2) YEARS FROM DATE OF CONTRACT EXECUTION

AGENCY: HOUSING & COMMUNITY DEVELOPMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: (6) **NUMBER RECEIVED:** (2) **OTHER:** (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Subject RFP was awarded on 6/1/23 to Jacksonville Area Legal Aid, Inc. as the highest-ranking firm. Due to the firm's requested not-to-exceed expenditure amount of $215,500.00, the City will have a balance of $184,500.00 from the $400,000.00 grant.

Recommend approval to award a secondary contract to the only other responding firm, Local Initiatives Support Corporation.

Total not-to-exceed expenditure amount for Jacksonville Area Legal Aid, Inc. will be $215,500.00. Total not-to-exceed expenditure amount for Local Initiatives Support Corporation will be $184,500.00. Total not-to-exceed award amount will be $400,000.00. Period of service will be two (2) years from the date of the executed contract.

Funding for this award will be encumbered from account 11701.174106.582001.010543.00000000.00000.0000000, executed by formal contracts through the Office of General Counsel, and processed via Purchase Orders.

ATTACHMENTS: Recommendation Memo, Previous Award, Section 2.6

ANALYST: _____ DAVID KLAGES

RESPECTFULLY SUBMITTED: _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: TRAVIS JEFFREY, INTERIM CHIEF, HOUSING & COMMUNITY DEVELOPMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 6/15/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 6/16/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

Contract Purchase Agreement POA-70545-23

Agreement	POA-70545-23
Agreement Date	21-JUN-2023
Revision	0
Agreement Amount	184,500.00 USD
Solicitation Number	ESC-0348-23

Sold To
City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier
Local Initiatives Support Corporation
501 Seventh Avenue
7th Floor
MANHATTAN, NY 10018

Notes In accordance with ESC-0348-23 Resolution of Heir's Property Issues.

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20714	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	**End Date**		**Confirm To**	
TBD	TBD		David Klages dklages@coj.net	

DRAFT

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Neighborhoods Department
Housing Community Development Division
214 N. Hogan Street, 7th Floor
Jacksonville, Florida 32202
(904) 255-8200
www.coj.net

MEMORANDUM

DATE: **May 13, 2026**

TO: **Dustin L. Freeman, Chief, Procurement Division**
Finance and Administration Department

THRU: **Travis Jeffrey**
Chief, Housing & Community Development Division

FROM: **Robert Ownby, Property Administrator**
Housing & Community Development Division

RE: **Resolution of Heir's Property Issues Services ESC-0348-23 – Additional Funding Request**

The Housing & Community Development Division is under contract with Local Initiatives Support Corporation (LISC) to facilitate the Resolution of Heir's Property Issues Program through Procurement Award # ESC-0348-23. At this time, we are requesting to exercise the last contract renewal option as stated in 5.1 of the Contract Number: 70545-23. We are also requesting additional contract funding to LISC in the amount of $184,500.00 with a total not to exceed contract amount of $553,500.00.

The Accounting Code for this funding: **11701.174106.583040.010758.00000000.00000.0000000**

I appreciate your time and consideration in your review of this request. Please let me know if you have any questions or need further documentation. I may be reached at 255-8283 or ROwnby@coj.net.

Authority: [2023-0335-E]

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

SUBJECT: RESOLUTION OF HEIR'S PROPERTY ISSUES

BID #: ESC-0348-23 **OPEN DATE:** 5/3/2023

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: EVALUATED BID – TWO (2) YEARS FROM DATE OF CONTRACT EXECUTION

AGENCY: HOUSING & COMMUNITY DEVELOPMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: (6) **NUMBER RECEIVED:** (2) **OTHER:** (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Subject RFP was awarded on 6/1/23 to Jacksonville Area Legal Aid, Inc. as the highest-ranking firm. Due to the firm's requested not-to-exceed expenditure amount of $215,500.00, the City will have a balance of $184,500.00 from the $400,000.00 grant.

Recommend approval to award a secondary contract to the only other responding firm, Local Initiatives Support Corporation.

Total not-to-exceed expenditure amount for Jacksonville Area Legal Aid, Inc. will be $215,500.00. Total not-to-exceed expenditure amount for Local Initiatives Support Corporation will be $184,500.00. Total not-to-exceed award amount will be $400,000.00. Period of service will be two (2) years from the date of the executed contract.

Funding for this award will be encumbered from account 11701.174106.582001.010543.00000000.00000.0000000, executed by formal contracts through the Office of General Counsel, and processed via Purchase Orders.

ATTACHMENTS: Recommendation Memo, Previous Award, Section 2.6

ANALYST: _____ DAVID KLAGES

RESPECTFULLY SUBMITTED: _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: TRAVIS JEFFREY, INTERIM CHIEF, HOUSING & COMMUNITY DEVELOPMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 6/15/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 6/16/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

City of Jacksonville, Florida

Lenny Curry, Mayor

Neighborhoods Department
Neighborhood Property Administration
214 N. Hogan St. 7th FL
Jacksonville, FL 32202
(904) 255-8200

ONE CITY ONE JACKSONVILLE

MEMORANDUM

June 6, 2023

TO: Dustin Freeman, Chief of Procurement
Finance and Administration Department

FROM: Travis Jeffrey
Interim Chief, Housing & Community Development Division

SUBJECT: **Recommendation for ESC-0348-23 Resolution of Heir's Property Issues**

In accordance with Section 126.204(a)(1) of the Municipal Code, The Housing & Community Development Division (HCDD) was approved to utilize the Competitive Sealed Proposal Process. This process was used to formally solicit bids to acquire the services of Heirs Property Resolution Service Providers. The Procurement Division received two (2) proposals on May 3, 2023 which were evaluated by the Housing & Community Development Division.

The proposals were evaluated in accordance with the Heirs Property Resolution Request for Proposals (RFP) as documented on the attached scoring sheets. Based on the average score, the results of the evaluation are as follows:

Heirs Property Service Providers	Average Scores
Jacksonville Area Legal Aide	96.67
Local Initiative Support Corp.	85.00

In accordance with Section 2.6 of the RFP, the HCDD requesting to award both responders with a contract. The Award is recommended as follows through funding:

Line Item/Account Titles	Fund	Center	Account	Project*	Activity	Interfund	Future
Florida Housing Finance Corp.	11701	174106	582001	010543	00000000	00000	0000000

Jacksonville Area Legal Aide - Recommend approval to award in the amount not to exceed $215,500.00

Local Initiative Support Corp. - Recommend approval to award in the amount not to exceed $184,500.00

Please do not hesitate to contact me at 255-8227 or TJeffrey@coj.net if you have any questions.

CC: David Klages, Purchase Analyst – Procurement Division

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

2) Three (3) paper ("hard") copies of the entire Response. Copies must be exact duplicates of the original.

3) One (1) digital scanned copy (in .PDF format) of the entire Response on a flash drive. The scanned copy must be **one complete file**, not a series of files, and be an exact duplicate of the original.

4) One (1) REDACTED scanned copy of the Response (**if necessary**, pursuant to Section 2.12). This copy should be marked "Confidential - Trade Secret" or something comparable to alert the reader of Contractor's claim of a public records exemption.

All copies are to be placed in a sealed package. The outside must be marked with (i) the RFP title and number, and (ii) Contractor's name, address, contact person, and telephone number.

It is the sole responsibility of each Contractor to assure all copies are EXACT duplicates of the original Response. Photocopies or CD copies will be used for the purpose of evaluating the Responses. Any information contained in the original Response which has not been transferred to the CDs or photocopies will NOT be considered. The original document will be used solely for official record keeping and auditing purposes.

2.5 Evaluation of Responses.

A. Buyer will determine the qualifications, interest and availability of Contractors by reviewing all Responses and, when deemed necessary in the sole discretion of Buyer, by conducting formal interviews of selected Contractors.

B. Before making an award, Buyer reserves the right to seek clarifications, revisions, and information it deems necessary for the proper evaluation of Responses. Failure to provide any requested clarifications, revisions or information may result in rejection of the Response.

C. Buyer reserves the right to accept or reject any and all Responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if Buyer determines that doing so will serve Buyer's best interests. Buyer may reject any Response not submitted in the manner specified by the RFP.

2.6 Award of Contract.

A. The process for contract award is set forth in Jacksonville Ordinance Code Sections 126.204. Generally, Buyer will award the Contract to the responsible and responsive proposer whose Response is determined in writing to be the most advantageous to the City of Jacksonville, based solely on the relative importance assigned to price and of the criteria set forth in Attachment B. The award may be contingent on the outcome of direct negotiations under Section 126.201(d)(4) and 126.201(n), *Ordinance Code*. If an agreement cannot be reached with the highest ranked Contractor, Buyer reserves the right to make an award to the next highest ranked Contractor or subsequent Contractor(s) until an agreement is reached.

B. Buyer may make an award within sixty (60) days after the date the Responses are due, during which period the Responses shall remain firm and shall not be withdrawn. Any Response that expresses a shorter duration may, in Buyer's sole discretion, be accepted or rejected. If award is not made within sixty (60) days, the Response shall remain firm until either the Contract is awarded or Buyer receives from Contractor written notice that the Response is withdrawn. [Note: Withdrawal of a Response may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the date and time

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Responses are due. Buyer will not accept an amended Response after the date and time Responses are due.]

C. Except as may otherwise be expressly set forth in the RFP, Buyer intends to award one contract, but reserves the right to enter into a contract with multiple Contractors or to reject all Responses.

D. Based on the evaluation results, Buyer shall electronically post a notice of intended award at Buyer's website. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Any person who is adversely affected by the decision shall file with Buyer a notice of protest in accordance with the Protest provisions of the RFP. Buyer does not intend to provide tabulations or notices of award by telephone.

2.7 **Terms of Agreement**. After award to the successful Contractor, Buyer and Contractor will promptly enter into a written agreement (the "Contract") incorporating the terms of the RFP, the successful Response, and other terms and conditions as may be agreed to between the parties. To the extent the Response contains exceptions to or modifications of the RFP, such exceptions or modifications are stricken unless Buyer affirmatively accepts the exceptions or modifications in the Contract. The Contract will be substantially in the form set forth in an attachment to the RFP. Buyer will not be obligated to pay Contractor for the RFP services until the Contract is signed by both parties. Buyer retains the right to reject all bids and/or amend its notice of award at any time prior to the full execution of the Contract.

If the successful Contractor fails to perform the Services as agreed, Buyer reserves the right to (i) issue a new solicitation for the Services; (ii) reopen the RFP for the purpose of awarding a second contract to another Contractor in accordance with the criteria and processes set forth herein; and/or (iii) take such other actions permitted by law.

2.8 **Public Meetings and Special Accommodations**. Any meetings of the RFP evaluation committee (i.e., the Competitive Sealed Proposal Evaluation Committee), shall be noticed on Buyer's website and shall comply with Florida's Open Meetings Laws. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Persons requiring a special accommodation because of a disability should contact the Contact Person identified in Section 1 at least forty-eight (48) hours prior to the meeting.

2.9 **Ex-Parte Communications**. Communications regarding the RFP by a potential vendor, service provider, bidder, lobbyist or consultant to City employees, staff, or hired consultants are prohibited. This prohibition includes communications with the Buyer's Office of General Counsel unless the Contact Person has authorized those communications in advance. Violations may result in the rejection/disqualification of a Response.

These prohibitions on ex-parte communications do not apply to the following:

- communications regarding the RFP to the Chief of the Procurement Division or the Contact Person, provided the communication is limited strictly to matters of process or procedure already contained in the RFP.
- communications with the City employee responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures.
- communications at any pre-bid conferences.
- communications with the Office of Inspector General and his/her staff regarding any perceived inefficiency, misconduct or abuse by City employees.

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

SUBJECT: RESOLUTION OF HEIR'S PROPERTY ISSUES

BID #: ESC-0348-23 **OPEN DATE:** 5/3/2023

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: EVALUATED BID – TWO (2) YEARS FROM DATE OF CONTRACT EXECUTION

AGENCY: HOUSING & COMMUNITY DEVELOPMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: (6) **NUMBER RECEIVED:** (2) **OTHER:** (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
The Evaluation Committee has completed their review and requests approval of award to the highest-ranked firm, Jacksonville Area Legal Aid, Inc., as indicated below. The firms are listed in alphabetical order. The ranking of first and second designates the order of qualification

Supplier	Total Points Average	Rank
Jacksonville Area Legal Aid, Inc.	96.67	1
Local Initiatives Support Corporation	85.00	2

Funding for this award will be encumbered from account 11701.174106.582001.010543.00000000.00000.0000000, executed by formal contract through the Office of General Counsel, and processed via Purchase Order(s).

ATTACHMENTS: Recommendation Memo, Evaluation Matrix, Responsiveness Review, Sections 1.3 and 2.6

ANALYST: _____ DAVID KLAGES

RESPECTFULLY SUBMITTED: _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: TRAVIS JEFFREY, INTERIM CHIEF, HOUSING & COMMUNITY DEVELOPMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 6/1/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 6/1/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2015-02

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC Award Request: Renewals, Extensions, and Unit Price Increases

Goods and/or Services: Resolution of Heirs Property Issues

Requested Action and Justification:

Request approval to utilize the first of two renewal options with the suppliers listed below. Period of service will be from June 30, 2025 through July 1, 2026. Total revised estimated annual expenditure is$400,000.00 to include administrative rate increases per the attached memo and supplier letters. Total expenditure not to exceed $800,000.00.

- Jacksonville Area Legal Aid (JALA) – POA-70513-23 - $215,500.00, not to exceed $431,000.00
- Local Initiatives Support Corporation (LISC) – POA-70545-23 - $184,500.00, not to exceed $369,000.00

This award will be executed by the Office of General Counsel

Supplier:	Multiple	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	05/03/2023

POA #:	Multiple	**PO #:**	Multiple	**Change Order #:**	N/A
Solicitation #:	RFP-NONCON ESC-0348 23	**Contract #:**	Multiple	**Contract Amd #:**	1
Term:	1 year	**Options:**	2, one-year	**Options Used:**	0

Federally Funded:	No	**JSEB Rec:**	Encouragement	**Bonds Waived Pursuant To:**	N/A
Licenses Verified:	No	**JSEB %:**	0		

Fund:	11701	**Center:**	174106	**Acct:**	583040	**Proj:**	010758	**Activity:**	00000000	$ 400,000
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 800,000	**Contingent Amt:**	$ 0	**DMP/ODPO Amt:**	$ NA

Using Agency/BU:	ERCD:HOUSING_AND_COMMUNITY_DEVELOPMENT		
Concurrence:	Signed by: Ownby, Robert EF016778A78F431...	**Title:**	HOUSING PROPERTY ADMINISTRATOR 5/2/2025
Concurrence:		**Title:**	
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Initial OR

Procurement Analyst/Buyer:	Signed by: Simpson, Sandy 7D8517A4A77F44E...	**Chief of Procurement:**	DocuSigned by: B19F1D517352458... 5/6/2025
Name:	Simpson, Sandy	**Name:**	Dustin L. Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:	3	**Action:**	Approved
Members who disapprove:	0	**Signature:**	DocuSigned by: Karen Bowling 1C34E121556248 1...
Date:	5/8/2025	**Date:**	5/8/2025

DS

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

LISC
JACKSONVILLE

City of Jacksonville
Housing and Community Development Division
214 North Hogan Street, 7th Floor
Jacksonville, FL 32202
Attn: Travis Jeffrey, Chief

March 25, 2025

Re: Contract No. 70545-23 Resolution of Heirs' Property Issues – Request for Renewal (revised)

Dear Travis:

As we near the June 30 end of the initial two-year grant term, this is our formal request pursuant to Section 5.1 to renew the above-referenced Contract for at least another year, revised based on comments to our initial proposal. Our legal partner will continue to be Three Rivers Legal Services. We have learned a lot this initial term, and LISC proposes the following renewal modifications for your consideration:

Contract Award

$184,500 SHIP funds award to LISC for the same heirs' property related purposes, for a one-year term July 1, 2025 - June 30, 2026.

Schedule of Administrative Rates

- $60,000 - Level I-A full representation ($2,000/case = 30 cases completed) Currently $1,600/case for 60 clients.
- $64,000 - Level I-B estate planning/deeds ($800/case = 80 cases completed) Currently $500/case for 76 clients.
- $24,500 Level II – Variable Client Expense. Current allocation is $23,300.
- $36,000 – Level III – Community Outreach and Legal Referrals ($300/referral = 120 referrals) 19.5% for LISC rather than 15% in current contract.

These rate increases reflect closer to the actual cost of legal and community services, with a bit more emphasis on estate planning prevention cases than probate resolution cases. LISC and its partners will continue to pay property taxes in strategic ways so that legal services can continue without risk of home loss and/or increased expense due to unpaid property taxes for residents unable to afford the taxes.

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

Reimbursement for Filing Probate Litigation Cases

In follow-up to discussions with Robert Ownby, consider allowing 50% ($1,000) reimbursement when legal services files a Level I-A probate case in court, then reimburse the remaining 50% when the case is completed. This would help with cash flow and encourage legal services to add more probate cases to this City contract even if they might not conclude during the contract term. It would be important for the contract to clarify that there is no penalty for not completing a filed case during the term, and LISC/legal services could obtain a 50% reimbursement in the next contract for a completed case filed under a prior City contract.

Variable Client Expense

As discussed in a recent email, LISC also asks that item A under Level II – Variable Client Expense be modified from "Back Property Taxes" to "Property Taxes" so that LISC can be reimbursed for paying not only property tax certificates but also current years' taxes without having to wait for a tax certificate to be issued that incurs additional interest expense for the resident and LISC.

Disbursement Request Form

On the Disbursement Request Form, add a new line 8 called Contract Administrative (Level II) Funding Request $_____ so that we can more easily track and get reimbursed for Level II expenses incurred. The existing form omits Level II expenses being requested in this form, so it would allow LISC to add up the total of the Level II funding request forms submitted in one place.

We are available to discuss these and other modifications the City of Jacksonville might have in mind. We appreciate this support and partnership in preserving homeownership for residents with unclear title now or at risk of future heirs' property.

Sincerely,

Dr. Irvin PeDro Cohen
Executive Director

Via Email and US Mail
cc: Kristopher Smith
John Sapora

Local Initiatives Support Corporation
100 North Laura Street, Suite 600, Jacksonville, FL 32202 • T 904.353.1300 • lisc.org

Contract Purchase Agreement Release 671402-24

Purchase Order	**671402-24**
Order Date	**24-JAN-2024**
Change Order	**0**
Change Order Date	**24-JAN-2024**
Revision	**0**
Ordered	**184,500.00 USD**
Requisition Number	**NBCD-500358-24**
Solicitation Number	**ESC-0348-23**
All packing slips, invoices, and correspondence must reference the purchase order number	

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202

Supplier
Local Initiatives Support Corporation
501 Seventh Avenue
7th Floor
MANHATTAN, NY 10018

Bill To
City of Jacksonville
117 West Duval Street, Suite 375
JACKSONVILLE, FL 32202

Ship To
Ed Ball
214 North Hogan Street
JACKSONVILLE, FL 32202 US

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20714	**Net 30**	**Freight Prepaid**	**FOB Destination**	**Best Way**

Buyer		Deliver To Contact
Carmella Spitler Email: **CSpitler@coj.net**		**Edward Mendoza** E-mail: **EMendoza@coj.net**

Attachments

Type	File Name or URL	Title	Description
File	Services Contract #70545-23 (Resolution of Heir's Property Issues) - LISC.pdf	Services Contract #70545-23 (R	

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	SHIP - Services Contract #70545-23 Resolution of Heir's Property Issues - LISC 11701.174106.582001.010543.00000000.00000.0000000 **Supplier Item** Legal Services	184,500.00				

This line references Document (Contract Purchase Agreement) POA-70545-23.

Ship To
Ed Ball
214 North Hogan Street
JACKSONVILLE, FL 32202

Promised

Requested
1/22/24

184,500.00

Contract Purchase Agreement Release 671402-24

Line	Item	Price	Quantity	UOM	Ordered	Taxable

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total	**184,500.00**
Total	**184,500.00**

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no. 59-89-0120K. Florida State sales and use tax exemption no. 85-8012621607C-8 All original invoices shall be submitted to: COJ1CloudInvoices@coj.net Email Subject: inv_300000008806179	Approved by Dustin L. Freeman, Chief of Procurement Division

Contract Purchase Agreement Release 671402-24

GENERAL CONDITIONS

1. RESERVATIONS: The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby. All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted. Buyer reserves the right to terminate the Contract or Purchase Oder at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services provided to the date of termination.

2. TAXES: The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

3. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

4. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

5. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City".

6. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

7. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

8. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract 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.. Contractor 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, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

9. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

10. LICENSES REQUIREMENT: By acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

11. ELECTRONIC PAYMENTS: Vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

12. CONTRACTOR REPRESENTATION: If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;
b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
c. Has been placed on 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; or
d. Has been engaged in business operations in Cuba or Syria.

13. PUBLIC RECORDS: In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

a. Keep and maintain public records required by City to perform the services; and
b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and
d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS: Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier 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 CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

a. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to 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 CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.
b. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

15. PUBLIC ENTITY CRIME INFORMATION: 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 perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

16. AUDIT PROVISION: A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

17. W-9 REQUIREMENT: It is the vendor's responsibility to ensure that the City has a current W-9 on file.

18. INDEMNIFICATION: The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

a. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

19. INSURANCE: Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

20. DELIVERY: A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

21. PICK UP AND RETURNS: The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

22. INVOICING: Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms shall be Net 45 days, unless otherwise agreed upon between buyer and supplier. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net Email Subject: inv_300000008806179

23. REPORTING: The City may request, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

24. SUPPLIER ACCESSIBILITY: The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

25. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that the City in awarding contracts to vendors may not:

a. Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and,
b. Give preference to a vendor based on the vendor's social, political, or ideological interests.

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SERVICES CONTRACT
(Resolution of Heir's Property Issues Services)

THIS SERVICES CONTRACT (this "**Contract**") is made and entered into in triplicate as of this 20th day of NOVEMBER, 2023, but shall be effective as of July 1, 2023 (the "**Effective Date**"), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "**City**"), and **LOCAL INITIATIVES SUPPORT CORPORATION**, a New York not-for-profit corporation authorized to do business in the State of Florida ("**Contractor**").

RECITALS:

WHEREAS, the City is a participating jurisdiction in the State Housing Partnership Program (the "**SHIP Program**") established by the State of Florida and, pursuant to **Ordinance 2022-363-E**, the City has appropriated a portion of the SHIP Program funds received from the State to procure the professional services of various entities to provide services for resolution of heir's property issues to eligible households in Duval County, Florida as set forth in the City's Local Housing Assistance Plan; and

WHEREAS, the City issued a Request for Proposal No. **ESC-0348-23** (the "**RFP**") for services relating to the resolution of heir's property issues (the "**Services**") as more fully described in the RFP; and

WHEREAS, based on Contractor's response to the RFP, the City's Competitive Sealed Proposal Evaluation Committee and Mayor authorized the award of a contract to Contractor on June 16, 2023.

NOW, THEREFORE, in consideration of the mutual promises and covenants of 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.

0.3 This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

(a) This document, as modified by any subsequent signed amendments

(b) Any amendments to the RFP

(c) Specific Information Regarding the RFP (Section 1 of the RFP)

(d) Description and Services (Section 4 of the RFP)

(e) General Instructions (Section 2 of the RFP)

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(f) General Terms and Conditions of Agreement (Section 3 of the RFP)

(g) Contractor's response to the RFP, provided that any terms in the response that are prohibited under, or conflict with, the RFP shall not be included in this Contract.

ARTICLE I
(Scope of Services/Supervision)

1.1 Contractor shall perform the Services more particularly described in **Attachment A** attached hereto in accordance with the terms and conditions of this Contract and under the general coordination of the City's Neighborhoods Department, Housing and Community Development Division. If any services, functions, or responsibilities not specifically set forth in this Contract are necessary for the proper performance of the Services, then they are deemed implied by and included within the Services.

1.2 In addition to the requirements, limitations, and restrictions set forth elsewhere in this Contract, Contractor shall use the funds in a manner consistent with all applicable 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 the funds, the terms of which are incorporated into this Contract by reference. Contractor 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 subcontractor of Contractor, Contractor shall incorporate the provisions of this Section 1.2 into the subcontract. Additionally, Contractor represents and warrants to the City that Contractor 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*.

1.3 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 Contractor's schedule of administrative rates, attached hereto as **Attachment B-1**, or Contractor's budget; (b) the proper application by Contractor of the City funds provided hereunder; (c) the quality of the Services by Contractor; or (d) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the Services. Contractor acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding the aforesaid matters. Contractor acknowledges that the City's only responsibility under the provisions of this Contract is to pay up to the amount provided for if Contractor performs the Services in accordance with this Contract and to the City's satisfaction. The City shall not be liable to any contractors or subcontractors of Contractor for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Contractor for payment. Contractor shall include this Section 1.3 in its contracts and any subcontracts to which Contractor may be a party for performance of the Services required in this Contract.

ARTICLE II
(Funding)

2.1 The City agrees to pay to Contractor **an amount not to exceed One Hundred Eighty-Four Thousand Five Hundred and 00/100 Dollars ($184,500.00)**, which amount is the

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maximum indebtedness of the City pursuant to Section 106.431, *Jacksonville Ordinance Code*, under the terms of this Contract for Levels I, II, and III administrative rates set forth in **Attachment B-1**.

2.2 The City shall pay the funds to Contractor over the period of this Contract commencing on the Effective Date and **ending on June 30, 2025** (the "**Termination Date**"), in accordance with the provisions of this Contract. Payments shall be made for the Services on a reimbursement basis as set forth in **Attachment B-2** (Conditions Precedent to City's Disbursements). The City shall not be required to advance any funds. Contractor shall expend the funds solely and exclusively for the Services and Contractor shall not expend or otherwise use any of the funds for any other purpose. The City's obligation to fund the disbursements to Contractor for the Services shall be limited to eligible expenses incurred by Contractor **on or before the Termination Date**, and the City's obligation to make disbursements to Contractor shall end sixty (60) days thereafter.

2.3 The method of payment shall be according to the Conditions Precedent to City's Disbursements as described in **Attachment B-2**. The City shall not be obligated or required to make any disbursements if Contractor is in breach of this Contract.

2.4 Any unused or residual funds remaining at the termination of this Contract or after completion of the Services, 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 Contractor, then such funds are to be due and payable to the City on the date of the termination and shall be returned by Contractor to the City no later than thirty (30) days thereafter. If Contractor 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 Contractor by the City in error) or any applicable federal, state, or local law, rule, regulation, or policy, then Contractor shall, upon receipt of notice from the City, immediately refund and return all such funds to the City without demand or further notice. Contractor 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 funds provided hereunder were improperly spent.

2.5 In addition to the provisions of Section 2.4 above, upon termination of this Contract, Contractor shall transfer to the City any funds on hand at the time of termination and any accounts receivable attributable to the use of the funds.

2.6 Contractor acknowledges and agrees that it shall expend funds solely for the Services as specified in this Contract.

ARTICLE III
(Performance Schedule)

3.1 Contractor and the City have jointly established the schedule provided in **Attachment A** as the performance schedule for the Services (the "**Performance Schedule**"). Contractor shall timely perform its obligations in the Performance Schedule. The Performance Schedule shall not be modified without the prior written consent of the City (which may be withheld in its sole discretion).

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ARTICLE IV
(Disbursements)

4.1 Provided Contractor has fully and properly performed all obligations of Contractor, the City will make disbursements (each a "**Disbursement**" and collectively, the "**Disbursements**") to Contractor for the Services, up to the maximum amount of the funds. However, in no event shall the City be obligated to make disbursements of the funds more than the verified Services costs. Nothing contained in this Contract constitutes or creates any duty on or warranty by the City regarding (a) the accuracy or reasonableness of Contractor's response to the RFP; (b) the feasibility or quality of the contracts entered into by Contractor for performance of the Services, if any; (c) the proper application by Contractor of the funds; (d) the quality of the Services; or (e) the competence or qualifications of any third party furnishing services in connection with this Contract.

4.2 If, prior to any Disbursement, for any reason, the City determines in its sole and absolute discretion that the actual cost to complete the Services exceeds the amount of the funds then not disbursed, the City may require Contractor to fund the costs of the Services without any further Disbursements from the City until the deficiency no longer exists. At the City's option, no Disbursements will be made until Contractor has fully complied with this requirement. The City shall not be liable to any contractors or subcontractors of Contractor for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Contractor for payment.

4.3 Contractor shall submit disbursement requests to the City no more frequently than monthly for work performed since the prior disbursement request. Each disbursement request shall constitute a representation by Contractor to the City that: (a) the assistance provided to recipients conforms with all applicable rules and regulation of the public authorities having jurisdiction, (b) the value of the assistance is as stated, (c) payment for the items described in the disbursement request has been made (or, at the option of the City, will be made by the City directly to the provider of the service), (d) the disbursement request is consistent with the terms of this Contract, and (e) no event of default or event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred and is continuing.

4.4 The Disbursement Request Forms are attached as **Attachments C-1 and C-2**. In each disbursement request, Contractor shall certify and describe in detail reasonably acceptable to City (a) the Services provided including the individuals served, and (b) the amount Contractor is seeking. Contractor shall attach to each Disbursement Request Form such invoices, receipts, cancelled checks (or evidence that payment has cleared Contractor's banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by Contractor and were expended on and pertain to the Services. Failure by Contractor to provide the City with the required documentation to receive payment under this Contract shall result in a denial of Contractor's disbursement request and shall constitute a material breach of this Contract.

4.5 The City shall have no obligation to make any Disbursement (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such Disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default has occurred and is continuing. Nothing contained in this Contract shall constitute or create any warranty by the City regarding the proper application by Contractor of the proceeds, and the City's disbursement of funds shall not estop the City from seeking return of unspent or misspent funds as provided elsewhere in this Contract.

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4.6 Nothing contained in this Contract, or any other document attached hereto or contemplated hereby, shall constitute or create any duty on or warranty by the City regarding (a) the accuracy or reasonableness of a Disbursement Request, (b) the proper application by Contractor of the funds, (c) the quality of the Services, or (d) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the Services. Contractor acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding these matters.

ARTICLE V
(Term and Termination)

5.1 The term of this Contract shall commence on the Effective Date and **shall expire on the Termination Date**, unless terminated sooner with or without cause, by either party giving thirty (30) days' prior written notice of the termination as provided herein. The City may renew this agreement for up to two (2) additional one (1) year terms in accordance with the RFP.

5.2 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 Contractor 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 Contractor:

(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;

(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;

(vi) if any corporate action shall be taken by Contractor for any purpose of effecting any of the foregoing; or

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(vii) 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 Contractor under any other agreement or transaction between Contractor and the City.

5.3 If the City terminates this Contract due to an event of default by Contractor, 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 Contractor of a default is not a waiver by the City of the default or of any future default of Contractor.

5.4 Termination shall be effective at the close of business on the 30th day after date of notice without the necessity of any further notice to Contractor 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, Contractor shall:

(a) Cease working under this Contract;

(b) Place no further orders or subcontracts related to the performance of the Services;

(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.

5.5 If Contractor should materially fail to comply with any term of this Contract, then the City may terminate this Contract and shall reimburse Contractor, subject to the requirements for reimbursement in this Contract, for eligible, necessary, and reasonable payments made by Contractor up to the date of the termination only.

ARTICLE VI
(Financial Reporting and Auditing)

6.1 Upon execution of this Contract, Contractor shall simultaneously provide to the City at least one (1) copy of Contractor's most recent audited financial statements. In addition, on or before one hundred eighty (180) days following the close of Contractor's fiscal year in each year during the term of this Contract, Contractor shall provide to the City at least one (1) copy of Contractor's audited financial statements for that fiscal year. If Contractor fails to timely submit any duly audited financial statements, the City may, at its sole election, suspend Disbursements until receipt of the duly audited financial statement.

6.2 During the term of this Contract, Contractor shall provide a report of the use of the funds in the delivery of the Services. This report shall be certified by a person in a senior

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management position with Contractor. The report shall include information on the amounts paid for all units of services. The report shall be submitted within one hundred twenty (120) days following the close of Contractor's fiscal year and annually thereafter during the term of this Contract and at the expiration or termination of this Contract.

6.3 Contractor shall: (a) throughout the term of this Contract and for a period of five (5) years after the expiration or termination of this Contract, maintain and retain all books, records, papers, and other documentation or evidence in its possession or the possession of any parent organization or subsidiary, pertaining to costs or expenses of delivering the Services; and (b) at all reasonable times during the term of this Contract and for a period of five (5) years after the expiration or termination of this Contract, make available to the City and permit the City to examine, inspect, copy, and have access to, those books, records, papers, and other documentation or evidence.

6.4 Contractor shall not use any portion of the funds to pay for any costs or expenses associated with the reporting requirements of this Contract, financial or otherwise.

ARTICLE VII
(Reporting)

7.1 Contractor shall provide the City with a monthly status report using the form provided in **Attachment D**, which the City may modify at any time during the term of this Contract, showing all activities, including a narrative summary of progress and a financial statement showing all expenditures appropriate to the Services. The monthly status report shall include the number of clients served by Contractor based on the program income limits provided in **Attachment E**. All expenditure of funds shall be made on a unit of service basis or as set forth in the attachments. The report shall be due on the thirtieth (30TH) day of each succeeding month and shall continue until all information concerning the expenditure of the funds and the Services has been received by the City. This requirement survives the expiration or termination of this Contract.

7.2 Contractor's failure to submit reports or to submit complete reports is grounds for the City to withhold further payments to Contractor or for termination of this Contract.

7.3 Contractor shall provide the City with additional information regarding the Services as may be requested by the City from time to time.

ARTICLE VIII
(Insurance; Indemnification)

8.1 Contractor is an independent contractor, and not an employee, agent, partner, joint venturer, representative, or associate of the City, conducting the services required by this Contract. Contractor is solely responsible for the means, methods, techniques, sequences, and procedures used in its performance of this Contract.

8.2 Contractor shall hold harmless and indemnify the City in accordance with the terms and conditions set forth in **Attachment F**.

8.3 Without limiting its liability under this Contract and prior to commencement of any work, Contractor 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 G**.

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ARTICLE IX
(Representations and Warranties by Contractor)

9.1 Without limiting the representations, warranties, and covenants of Contractor set forth elsewhere in this Contract, as a material inducement for the City to enter into this Contract, Contractor 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) Contractor is a New York not-for-profit corporation authorized to conduct business and is in good standing in the State of Florida. Contractor has full power and authority to execute and deliver this Contract and all documents contemplated by this Contract, and to perform its contractual obligations. Contractor's entering into this Contract will not conflict with or result in a breach of any other agreement in which Contractor is a party. The individual signing this Contract on behalf of Contractor has full power and authority to do so, and Contractor shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence that authority.

(b) Contractor 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 Contractor have been duly authorized and approved by Contractor'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 Contractor, 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 Contractor, any judgment, order, decree, writ, or injunction to which Contractor is bound, or any provision of any applicable law or regulation to which Contractor is bound.

(f) Contractor and each of its subcontractors, and other persons performing services relating to the Services 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 perform the Services. Contractor shall promptly deliver to the City, upon request, all documents reasonably requested by the City to evidence such licenses, permits, and authorizations.

(g) Contractor 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) Contractor 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, or fee to such broker, finder, or other similar third party.

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

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

(l) Contractor 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 Contractor and incurred after Contractor took ownership of the real property.

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

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

ARTICLE X
(Other Covenants)

10.1 Contractor shall complete the Services **no later than the Termination Date**. Completion of the Services shall have occurred only when Contractor shall furnish to the City a completion report or its equivalent (if available in the jurisdiction) as required to establish to the City's satisfaction that the Services have been properly completed and the funds have been fully disbursed in accordance with this Contract. The City's acceptance of the completion report shall not stop the City from seeking return of unspent or misspent funds as provided elsewhere in this Contract.

10.2 All contract services shall be performed strictly in accordance with all governing laws, statutes, ordinances, codes, regulations, and restrictions.

10.3 If Contractor defaults on this Contract, the City shall be entitled to, and Contractor shall be required to repay to the City, a sum up to the amount of the then-disbursed funds.

10.4 Contractor shall ensure the Services meet and are compliant with all governing federal, state, and local affordable housing requirements, as currently in effect and as may be amended from time to time.

10.5 During the term of this Contract, Contractor shall permit the City's Chief of the Housing and Community Development Division or other City designated personnel, to monitor compliance by Contractor with the provisions of this Contract. During the term of this Contract, during normal business hours and with prior notice to Contractor, representatives of the City shall have the right of access to Contractor's records and employees, as they relate to the Services. This paragraph is in addition to any other records maintenance and retention requirements of this Contract.

10.6 Except as otherwise expressly provided herein, Contractor has discretion and control, free from interference, interruption, or disturbance, in all matters relating to the

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management, development, and operation of the Services in compliance with the terms and conditions of this Contract and all governing federal, state, and local laws, rules, regulations, and policies (including without limitation, applicable zoning, subdivision, building, and fire codes). Contractor's discretion, control, and authority with respect to its performance of this Contract includes, without limitation, the following matters:

(a) the implementation of the Services;

(b) the negotiation and execution of contracts, agreements, and other documents with third parties, in form and substance satisfactory to Contractor; and

(c) the preparation of budgets, cost estimates, financial projections, statements, information, and reports as Contractor deems appropriate.

ARTICLE XI
(Miscellaneous)

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

11.2 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, 7TH Floor
Jacksonville, Florida 32202
Attention: Chief

To Contractor:
Local Initiatives Support Corporation
c/o LISC Jacksonville
100 Laura Street, Suite 600
Jacksonville, Florida 32202
Attention: Executive Director

11.3 TIME IS OF THE ESSENCE in the performance of the obligations created by this Contract. If performance falls on a Saturday, Sunday, or state legal holiday, the date for performance shall be the next day that is not a Saturday, Sunday, or state legal holiday. Saturdays, Sundays, and state legal holidays shall not be considered business days.

11.4 No waiver of any provision 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

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as to any default shall not constitute a waiver of the default or any other default or any related rights or remedies.

11.5 Except with respect to rights and remedies expressly declared to be exclusive in this Contract, 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.

11.6 Except as expressly provided to the contrary in this Contract, if any of the provisions of this Contract are unenforceable, the enforceability of the remaining provisions of this Contract shall not be affected, unless the unenforceable provisions contain material terms of the transaction.

11.7 The rights and obligations of the parties under the provisions of this Contract inure to the benefit of and are 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 the provisions of this Contract.

11.8 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.

11.9 As required by Section 126, Part 4, *Jacksonville Ordinance Code*, and directives from the City administration, Contractor has adopted and will maintain a policy of nondiscrimination or nonharassment 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. Contractor 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, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Contract. If any of the obligations of this Contract are to be performed by a subcontractor or third-party service provider, 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.

11.10 Contractor 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.

11.11 Unless otherwise expressly provided in this Contract, if a conflict exists between any provisions of this Contract and any exhibit attached to or referenced in this Contract, the provisions of this Contract shall govern to the extent of such conflict. The parties agree that they have had meaningful input into the terms and conditions of this Contract. Contractor acknowledges that it has had ample time to review this Contract and related documents with counsel of its choice.

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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.

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

11.13 The parties shall follow the provisions of Section 126.112, *Jacksonville Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same. No person who is an employee, agent, consultant, officer, or elected or appointed official of the City, or of any designated public agencies, or contractors or subcontractors receiving funds or who exercise or have exercised any functions or responsibilities with respect to SHIP Program activities or who are in a position to participate in a decision making process or gain inside information with regard to their activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect to the activity, or the proceeds from an agreement, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. In addition, in the procurement of labor, supplies, equipment, and services by Contractor or by any contractor, subcontractor, or other persons working on the Services, the conflict-of-interest provisions of any applicable federal, state, or local law, rule, regulation, or policy shall be adhered to by the participants.

11.14 All representations, warranties, indemnities, and other covenants by Contractor in this Contract are continuing in nature and shall survive the expiration or early termination of this Contract.

11.15 Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and policies as the same exist and as amended from time to time, including, but not limited to, Chapter 119, *Florida Statutes* (Public Records Law), specifically the provisions of Section 119.0701(b), *Florida Statutes*, and Section 286.011, *Florida Statutes* (Florida Sunshine Law). If any of the obligations of this Contract are to be performed by a subcontractor of Contractor, Contractor shall incorporate the provisions of this section into and shall become a part of the subcontract.

11.16 In accordance with Section 119.0701, *Florida Statutes*, Contractor shall: (a) keep and maintain public records required by the City to perform the Services; (b) upon request from City's custodian of public records, provide the City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, *Florida Statutes*, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to the City; and (d) upon completion of this Contract, transfer to the City at no cost all public records in possession of Contractor or keep and maintain public records required by the City to perform the Services. If Contractor transfers all public records to the City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the City's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER

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119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO CONTRACTOR'S WORK UNDER THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

11.17 Contractor has received, reviewed, understands, is familiar with, and will comply with the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Jacksonville Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Jacksonville Ordinance Code*.

11.18 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 submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of Twenty Five Thousand Dollars ($25,000.00) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

11.19 The rights and obligations of this Contract may not be assigned, in whole or part, by either party without the prior written approval of the other party.

11.20 Prompt Payment to Subcontractors and Suppliers:

(a) Nothing in this Contract shall prohibit Contractor from disputing all or any portion of a payment alleged to be due to its contractors, subcontractors, or suppliers. If a dispute arises, Contractor may withhold the disputed portion of the payment only after Contractor has provided notice to the City and to the contractor, subcontractor, or supplier whose payment is in dispute. The 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 contractor, subcontractor, or supplier within ten (10) calendar days after Contractor's receipt of payment from the City. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

(b) Contractor shall pay all contracts awarded including those to certified Jacksonville Small and Emerging Businesses ("**JSEBs**") as those entities are defined in Chapter 126, *Jacksonville Ordinance Code*, their pro-rata earnings, less any retainage, from the progress payments made by the City within seven (7) business days after Contractor's receipt of payment from the City. The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the contractor or certified JSEB at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall include with its requisition for payment, documentation that sufficiently demonstrates Contractor has made proper payments to its contractors and certified JSEBs from all prior payments Contractor has received from the City. Contractor shall not unreasonably withhold payments to its contractors or certified JSEBs if Contractor received payment. If Contractor disputes payment to its contractors or certified JSEBs, the procedures of subsection (a) above shall be followed. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the contractor or JSEB within seven (7) business days is a breach of this Contract, compensable at one percent (1%) of the outstanding invoice being

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withheld by Contractor. Continued failure to adhere to these provisions for payments to contractors, JSEBs may be cause for termination of this Contract.

(c) The prompt payment requirements imposed by this Contract do not create any contractual relationship or obligation between the City and any contractor, subcontractor, supplier, JSEB, or any third party, and the City has no liability for Contractor's failure to make timely payments. However, Contractor's failure to comply with the prompt payment requirements constitutes a material breach of its contractual obligations to the City. As a result of the breach, the City, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks, and (ii) charge Contractor a two-tenths percent (0.2%) daily late payment interest charge or other charges specified in Chapter 126, *Jacksonville Ordinance Code*, for JSEBs and Chapter 218, *Florida Statutes*, for non-JSEBs, whichever is greater.

11.21 Pursuant to Section 287.135 (2), *Florida Statutes*, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Recipient is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor:

(1) Is on 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*; or

(2) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(a)4, *Florida Statutes*, the City may terminate this Contract at the City's option if the Contract is for goods or services in an amount of one million dollars or more and Contractor:

(1) Is found to have submitted a false certification under Section 287.135(5), *Florida Statutes*;

(2) Has been placed on 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*; and

(3) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(b), *Florida Statutes*, the City may terminate this Contract at the City's option if the Contract is for goods and services of any amount and Contractor:

(1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or

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(2) Is engaged in a boycott of Israel.

11.22. Contractor shall annually attend all training workshops relating to the subject matter of this Contract as reasonably required by the City.

11.23 This Contract may be executed electronically and in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

11.24 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 the parties with respect to its subject matter.

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IN WITNESS WHEREOF, the parties have executed this Contract the day and year first above written.

LOCAL INITIATIVES SUPPORT CORPORATION,
a New York not-for-profit corporation

By: Celayne G. Hill

Print Name: Celayne G. Hill

Title: Senior VP and Deputy General Counsel

DATED: November 20, 2023

CONTRACTOR INFORMATION

Name: Local Initiatives Support Corporation
Contact: John Sapora
Telephone: (904) 353-1300
E-Mail: JSapora@LISC.org
Federal Tax Identification Number: 13-3030229

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

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ATTEST:

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

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

By: _____
Donna Deegan
Mayor

DATED: 12/18/2023

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Encumbrance and funding information for internal City use:

Amount: **$184,500.00**

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

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

_____
Director of Finance
City Contract #: 70545-23
Purchase Order No. POA 70545-23

FORM APPROVED:

By: _____
Office of General Counsel

G:\Finance & Compliance\Legal\Contracts\OGC Final Approved\2023\2023 SHIP Heirs Property Issues Contract – Local Initiatives Support Corp-FINAL.doc

GC-#1594339-v2-Local_Initiatives_Support_Corp_(LISC)_2023_Resolutions_of_Heirs_Property_Issues_Services_Contract_(SHIP)_-_OGC_Approved.docx

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LIST OF CONTRACT ATTACHMENTS

Attachment A	Scope of Services and Deliverables, Terms and Conditions and Performance Schedule
Attachment B-1	Schedule of Administrative Rates
Attachment B-2	Conditions Precedent for Disbursements
Attachment C-1	Disbursement Request Form
Attachment C-2	Disbursement Request Form (Level II Disbursements)
Attachment D	Monthly Status Report
Attachment E	Program Income Limits
Attachment F	Indemnification
Attachment G	Insurance

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ATTACHMENT A
Scope of Services and Deliverables
Terms & Conditions
Performance Schedule

SCOPE OF SERVICES AND DELIVERABLES

City funds provided pursuant to this Contract will be used to

A. Provide probate legal assistance to eligible heirs (property owners) to clear the title so they can take advantage of property rights such as obtaining homeowner's insurance, property tax homestead exemption, and the ability to obtain repairs or rehabilitation. Services shall include, but are not limited to the following:

1. Filing the petition for probate.
2. Closing the claims period and paying claims on behalf of the homeowner.
3. Assisting with quit claim deeds.
4. Identifying and disbursing funds for tax arrears.
5. Estate planning and related services.

B. Work with legal entities to provide greater community knowledge of estate planning and the probate process.

A. Invoicing and Payment

1. Unless otherwise specified in this contract, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The City may require any other information from Contractor that it deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. The City does not pay service charges, interest or late fees unless required by law.

2. The City's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

B. Performance Schedule. Contractor and the City have jointly established the following performance schedule for the Services (the "**Performance Schedule**"). Contractor shall timely perform its obligations pursuant to the Performance Schedule. The Performance Schedule shall not be modified without the prior written consent of the City (which may be withheld in its sole discretion).

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PERFORMANCE SCHEDULE

Twelve (12) Months from the Contract Effective Date	Expenditure of **One-Half (1/2)** of the approved funding amount and provision of Level I-A services to **Thirty (30) clients**, Level I-B services to **Thirty-Eight (38) clients**, an estimated (depending on client need) **$11,650.00** expended in Level II, and an estimated **$13,600.00** expended in Level III based on the number of Level I and II clients served.
Contract Term Date	Expenditure of the **total** approved funding amount and provision of Level I-A services to **Sixty (60) clients**, Level I-B services to **Seventy-Six (76) clients**, an estimated (depending on client need) **$23,300.00** expended in Level II, and an estimated **$27,200.00** expended in Level III based on the number of Level I and II clients served.

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SCHEDULE OF ADMINISTRATIVE RATES

1. **LEVEL I – LEGAL SERVICES (Fixed Rate per Case)**

   A. Full Legal Representation – Probate legal assistance to eligible heirs (property owners) to clear title.

   Level I-A – (60 clients) x ($1,600.00) = total service cost: $ 96,000.00

   B. Estate Planning, Deed Creation – Draft deeds for Jacksonville residents such as enhanced life estate deeds, deeds for joint tenancy with rights of survivorship, or deeds correcting title issues for estate planning purposes; draft wills for clients.

   Level I-B – (76 clients) x ($500.00) = total service cost: $ 38,000.00

2. **LEVEL II – VARIABLE CLIENT EXPENSE** – Reimbursement and payment of expenses the client and vendor encounter through the Level I services provided. These expenses include but are not limited to the following:

   A. **Back Property Taxes**
   B. **Title Searches**
   C. **Court Costs**
   D. **Creditor Claims**
   E. **Death Certificates**
   F. **Publication Fees**
   G. **Recording Fees**

   Level II – Allocation for Variable Client Expense: $ 23,300.00

3. **LEVEL III – COMMUNITY OUTREACH AND LEGAL REFERRALS** – work with legal entities and community-based organizations to provide greater community knowledge about estate planning and the probate process, and homeownership counseling to help identify and refer residents to legal services.
   Level III – (136 clients served) x ($200.00) = total service cost: $ 27,200.00

Total maximum grant reimbursement = $184,500.00

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CONDITIONS PRECEDENT TO CITY'S DISBURSEMENTS

I. METHOD OF PAYMENT

A. Reimbursement

Unless otherwise stated, all Contract funds will be released on a reimbursement basis. The Disbursement Request form set forth above may be submitted no more than monthly and Contractor may not request disbursement until such time as there is a need for reimbursement of eligible costs. 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 cash request from submission of the request to availability of a check is **approximately ten to fifteen working days.**

The City's obligation to fund Disbursements to Contractor for the Services shall be limited to expenses incurred by Contractor **on or before the Termination Date**, and the City's obligation to fund Disbursements to Contractor for the Services shall end **sixty (60) days thereafter**.

B. Required Documentation

Prior to any disbursement request, Contractor must provide reports from a digital client management software. The City shall review and approve these reports to ensure they address the reporting needs. Upon each Disbursement Request, Contractor shall provide to the City a report in the form and substance acceptable to the City, providing a detailed client roster using the format of the client management software. Each report shall be signed and certified as true, correct, and complete, as of the date thereof, by the President of Contractor and shall constitute a warranty by Contractor to the City as to the contents of the report. If requested by the City, Contractor shall use the above referenced forms with templates provided by the City for each report. The City shall be permitted to modify the form at any time during the term of this Contract. Contractor shall provide the City with additional information as needed or requested by City. If Contractor fails to timely submit any requested report, the City may, at its sole election, suspend disbursements until receipt of the duly completed and certified reports.

II. ADDITIONAL PROVISIONS

A. Requests for Disbursement. For each request for a disbursement, Contractor shall submit to the City a completed written disbursement request (each, a "**Disbursement Request**"). (See **Attachments C-1 and C-2**). Contractor shall attach to each Disbursement Request such invoices, receipts and other documents required by City evidencing that the costs and expenses were actually incurred and paid for by Contractor and were expended on an authorized public service activity.

B. General Disbursement Conditions. The City shall have no obligation to make any disbursement (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred or is continuing.

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Contractor shall provide a detailed summary of Services corresponding to the **Attachment B-1** and provide client and corresponding number of hours spent reviewing the client's case. Contractor shall also provide information necessary to verity income if income is at or below 140% of the Area Median Income. The report must be produced by an approved digital client management software and detail all disbursements requested on the Disbursement Request Forms (**Attachments C-1** and **C-2**).

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ATTACHMENT C-1
Disbursement Request Form

DISBURSEMENT REQUEST FORM
(Resolution of Heir's Property Issues)

Name:	Local Initiatives Support Corporation	Request No. _____
Address:	100 N. Laura Street, Ste 600 Jacksonville, Florida 32202	Contract No. _____
Phone #:	(904) 351-0007	Date Submitted:_____
Tax ID No.	13-3030229	

1.	Contract Administrative (Level I) Funds disbursed to date:	$ 0.00
2.	Contract Administrative (Level II) Funds disbursed to date:	$ 0.00
3.	Contract Administrative (Level III) Funds disbursed to date:	$ 0.00
4.	Total Amount disbursed to date (equals (#1 + #2 + #3):	$ 0.00
5.	Contract Funds available to date (Total Award minus #4):	$ 0.00
6.	Contract Funds previously requested but not yet received:	$ 0.00
7.	Contract Administrative (Level I) Funds request:	$_____
8.	Contract Administrative (Level III) Funds request:	$_____
9.	Total Amount of this request (equals (#7 + #8):	$_____

For Level II Disbursements, please use Disbursement Request #2 (See Attachment C-2).

COMMENTS:_____

_____

_____

_____

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

_____ _____
Signature Date

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

ATTACHMENT C-2
Disbursement Request Form
(Level II Disbursements)

DISBURSEMENT REQUEST FORM
(Level II Disbursements – Variable Client Expenses)

Name:	Local Initiatives Support Corporation	Request No. _____
Address:	100 N. Laura Street, Ste 600 Jacksonville, Florida 32202	Contract No. _____
Phone #:	(904) 351-0007	Date Submitted:_____
Tax ID No.	13-3030229	

Name of Individual(s) Receiving **Resolution of Heir's Property** Assistance: _____

_____

Address of Individual(s) Receiving **Resolution of Heir's Property** Assistance: _____

_____

For Direct Disbursement for Back Taxes Please Submit the Following:

1. Full Tax Bill Showing All Years of Taxes Owed.
2. Client Income Certification Form
3. Heir's Property Resolution summary and Client Summary. (Quiet Title Final Judgements, Court Docket Information, Client Intake Information Etc.)

Total Amount of Request for Back Taxes Owed: $_____

For Reimbursement of Client Expenses Please Submit the Following:

1. Invoice or Statement of Expense
2. Proof of Payment (Cleared Check, Credit/Debit Card Statement, Paid Receipt, Etc.)
3. Client Income Certification Form
4. Heir's Property Resolution summary and Client Summary. (Quiet Title Final Judgements, Court Docket Information, Client Intake Information Etc.)

Total Amount for Reimbursement of Client Expenses Requested: $_____

Note – Separate requests should be made for Direct Disbursement for Back Taxes and Reimbursement of Client Expenses per client.

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

_____ _____
Signature Date

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

ATTACHMENT D
Monthly Status Report

MONTHLY STATUS REPORT

To: Housing & Community Development Division
214 North Hogan Street, 7TH Floor
Jacksonville, Florida 32202

Contract No. _____
Report No. _____
Report Date. _____

Reporting Period: From _____ to _____

PROGRESS REPORT: Describe progress to-date:

2. Total Number of clients serviced during this reporting period: _____

3. Number of clients serviced based on each income level (according to the Program Income Limits chart in **Attachment E**):

	Current Month	**Year to Date**
Up to 50% of Area Median Income		
50% to 80% of Area Median Income		
80% to 120% of Area Median Income		
120% to 140% of Area Median Income		

4. Number of clients serviced based on ethnicity (*data is for statistical information purposes only*):

	Current Month	**Year to Date**
Caucasian (white)		
African American (non-Hispanic)		
Hispanic		
Asian		
Other		

5. Units of service:

Number of Units Current Month	**Number of Units Year to Date**	**Unduplicated Clients Current Month**	**Unduplicated Clients Year to Date**

I hereby certify that: 1) no client represented above has already or plans to (within our purview) benefit financially from the Services; 2) that each client represents an eligible unduplicated individual; and 3) that to the best of my knowledge the data reported herein is correct.

Signed: _____ Date: _____
Title: _____
Agency Name: **Local Initiatives Support Corporation**

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

ATTACHMENT E
Program Income Limits
(as may be updated and amended from time to time)

FY 2023 PROGRAM INCOME LIMITS SUMMARY

MEDIAN FAMILY INCOME (MFI): $93,300.00

(as may be updated and amended from time to time)

Household Size	30% of Median	50% of Median	80% of Median	120% of Median	140% of Median
1	$18,600	$31,000	$49,600	$74,400	$86,800
2	$21,250	$35,400	$56,650	$84,960	$99,120
3	$24,860	$39,850	$63,750	$95,640	$111,580
4	$30,000	$44,250	$70,800	$106,200	$123,900
5	$35,140	$47,800	$76,500	$114,720	$133,840
6	$40,280	$51,350	$82,150	$123,240	$143,780
7	$45,420	$54,900	$87,800	$131,760	$153,720
8	$50,560	$58,450	$93,500	$140,280	$163,660

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

ATTACHMENT F
Indemnification

Contractor (the "**Indemnifying Party**") shall hold harmless, indemnify, and defend the City of Jacksonville and the 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 Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's 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 provided under this Contract (the "Service(s)"), any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Contract, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its 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 Sections 725.06 or 725.08, *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, *Florida Statutes* will be modified to comply with said statutes.

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ATTACHMENT G
Insurance

Without limiting its liability under this Contract, Contractor 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 Contractor 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	
Workers' Compensation	Florida Statutory Coverage	
Employer's Liability	$100,000	Each Accident
	$500,000	Disease Policy Limit
	$100,000	Each Employee/Disease

Such insurance shall cover Contractor (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 Contract)

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).

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Professional Liability $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. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage 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.

Cyber Liability & Data Storage $1,000,000 Per Claim and Aggregate

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Multi Media Liability
- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Additional Insurance Provisions

A. Certificates of Insurance. Contractor shall deliver to the City Certificates of Insurance that show the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

B. Additional Insured. All insurance except Worker's Compensation, Professional Liability, AD&D and Crime (if required) shall be endorsed to name the City of Jacksonville and the 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, if products and completed operations is required, CG2037, Automobile Liability CA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. Contractor's Insurance Primary. The insurance provided by Contractor 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.

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F. 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 Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

G. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its 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.

H. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

I. Notice. Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then Contractor, as applicable, shall provide a thirty (30) day 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 Contractor 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 Agreement, Contractor shall present this Contract and **Attachments F and G** to its insurance agent affirming that: 1) the agent has personally reviewed the insurance requirements of the Contract, and (2) the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

SUBJECT: RESOLUTION OF HEIR'S PROPERTY ISSUES

BID #: ESC-0348-23 **OPEN DATE:** 5/3/2023

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: EVALUATED BID – TWO (2) YEARS FROM DATE OF CONTRACT EXECUTION

AGENCY: HOUSING & COMMUNITY DEVELOPMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: (6) **NUMBER RECEIVED:** (2) **OTHER:** (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Subject RFP was awarded on 6/1/23 to Jacksonville Area Legal Aid, Inc. as the highest-ranking firm. Due to the firm's requested not-to-exceed expenditure amount of $215,500.00, the City will have a balance of $184,500.00 from the $400,000.00 grant.

Recommend approval to award a secondary contract to the only other responding firm, Local Initiatives Support Corporation.

Total not-to-exceed expenditure amount for Jacksonville Area Legal Aid, Inc. will be $215,500.00. Total not-to-exceed expenditure amount for Local Initiatives Support Corporation will be $184,500.00. Total not-to-exceed award amount will be $400,000.00. Period of service will be two (2) years from the date of the executed contract.

Funding for this award will be encumbered from account 11701.174106.582001.010543.00000000.00000.0000000, executed by formal contracts through the Office of General Counsel, and processed via Purchase Orders.

ATTACHMENTS: Recommendation Memo, Previous Award, Section 2.6

ANALYST: _____ DAVID KLAGES

RESPECTFULLY SUBMITTED: _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: TRAVIS JEFFREY, INTERIM CHIEF, HOUSING & COMMUNITY DEVELOPMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 6/15/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 6/16/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

Contract Purchase Agreement POA-70545-23

Agreement	POA-70545-23
Agreement Date	21-JUN-2023
Revision	0
Agreement Amount	184,500.00 USD
Solicitation Number	ESC-0348-23

Sold To
City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier
Local Initiatives Support Corporation
501 Seventh Avenue
7th Floor
MANHATTAN, NY 10018

Notes In accordance with ESC-0348-23 Resolution of Heir's Property Issues.

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20714	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	**End Date**		**Confirm To**	
TBD	TBD		David Klages dklages@coj.net	

DRAFT

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

ATTACHMENT B-1
Revised Schedule of Administrative Rates

SCHEDULE OF ADMINISTRATIVE RATES

1. **Level I – LEGAL SERVICES (Fixed Rate per Case)**

   A. **Full Legal Representation –** Probate legal assistance to eligible heirs (property owners) to clear title.

Level I-A – (60 clients) x ($1,600.00) = total service cost $96,000.00

Revised Rates Request Level I-A – (48 clients) x ($2,000 per case) = $96,000.00

Total Level I-A Services = $192,000.00

   B. **Estate Planning, Deed Creation –** Draft deeds for Jacksonville residents such as enhanced life estate deeds, deeds for joint tenancy with rights of survivorship, or deeds correcting title issues for estate planning purposes; draft wills for clients.

Level I-B – (76 clients) x ($500.00) = total service cost $38,000.00

Revised Rates Request Level I-B – (48 clients) x ($800.00 per case) = $38,000.00

Total Level I-A Services = $76,000.00

2. **LEVEL II – VARIABLE CLIENT EXPENSE** – Reimbursement and payment of expenses the client and vendor encounter through the Level I services provided. These expenses include but are not limited to the following:

   A. **Back Property Taxes**
   B. **Title Searches**
   C. **Court Costs**
   D. **Creditor Claims**
   E. **Death Certificates**
   F. **Publication Fees**
   G. **Recording Fees**

Level II – Allocation for variable client Expense $23,300.00

New Amount Requested Through Amendment: $23,300.00

Total Level II Services = $46,600.00

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3. **LEVEL III – COMMUNITY OUTREACH AND LEGAL REFERRALS** – work with legal entities and community-based organizations to provide greater community knowledge about estate planning and the probate process, and homeownership counseling to help identify and refer residents to legal services.

   Level III – (136 clients served) x ($200.00) = total service cost $27,200.00

   Revised Rates Request Level III – (91 clients) x ($300.00 per case) = $27,200.00

ORIGINAL CONTRACT AMOUNT: $184,500.00

SECOND AMENDMENT CONTRACT AMOUNT REQUEST: $184,500.00

NEW TOTAL NOT EXCEED CONTRACT AMOUNT: $369,000.00

Contract Purchase Agreement Release 668994-24

Purchase Order	**668994-24**
Order Date	**29-NOV-2023**
Change Order	**0**
Change Order Date	**29-NOV-2023**
Revision	**0**
Ordered	**215,500.00 USD**
Requisition Number	**NBCD-500336-24**
Solicitation Number	**ESC-0348-23**
All packing slips, invoices, and correspondence must reference the purchase order number	

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202

Supplier
Jacksonville Area Legal Aid, Inc.
126 West Adams Street
JACKSONVILLE, FL 32202

Bill To
City of Jacksonville
117 West Duval Street, Suite 375
JACKSONVILLE, FL 32202

Ship To
Ed Ball 7th Floor
214 North Hogan Street
7th Floor
JACKSONVILLE, FL 32202 US

Notes PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING
Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that the City in awarding contracts to vendors may not: (1) Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and (2) Give preference to a vendor based on the vendor's social, political, or ideological interest.

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
21846	**Net 30**	**Freight Prepaid**	**FOB Destination**	**Best Way**

Buyer		Deliver To Contact
Carmella Spitler Email: **CSpitler@coj.net**		**Teresa Curtis** E-mail: **tcurtis@coj.net**

Attachments

Type	File Name or URL	Title	Description
File	Services Contract #70513-23 (Resolutionof Heir's Property Issues) - Jacksonville Area Legal Aid.pdf	Services Contract #70513-23 (R	

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Jacksonville Area Legal Aid, Inc. 11701.174106.582001.010543.00000000.00000.0000000	215,500.00				

This line references Document (Contract Purchase Agreement) POA-70513-23.

Ship To **Promised** 215,500.00
Ed Ball 7th Floor

Contract Purchase Agreement Release 668994-24

Line	Item	Price	Quantity	UOM	Ordered	Taxable

214 North Hogan Street
7th Floor
JACKSONVILLE, FL 32202

Requested
12/10/23

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total	**215,500.00**
Total	**215,500.00**

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no. 59-89-0120K. Florida State sales and use tax exemption no. 85-8012621607C-8 All original invoices shall be submitted to: COJ1CloudInvoices@coj.net Email Subject: inv_300000008806179	Approved by Dustin L. Freeman, Chief of Procurement Division

Contract Purchase Agreement Release 668994-24

GENERAL CONDITIONS

1. RESERVATIONS: The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby. All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted. Buyer reserves the right to terminate the Contract or Purchase Oder at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services provided to the date of termination.

2. TAXES: The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

3. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

4. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

5. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City".

6. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

7. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

8. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract 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.. Contractor 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, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

9. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

10. LICENSES REQUIREMENT: By acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

11. ELECTRONIC PAYMENTS: Vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

12. CONTRACTOR REPRESENTATION: If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;
b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
c. Has been placed on 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; or
d. Has been engaged in business operations in Cuba or Syria.

13. PUBLIC RECORDS: In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

a. Keep and maintain public records required by City to perform the services; and
b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and
d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS: Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier 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 CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

a. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to 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 CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.
b. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

15. PUBLIC ENTITY CRIME INFORMATION: 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 perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

16. AUDIT PROVISION: A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

17. W-9 REQUIREMENT: It is the vendor's responsibility to ensure that the City has a current W-9 on file.

18. INDEMNIFICATION: The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

a. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

19. INSURANCE: Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

20. DELIVERY: A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

21. PICK UP AND RETURNS: The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

22. INVOICING: Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms shall be Net 45 days, unless otherwise agreed upon between buyer and supplier. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net Email Subject: inv_300000008806179

23. REPORTING: The City may request, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

24. SUPPLIER ACCESSIBILITY: The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

25. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that the City in awarding contracts to vendors may not:

a. Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and,
b. Give preference to a vendor based on the vendor's social, political, or ideological interests.

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JACKSONVILLE AREA
Legal Aid

126 W. Adams Street
Jacksonville, FL 32202

Phone 904-356-8371
Fax 904-356-8285
www.jaxlegalaid.org

April 9, 2025

Robert Ownby
Housing Property Administrator
City of Jacksonville/Neighborhoods Department
214 North Hogan Street, 7th floor
Jacksonville, Florida 32202

Re: Request for Renewal of Services Contract 70513-23, Resolution of Heirs' Property Issues Program

Dear Robert:

We are submitting a request to extend the contract for the Jacksonville Area Legal Aid, Inc. (JALA) Heirs' Property Resolution Program for another year, pursuant to section 5.1 of the contract, at the same total amount of $215,500. In addition to the extension, we are seeking two revisions:

(1) We would like to move $49,000 from Level II to Level I-A ($36,000) and Level II-B ($13,000). During the first two years, there has been a notable increase in the number of heirs receiving services under the contract. If this upward trend continues, there is a possibility that the funding allocated for providing Level I-A services under this contract may be depleted before its expiration. At the same time, the Level II variable direct client expenses have been below the initial projection.

(2) We would also like to increase the Level I-A and Level I-B reimbursement rates to better reflect our actual costs in providing these services. Due to changes in how probate cases are generally handled by the court, and the surfacing of more complex cases that are taking more time, more hours are typically required to reach final disposition. Based on a thorough examination of actual expenses, we are proposing the following adjustments:

- Level I-A increase to $2,000 from $1,600
  [$120,00 original allotment + $36,000 additional allotment = $156,000; $156,000/$2,000 = 78 probates]

- Level I-B increase to $800 from $500
  [$19,000 original allotment + $13,000 additional allotment = $32,000; $32,000/$800 = 40 deeds]

Thank you for your consideration.

Sincerely,

James A. Kowalski Jr.
President and CEO

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SERVICES CONTRACT
(Resolution of Heir's Property Issues Services)

THIS SERVICES CONTRACT (this "**Contract**") is made and entered into in triplicate as of this 3rd day of Nov, 2023, but shall be effective as of July 1, 2023 (the "**Effective Date**"), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "**City**"), and **JACKSONVILLE AREA LEGAL AID, INC.**, a Florida not-for-profit corporation ("**Contractor**").

RECITALS:

WHEREAS, the City is a participating jurisdiction in the State Housing Partnership Program (the "**SHIP Program**") established by the State of Florida and, pursuant to **Ordinance 2022-363-E**, the City has appropriated a portion of the SHIP Program funds received from the State to procure the professional services of various entities to provide services for resolution of heir's property issues to eligible households in Duval County, Florida, as set forth in the City's Local Housing Assistance Plan; and

WHEREAS, the City issued a Request for Proposal No. **ESC-0348-23** (the "**RFP**") for services relating to the resolution of heir's property issues (the "**Services**"), as more fully described in the RFP; and

WHEREAS, based on Contractor's response to the RFP, the City's Competitive Sealed Proposal Evaluation Committee and Mayor authorized the award of a contract to Contractor on June 16, 2023.

NOW, THEREFORE, in consideration of the mutual promises and covenants of 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.

0.3 This Contract consists of the following documents, which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

(a) This document, as modified by any subsequent signed amendments

(b) Any amendments to the RFP

(c) Specific Information Regarding the RFP (Section 1 of the RFP)

(d) Description and Services (Section 4 of the RFP)

(e) General Instructions (Section 2 of the RFP)

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(f) General Terms and Conditions of Agreement (Section 3 of the RFP)

(g) Contractor's response to the RFP, provided that any terms in the response that are prohibited under, or conflict with, the RFP shall not be included in this Contract.

ARTICLE I
(Scope of Services/Supervision)

1.1 Contractor shall perform the Services more particularly described in **Attachment A** attached hereto in accordance with the terms and conditions of this Contract and under the general coordination of the City's Neighborhoods Department, Housing and Community Development Division. If any services, functions, or responsibilities not specifically set forth in this Contract are necessary for the proper performance of the Services, then they are deemed implied by and included within the Services.

1.2 In addition to the requirements, limitations, and restrictions set forth elsewhere in this Contract, Contractor shall use the funds in a manner consistent with all applicable 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 the funds, the terms of which are incorporated into this Contract by reference. Contractor 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 subcontractor of Contractor, Contractor shall incorporate the provisions of this Section 1.2 into the subcontract. Additionally, Contractor represents and warrants to the City that Contractor 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*.

1.3 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 Contractor's schedule of administrative rates, attached hereto as **Attachment B-1**, or Contractor's budget; (b) the proper application by Contractor of the City funds provided hereunder; (c) the quality of the Services by Contractor; or (d) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the Services. Contractor acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding the aforesaid matters. Contractor acknowledges that the City's only responsibility under the provisions of this Contract is to pay up to the amount provided for if Contractor performs the Services in accordance with this Contract and to the City's satisfaction. The City shall not be liable to any contractors or subcontractors of Contractor for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Contractor for payment. Contractor shall include this Section 1.3 in its contracts and any subcontracts to which Contractor may be a party for performance of the Services required in this Contract.

ARTICLE II
(Funding)

2.1 The City agrees to pay to Contractor **an amount not to exceed Two Hundred Fifteen Thousand Five Hundred and 00/100 Dollars ($215,500.00)**, which amount is the maximum indebtedness of the City pursuant to Section 106.431, *Jacksonville Ordinance Code*,

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under the terms of this Contract for Levels I, II, and III administrative rates set forth in **Attachment B-1**.

2.2 The City shall pay the funds to Contractor over the period of this Contract commencing on the Effective Date and **ending on June 30, 2025** (the "**Termination Date**"), in accordance with the provisions of this Contract. Payments shall be made for the Services on a reimbursement basis as set forth in **Attachment B-2** (Conditions Precedent to City's Disbursements). The City shall not be required to advance any funds. Contractor shall expend the funds solely and exclusively for the Services and Contractor shall not expend or otherwise use any of the funds for any other purpose. The City's obligation to fund the disbursements to Contractor for the Services shall be limited to eligible expenses incurred by Contractor **on or before the Termination Date**, and the City's obligation to make disbursements to Contractor shall end sixty (60) days thereafter.

2.3 The method of payment shall be according to the Conditions Precedent to City's Disbursements as described in **Attachment B-2**. The City shall not be obligated or required to make any disbursements if Contractor is in breach of this Contract.

2.4 Any unused or residual funds remaining at the termination of this Contract or after completion of the Services, 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 Contractor, then such funds are to be due and payable to the City on the date of the termination and shall be returned by Contractor to the City no later than thirty (30) days thereafter. If Contractor 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 Contractor by the City in error) or any applicable federal, state, or local law, rule, regulation, or policy, then Contractor shall, upon receipt of notice from the City, immediately refund and return all such funds to the City without demand or further notice. Contractor 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 funds provided hereunder were improperly spent.

2.5 In addition to the provisions of Section 2.4 above, upon termination of this Contract, Contractor shall transfer to the City any funds on hand at the time of termination and any accounts receivable attributable to the use of the funds.

2.6 Contractor acknowledges and agrees that it shall expend funds solely for the Services as specified in this Contract.

ARTICLE III
(Performance Schedule)

3.1 Contractor and the City have jointly established the schedule provided in **Attachment A** as the performance schedule for the Services (the "**Performance Schedule**"). Contractor shall timely perform its obligations in the Performance Schedule. The Performance Schedule shall not be modified without the prior written consent of the City (which may be withheld in its sole discretion).

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ARTICLE IV
(Disbursements)

4.1 Provided Contractor has fully and properly performed all obligations of Contractor, the City will make disbursements (each a "**Disbursement**" and collectively, the "**Disbursements**") to Contractor for the Services, up to the maximum amount of the funds. However, in no event shall the City be obligated to make disbursements of the funds more than the verified Services costs. Nothing contained in this Contract constitutes or creates any duty on or warranty by the City regarding (a) the accuracy or reasonableness of Contractor's response to the RFP; (b) the feasibility or quality of the contracts entered into by Contractor for performance of the Services, if any; (c) the proper application by Contractor of the funds; (d) the quality of the Services; or (e) the competence or qualifications of any third party furnishing services in connection with this Contract.

4.2 If, prior to any Disbursement, for any reason, the City determines in its sole and absolute discretion that the actual cost to complete the Services exceeds the amount of the funds then not disbursed, the City may require Contractor to fund the costs of the Services without any further Disbursements from the City until the deficiency no longer exists. At the City's option, no Disbursements will be made until Contractor has fully complied with this requirement. The City shall not be liable to any contractors or subcontractors of Contractor for payment on any contract or subcontract, and all contractors and subcontractors shall look solely to Contractor for payment.

4.3 Contractor shall submit disbursement requests to the City no more frequently than monthly for work performed since the prior disbursement request. Each disbursement request shall constitute a representation by Contractor to the City that: (a) the assistance provided to recipients conforms with all applicable rules and regulation of the public authorities having jurisdiction, (b) the value of the assistance is as stated, (c) payment for the items described in the disbursement request has been made (or, at the option of the City, will be made by the City directly to the provider of the service), (d) the disbursement request is consistent with the terms of this Contract, and (e) no event of default or event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred and is continuing.

4.4 The Disbursement Request Forms are attached as **Attachments C-1 and C-2**. In each disbursement request, Contractor shall certify and describe in detail reasonably acceptable to City (a) the Services provided including the individuals served, and (b) the amount Contractor is seeking. Contractor shall attach to each Disbursement Request Form such invoices, receipts, cancelled checks (or evidence that payment has cleared Contractor's banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by Contractor and were expended on and pertain to the Services. Failure by Contractor to provide the City with the required documentation to receive payment under this Contract shall result in a denial of Contractor's disbursement request and shall constitute a material breach of this Contract.

4.5 The City shall have no obligation to make any Disbursement (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such Disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default has occurred and is continuing. Nothing contained in this Contract shall constitute or create any warranty by the City regarding the proper application by Contractor of the proceeds, and the City's disbursement of funds shall not estop the City from seeking return of unspent or misspent funds as provided elsewhere in this Contract.

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4.6 Nothing contained in this Contract, or any other document attached hereto or contemplated hereby, shall constitute or create any duty on or warranty by the City regarding (a) the accuracy or reasonableness of a Disbursement Request, (b) the proper application by Contractor of the funds, (c) the quality of the Services, or (d) the competence or qualifications of any third party furnishing services, labor, or materials in connection with the Services. Contractor acknowledges that it has not relied and will not rely upon any experience, awareness, or expertise of the City regarding these matters.

ARTICLE V
(Term and Termination)

5.1 The term of this Contract shall commence on the Effective Date and **shall expire on the Termination Date**, unless terminated sooner with or without cause, by either party giving thirty (30) days' prior written notice of the termination as provided herein. The City may renew this agreement for up to two (2) additional one (1) year terms in accordance with the RFP.

5.2 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 Contractor 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 Contractor:

(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;

(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;

(vi) if any corporate action shall be taken by Contractor for any purpose of effecting any of the foregoing; or

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(vii) 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 Contractor under any other agreement or transaction between Contractor and the City.

5.3 If the City terminates this Contract due to an event of default by Contractor, 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 Contractor of a default is not a waiver by the City of the default or of any future default of Contractor.

5.4 Termination shall be effective at the close of business on the 30th day after date of notice without the necessity of any further notice to Contractor 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, Contractor shall:

(a) Cease working under this Contract;

(b) Place no further orders or subcontracts related to the performance of the Services;

(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.

5.5 If Contractor should materially fail to comply with any term of this Contract, then the City may terminate this Contract and shall reimburse Contractor, subject to the requirements for reimbursement in this Contract, for eligible, necessary, and reasonable payments made by Contractor up to the date of the termination only.

ARTICLE VI
(Financial Reporting and Auditing)

6.1 Upon execution of this Contract, Contractor shall simultaneously provide to the City at least one (1) copy of Contractor's most recent audited financial statements. In addition, on or before one hundred twenty (120) days following the close of Contractor's fiscal year in each year during the term of this Contract, Contractor shall provide to the City at least one (1) copy of Contractor's audited financial statements for that fiscal year. If Contractor fails to timely submit any duly audited financial statements, the City may, at its sole election, suspend Disbursements until receipt of the duly audited financial statement.

6.2 During the term of this Contract, Contractor shall provide a report of the use of the funds in the delivery of the Services. This report shall be certified by a person in a senior management position with Contractor. The report shall include information on the amounts paid for all units of services. The report shall be submitted within one hundred twenty (120) days following

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the close of Contractor's fiscal year and annually thereafter during the term of this Contract and at the expiration or termination of this Contract.

6.3 Contractor shall: (a) throughout the term of this Contract and for a period of five (5) years after the expiration or termination of this Contract, maintain and retain all books, records, papers, and other documentation or evidence in its possession or the possession of any parent organization or subsidiary, pertaining to costs or expenses of delivering the Services; and (b) at all reasonable times during the term of this Contract and for a period of five (5) years after the expiration or termination of this Contract, make available to the City and permit the City to examine, inspect, copy, and have access to, those books, records, papers, and other documentation or evidence.

6.4 Contractor shall not use any portion of the funds to pay for any costs or expenses associated with the reporting requirements of this Contract, financial or otherwise.

ARTICLE VII
(Reporting)

7.1 Contractor shall provide the City with a monthly status report using the form provided in **Attachment D**, which the City may modify at any time during the term of this Contract, showing all activities, including a narrative summary of progress and a financial statement showing all expenditures appropriate to the Services. The monthly status report shall include the number of clients served by Contractor based on the program income limits provided in **Attachment E**. All expenditure of funds shall be made on a unit of service basis or as set forth in the attachments. The report shall be due on the tenth (10th) day of each month and shall continue until all information concerning the expenditure of the funds and the Services has been received by the City. This requirement survives the expiration or termination of this Contract.

7.2 Contractor's failure to submit reports or to submit complete reports is grounds for the City to withhold further payments to Contractor or for termination of this Contract.

7.3 Contractor shall provide the City with additional information regarding the Services as may be requested by the City from time to time.

ARTICLE VIII
(Insurance; Indemnification)

8.1 Contractor is an independent contractor, and not an employee, agent, partner, joint venturer, representative, or associate of the City, conducting the services required by this Contract. Contractor is solely responsible for the means, methods, techniques, sequences, and procedures used in its performance of this Contract.

8.2 Contractor shall hold harmless and indemnify the City in accordance with the terms and conditions set forth in **Attachment F**.

8.3 Without limiting its liability under this Contract and prior to commencement of any work, Contractor 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 G**.

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ARTICLE IX
(Representations and Warranties by Contractor)

9.1 Without limiting the representations, warranties, and covenants of Contractor set forth elsewhere in this Contract, as a material inducement for the City to enter into this Contract, Contractor 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) Contractor is a Florida not-for-profit corporation authorized to conduct business and is in good standing in the State of Florida. Contractor has full power and authority to execute and deliver this Contract and all documents contemplated by this Contract, and to perform its contractual obligations. Contractor's entering into this Contract will not conflict with or result in a breach of any other agreement in which Contractor is a party. The individual signing this Contract on behalf of Contractor has full power and authority to do so, and Contractor shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence that authority.

(b) Contractor 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 Contractor have been duly authorized and approved by Contractor'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 Contractor, 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 Contractor, any judgment, order, decree, writ, or injunction to which Contractor is bound, or any provision of any applicable law or regulation to which Contractor is bound.

(f) Contractor and each of its subcontractors, and other persons performing services relating to the Services 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 perform the Services. Contractor shall promptly deliver to the City, upon request, all documents reasonably requested by the City to evidence such licenses, permits, and authorizations.

(g) Contractor 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) Contractor 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, or fee to such broker, finder, or other similar third party.

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

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

(l) Contractor 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 Contractor and incurred after Contractor took ownership of the real property.

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

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

ARTICLE X
(Other Covenants)

10.1 Contractor shall complete the Services **no later than the Termination Date**. Completion of the Services shall have occurred only when Contractor shall furnish to the City a completion report or its equivalent (if available in the jurisdiction) as required to establish to the City's satisfaction that the Services have been properly completed and the funds have been fully disbursed in accordance with this Contract. The City's acceptance of the completion report shall not stop the City from seeking return of unspent or misspent funds as provided elsewhere in this Contract.

10.2 All contract services shall be performed strictly in accordance with all governing laws, statutes, ordinances, codes, regulations, and restrictions.

10.3 If Contractor defaults on this Contract, the City shall be entitled to, and Contractor shall be required to repay to the City, a sum up to the amount of the then-disbursed funds.

10.4 Contractor shall ensure the Services meet and are compliant with all governing federal, state, and local affordable housing requirements, as currently in effect and as may be amended from time to time.

10.5 During the term of this Contract, Contractor shall permit the City's Chief of the Housing and Community Development Division or other City designated personnel, to monitor compliance by Contractor with the provisions of this Contract. During the term of this Contract, during normal business hours and with prior notice to Contractor, representatives of the City shall have the right of access to Contractor's records and employees, as they relate to the Services. This paragraph is in addition to any other records maintenance and retention requirements of this Contract.

10.6 Except as otherwise expressly provided herein, Contractor has discretion and control, free from interference, interruption, or disturbance, in all matters relating to the

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management, development, and operation of the Services in compliance with the terms and conditions of this Contract and all governing federal, state, and local laws, rules, regulations, and policies (including without limitation, applicable zoning, subdivision, building, and fire codes). Contractor's discretion, control, and authority with respect to its performance of this Contract includes, without limitation, the following matters:

(a) the implementation of the Services;

(b) the negotiation and execution of contracts, agreements, and other documents with third parties, in form and substance satisfactory to Contractor; and

(c) the preparation of budgets, cost estimates, financial projections, statements, information, and reports as Contractor deems appropriate.

ARTICLE XI
(Miscellaneous)

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

11.2 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, 7TH Floor
Jacksonville, Florida 32202
Attention: Chief

To Contractor:
Jacksonville Area Legal Aid, Inc.
126 West Adams Street
Jacksonville, Florida 32202
Attention: Executive Director

11.3 TIME IS OF THE ESSENCE in the performance of the obligations created by this Contract. If performance falls on a Saturday, Sunday, or state legal holiday, the date for performance shall be the next day that is not a Saturday, Sunday, or state legal holiday. Saturdays, Sundays, and state legal holidays shall not be considered business days.

11.4 No waiver of any provision 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

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as to any default shall not constitute a waiver of the default or any other default or any related rights or remedies.

11.5 Except with respect to rights and remedies expressly declared to be exclusive in this Contract, 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.

11.6 Except as expressly provided to the contrary in this Contract, if any of the provisions of this Contract are unenforceable, the enforceability of the remaining provisions of this Contract shall not be affected, unless the unenforceable provisions contain material terms of the transaction.

11.7 The rights and obligations of the parties under the provisions of this Contract inure to the benefit of and are 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 the provisions of this Contract.

11.8 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.

11.9 As required by Section 126, Part 4, *Jacksonville Ordinance Code*, and directives from the City administration, Contractor has adopted and will maintain a policy of nondiscrimination or nonharassment 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. Contractor 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, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Contract. If any of the obligations of this Contract are to be performed by a subcontractor or third-party service provider, 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.

11.10 Contractor 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.

11.11 Unless otherwise expressly provided in this Contract, if a conflict exists between any provisions of this Contract and any exhibit attached to or referenced in this Contract, the provisions of this Contract shall govern to the extent of such conflict. The parties agree that they have had meaningful input into the terms and conditions of this Contract. Contractor acknowledges that it has had ample time to review this Contract and related documents with counsel of its choice.

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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.

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

11.13 The parties shall follow the provisions of Section 126.112, *Jacksonville Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same. No person who is an employee, agent, consultant, officer, or elected or appointed official of the City, or of any designated public agencies, or contractors or subcontractors receiving funds or who exercise or have exercised any functions or responsibilities with respect to SHIP Program activities or who are in a position to participate in a decision making process or gain inside information with regard to their activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect to the activity, or the proceeds from an agreement, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. In addition, in the procurement of labor, supplies, equipment, and services by Contractor or by any contractor, subcontractor, or other persons working on the Services, the conflict-of-interest provisions of any applicable federal, state, or local law, rule, regulation, or policy shall be adhered to by the participants.

11.14 All representations, warranties, indemnities, and other covenants by Contractor in this Contract are continuing in nature and shall survive the expiration or early termination of this Contract.

11.15 Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and policies as the same exist and as amended from time to time, including, but not limited to, Chapter 119, *Florida Statutes* (Public Records Law), specifically the provisions of Section 119.0701(b), *Florida Statutes*, and Section 286.011, *Florida Statutes* (Florida Sunshine Law). If any of the obligations of this Contract are to be performed by a subcontractor of Contractor, Contractor shall incorporate the provisions of this section into and shall become a part of the subcontract.

11.16 In accordance with Section 119.0701, *Florida Statutes*, Contractor shall: (a) keep and maintain public records required by the City to perform the Services; (b) upon request from City's custodian of public records, provide the City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, *Florida Statutes*, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to the City; and (d) upon completion of this Contract, transfer to the City at no cost all public records in possession of Contractor or keep and maintain public records required by the City to perform the Services. If Contractor transfers all public records to the City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the City's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER

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119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO CONTRACTOR'S WORK UNDER THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

11.17 Contractor has received, reviewed, understands, is familiar with, and will comply with the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Jacksonville Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Jacksonville Ordinance Code*.

11.18 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 submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of Twenty Five Thousand Dollars ($25,000.00) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

11.19 The rights and obligations of this Contract may not be assigned, in whole or part, by either party without the prior written approval of the other party.

11.20 Prompt Payment to Subcontractors and Suppliers:

(a) Nothing in this Contract shall prohibit Contractor from disputing all or any portion of a payment alleged to be due to its contractors, subcontractors, or suppliers. If a dispute arises, Contractor may withhold the disputed portion of the payment only after Contractor has provided notice to the City and to the contractor, subcontractor, or supplier whose payment is in dispute. The 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 contractor, subcontractor, or supplier within ten (10) calendar days after Contractor's receipt of payment from the City. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

(b) Contractor shall pay all contracts awarded including those to certified Jacksonville Small and Emerging Businesses ("**JSEBs**") as those entities are defined in Chapter 126, *Jacksonville Ordinance Code*, their pro-rata earnings, less any retainage, from the progress payments made by the City within seven (7) business days after Contractor's receipt of payment from the City. The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the contractor or certified JSEB at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall include with its requisition for payment, documentation that sufficiently demonstrates Contractor has made proper payments to its contractors and certified JSEBs from all prior payments Contractor has received from the City. Contractor shall not unreasonably withhold payments to its contractors or certified JSEBs if Contractor received payment. If Contractor disputes payment to its contractors or certified JSEBs, the procedures of subsection (a) above shall be followed. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the contractor or JSEB within seven (7) business days is a breach of this Contract, compensable at one percent (1%) of the outstanding invoice being

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withheld by Contractor. Continued failure to adhere to these provisions for payments to contractors, JSEBs may be cause for termination of this Contract.

(c) The prompt payment requirements imposed by this Contract do not create any contractual relationship or obligation between the City and any contractor, subcontractor, supplier, JSEB, or any third party, and the City has no liability for Contractor's failure to make timely payments. However, Contractor's failure to comply with the prompt payment requirements constitutes a material breach of its contractual obligations to the City. As a result of the breach, the City, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks, and (ii) charge Contractor a two-tenths percent (0.2%) daily late payment interest charge or other charges specified in Chapter 126, *Jacksonville Ordinance Code*, for JSEBs and Chapter 218, *Florida Statutes*, for non-JSEBs, whichever is greater.

11.21 Pursuant to Section 287.135(2), *Florida Statutes*, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Recipient is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor:

(1) Is on 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*; or

(2) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(a)4, *Florida Statutes*, the City may terminate this Contract at the City's option if the Contract is for goods or services in an amount of one million dollars or more and Contractor:

(1) Is found to have submitted a false certification under Section 287.135(5), *Florida Statutes*;

(2) Has been placed on 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*; and

(3) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(b), *Florida Statutes*, the City may terminate this Contract at the City's option if the Contract is for goods and services of any amount and Contractor:

(1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or

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(2) Is engaged in a boycott of Israel.

11.22. Contractor shall annually attend all training workshops relating to the subject matter of this Contract as reasonably required by the City.

11.23 This Contract may be executed electronically and in any number of counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

11.24 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 the parties with respect to its subject matter.

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IN WITNESS WHEREOF, the parties have executed this Contract the day and year first above written.

JACKSONVILLE AREA LEGAL AID, INC.,
a Florida not-for-profit corporation

By: _____
James A. Kowalski, Jr.
Executive Director

DATED: 18 OCT 2023

CONTRACTOR INFORMATION

Name: Jacksonville Area Legal Aid, Inc.
Contact: James A. Kowalski, Jr., Esquire
Telephone: (904) 356-8371
E-Mail: jim.kowalski@jaxlegalaid.org
Federal Tax Identification Number: 132-3030229

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

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ATTEST:

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

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

By: _____
Donna Deegan
Mayor

DATED: 11/3/23

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Encumbrance and funding information for internal City use:

Amount: **$215,500.00**

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

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

_____
Director of Finance
City Contract #: 70513-23
POA No. POA-70513-23

FORM APPROVED:

By: _____
Office of General Counsel

G:\Finance & Compliance\Legal\Contracts\OGC Final Approved\2023\2023 SHIP Contract (Resolution of Heirs Property Issues) – JALA-FINAL.doc

GC-#1594324-v2-Jacksonville_Area_Legal_Aid_Inc_(JALA)_2023_Resolutions_of_Heirs_Property_Issues_Services_Contract_(SHIP)_-_OGC_Approved.docx

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LIST OF CONTRACT ATTACHMENTS

Attachment A	Scope of Services and Deliverables, Terms and Conditions and Performance Schedule
Attachment B-1	Schedule of Administrative Rates
Attachment B-2	Conditions Precedent for Disbursements
Attachment C-1	Disbursement Request Form
Attachment C-2	Disbursement Request Form (Level II Disbursements)
Attachment D	Monthly Status Report
Attachment E	Program Income Limits
Attachment F	Indemnification
Attachment G	Insurance

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ATTACHMENT A
Scope of Services and Deliverables
Terms & Conditions
Performance Schedule

SCOPE OF SERVICES AND DELIVERABLES

City funds provided pursuant to this Contract will be used to

A. Provide probate legal assistance to eligible heirs (property owners) to clear the title so they can take advantage of property rights such as obtaining homeowner's insurance, property tax homestead exemption, and the ability to obtain repairs or rehabilitation. Services shall include, but are not limited to the following:

1. Filing the petition for probate.
2. Closing the claims period and paying claims on behalf of the homeowner.
3. Assisting with quit claim deeds.
4. Identifying and disbursing funds for tax arrears.
5. Estate planning and related services.

B. Work with legal entities to provide greater community knowledge of estate planning and the probate process.

A. Invoicing and Payment

1. Unless otherwise specified in this contract, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The City may require any other information from Contractor that it deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. The City does not pay service charges, interest or late fees unless required by law.

2. The City's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

B. Performance Schedule. Contractor and the City have jointly established the following performance schedule for the Services (the "**Performance Schedule**"). Contractor shall timely perform its obligations pursuant to the Performance Schedule. The Performance Schedule shall not be modified without the prior written consent of the City (which may be withheld in its sole discretion).

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PERFORMANCE SCHEDULE

Twelve (12) Months from the Contract Effective Date	Expenditure of **One-Half (1/2)** of the approved agency funding amount and provision of Level I-A services to **Thirty-Eight (38) clients**, Level I-B services to **Nineteen (19) clients**, an estimated (contingent on client need) **$37,750.00** in Level II assistance disbursed to clients, and Level III services to **Two (2) clients**.
Contract Term Date	Expenditure of the **total** approved agency funding amount and provision of Level I-A services to **Seventy-Five (75) clients**, Level I-B services to **Thirty-Eight (38) clients**, an estimated (contingent on client need) **$75,500.00** in Level II assistance disbursed to clients, and Level III services to **Five (5) clients**.

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SCHEDULE OF ADMINISTRATIVE RATES

1. **LEVEL I – LEGAL SERVICES (Fixed Rate per Case)**

   A. **Full Legal Representation** – Probate legal assistance to eligible heirs (property owners) to clear title.

   Level I-A – (75 clients) x ($1,600.00 per case) = total service cost: $120,000.00

   B. **Estate Planning, Deed Creation** – Draft deeds for Jacksonville residents such as enhanced life estate deeds, deeds for joint tenancy with rights of survivorship, or deeds correcting title issues for estate planning purposes.

   Level I-B – (38 clients) x ($500.00 per deed) = total service cost: $ 19,000.00

2. **LEVEL II – VARIABLE CLIENT EXPENSE** – Reimbursement and payment of expenses the client and vendor encounter through the Level I services provided. These expenses include but are not limited to the following:

   A. **Back Property Taxes**
   B. **Title Searches**
   C. **Court Costs**
   D. **Creditor Claims**
   E. **Death Certificates**
   F. **Recording Fees**
   G. **Client Transportation**

   Level II – variable direct client expenses = total estimated cost: $ 75,500.00

3. **LEVEL III – COMMUNITY OUTREACH AND EDUCATION OR ADVICE** – Provide community outreach and education or individualized legal advice to potential clients about estate planning, the probate process, and/or homeownership counseling to help identify and refer residents to legal services.

   Level III – (5 clients) x ($200.00 per client) = total service cost: $ 1,000.00

Total maximum grant reimbursement = $215,500.00

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CONDITIONS PRECEDENT TO CITY'S DISBURSEMENTS

I. METHOD OF PAYMENT

A. Reimbursement

Unless otherwise stated, all Contract funds will be released on a reimbursement basis. The Disbursement Request form set forth above may be submitted no more than monthly and Contractor may not request disbursement until such time as there is a need for reimbursement of eligible costs. 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 cash request from submission of the request to availability of a check is **approximately ten to fifteen working days.**

The City's obligation to fund Disbursements to Contractor for the Services shall be limited to expenses incurred by Contractor **on or before the Termination Date**, and the City's obligation to fund Disbursements to Contractor for the Services shall end **sixty (60) days thereafter**.

B. Required Documentation

Prior to any disbursement request, Contractor must provide reports from a digital client management software. The City shall review and approve these reports to ensure they address the reporting needs. Upon each Disbursement Request, Contractor shall provide to the City a report in the form and substance acceptable to the City, providing a detailed client roster using the format of the client management software. Each report shall be signed and certified as true, correct, and complete, as of the date thereof, by the President of Contractor and shall constitute a warranty by Contractor to the City as to the contents of the report. If requested by the City, Contractor shall use the above referenced forms with templates provided by the City for each report. The City shall be permitted to modify the form at any time during the term of this Contract. Contractor shall provide the City with additional information as needed or requested by City. If Contractor fails to timely submit any requested report, the City may, at its sole election, suspend disbursements until receipt of the duly completed and certified reports.

II. ADDITIONAL PROVISIONS

A. Requests for Disbursement. For each request for a disbursement, Contractor shall submit to the City a completed written disbursement request (each, a "**Disbursement Request**"). (*See* **Attachment C-1 and C-2**). Contractor shall attach to each Disbursement Request such invoices, receipts and other documents required by City evidencing that the costs and expenses were actually incurred and paid for by Contractor and were expended on an authorized public service activity.

B. General Disbursement Conditions. The City shall have no obligation to make any disbursement (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred or is continuing.

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Contractor shall provide a detailed summary of Services corresponding to the **Attachment B-1** and provide client and corresponding number of hours spent reviewing the client's case. Contractor shall also provide information necessary to verity income if income is at or below 140% of the Area Median Income. The report must be produced by an approved digital client management software and detail all disbursements requested on the Disbursement Request Forms (**Attachments C-1** and **C-2**).

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ATTACHMENT C-1
Disbursement Request Form

DISBURSEMENT REQUEST FORM
(Resolution of Heir's Property Issues)

Name: Jacksonville Area Legal Aid, Inc.
Address: 126 West Adams Street
Jacksonville, Florida 32202
Phone #: (904) 356-8371
Tax ID No. 59-0696291

Request No. _____
Contract No. _____

Date Submitted: _____

1.	Contract Administrative (Level I) Funds disbursed to date:	$ 0.00
2.	Contract Administrative (Level II) Funds disbursed to date:	$ 0.00
3.	Contract Administrative (Level III) Funds disbursed to date:	$ 0.00
4.	Total Amount disbursed to date (equals (#1 + #2 + #3):	$ 0.00
5.	Contract Funds available to date (Total Award minus #4):	$ 0.00
6.	Contract Funds previously requested but not yet received:	$ 0.00
7.	Contract Administrative (Level I) Funds request:	$ _____
8.	Contract Administrative (Level III) Funds request:	$ _____
9.	Total Amount of this request (equals (#7 + #8):	$ _____

For Level II Disbursements, please use Disbursement Request #2 (See Attachment C-2).

COMMENTS: _____

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

_____ Signature

_____ Date

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ATTACHMENT C-2
Disbursement Request Form
(Level II Disbursements)

DISBURSEMENT REQUEST FORM
(Level II Disbursements – Variable Client Expenses)

Name: Jacksonville Area Legal Aid, Inc.
Address: 126 West Adams Street
Jacksonville, Florida 32202
Phone #: (904) 356-8371
Tax ID No. 59-0696291

Request No. _____
Contract No. _____

Date Submitted:_____

Name of Individual(s) Receiving **Resolution of Heir's Property** Assistance: _____

_____

Address of Individual(s) Receiving **Resolution of Heir's Property** Assistance: _____

_____

For Direct Disbursement for Back Taxes Please Submit the Following:

1. Full Tax Bill Showing All Years of Taxes Owed.
2. Client Income Certification Form
3. Heir's Property Resolution summary and Client Summary. (Quiet Title Final Judgements, Court Docket Information, Client Intake Information Etc.)

Total Amount of Request for Back Taxes Owed: $_____

For Reimbursement of Client Expenses Please Submit the Following:

1. Invoice or Statement of Expense
2. Proof of Payment (Cleared Check, Credit/Debit Card Statement, Paid Receipt, Etc.)
3. Client Income Certification Form
4. Heir's Property Resolution summary and Client Summary. (Quiet Title Final Judgements, Court Docket Information, Client Intake Information Etc.)

Total Amount for Reimbursement of Client Expenses Requested: $_____

Note – Separate requests should be made for Direct Disbursement for Back Taxes and Reimbursement of Client Expenses per client.

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

_____ Signature

_____ Date

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

ATTACHMENT D
Monthly Status Report

MONTHLY STATUS REPORT

To: Housing & Community Development Division
214 North Hogan Street, 7TH Floor
Jacksonville, Florida 32202

Contract No. _____
Report No. _____
Report Date. _____

Reporting Period: From _____ to _____

PROGRESS REPORT: Describe progress to-date:

2. Total Number of clients serviced during this reporting period: _____

3. Number of clients serviced based on each income level (according to the Program Income Limits chart in **Attachment E**):

	Current Month	**Year to Date**
Up to 50% of Area Median Income		
50% to 80% of Area Median Income		
80% to 120% of Area Median Income		
120% to 140% of Area Median Income		

4. Number of clients serviced based on ethnicity (*data is for statistical information purposes only*):

	Current Month	**Year to Date**
Caucasian (white)		
African American (non-Hispanic)		
Hispanic		
Asian		
Other		

5. Units of service:

Number of Units Current Month	**Number of Units Year to Date**	**Unduplicated Clients Current Month**	**Unduplicated Clients Year to Date**

I hereby certify that: 1) no client represented above has already or plans to (within our purview) benefit financially from the Services; 2) that each client represents an eligible unduplicated individual; and 3) that to the best of my knowledge the data reported herein is correct.

Signed: _____ Date: _____
Title: _____
Agency Name: **Jacksonville Area Legal Aid, Inc.**

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

ATTACHMENT E
Program Income Limits
(as may be updated and amended from time to time)

FY 2023 PROGRAM INCOME LIMITS SUMMARY
MEDIAN FAMILY INCOME (MFI): $93,300.00
(as may be updated and amended from time to time)

Household Size	30% of Median	50% of Median	80% of Median	120% of Median	140% of Median
1	$18,600	$31,000	$49,600	$74,400	$86,800
2	$21,250	$35,400	$56,650	$84,960	$99,120
3	$24,860	$39,850	$63,750	$95,640	$111,580
4	$30,000	$44,250	$70,800	$106,200	$123,900
5	$35,140	$47,800	$76,500	$114,720	$133,840
6	$40,280	$51,350	$82,150	$123,240	$143,780
7	$45,420	$54,900	$87,800	$131,760	$153,720
8	$50,560	$58,450	$93,500	$140,280	$163,660

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9

ATTACHMENT F
Indemnification

Contractor (the "**Indemnifying Party**") shall hold harmless, indemnify, and defend the City of Jacksonville and the 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 Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's 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 provided under this Contract (the "Service(s)"), any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Contract, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its 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 Sections 725.06 or 725.08, *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, *Florida Statutes* will be modified to comply with said statutes.

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ATTACHMENT G
Insurance

Without limiting its liability under this Contract, Contractor 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 Contractor 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	
Workers' Compensation	Florida Statutory Coverage	
Employer's Liability	$100,000	Each Accident
	$500,000	Disease Policy Limit
	$100,000	Each Employee/Disease

Such insurance shall cover Contractor (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 Contract)

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).

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Professional Liability $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. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage 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.

Cyber Liability & Data Storage $1,000,000 Per Claim and Aggregate

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Multi Media Liability
- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Additional Insurance Provisions

A. Certificates of Insurance. Contractor shall deliver to the City Certificates of Insurance that show the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

B. Additional Insured. All insurance except Worker's Compensation, Professional Liability, AD&D and Crime (if required) shall be endorsed to name the City of Jacksonville and the 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, if products and completed operations is required, CG2037, Automobile Liability CA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. Contractor's Insurance Primary. The insurance provided by Contractor 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.

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F. 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 Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

G. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its 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.

H. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

I. Notice. Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then Contractor, as applicable, shall provide a thirty (30) day 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 Contractor 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 Agreement, Contractor shall present this Contract and **Attachments F and G** to its insurance agent affirming that: 1) the agent has personally reviewed the insurance requirements of the Contract, and (2) the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

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REVISED SCHEDULE OF ADMINISTRATIVE RATES

1. **Level I – LEGAL SERVICES (Fixed Rate per Case)**

   A. **Full Legal Representation –** Probate legal assistance to eligible heirs (property owners) to clear title.

Original Level I-A – (75 clients) x ($1,600 per case) = total service cost	**$120,000.00**
Requested Budget Adjustment:	**+$36,000.00**
New Budget Amount:	**$156,000.00**
Revised Rates Request Level I-A – (60 clients) x ($2,000 per case) =	**$120,000.00**

Total Level I-A Services = $276,000.00

   B. **Estate Planning, Deed Creation –** Draft deeds for Jacksonville residents such as enhanced life estate deeds, deeds for joint tenancy with rights of survivorship, or deeds correcting title issues for estate planning purposes.

Original Level I-B – (38 clients) x ($500.00 per deed) = total service cost	**$19,000.00**
Requested Budget Adjustment:	**+$13,000.00**
New Budget Amount:	**$32,000.00**
Revised Rates Request Level I-B – (24 clients) x ($800 per deed) =	**$19,000.00**

Total Level I-B Services = $51,000.00

2. **LEVEL II – VARIABLE CLIENT EXPENSE** – Reimbursement and payment of expenses the client and vendor encounter through the Level I services provided. These expenses include but are not limited to the following:

   A. **Back Property Taxes**
   B. **Title Searches**
   C. **Court Costs**
   D. **Creditor Claims**
   E. **Death Certificates**
   F. **Publication Fees**
   G. **Recording Fees**

Level II – Allocation for variable client Expense	**$75,500.00**
Requested Budget Adjustment:	**($49,000.00)**
New Budget Amount:	**$26,5,000.00**
New Amount Requested Through Amendment:	**$75,500.00**

Total Level II Services = $102,000.00

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3. **LEVEL III – COMMUNITY OUTREACH AND EDUCATION OR ADVICE** – Provide community outreach and education of individualized legal advice to potential clients about estate planning, the probate process, and/or homeownership counseling to help identify and refer residents to legal services.

Level III – (5 clients served) x ($200.00) = total service cost	**$1,000.00**
New Amount Requested Through Amendment:	**$1,000.00**

Total Level III Services = $2,000.00

ORIGINAL CONTRACT AMOUNT: $215,500.00

SECOND AMENDMENT CONTRACT AMOUNT REQUEST: $215,500.00

NEW TOTAL NOT EXCEED CONTRACT AMOUNT: $431,000.00

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Docusign Envelope ID: AE558C00-8882-4BA1-BAA9-BBFBD203C46D

A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Neighborhoods Department
Housing Community Development Division
214 N. Hogan Street, 7th Floor
Jacksonville, Florida 32202
(904) 255-8200
www.coj.net

MEMORANDUM

DATE: **April 14, 2025**

TO: **Dustin L. Freeman, Chief, Procurement Division**
Finance and Administration Department

THRU: **Travis Jeffrey**
Chief, Housing & Community Development Division

FROM: **Robert Ownby, Property Administrator**
Housing & Community Development Division

RE: **Resolution of Heir's Property Issues Services ESC-0348-23 – Additional Funding Request**

The Housing & Community Development Division is under contract with two agencies that facilitate the Resolution of Heir's Property Issues Program through Procurement Award # ESC-0348-23. At this time, we are requesting to exercise the first of two contract renewal options as stated in 5.1 of the contracts:

1. Jacksonville Area Legal Aid (JALA) – Contract Number: 70513-23
   - In addition to the contract extension, we are also requesting additional contract funding to JALA in the amount of $215,500.00 with a total not to exceed contract amount of $431,000.00. This request also includes a budget adjustment to move funds from Level II into Level I and an increase to the administrative rates to more accurately reflect the cost of conducting the program. The revised administrative rates are herein attached.
2. Local Initiatives Support Corporation (LISC) – Contract Number: 70545-23
   - Similar to JALA, we are also requesting additional contract funding to LISC in the amount of $184,500.00 with a total not to exceed contract amount of $369,000.00. This request also includes increasing the administrative rates to more accurately reflect the cost of conducting the program. The revised administrative rates are herein attached.

The Accounting Code for this funding: **11701.174106.583040.010758.00000000.00000.0000000**

I appreciate your time and consideration in your review of this request. Please let me know if you have any questions or need further documentation. I may be reached at 255-8283 or ROwnby@coj.net.

Authority: [2023-0335-E]

Docusign Envelope ID: F6EF7B3F-3763-4082-BFAF-83571B67F1F9
Docusign Envelope ID: AE558C00-8882-4BA1-BAA9-BBFBD203C46D

JACKSONVILLE AREA
Legal Aid

126 W. Adams Street
Jacksonville, FL 32202

Phone 904-356-8371
Fax 904-356-8285
www.jaxlegalaid.org

April 9, 2025

Robert Ownby
Housing Property Administrator
City of Jacksonville/Neighborhoods Department
214 North Hogan Street, 7th floor
Jacksonville, Florida 32202

Re: Request for Renewal of Services Contract 70513-23, Resolution of Heirs' Property Issues Program

Dear Robert:

We are submitting a request to extend the contract for the Jacksonville Area Legal Aid, Inc. (JALA) Heirs' Property Resolution Program for another year, pursuant to section 5.1 of the contract, at the same total amount of $215,500. In addition to the extension, we are seeking two revisions:

(1) We would like to move $49,000 from Level II to Level I-A ($36,000) and Level II-B ($13,000). During the first two years, there has been a notable increase in the number of heirs receiving services under the contract. If this upward trend continues, there is a possibility that the funding allocated for providing Level I-A services under this contract may be depleted before its expiration. At the same time, the Level II variable direct client expenses have been below the initial projection.

(2) We would also like to increase the Level I-A and Level I-B reimbursement rates to better reflect our actual costs in providing these services. Due to changes in how probate cases are generally handled by the court, and the surfacing of more complex cases that are taking more time, more hours are typically required to reach final disposition. Based on a thorough examination of actual expenses, we are proposing the following adjustments:

- Level I-A increase to $2,000 from $1,600
  [$120,00 original allotment + $36,000 additional allotment = $156,000; $156,000/$2,000 = 78 probates]

- Level I-B increase to $800 from $500
  [$19,000 original allotment + $13,000 additional allotment = $32,000; $32,000/$800 = 40 deeds]

Thank you for your consideration.

Sincerely,

James A. Kowalski Jr.
President and CEO