

**MISCELLANEOUS APPROPRIATIONS AGREEMENT**

**Between The  
City Of Jacksonville  
And  
Family Farms of Northeast Florida**

"**THIS AGREEMENT**, made and entered into in duplicate on this 11 day of March 2014, by and between the City of Jacksonville, a municipal corporation in Duval County, herein after referred to as the CITY, for and on behalf of the Jacksonville Sheriff's Office, hereinafter referred to as the JSO; and the Family Farms of Northeast Florida, hereinafter referred to as the **RECIPIENT**."

**WITNESSETH:**

**WHEREAS**, Ordinance 2014-9-E of The City of Jacksonville has appropriated the sum of FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00) to the **RECIPIENT**, to conduct a program entitled or activity generally described as: Family Farms of Northeast Florida. This is more particularly described in the "Office of the Sheriff Contraband Forfeiture Act Funding Application"; and,

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

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

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

**I. INCORPORATION OF RECITALS:**

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

**II. GENERAL CONDITIONS:**

- A. The **RECIPIENT** shall provide services as outlined in the referenced Office of the Sheriff Contraband Forfeiture Act Funding Application as set forth in Exhibit "A" (Statement of Work). Said Exhibit "A" outlines the budgeted use of City Funds and Program Goals and Objectives/Outcomes, which are, by this reference, incorporated herein and made a part of this Agreement. Notwithstanding any provision in this Agreement or any of its Exhibits to the

contrary, the funds provided, pursuant to this Agreement, shall be spent only for Family Farms of Northeast Florida activities that take place in Jacksonville, Duval County, Florida. Such expenditure of funds shall be monitored pursuant to the budgetary accounting system established in Article II, Section B, Paragraph 5, of this Agreement.”

**B. RECIPIENT** agrees to do as follows:

1. To accept the funds as appropriated in accordance with the terms of this Agreement and the provisions of the Ordinance appropriating said funds which are, by this reference, made a part hereof and are incorporated herein; and
2. To abide by Chapter 119, Florida Statutes, as from time to time amended and, by this reference, is made a part hereof and incorporated herein ; and
3. To return to the **CITY** within fifteen (15) days of demand therefor all **CITY** funds paid to said **RECIPIENT** under the terms of this Agreement upon the City Council's finding that the terms of any agreement executed by the **RECIPIENT** or the provisions of any Ordinance appropriating funds to the **RECIPIENT** have been violated by the **RECIPIENT**; including but not limited to the following disallowed expenditures:
  - a) To pay for "Bad Debts"--losses arising from uncollectible accounts and other claims, and related costs, are not allowable.
  - b) To pay for "Contingencies"--contributions to a contingency reserve or any similar provision for unforeseen events are not allowable.
  - c) To make "Contributions or Donations"—contributions and donations to other groups or organizations are not allowable.
  - d) To pay for "Entertainment"—costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation and gratuities are not allowable.
  - e) To pay "Fines and Penalties"—costs resulting from violations of, or failure to comply with, federal, state, and local laws and regulations are not allowable.

- f) To pay "Governor's Expenses"--the salaries and expenses of the Office of the Governor of a state or the chief executive of a political subdivision are considered a cost of general state or local government and are not allowable.
  - g) To pay "Legislative Expenses"--the salaries and other expenses of the State Legislature of similar local governmental bodies such as county supervisors, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable.
  - h) To pay "Interest and Other Financial Costs"--interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and
4. To return to the **CITY** within fifteen (15) days of demand all funds expended for disallowed expenditures as determined by the City Council or JSO; and
5. With the approval of the JSO, to 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 the recipient and a separate bank account need not be maintained.
6. To consent to:
- a) Such audits of the financial affairs of the **RECIPIENT** by the Jacksonville Sheriff's Office ("JSO") and/or the Council Auditor's Office as the JSO or the Council may require; and
  - b) Producing all documents required by the JSO and/or the Council Auditors; and
  - c) In the case of each recipient receiving City funding less than \$100,000 from the City, furnishing an annual report of receipts and expenditures of City funds in such form as the JSO shall prescribe. This report shall be certified as to its accuracy by the Financial Officer/Treasurer of the recipient's organization. This report shall be on an annual basis, beginning on the date of contract execution, and shall be due no later than 45 days after the contract year end.

- d) In the case of each recipient receiving City funding, either from one City funding source or cumulatively from several City funding sources, an amount from \$100,000 to \$500,000, furnishing the City a copy of an audit report in accordance with Generally Accepted Government Auditing Standards (GAGAS) issued by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA). This report shall be due within 120 days of the close of the recipient's fiscal year. If the audit report does not address compliance with this agreement, an annual report of receipts and expenditures must be provided in accordance with Section II.B.6.c of this agreement.
  
- e) In the case of each recipient receiving City funding, either from one City funding source or cumulatively from several City funding sources, an amount in excess of \$500,000, furnishing the City a copy of an audit report conducted in accordance with both GAGAS and Government Auditing Standards (GAS) issued by the Comptroller General of the United States, and if applicable the provisions of Office of Management and Budget Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Organizations," of its financial affairs for its fiscal year ending within the current fiscal year of the City made by an independent certified public accountant. This report shall be due within 120 days of the close of the recipient's fiscal year. If the audit report does not address compliance with this agreement, an annual report of receipts and expenditures must be provided in accordance with Section II.B.6.c of this agreement.

### III. ASSIGNMENT AND SUBCONTRACTS:

- A. The **RECIPIENT** shall not assign any rights or duties under this Agreement to any other party not specifically identified in the Application for funding without the prior written permission of the **CITY**. If the **RECIPIENT** attempts to assign any rights or duties without securing prior written permission, this Agreement shall be declared void by the **CITY** and the **RECIPIENT** thereupon agrees to remit to the **CITY** all payments made pursuant to this Agreement which are unspent, by **RECIPIENT** at the time of such assignment without permission within five (5) days from demand.
  
- B. The **RECIPIENT** shall not enter into any additional subcontracts for any of the work contemplated under this Agreement without obtaining the prior written approval of the **CITY** which written approval shall be attached to the original Agreement and subject to such conditions and provisions as the **CITY** may

deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for purchase by the **RECIPIENT** of such articles, supplies, equipment and services which are both necessary and incidental to the performance of the work required under this Agreement; and provided further, however, that no provision of this clause and no such approval by the **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:**

This Agreement shall become effective upon execution of this contract and continuing for a period of one (1) year, unless sooner terminated with or without cause, by either party, by giving thirty (30) days prior written notice of such termination to the other party, unless both parties mutually agree upon a lesser time in writing. In the event that this Agreement is terminated early, by either party, any funds, in the possession of **RECIPIENT**, that are unspent at the time of receipt of notice, shall be immediately returned to the **CITY**.

#### **V. PAYMENT:**

The **CITY** agrees to pay the **RECIPIENT** the total sum of FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00) for Family Farms of Northeast Florida, payable within thirty (30) days after execution of this Agreement.

A. Any costs of services paid for under any other agreement or funding source are not eligible for payment under this agreement. Violation of this clause will constitute a breach of this Agreement and will stand as grounds for withholding of funds from any source under this Agreement, or any other agreement and for termination of this Agreement and may require the return of all funds paid to the **RECIPIENT** under this Agreement upon demand by the Sheriff or designee. Violation shall also be reported to any federal, state or other funding sources for investigation.

B. **Suspension of Funds:** In the event that the **RECIPIENT** comes under investigation by any government or funding agency for activities including for example, but not limited to misuse of grant funds, improper accounting for grant funds, multiple billing of services or clients to one or more funding sources, or any other improper activities, all city funding under this agreement may be suspended in the sole and exclusive discretion of the **CITY** until such time as the said investigation has been resolved or the alleged misuses have been satisfactorily explained to the Council Auditors.

1. If said investigation has been resolved favorably to the **RECIPIENT**, or if, prior to such resolution, the **RECIPIENT'S** explanation of the

circumstances has been accepted by the Council Auditor as satisfactory, then all suspended funds subject to this agreement will be paid, as appropriate.

2. If, on the other hand, the said investigation has been resolved adversely to the **RECIPIENT** or if prior to such resolution, **RECIPIENT's** explanation has not been accepted by the Council Auditors as satisfactory, then the contract may be immediately terminated and all suspended funds shall become disencumbered and shall be returned to the **CITY**. Furthermore, in the event of such adverse resolution, **RECIPIENT** shall return, to the **CITY**, all such misused funds, all such improperly accounted for funds and all such funds subject to multiple billings.
3. In the event the said investigation extends beyond the expiration date of this Agreement, as specified in Article IV, then the **CITY** will seek legislation to avoid lapsing of funds and this Agreement will continue on a month to month basis, only with respect to the suspended funds, in order that such funds will not be disencumbered and returned to the **CITY**, by the passage of time.

#### **VI. TECHNICAL ASSISTANCE:**

- A. The **RECIPIENT** agrees to accept technical assistance related to reporting from the **CITY** and make any reasonable changes in its reporting procedures, which will better facilitate the documentation of program efficiency and effectiveness.
- B. The **RECIPIENT** shall notify the **CITY** if sufficient staff, facilities and equipment necessary to deliver the agreed upon services cannot be maintained. Failure to notify the **CITY** of any such deficiencies, or to adequately provide the services described in Exhibit A and the referenced Application for Funding may be a breach of this Agreement and grounds for termination under Article XVIII.
- C. As a provider agency of the **CITY**, the **RECIPIENT** agrees to participate in all **CITY** meetings and any other community activities reasonably requested by the **CITY**.

## **VII. PROGRESS REPORTS / PROGRAM MONITORING:**

- A. The JSO's Budget & Management Division will be responsible for monitoring the administrative and programmatic functions of the provisions of this agreement.
- B. The JSO's Budget & Management Division will monitor the Program Goals and Objectives. Failure of the **RECIPIENT** to at least maintain sufficient progress in these areas may be grounds for termination of this agreement.
- C. Failure to provide reports as required herein shall result in a certification from the JSO that no further funds shall be disbursed until such reports are provided, received and approved by the JSO and the JSO certifies a restoration of entitlement. The first progress report is due no less than 180 days after execution of this agreement. Additional progress reports may be requested at the discretion of the JSO.

## **VIII. INTEREST OF CITY OFFICERS / EMPLOYEES AND OTHERS:**

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

## **IX. INTEREST OF THE RECIPIENT:**

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

## **X. PERSONNEL:**

- A. The **RECIPIENT** represents that it now has, or will hire at its sole expense, all personnel required in performing the services under this Agreement, Such personnel shall not be employees of or have any contractual relationship with the **CITY**.
- B. All services required hereunder will be performed by the **RECIPIENT**, or under its supervision, and all personnel engaged in the work shall be fully qualified

and shall be authorized or licensed under appropriate state and local law as necessary to perform such services.

- C. The **RECIPIENT** represents that it will at its sole expense, require all staff and/or volunteers who work with children or vulnerable adults (elderly or physically, mentally, or emotionally disabled, including victims of crime.) to submit to a criminal history records check This applies to all positions involving direct contact with youth or vulnerable adults with the exception of special event volunteers. For this purpose, a special event volunteer is defined as a volunteer committed to assist on a specific event/project lasting less than two consecutive weeks and where duties are performed under supervision of staff or certified volunteer leadership.

## **XI. RECORDS:**

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

## **XII. AUDIT:**

- A. In accordance with Section II-B-6 of this Agreement, **RECIPIENT** at its sole cost and expense, shall arrange for an audit of its financial accounts annually by an independent certified public accountant not associated with the **RECIPIENT** or the program or activity herein described, and shall provide the **CITY** with a copy of said audit or audits covering the period specified in Section II-B-6 above no later than **one hundred twenty (120) days** after the expiration of the **RECIPIENT's** fiscal year or years covering the aforesaid period.
- B. Failure of the **RECIPIENT** to provide a copy of a duly executed audit performed in accordance with the preceding guidelines (Section II-B-6) shall constitute a breach of this Agreement and shall stand as grounds for the withholding of funds from any source, under this Agreement or any other agreement, and for termination of this Agreement and shall require return to the **CITY** of all funds paid to the **RECIPIENT**, under the terms of this Agreement.
- C. If an audit pursuant to OMB Circular A-133 is applicable, grant funds shall not be used to pay for the audit, if said grant involves federal funds of less than \$300,000.

## **XIII. BUDGET CHANGES:**

The approved budget for the **RECIPIENT**, included in Exhibit A, and any changes in the budget which would affect expenditure of funds provided under the terms of this contract, must be approved in writing by the JSO's Contract Administrator, or designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid. Funds may be transferred from line item to line item within the line items specified in Exhibit A only with prior written approval of the **CITY**, provided that no expenditure shall exceed the maximum indebtedness of this contract.

## **XIV. CONTRACT, SCOPE OF WORK/SERVICES CHANGES:**

- A. The **CITY** may, from time to time, require changes in the scope of the work or services of the **RECIPIENT** to be performed under this Agreement. Such changes, including any increases or decreases in the amount of the **RECIPIENT'S** compensation, which are mutually agreed upon by the **CITY** and the **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 services provided must be put in writing and approved by the **CITY** at least thirty (30) days prior to said

changes. Failure to properly notify the **CITY** will constitute a breach of this Agreement and will be grounds for termination under Article XVIII.

- C. In the event funds to finance this Agreement become unavailable, the **CITY** may terminate the contract upon no less than **twenty-four (24) hours** notice in writing to the **RECIPIENT**. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The **CITY** shall be the final authority as to the availability of funds.
- D. Should it become necessary for the **CITY** to change the designation of the **CITY'S** Contract Administrator, the **CITY** shall use its best efforts to notify the **RECIPIENT** within 48 hours of such change.

#### **XV. EQUIPMENT PURCHASES:**

- A. Equipment, property, or tangible personal property purchased with City Grant funding, with a unit cost of not less than \$1,000.00 and a useful life of one year or more shall be inventoried. The recipient shall maintain property inventory records, acquisition documents and usage records. Upon the expiration of its use for an approved public purpose, the equipment, property, and tangible personal property shall be transferred free and clear of all liens and encumbrances to the City or disposed of as authorized in writing by the City.
- B. The **RECIPIENT** agrees to make all reasonable efforts so as to adhere to the following City procurement requirements in its purchase of labor, materials, supplies and equipment that is not deemed sole source:
  - 1. Any purchase up to \$2,500 will require one written quotation.
  - 2. Any purchase of over \$2,501 to \$15,000 will require two written quotations.
  - 3. Any purchase of over \$15,001 to \$30,000 will require three written quotations.
  - 4. Any purchase of over \$30,001 to \$50,000 will require four written quotations.
  - 5. Any purchase of over \$50,000 will require a formal bid procedure (advertising and sealed bids).
- C. Quotations received must include date, time, vendor, telephone number, and person giving the quote. Please include minority vendors whenever possible.

## **XVI. RESIDUAL FUNDS:**

**RECIPIENT** agrees that any funds provided by the **CITY** for the operation of the program during the contract period, which are residual funds, remaining unspent or unencumbered by any existing (not contingent) legal obligation, shall be returned to the **CITY** in the form of a negotiable instrument not later than ninety (90) days after the 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 the contract period, which shall not exceed ten percent (10%) of the current appropriation to the **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:**

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

## **XVIII. BREACH /TERMINATION:**

- A. If the **RECIPIENT** breaches any term of this Agreement, the **CITY** may, by written notice of breach to the **RECIPIENT**, terminate the whole or any part of this Agreement in any of the following circumstances:
1. If the **RECIPIENT** fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
  2. If the **RECIPIENT** fails to perform any of the other provisions of this Agreement; or

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

**XVIX NOTICE:**

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

For the **CITY**:  
William J. Clement, CPA  
Chief of Budget & Management  
Jacksonville Sheriff's Office  
501 East Bay Street  
Jacksonville, FL 32202

For the **RECIPIENT**:  
Glenn Ellison  
Founder/President  
Family Farms of Northeast Florida  
1652 Dolph Road  
Jacksonville FL 32220

**XX. INDEMNIFICATION:**

- A. The **RECIPIENT** shall indemnify, save and hold the **CITY** harmless from any and all actions, claims or liabilities arising from or out of the **RECIPIENT'S** performance or lack of performance under this agreement. Should the **CITY**, as a result of the **RECIPIENT'S** performance or lack thereof, be required to reimburse any sums to any **RECIPIENT**, federal or state, contributing funds to this project, or should the **CITY** be required to expend **CITY** funds to complete or correct performance of the **RECIPIENT** under this agreement, the

**RECIPIENT** will immediately refund and reimburse the **CITY** for all sums so expended.

- B. The **RECIPIENT** shall act as an independent contractor, and not as an employee of the **CITY**, in operating the aforementioned service. The **RECIPIENT** shall provide indemnification and proof of insurance in a manner proscribed in the City of Jacksonville Insurance Requirements and shall furnish a copy of this insurance policy to the **CITY**. In addition to the insurance requirements set forth above herein, the **RECIPIENT** shall ensure that the following limits of coverage required by the City of Jacksonville are provided and maintained during the entire period of the contract:

#### **XXI. CIVIL RIGHTS:**

- A. There will be no discrimination against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap or marital status in the performance of this Agreement.
- B. The **RECIPIENT** shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to the persons served.
- C. The **RECIPIENT** shall comply with Title VII of the Civil Rights Act of 1964 (42 USC 2000e) in regard to employees or applicants for employment.
- D. The **RECIPIENT** shall comply with Section 504 of the Rehabilitation Act of 1973 in regard to employees or applicants for employment and clients served.
- E. The **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, the **CITY** shall have the right to terminate this Agreement as provided in Section XVIII. B.

#### **XXII. EQUAL EMPLOYMENT OPPORTUNITY:**

The **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 shall include, but 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. The **RECIPIENT** shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the **CITY** setting forth the provisions of this nondiscrimination clause. The **RECIPIENT** shall incorporate this provision in all subcontracts for services provided under this agreement.

### **XXIII. OTHER CONDITIONS:**

- A. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by both parties and attached to the original of this Agreement. The parties agree to amend this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.
- B. The **RECIPIENT** agrees to include the statement "**This program is funded in whole or in part by the City of Jacksonville**" or similar language agreed to in writing by both parties when referencing this program.
- C. **THIS AGREEMENT** shall apply to all funds appropriated during the fiscal year ending September 30, 2014, provided that the **CITY'S** rights and the **RECIPIENT'S** duties hereunder shall continue for a period of five (5) years from the date of execution hereof.
- D. Organization-furnished automobiles: That portion of the cost of organization-furnished automobiles that relates to personal use by employees (including transportation to and from work) is unallowable as fringe benefit or indirect costs regardless of whether the cost is reported as taxable income to the employees. These costs are allowable as direct costs to sponsored award when necessary for the performance of the sponsored award and approved by awarding agencies.

### **XXIV. FISCAL YEAR OF RECIPIENT:**

The **RECIPIENT'S** fiscal year ends on June 30<sup>th</sup>.

### **XXV. INCORPORATION OF EXHIBITS:**

All Exhibits that are attached hereto are, by this reference, incorporated herein and made a part hereof, as if set out in their entirety.

### **XXVI. NEGOTIATED AGREEMENT:**

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

## **XXVII. DUAL PAYMENTS PROHIBITION**

**RECIPIENT** shall not apply funds received under this agreement to services that are being or have been paid, in whole, from funds from other sources; provided however that nothing shall prohibit partial payment for services from funds under this agreement, together with partial payment for such services from other funding sources if the total amount of all funds do not exceed the agreed upon monetary value for the service provided. Application for and/or receipt of such dual shall constitute a material breach of this Agreement and may be grounds for immediate termination, on twenty-four hours oral notice, notwithstanding any other provision herein to the contrary. In that event, **RECIPIENT** shall be subject to damages in the amount of the funds that were received as dual payments, as prohibited herein; and the **CITY** shall be entitled to all other remedies allowable by law. In addition, in the event such prohibited dual payments occur, the **CITY** may terminate this agreement upon twenty-four (24) hours prior written notice to the **RECIPIENT**.

## **XXVIII. ENTIRE AGREEMENT**

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

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

ATTEST:

City of Jacksonville

By:

*James R. McCain, Jr.*  
James R. McCain, Jr.  
Corporation Secretary



By:

*Karen Bowling*  
Alvin Brown  
Mayor

WITNESSED:

Federal EID# 75-2986175

By:

*Glenn Ellison*  
GLENN ELLISON  
Founder / CEO  
Title

By:

*Paul E. Lunsen Jr.*  
PAUL E. LUNSEN JR.  
SECRETARY  
Title

In compliance with the Charter of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid.

*C. Ronald Belton*  
Director of Administration and Finance

Karen Bowling  
Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2013-04

**Law Enforcement Trust Fund**

Index Code SHPS64ABUSLE TRSH02  
Sub Object: 08201

Form Approved:

Contract Number

8561-05

(Typed)

Assistant General Counsel

*James R. McCain, Jr.*

*By*

## **EXHIBIT A**

### **FAMILY FARMS OF NORTHEAST FLORIDA SCOPE OF SERVICES**

Family Farms of Northeast Florida provides a short-term intervention program that targets parents and how to change the home environment. Seventy-five percent is for the home and twenty-five percent is aimed at teaching children the consequences of bad choices.

The objective of the program is to educate parents through Empowering Parent Conference using the Parent Project© curriculum. The parents stay with the parent support group. The children are held accountable through Camp Consequence.

The expected outcomes of the program are that parents will be able to take care of family problems without calling the police. Truancy will go down because children will go to school. Siblings will mind their parents because they will realize the consequences.

Funds from this appropriation (\$40,000) will be used for advertising and for updating and remodeling the facilities.

The Recipient will provide a progress report to the JSO six (6) months after the Effective Date. The progress report must, at a minimum, provide an accounting of the funds expended to date.