SINGLE SOURCE AWARD **BID # SS-13733-23**

Subject: FY2023 Bob Hayes Invitational Track Meet

Department: Parks, Recreation and Community Services Department, Office of Special Events

Description of Purchase:
Recommend approval of Single Source Award to Bob Hayes Invitational Track Meet, Inc. for management and promotion of the 2023 Bob Hayes Invitational Track Meet. The organization promotes amateur athletics and education through the hosting of an annual high school invitational track and field and related activities. Period of service will be from date of award through September 30, 2023. The requested total expenditure not to exceed $184,875.00.

Funding Source: 00113.133101.582001.000000.00001339.00000.0000000, to be executed by formal contract through Office of General Counsel and process by purchase order(s).

Single Source Award To: Bob Hayes Invitational Track Meet, Inc.

Price Justification: See Attached

Total Award: $184,875.00 **Requisition #** PRSP-500150-23

Attachments: Agency Memo; Single Source Form; Draft Contract

Certification as to Single Source: Daryl T. Joseph, Director, Parks, Recreation and Community Services Department

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

ANALYST: Ruben Ola

Dustin Freeman, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE
"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY

DATE: _____

APPROVED_____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-114, Revised 12/2007

City of Jacksonville, Florida

Daryl T. Joseph, Director

Parks, Recreation and Community Services Department
214 N Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 255-7903
www.coj.net

ONE CITY. ONE JACKSONVILLE.

January 9, 2023

To: Greg Pease, Chief
Procurement Division

Thru: Daryl T. Joseph, Director
Parks, Recreation and Community Services Department

From: Chandler Fussell, Chief
Sports and Entertainment Division

Subject: 2023 Single Source request to Bob Hayes Invitational Track Meet, Inc.

The Department of Parks, Recreation and Community Services, Division of Sports & Entertainment respectfully requests the Procurement Division grant a single source award to Bob Hayes Invitational Track Meet, Inc. in the amount of $184,875 for the purpose of managing and promoting the 2023 Bob Hayes Invitational Track Meet.

The Bob Hayes Invitational Track Meet, Inc. is an organization that promotes amateur athletics and education through the hosting of an annual high school invitational track and field meet and related activities. The mission of the organization is to encourage existing middle and high school student athletes to continue competitive amateur athletics in the sport of track and field.

Through the Office of General Counsel, The City of Jacksonville will enter into a contract agreement with Bob Hayes Invitational Track Meet, Inc. and payment will be processed through Contract Purchase Agreement. Expenditures are not to exceed $184,875.

Funding Source: 00113.133101.582001.000000.00001339.00000.0000000

Attachments: Single Source Form, Draft Contract

JMK

CC: Rene'e Harriman, Parks, Recreation and Community Services Department
Jennifer Malice Kelly, Sports & Entertainment

JUSTIFICATION FOR SINGLE SOURCE (JSS)

Pursuant to the City of Jacksonville Procurement Code§ 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments

1. Requesting Agency:	Sports & Entertainment
2. Nature and/or description of the requirement being requested. ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the City need these particular goods or services?***	Award will be for the management an production of the 2023 Bob Hayes Invitational Track Meet
3. Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source vendor:	Bob Hayes International Track Meet, Inc. is the sole producer and host of the 2023 Bob Hayes Invitational Track Meet.
4. Date of Request	1/9/2023

5. Summary of Market Research

[Provide a description of the market research performed, how it was performed, by whom, and market research results. Please spell out acronyms.]

[Sports and Entertainment Division has researched the availability of another supplier and Bob Hayes Invitationa Track Meet , Inc is the sole producer and host of the event.]

6. Other Documentation (Check and attach all that apply)

☐ Supplier Quote

√ Single Source Memo signed by Director

☐ Other [Click here to list other documentation.]

Requisition PRSP-500150-23

Requisitioning BU	PRSP: Sport and Entertainment	**Requisition Amount**	184,875 USD
Entered By	Jennifer Malice-Kelly	**Justification**	
Status	Approved	**Funds Status**	Reserved
Description	2023 Bob Hayes Invitational Track Meet		
Emergency Requisition	No		

Attachments

Title	File Name or URL	Description
Bob_Hayes_Invitational_FY23_Gr	Bob_Hayes_Invitational_FY23_Grant_Agreement-Draft.docx	
FY23_Bob Hayes_SS Signed.pdf	FY23_Bob Hayes_SS Signed.pdf	

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		2023 Bob Hayes Invitational Track Meet	962.58 Professional Services (Not Otherwise Classified)			USD	184,875	Approved	Reserved

Requester	Jennifer Malice-Kelly	**Supplier**	Bob Hayes Invitational Track Meet, Inc
Urgent	No	**Supplier Site**	Order/Remit
Requested Delivery Date		**Supplier Contact**	James Day
Deliver-to Location	Ed Ball 4th Floor Charge	**Contact Phone**	(904)3590550
Deliver-to Address	214 North Hogan Street, 4th Floor, Jacksonville, FL 32202, Duval, United States	**Charge Account**	00113.133101.582001.000000.00001339.00000.0000000
Note to Buyer			

I CERTIFY THAT FUNDS FOR THIS PURCHASE WERE AUTHORIZED AND PROVIDED FOR IN THE CURRENT BUDGET.

2022-2023 CITY GRANT AGREEMENT
BETWEEN
CITY OF JACKSONVILLE
AND
BOB HAYES INVITATIONAL TRACK MEET, INC.

THIS CITY GRANT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2023, by and between the **CITY OF JACKSONVILLE,** a consolidated municipal corporation and political subdivision existing under the Constitution and the laws of the State of Florida (the "City") and **BOB HAYES INVITATIONAL TRACK MEET, INC.**, a Florida not-for-profit corporation (the "Recipient").

WITNESSETH:

WHEREAS, Ordinance 2022-XXX-E of the City of Jacksonville, Florida has appropriated for the City's current Fiscal Year October 1, 2022, through September 30, 2023, the sum of $84,875.00 to the Recipient to conduct a program entitled the Bob Hayes Invitational Track Meet (the "Program"), subject to the requirements of Chapter 118, *Ordinance Code*; and

WHEREAS, City desires to engage the Recipient to promote and manage the Program under the oversight of the Office of Special Events, or its successor City department, commission, or agency (the "Department") in accordance with the Scope of Services (the "Scope of Services" or "Services"), as more particularly described herein; and

WHEREAS, Recipient is willing and able to accept such engagement and provide the Services pursuant to the terms and conditions of this Agreement; and

WHEREAS, it is in the best interests of City to enter into this Agreement with Recipient to administer and conduct the Program in accordance with the terms and conditions set forth herein; and

WHEREAS, pursuant to Section 126.312, *Ordinance Code*, the Department requested a single-source award from the Chief of Procurement to purchase the Services on behalf of City; and

WHEREAS, the Chief of Procurement and Mayor issued Single Source Award Bid #SS-XXXX-XX for the procurement of the Services for the period from November XX, 2022, through September 30, 2023, for a total amount not to exceed $184,875.00; and

WHEREAS, the undersigned representative of Recipient has been authorized to sign this Agreement, which shall be binding upon Recipient; now therefore

IN CONSIDERATION of the appropriation and disbursement of City funds now or hereafter made, and the mutual covenants herein, the parties, each intending to be legally bound hereby, do promise and agree as follows:

I. INCORPORATION OF RECITALS

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

II. GENERAL CONDITIONS

A. Recipient shall provide the "Scope of Services" for the Program in accordance with **Exhibit A**, attached hereto and incorporated herein by this reference. The Scope of Services also includes the budgeted use of City Funds (defined herein) and the Program Goals and Objectives/Outcomes.

B. Recipient agrees to do as follows:

1. To accept the City Funds as appropriated in accordance with the terms of this Agreement, the provisions of Ordinance 2022-XXX-E appropriating said funds, and of Chapter 118, Parts 1-5, *Ordinance Code*, as amended from time to time, a copy of which can be obtained by Recipient online at http://library.municode.com/, and by this reference is made a part hereof and incorporated herein, with the understanding that such funds shall be used only for the Program and for no other purpose; and

2. To abide by Chapter 119, Florida Statutes, as amended from time to time, a copy of which can be obtained online at http://www.leg.state.fl.us/Statutes/ and which by this reference is made a part hereof and incorporated herein, by considering all documents relative to this Agreement and the funding hereunder to be public records, as defined in said Chapter 119, Florida Statutes; and

3. To obtain permits, as may be required, from the State of Florida and the City of Jacksonville and abide by all applicable state laws and local ordinances, as amended from time to time; and

4. To return to City within fifteen (15) days of written demand therefor all City Funds paid to Recipient under the terms of this Agreement upon City's (including, but not limited to the City Council or any other department, division, or office of City) finding that the terms of this Agreement, the provisions of the Ordinance appropriating funds to Recipient, or the provisions of said Chapter 118 have been violated by Recipient, including but not limited to making the disallowed expenditures, as specified in Chapter 118, Parts 3 and 4, *Ordinance Code*; and for the cost of required audits, which are specifically disallowed by this Agreement.

5. Recipient shall maintain a separate bank demand account and/or time deposit account and deposit and keep all City Funds received and no other funds in accounts and make all disbursements of City Funds from said accounts. Recipient shall maintain a separate budgetary accounting system so that the receipt and disbursement of City Funds can be accurately and adequately determined by reference to the book of accounts of Recipient and a separate bank account need not be maintained.

In using one of the above stated methods, if Recipient opts for deposit in an interest-bearing account, Recipient shall report to City, with all other information provided monthly, the amount of interest earned, the amount of interest received, and the use made of such interest. Any interest earned on City Funds provided pursuant to this Agreement can be spent only on items already in the Recipient's approved budget.

6. To consent to:

i) Such audits of the financial affairs of Recipient by the Department and/or the Council Auditor's Office as the Department or the Council may require; and

ii) Producing all documents required by the Department and/or the Council Auditors; Recipient agrees to give City complete and unfettered access to all City Funds provided by City under this Agreement, at all times, during regular business hours, to ensure that the City funding is being properly spent; and

iii) Furnishing to City an annual report of receipts and expenditures of City Funds in such form as the Council Auditor shall prescribe. This report shall be certified as to its accuracy by the Financial Officer/Treasurer of Recipient's organization, and shall include the time period of City's fiscal year commencing on October 1, 2022 and ending on September 30, 2023, and shall be due on October 10, 2023.

7. Recipient's violation of any of the provisions contained herein, including the failure to adhere to the auditing or reporting requirements of this Agreement or Chapter 118, *Ordinance Code,* shall be a material breach of this Agreement and may result in immediate termination of this Agreement and return of all funding, in the sole discretion of City, notwithstanding any other provision of this Agreement to the contrary. Such refund shall be made in accordance with Section II.B.4 of this Agreement.

III. ASSIGNMENT AND SUBCONTRACTS

A. Recipient shall not assign any rights or duties under this Agreement to any other party not specifically identified in the application for funding without the prior written permission of City. If Recipient attempts to assign any rights or duties without securing prior written permission, this Agreement shall be declared void by City and Recipient thereupon agrees to refund and return to City all payments made pursuant to this Agreement which are unspent by Recipient at the time of such unpermitted assignment or which were spent by Recipient subsequent to said unpermitted assignment. Such refund and return shall be made within five (5) business days from demand.

B. Recipient shall not enter into any subcontracts for any of the Services contemplated under this Agreement without obtaining the prior written approval of City, which written approval shall be attached to the original Agreement and subject to such conditions and provisions as City may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for the purchase by Recipient of such articles, supplies, equipment, and services which are both necessary and incidental to the performance of the Services required under this Agreement; and provided further, however, that no provision of this clause and no such approval by City of any subcontracts shall be deemed in any event or manner to provide for the incurrence of any obligation of the City in addition to the total agreed upon price contained herein.

IV. EFFECTIVE DATE/TERM OF AGREEMENT

This Agreement shall become effective upon full execution by both parties, and shall continue in full force and effect as to all its provisions, terms and conditions until the 30th day of September 2023 (the "Term") unless sooner terminated with or without cause by either party by giving thirty (30) days' prior written notice of such termination to the other party unless both parties mutually agree upon a lesser time in writing. In the event that this Agreement is terminated early by either party, any funds in the possession of Recipient that are unspent and/or unencumbered at the time of receipt of notice of termination shall be returned to City within five (5) business days of termination. Pursuant to the legislative mandate in Section 118.301 (a)(5), *Ordinance Code*, all funding provided pursuant to this Agreement shall be spent or otherwise encumbered during the Agreement term ending September 30, 2023. Any such funds not spent or otherwise encumbered shall be returned to the Department, as provided in Section 118.301(a)(5), *Ordinance Code*, and Section XVI of this Agreement, for deposit into City's general fund.

V. PAYMENT

A. City agrees to pay Recipient the total amount of one hundred **EIGHTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS ($184,875.00)** for the Program (the "City Funds"). Such total sum shall be payable within thirty (30) days of full execution of this Agreement. Notwithstanding the foregoing, all accounting, submittals, and/or financial reports must have been approved and accepted by City as true and correct no later than November 15, 2023, in order for Recipient to receive any remaining payments for the Services performed during the grant period prior to October 1, 2023.

B. Except for the limited exception in Section XXVII of this Agreement, any costs of the Services paid for under any other agreement or funding source are not eligible for payment under this Agreement. Violation of this clause will constitute a material breach of this Agreement and shall stand as grounds for City's withholding of funds from any source under this Agreement or any other agreement and, notwithstanding any provision in this Agreement or in any other agreement to the contrary, shall allow for the immediate termination of this Agreement upon twenty-four (24) hours' written notice, and shall require the return of all City Funds paid to Recipient under this Agreement upon demand by the Director of the Department or his/her designee. Violations shall also be reported to any federal, state, or other funding sources for investigation.

C. **Suspension of City Funds**: In the event that Recipient comes under investigation by any government or funding agency for activities, including, for example, but not limited to, (i) misuse of City Funds, (ii) improper accounting for City Funds, (iii) multiple billing of the Services or clients to one or more funding sources, or (iv) any other improper activities, all City funding under this Agreement may be suspended in the sole and exclusive discretion of City until such time as the said investigation has been resolved in Recipient's favor or the alleged misuses have been satisfactorily explained to the Council Auditors.

i) If said investigation has been resolved favorably to Recipient, or if, prior to such resolution, Recipient's explanation of the circumstances has been accepted by the Council Auditor as satisfactory, then all suspended funds subject to this Agreement will be paid, as appropriate.

ii) If, on the other hand, the said investigation has been resolved adversely to Recipient, or if, prior to such resolution, Recipient's explanation has not been accepted by the Council Auditors as satisfactory, then this Agreement shall be immediately terminated, notwithstanding any provision in this Agreement to the contrary, and all suspended funds shall become disencumbered and shall be returned to the general fund of City. Furthermore, in the event of such adverse resolution, Recipient shall return to City all such misused funds, all such improperly accounted for funds, and all such funds subject to multiple billings.

iii) In the event the said investigation extends beyond the expiration date of this Agreement, as specified in Section IV, then City will seek legislation to avoid lapsing of funds and this Agreement will continue on a month-to-month basis, only with respect to the suspended funds, in order that such funds will not be disencumbered and returned to City's general fund by the passage of time.

D. Recipient shall execute the "Certification of Additional Funding Sources" attached hereto as **Exhibit B** and incorporated herein by this reference.

VI. TECHNICAL ASSISTANCE

A. Recipient shall notify City if sufficient staff, facilities, and equipment necessary to deliver the Services for the Program cannot be maintained. Failure to notify City of any such deficiencies or to adequately maintain sufficient staff, facilities, and equipment necessary to provide the Services after a reasonable period given by City to cure (in no event longer than five (5) business days to cure) shall be a material breach of this Agreement and grounds for termination upon twenty-four (24) hours' written notice.

B. As a provider agency of City, Recipient agrees to participate in all City meetings and any other community activities reasonably requested by City.

VII. PROGRESS REPORTS/ FINANCIAL REPORTS/PROGRAM MONITORING

A. City's Contract Administrator will be responsible for monitoring the administrative and programmatic functions of the provisions of this Agreement. City's Contract

Administrator for this Agreement will be the Director of City's Office of Special Events or other appointed designee.

B. Recipient agrees to provide City's Contract Administrator, or his/her designee with an annual narrative progress report on the Program described in **Exhibit A** and shall include basic statistical information relevant to the Program. Report forms are attached in **Exhibit A**. The narrative Program report is due on October 10, 2023.

Recipient shall provide the Contract Administrator with a financial report along with the annual narrative progress report during the term of this Agreement on the same due date as the annual narrative progress report, which shall include a statement of expenditures made in each budget category and line item identified in Recipient's budget attached in **Exhibit A**. Failure to submit required reports and documents shall result in a temporary hold on financial reimbursements until reporting is current.

C. Annually, City's Contract Administrator or designee will monitor the Program Goals and Objectives, as outlined in **Exhibit A**. City's Contract Administrator will determine if Recipient's stated Program Goals and Objectives have been met or if sufficient progress has not been made toward meeting said Goals and Objectives. Failure of Recipient to at least maintain sufficient progress in these areas may be grounds for termination of this Agreement.

D. The Office of Special Events shall have the absolute right at all times during Recipient's normal business hours, with or without notice, to enter Recipient's administrative and programmatic premises for the purpose of conducting on-site evaluations of the administrative and programmatic functioning of the funded program/agency. Failure of Recipient to allow the Office of Special Events and/or its authorized representatives to enter its premises shall be a material breach of this Agreement and, notwithstanding any provision of this Agreement to the contrary, shall stand as grounds for the withholding of funds from any source under this Agreement or any other agreement and for termination of this Agreement, and shall require return to City of all funds paid to Recipient under the terms of this Agreement.

VIII. INTEREST OF CITY OFFICERS/EMPLOYEES AND OTHERS

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

IX. INTEREST OF THE RECIPIENT

Recipient covenants that neither it nor any of its officers, board members, or employees presently have any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Recipient further covenants that in the performance of this Agreement, no person having such interest shall be employed.

X. PERSONNEL

A. Recipient represents that it now has, or will hire at its sole expense, all personnel required in performing the Services. Such personnel shall not be employees of or have any contractual relationship with City.

B. The Services shall be performed by Recipient or under its supervision, and all personnel engaged in the Services shall be fully qualified and shall be authorized or licensed under appropriate state and local law as necessary to perform the Services.

C. Recipient represents that it will, at its sole expense, require all staff and/or volunteers who work with juveniles or youth (any unmarried person under the age of 18 years and who has not been emancipated by order of a court of competent jurisdiction) and vulnerable adults (*e.g.*, elderly or physically, mentally, or emotionally disabled, including victims of crime) to submit to a criminal history records check. This applies to all positions involving direct contact with juveniles, youth, or vulnerable adults, with the exception of special event volunteers. For purposes of this Agreement, a special event volunteer is defined as a volunteer committed to assist on a specific event/project lasting less than two consecutive weeks and where duties are performed under supervision of staff or certified volunteer leadership.

XI. RECORDS

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

B. Recipient shall maintain financial and accounting records and conduct transactions in accordance with generally accepted accounting principles and Florida Statutes. These financial records shall be maintained in such a manner as to permit positive and ready identification at all times of any funds received by Recipient from City from the time such funds are actually received by Recipient until the time they are actually expended or disbursed by Recipient according to the terms of this Agreement.

C. In addition to other requirements specified in this Agreement, Office of Management and Budget (OMB) Circulars, including A-102, A-87, A-110, A-122, A-133 and A-21, may be used as a guide concerning records to be maintained. The aforesaid records shall be made available for audit, copying, or inspection purposes at any time during normal business hours and as often as City or the City of Jacksonville Council Auditor may deem necessary.

D. Recipient shall retain for such inspection all of its records and supporting documentation applicable to this Agreement for five (5) years after receipt of final payment from City.

XII. AUDIT

A. In accordance with Section II.B.6 of this Agreement, Recipient, at its sole cost and expense, shall obtain a single independent audit of the Program funds annually by an independent certified public accountant not associated with Recipient or the Program and/or Services herein described, and shall provide City with an original copy of said audit or audits covering the period specified in Section II.B.6 above no later than one hundred eighty (180) days after the expiration of City's fiscal year or years covering the aforesaid period.

B. Failure of Recipient to provide a copy of a duly-executed audit performed in accordance with the preceding guidelines (Section II.B.6) shall constitute a material breach of this Agreement and, notwithstanding any provision of this Agreement to the contrary, shall stand as grounds for the withholding of funds from any source under this Agreement or any other agreement, and for termination of this Agreement, and shall require return to City of all funds paid to Recipient under the terms of this Agreement.

C. If an audit pursuant to OMB Circular A-133 is applicable, City Funds shall not be used to pay for the audit,if said grant involves federal funds of less than $500,000.

D. Notwithstanding any other audit-rights provisions in this Agreement, the following audit-rights requirements are in addition and supplemental to those other audit requirements in this Agreement:

1. Recipient shall establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services, and all other documents, in whatsoever form or format, including but not limited to electronic storage media (for purposes of this Section XII.D, referred to herein as the "Records") sufficient to reflect all receipt and expenditures of City Funds provided by City under this Agreement.

2. Recipient shall retain all Program records pertinent to this Agreement for a period of five (5) years after completion of the Program. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to City. Records shall be retained for longer periods when any retention period, as a matter of law, exceeds the time frames required in this provision.

3. Upon demand, at no additional cost to City, Recipient shall facilitate the duplication and transfer of any records during the required retention period in Paragraph 2 hereof.

4. Recipient shall provide these records at all reasonable times for inspection, review, copying, or audit by City.

5. At all reasonable times for as long as the records are maintained, Recipient shall allow persons duly authorized by City to have full access to and the right to examine any of Recipient's records relative to the Program, regardless of the form in which kept.

6. Recipient, at its sole and exclusive cost and expense, shall provide audits or reports as requested by City and shall insure that all related party transactions are disclosed to the auditor.

7. Recipient shall comply and cooperate immediately with any inspections, reviews, and investigations deemed necessary by City's Contract Administrator.

8. Recipient shall permit City to interview subcontractors and subcontractor employees of Recipient to assure City of the satisfactory performance of the terms and conditions of this Agreement. Following such review, if performance of Recipient is, in the opinion of City, deficient, City will deliver to Recipient a written report of the deficiencies and request for development by Recipient of a corrective action plan. Recipient hereby agrees to prepare and submit to City said corrective action plan within five (5) business days of receiving City's written report. Thereafter, Recipient shall correct all deficiencies in the corrective action plan within five (5) business days of City's receipt of the corrective action plan.

9. All reports, audits, and other information provided by Recipient pursuant to this section shall contain the following statement: "*The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes.*"

10. To the extent that Recipient uses subcontractors in the performance of the Services under this Agreement or assigns this Agreement with prior City consent, Recipient shall include the aforementioned audit, inspections, investigations, and record-keeping requirements in all subcontracts and assignments.

XIII. BUDGET CHANGES

The approved budget for Recipient is included in **Exhibit A**. Recipient can transfer the greater of $2,500.00 or +/- 20% between line items. The Contract Administrator must approve transfers in excess of $2,500.00 or +/- 20% line items, provided the total expenditures shall not exceed the maximum indebtedness of this Agreement. Budget amendments requested by Recipient must be received in writing and logged in by the Contract Administrator no later than sixty (60) days after the Program event date.

XIV. CONTRACT, SCOPE OF WORK/SERVICES CHANGES

A. City may, from time to time, require changes in the Services to be performed by Recipient under this Agreement. Such changes, including any increases or decreases in the amount of Recipient's compensation which are mutually agreed upon by City and Recipient shall be incorporated in written amendments to this Agreement signed by both parties' authorized representatives.

B. Any request for change of Service delivery site or the Services provided shall be submitted by Recipient in writing and approved by City at least thirty (30) days prior to said changes. Failure to properly notify City will constitute a breach of this Agreement and will be grounds for termination under Section XVIII.

C. In the event lawfully appropriated funds to finance this Agreement become unavailable, City may terminate the Agreement upon no less than twenty-four (24) hours' notice in writing to Recipient. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. City shall be the final authority as to the availability of funds.

D. Should it become necessary for City to change the designation of City's Contract Administrator, City shall use its best efforts to notify Recipient within forty-eight (48) hours of such change.

V. EQUIPMENT PURCHASES

A. Equipment, property, or tangible personal property (collectively, the "Property") purchased with funding pursuant to this Agreement shall be non-consumable and consistent with City capitalization requirements or Section 122.801(e), *Ordinance Code*, as amended. Such Property must have a useful life of one (1) year or more and shall be inventoried by Recipient. Recipient shall retain Property inventory records, acquisition documents, and usage records. Upon expiration of Recipient's use of the Property for the Program or for a City-approved public purpose, the Property shall be transferred free and clear of all liens and encumbrances to City via a bill of sale or otherwise disposed of as may be authorized in writing by City.

B. Recipient agrees to make all reasonable efforts to adhere to the following City procurement requirements in its purchase of labor, materials, supplies, and equipment that are not deemed sole source:

1. Any purchase up to $2,500 will require that documentation of one (1) written quotation.

2. Any purchase of $2,501 to $15,000 will require two (2) written quotations.

3. Any purchase of over $15,001 to $30,000 will require three (3) written quotations.

4. Any purchase of over $30,001 to $50,000 will require four (4) written quotations.

5. Any purchase of over $50,000 will require a formal bid procedure (advertising and sealed bids).

C. Quotations received shall include date, time, vendor, telephone number, and person giving the quote. Minority vendors should be included whenever possible.

XVI. RESIDUAL FUNDS AND INTEREST

Recipient agrees that any City Funds provided by City for the operation of the Program or Services during the period October 1, 2022, through September 30, 2023, including any interest earned by such City Funds which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation, shall be returned to City in the form of a negotiable instrument no later than ninety (90) days after the close of the aforesaid period, except that when a Recipient continues to receive a Miscellaneous Appropriation from the City in the next fiscal year, a limited amount of residual funds may be carried forward from September 30th to October 1st which shall not exceed ten percent (10%) of the current appropriation to Recipient or $500, whichever is greater. The City appropriation for the new fiscal year shall, however, be reduced by the amount of the unencumbered residual funds so carried forward. Any additional unencumbered residual funds shall be returned as provided herein above.

XVII. REVERSION OF ASSETS

Recipient shall transfer to City any City Funds or assets on hand and any accounts receivable attributed to the use of City Funds at such time City no longer does business with Recipient for the purposes described in **Exhibit A**. However, any real property under Recipient's control that was acquired or improved in whole or in part with City Funds in excess of $2,000 shall be used to meet one of the objectives of the Public Service Grant program until three (3) years after expiration of this Agreement or such longer period of time as determined appropriate by City. Should Recipient dispose of such property prior to the expiration of the three-year period set forth herein, Recipient shall reimburse City for the acquisition or improvement of such property, less any portion of the value of the property attributable to expenditures of non-City funds for acquisition of, or improvement to, the property when Recipient ceases doing business with City for the purposes described in **Exhibit A**. At the end of the three-year period set forth herein, Recipient shall dedicate the subject real property in fee simple, free and clear of any and all encumbrances, by warranty deed to City.

XVIII. BREACH /TERMINATION

A. If Recipient breaches any term of this Agreement, City may, by written notice of breach to Recipient, terminate the whole or any part of this Agreement in any of the following circumstances:

1. If Recipient fails to provide the Services within the time specified herein or any extension hereof; or

2. If Recipient fails to perform any of the other provisions of this Agreement; and

3. If Recipient fails to correct said breach within five (5) business days from receipt of the written notice of breach.

B. Termination shall be upon no less than twenty-four (24) hours' notice in writing if the breach has not been corrected within the five (5) business days. Said notice shall be

delivered by certified mail, return receipt requested, or by any other means of delivery with proof of delivery.

C. Upon receipt of a notice of termination and, except as otherwise directed, Recipient shall:

1. Cease working under this Agreement on the date and to the extent specified in the notice of termination.

2. Place no further orders or subcontracts to the extent that they relate to the performance of the Services which were terminated.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of the Services which were terminated.

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

XIX. NOTICE

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

For the City:
Chandler Fussell Chief of Sports & Entertainment
Division of Sports & Entertainment 214 North Hogan
Street, Floor 4
Jacksonville, Florida 32202

For the Recipient:
Mr. James Day, Executive Director
c/o Mr. Mark Kaleel, CPA
Bob Hayes Invitational Track Meet, Inc.
2255 Dunn Avenue, Suite 601
Jacksonville, Florida 32218-4742

XX. INDEMNIFICATION – See **Exhibit C**, attached hereto and incorporated herein by this reference.

XXI. INSURANCE – See **Exhibit D**, attached hereto and incorporated herein by this reference.

XXII. CIVIL RIGHTS

A. There will be no discrimination against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap, or marital status in the performance of this Agreement.

B. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) in regard to the persons served.

C. Recipient shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e) in regard to employees or applicants for employment.

D. Recipient shall comply with Section 504 of the Rehabilitation Act of 1973 in regard to employees or applicants for employment and clients served.

E. Recipient shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) in regard to employees and persons served.

F. It is expressly understood that upon receipt of evidence of such discrimination as indicated above, City shall have the right to terminate this Agreement as provided in Section XVIII.B.

XXIII. EQUAL EMPLOYMENT OPPORTUNITY

Recipient shall not discriminate, directly or indirectly, on the grounds of race, color, religion, sex, age, or national origin in its employment practices. Such action includes, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. Recipient shall post in conspicuous places available to employees and applicants for employment notices as provided by City setting forth the provisions of this nondiscrimination clause. Recipient shall incorporate this provision in all subcontracts for the Services provided under this Agreement.

XXIV. OTHER CONDITIONS

A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by both parties, and attached to the original of this Agreement. The parties agree to amend this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.

B. Recipient agrees to include the statement: "*This program is funded in whole or in part by the City of Jacksonville through a Public Service Grant*" or similar language agreed to in writing by both parties when referencing this Program.

C. This Agreement shall apply to the City Funds appropriated hereunder, provided that City's rights and Recipient's duties hereunder shall continue for a period of five (5) years from the date of execution hereof.

D. Organization-Furnished Automobiles: Any portion of the cost of organization-furnished automobiles that relates to personal use by employees (including transportation to and from work) is unallowable as a fringe benefit or indirect cost, regardless of whether the cost is reported as taxable income to the employees. These costs are allowable as direct costs to sponsored award when necessary for the performance of the sponsored award and approved by awarding agencies.

E. In the performance of its duties and obligations pursuant to the provisions, terms, and conditions of this Agreement, Recipient shall comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and/or may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, the Florida "Sunshine Laws," Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Open Meetings Law). Such laws, rules, regulations, and ordinances shall also include, but are not limited to, obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated in this Agreement in the City of Jacksonville, Florida. If any of the obligations of this Agreement are to be performed by a subcontractor or sub-recipient, the provisions of this Section XXIII.E shall be incorporated into and become a part of the subcontract or sub-recipient contract.

F. Failure by either party to insist upon strict performance of any of the provisions hereof or either party's failure or delay in exercising any rights or remedies provided herein, City's payment for the Services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party from its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

XXV. REPRESENTATIONS/WARRANTIES AND UNAUTHORIZED WORKERS

A. Without limiting the representations, warranties, and covenants of Recipient set forth elsewhere in this Agreement, as a material inducement for City to enter into this Agreement, Recipient represents and warrants to City (and unless otherwise specified, such representations, warranties, and covenants are true as of the Effective Date and shall continue and be effective during the Term of this Agreement as if continuously reiterated) that:

1. Recipient is a Florida non-profit corporation incorporated and validly existing under the laws of the State of Florida and authorized to conduct business and in good standing in the State of Florida, or Recipient has tax exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code. Recipient has full power and authority to execute and deliver this Agreement and all documents contemplated hereby, and perform its obligations arising hereunder and thereunder. The individuals signing on behalf of Recipient have full power and authority to do so.

2. The making, execution, and delivery of this Agreement and performance of all obligations hereunder by Recipient have been duly authorized and approved by the shareholders, members, partners, or board of directors of Recipient (as the case may be).

3. This Agreement and all documents contemplated hereby each constitute a legal, valid, and binding obligation of Recipient, enforceable in accordance with their respective terms, assuming execution of the same by City.

4. This Agreement and all documents contemplated hereby do not and will not contravene any provision of the governing documents of Recipient, any judgment, order, decree, writ, or injunction to which Recipient is bound, or any provision of any applicable law or regulation to which Recipient is bound. The execution and delivery of this Agreement and all documents contemplated hereby, and performance of its obligations hereunder and thereunder, will not result in a breach of or constitute a default under any agreement or require the consent from any third party.

5. Recipient and each of its contractors, subcontractors, suppliers, and other persons performing Services relating to the Scope of Services hold all necessary licenses, permits, and authorizations required by applicable governmental agencies and authorities as a condition to conduct business in the State of Florida and to work on the Scope of Services.

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

7. Recipient has obtained for the implementation of the Scope of Services all necessary approvals from governmental or quasi-governmental authorities having jurisdiction over the Scope of Services. All such governmental approvals are or will be final, unappealed, and unappealable and remain in full force and effect without restriction or modification.

8. Recipient is not in default under any agreement with City, and Recipient has satisfied any and all conditions imposed by any governmental authority in connection with the Scope of Services.

B. City shall consider the employment by Recipient of unauthorized aliens a violation of Section 274A(e) of the federal Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this Agreement upon thirty (30) days' prior written notice of such cancellation.

XXVI. FISCAL YEAR OF RECIPIENT

Recipient's fiscal year ends on September 30, 2022.

XXVII. INCORPORATION OF EXHIBITS

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

XXVIII. NEGOTIATED AGREEMENT

The parties agree that they have had meaningful discussion and/or negotiation of the provisions, terms, and conditions contained in this Agreement. Therefore, doubtful or ambiguous provisions, if any, contained in this Agreement shall not be construed against the party who physically prepared this Agreement.

XXIX. DUAL PAYMENTS PROHIBITION

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

XXX. ENTIRE AGREEMENT

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

XXXI. AUTHORIZATION OF ADVANCE PAYMENT OF FUNDS

By signing below, the Mayor, pursuant to Section 110.112, *Ordinance Code*, authorizes advance payments of funds as set forth herein.

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

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

ATTEST:

CITY OF JACKSONVILLE, a Florida municipal corporation

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

By:_____
Lenny Curry, Mayor

In compliance with Section 24.103(e), *Ordinance Code*, I do certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and that provision has been made for the payment of the monies provided therein to be paid.

_____
Director of Finance
Contract Number:_____

FORM APPROVED:

By:_____
Office of General Counsel

BOB HAYES INVITATIONAL TRACK MEET, INC., a Florida non-profit corporation
Federal EID: 59-3733845

By: _____
Print Name: _____
Title: _____

EXHIBIT A

Scope of Services

Narrative Report
Of the
Bob Hayes Invitational Track Meet, Inc.

The Bob Hayes Invitational Track Meet, Inc.(Bob Hayes Inc.) is a non-profit organization 501©(3) of the Internal Revenue Code incorporated under Florida Statutes in July of 2001 and promotes amateur athletics and education through the hosting of an annual high school invitational track and field meet and related activities. The mission of the Bob Hayes Inc. is to encourage potential and existing middle and high school student athletes to continue competitive amateur athletics in the sport of track and field.

In 1964, a group of Jacksonville coaches and concerned Jacksonville citizens formed a planning committee to explore the development of a noteworthy track and field meet. With the permission of Jacksonville legend Robert "Bullet Bob" Hayes to use his name, the Bob Hayes Invitational Track and Field Meet came into fruition. Most track and field observers consider it the largest one day high school track and field meet in the Nation.

The organization's vision is to provide underprivileged and deserving middle and high school track and field athletes an opportunity to attend college by receiving a scholarship through their spirited drive in track and field competition.

In over 50 years of its existence, the Bob Hayes Invitational Track and Field Meet have:

- ***Worked with more than 50,000 student athletes from throughout the country.***
- ***Impacted more than 200,000 visitors and citizens of Jacksonville, and fans throughout the nation***
- ***Awarded more than 100 scholarships of $1,000.00 each.***
- ***Impacted the Jacksonville economy by more than ten million dollars in the last ten years***

Bob Hayes Jr., left and presenter, Hall of Fame quarterback of the Dallas Cowboys Roger Staubach, stand with the dad of Jacksonville Florida native, Bob Hayes Jr during the Pro Football Hall of Fame Induction ceremony at the Pro Football Hall of Fame Saturday Aug 3 2002 in Canton, Ohio AP Photo

WHAT MAKES THE BOB HAYES TRACK MEET A FIRST CLASS EVENT:

ACCOMMODATION & LODGING:

- *Accommodations for the professional personnel Operators of the computerize track system*

ADMINISTRATION:

- *Accounting and Bookkeeping, General Miscellaneous, Postage, Shipping, Delivery, Rent Telephone, Telecommunication and Utilities*

MARKETING:

- *Marketing expenses pay the cost of printed materials, audio and video materials, and scripts developed and produced by a national marketing firm. National advertising spots begin in late January and continue until the event is over.*

TRACK MEET:

- ***Announcers***-Announcers are persons (knowledgeable of the 18 boys and girls events and able to keep the audience informed of the meet and records) who announce the track events and the start and conclusion of each event.
- ***Signs, stadium***-Costs of stadium signs and directional information for local and out-of-town coaches and fans for meet events and ancillary activities, street directional signs for events and locations, entry gates, parking port-o-lets and first aid facilities.
- ***Trophies & awards***-Trophies and awards presented to all athletes from first through 8th place in each event on Friday and Saturday – Special awards are presented to volunteers and community persons throughout the city of Jacksonville.
- ***Bleachers rental***-Costs to rent bleachers, which will provide additional seating for fans and meet officials beyond the maximum seating capacity of Raines High School stadium.
- ***Credentials***-Costs to purchase identification tags for VIPs, staff volunteers, and visiting and local coaches.
- ***Maintenance***-Costs setting-up, cleaning and maintaining the facilities (6 days – 10 workers) and months in advance.
    - *Grooming the field and hauling pits, hurdlers and field equipment to and from the field*
    - *Setting up 'Clerk of the Course' area.*
    - *Setting up for middle school clinic and track meet.*
    - *Clean-up from clinic and middle school meet*
    - *Custodial service for middle school clinic and Meet.*
    - *Preparation for vendors.*
    - *Touching-up, decorating and setting up for the Meet.*
    - *Maintenance and custodial service for the Meet (Restroom and stadium – clean and removable of trash through-out the day of the activities) After the Meet (Sunday-Monday)Cleaning of stadium- School grounds – Raines Avenue- Moncrief Road – Viking Way – Owens Avenue and removable of all trash and waste –removable of all sign folded and stored away. Final cleaning of the restroom and returning the entire area and facilities to its original condition*
- ***Track System***-Cost of national industry software necessary to capture, track, verify, and validate track events, records and scores. Online entry services for all track coaches and officials.
- ***Security***-Cost of hiring a professional security guard service and off-duty police for the two-day event to provide security protection, and to direct and monitor foot and vehicular traffic.(No incidents for the past 52 years because of the type of security hired
- ***Supplies***-Cost of general office and track preparation supplies.
- ***Printing & materials***-Cost of printing statistical information, program books, national, local press releases. Invitation packet for (over 2,300 packets) middle and high school, and coaches packets(about 235 packets)
- ***Uniforms***-Costs of meet related uniform T-shirts for student volunteers and collared shirts for volunteers, administrative and Official field staff
- ***Food/Beverage***-Costs of food and beverages for volunteers and participants.(Monday Workshop for Officials and Saturday lunch for officials and volunteers)
- ***Equipment rental***-Costs to rent tents, tables, chairs, two-way radios, port-a-lets, golf carts and attenuators, sound system speakers, and a Video Jumbotron for all meet events.

need to update to include new proposed budget of $184,875

Bob Hayes Invitational Track Meet, Inc.

Initial Budget FY23

October 2022 through September 2023

Accommodations		
Lodging and transportation	3,500.00	
		3,500.00
Admin		
Accounting and bookkeeping	3,000.00	
Office operations	1,500.00	
Rent and utilities	14,000.00	
		18,500.00
Marketing		
Marketing and advertising	15,000.00	
		15,000.00
Track Meet		
Event staffing	5,000.00	
Equipment rentals	13,500.00	
Insurance	1,800.00	
Track Rental UNF	10,000.00	
Printing and materials	2,500.00	
Security	10,000.00	
Trophies, awards, and uniforms	3,000.00	
Other event expenses	2,075.00	
		47,875.00
Total Budget		84,875.00
Total Expense		**-84,875**
Net Income		**0**

EXHIBIT B
Certification of Additional Funding Sources

Recipient Name: _____ **Address:**_____

ADDITIONAL FUNDING SOURCES	AMOUNT
a.	$
b.	$
c.	$
d.	$
e.	$
f.	$
g. **TOTAL**	$

IMPORTANT: PLEASE READ BEFORE SIGNING

CERTIFICATION

The undersigned certifies on behalf of the requesting agency (the "Recipient") that all information furnished on this certification form and in the Recipient's Public Service Grant Common Application for Funding ("Application") on file with the City is true and complete and shall be binding on the Recipient.

The undersigned further certifies on behalf of the Recipient that no additional funding (other than as set forth above) is being used in the program for which the Recipient has received funding from the City pursuant to this Agreement and that if additional funding is obtained for the program in the future, the Recipient **will promptly notify the City of the amount, and the source(s) and use(s) of the funding or if any of the funding set forth above is discontinued and the Recipient will no longer receive said funding, so that the City can evaluate whether more than the necessary amount of grant funds have been invested in the Recipient's program, or with respect to discontinued funding if the City's grant funding should be suspended until the Recipient's discontinued funding has been restored. The Recipient understands and agrees that the City's evaluation of the additional funding or discontinued funding may result in the Recipient refunding monies to the City or the City's suspending the Recipient's funding.**

All certifications herein shall be deemed incorporated into the Agreement; it being understood that these certifications are continuing covenants and representations by the Recipient to the City. The Recipient understands and agrees that if false information is provided in the Application, the City may deem the Recipient ineligible for any further funds, may terminate the Recipient's agreement and recapture all funds expended, and may pursue any and all remedies available to the City at law or equity.

The City may verify any of the information contained in this certification and the Application from any source it deems necessary.

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this document to be executed in its name on the _____day of _____, _____.

_____

Signature Title

EXHIBIT C
INDEMNIFICATION

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

1. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying 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 Agreement, operations, Services, or work performed hereunder; and

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

3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Agreement constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right. If in any suit or proceeding, the Services or any product generated by the Services or any part of the Services is held to constitute an infringement and its use is permanently enjoined, the Indemnifying 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 disputed part 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 disputed Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the Indemnified Parties so that the Service or product is non-infringing.

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

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

EXHIBIT D
INSURANCE REQUIREMENTS

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

Insurance Coverages

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

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

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

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

Automobile Liability	$500,000	Combined Single Limit

(Coverage for all automobiles owned, hired, or non-owned used in performance of the Agreement)

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).

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

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

Sexual Molestation Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claim Made Form, the coverages must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Accident Medical, Dismemberment, Death	$15,000	Per Participant

Additional Insurance Provisions

A. **Additional Insured**. All insurance except Workers' Compensation and AD&D shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and for Automobile Liability in a form no more restrictive than CA2048.

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

C. **Recipient's Insurance Primary**. The insurance provided by the Recipient shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any of its members, officials, officers, employees, and agents.

D. **Deductible or Self-Insured Retention Provisions**. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Recipient. Under no circumstances will the City and/or its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

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

F. **Waiver/Estoppel**. Neither approval by City of, nor its failure to disapprove, the insurance furnished by Recipient shall relieve Recipient of its full responsibility to provide insurance as required under this Agreement.

G. **Certificates of Insurance**. Recipient shall provide the City with certificates of insurance that show the corresponding City Contract Number in the description, if known, Additional Insureds as provided above, and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville,

Florida 32202.

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

I. **Notice**. The Recipient shall provide an endorsement issued by the insurer to provide the City with thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided by the insurer, then Recipient shall provide the City with thirty (30) days' prior written notice of any change in the above coverages or limits or of coverages' being suspended, voided, or cancelled, including through expiration or non-renewal.

J. **Survival**. Anything to the contrary notwithstanding, the liabilities of the Recipient under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.

K. **Additional Insurance**. Depending upon the nature of the Services contemplated under this Agreement or any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an Additional Insured.

L. **Special Provisions**: Prior to executing this Agreement, Recipient shall present this Agreement, **Exhibit C** (Indemnification) and **Exhibit D** (Insurance Requirements) to its insurance agent affirming: 1) that the agent has personally reviewed the insurance requirements of the Agreement, and (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Recipient.