

**MANAGEMENT AGREEMENT
AMONG
THE CITY OF JACKSONVILLE,
100 BLACK MEN OF JACKSONVILLE, INC.,
AND
I'M A STAR FOUNDATION, INC.
FOR
PROGRAM AND FACILITY MANAGEMENT SERVICES AT
MONCRIEF COMMUNITY CENTER**

THIS AGREEMENT (the "Agreement") is entered into on _____, 2019, (the "Effective Date") among the **CITY OF JACKSONVILLE**, a municipal corporation, whose address is 117 West Duval Street, Jacksonville, Florida 32202 ("City"), and **100 BLACK MEN OF JACKSONVILLE, INC.**, a Florida not for profit corporation, whose address is Post Office Box 2065, Jacksonville, Florida 32203, and **I'M A STAR FOUNDATION, INC.**, a Florida not for profit corporation, whose address is 3909 Soutel Drive, Jacksonville, Florida 32208 (collectively "Manager"). Notwithstanding their joint reference in this Agreement, the rights and responsibilities and liabilities under the provisions of this Agreement are not joint and several but shall be comparative. Neither party is an indemnitor or insurer of the performance of the other.

RECITALS

City owns certain real property at 5656 West Moncrief Road, Jacksonville, Florida 32219, on which it will construct improvements to be used as a community center, RE# 022256-0010. The property and the improvements to be constructed are referred to in this Agreement as the "Facility".

100 Black Men of Jacksonville, Florida, Inc. is a Florida not for profit corporation whose mission is to serve as accessible and committed leaders for positive change by developing and implementing responsible solutions to issues facing the African American community by focusing on mentoring, health and wellness, education and scholarship, and economic empowerment.

I'm A Star Foundation, Inc. is a Florida not for profit corporation whose mission is engage middle and high school teens in service projects focused on leadership training and improving childhood obesity, food deserts, and student homelessness.

City, 100 Black Men, and I'm A Star desire to partner to provide a safe, fun, engaging and learning environment for youth 12 – 18 with programs that will include health and nutrition training, leadership development, peer to peer mentoring and social skills development, STEM training, entrepreneur training, homework assistance and college readiness, and field trips related to these programs (the "Programs"). The Programs will be offered six days each week approximately 5 hours each day and will target students within a 3 mile radius of the Facility.

100 Black Men and I'm A Star propose to program, staff and manage the Programs at the Facility and City requires management of the Facility and programming for the facility.

In consideration for 100 Black Men and I'm A Star providing facility management and the

Programs desired by the City as recited above, City by this Agreement retains 100 Black Men and I'm A Star to manage the Facility and provide the Programs, and 100 Black Men and I'm A Star agree to manage the facility and provide the Programs. 100 Black Men and I'm A Star shall coordinate with the City to assure the facility as constructed is suitable for the Programs. The Facility is provided to Manager in its "AS IS" condition and without representation or warranty by City as to the suitability or condition of the Facility for Manager's use.

The terms and conditions to which this Agreement is subject follow:

1. **Recitals.** The recitals above are accurate and incorporated into this Agreement by this reference.

2. **Definitions.** As used in this Agreement, the words defined in the Recitals and below shall have the meanings ascribed to them.

(a) "Department" means the Chief of Recreation and Community Programming in the Parks, Recreation and Community Services Department of the City of Jacksonville

(b) "Facility" means the real property identified above and all improvements located on the property.

(c) "Government Requirement" means any permit, law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise, condition, certificate, permit, license, authorization, or other direction or requirement of any governmental or regulatory national, state, or local entity with jurisdiction over City, Manager, or the Facility. Government Requirements include all applicable Florida statutes and Jacksonville ordinances, any regulation found in the Florida Administrative Code, and all regulations or rules now existing or in the future adopted.

(d) "Hazardous Materials" means any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, asbestos, radon, petroleum products, hazardous or toxic substances, or related materials, including without limitation those defined in:

(i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 *et seq.*);

(ii) the Hazardous Materials Transportation Act, as amended (42 U.S.C. §§ 1808 *et seq.*);

(iii) the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §§ 6901 *et seq.*);

(iv) regulations adopted and publications promulgated pursuant to the foregoing;

(v) any other Governmental Requirement; and

(vi) any other material, the use, release, disposal, or presence of which may result in liability under any Governmental Requirement or common law action.

(e) "Term" means the term of this Agreement beginning on the date this Agreement is executed by the Mayor and continuing for a period of 3 years, expiring on the date that is 3 years from the beginning date. Upon mutual agreement of the parties, this Agreement may be extended for 2 additional 3-year periods on the same terms and conditions set forth in this Agreement. Notice of the Manager's request for an additional term must be given to City in writing at least 90 days prior to the end of the then-current term.

(e) "Permitted Use" means management and operation of the Facility and the Programs in compliance with the terms of this Agreement and all Governmental Requirements.

(f) "Vending" is defined as the exchange of goods, foodstuffs, or services for monetary gain or service-in-kind.

3. Representations, Warranties, Validity and Binding Effect. 100 Black Men and I'm A Star each represents for itself and not on behalf of the other the following:

(a) Manager is a Florida not for profit corporation, duly organized, validly existing, and in good standing under the laws of the State of Florida with full legal right, power, and authority to conduct its operations substantially as presently conducted, and to execute, deliver, and perform its obligations under this Agreement.

(b) Manager has authority to execute this Agreement and bind itself to the performance required of them by this Agreement.

(c) This Agreement is a valid and binding obligation of Manager.

(d) Entering into this Agreement will not conflict with or be a breach of or a default under the provisions of any Government Requirement or any agreement, indenture, or other instrument to which Manager is a party.

(e) Manager is not in breach of or in default under any applicable Government Requirement, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute a breach or default which would affect the validity or enforceability of this Agreement or would affect materially or adversely the ability of Manager to perform its obligations under the terms of this Agreement.

(f) There is no action, suit, proceeding, inquiry, or investigation, in equity or at law, before or by any court, governmental agency, public board, or body to which Manager is a party pending or, to the best of its knowledge, threatened against or affecting it (i) contesting its corporate existence, tax exempt status, or the powers or the titles of its officers to their respective offices, (ii) contesting the validity or the power of Manager to execute and deliver, or affecting the enforceability of, this Agreement, (iii) contesting or affecting the power of Manager to consummate the transactions contemplated by this Agreement, or (iv) in which an unfavorable court decision, ruling, or finding would materially affect the financial position of Manager.

4. Taxes and Other Charges. During the Term Manager shall timely pay all federal, state, and local taxes of any nature that are lawfully imposed and are due and payable or become liens upon or arise in connection with the use, occupancy, or possession of the Facility or any part of the Facility.

5. Use of Facility.

(a) Manager shall use the Facility only for the Permitted Use. No other use of the Facility by Manager is allowed without the prior written consent of City in its sole discretion. Manager shall manage, administer, maintain, and operate the Facility during reasonable hours consistent with Manager's purposes and uses of this Agreement and consistent with the use of the Facility as a community center. Manager shall, at its sole cost and expense, perform the Facility maintenance obligations.

(b) Manager is responsible for advertising the Programs in as broad a manner as is feasible so notice of the Programs reaches as many youth as possible. Manager shall provide the Department a description of its advertising efforts and copies of pertinent notices, fliers and other materials demonstrating its outreach efforts.

(c) Manager will comply with Government Requirements imposed upon the Facility and shall not in any way subject City to liability or exposure for failure to adhere to those requirements.

(d) Manager has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment in its management, use, and operation of the Facility and conduct of the Programs.

(e) Manager shall not require any member of the public to pay any charge or rate for any programs or activities provided by Manager at the Facility.

(f) Manager shall comply with City's Volunteer Background Screening Policy, completing background and security reviews of all employees and volunteers who provide or perform services for Manager at the Facility. Use or employment of any volunteer who has not successfully passed such screening policy is a breach of this Agreement and may result in immediate termination of the Agreement. Manager shall also provide to the Department copies of all licenses required by the State of Florida, Department of Children and Families, and qualification letters on Manager's employees and volunteers issued by the State of Florida, Department of Children and Families. Manager shall not provide any programs for children within the Facility unless the program provides a ratio of at least 1 adult for 20 children. Further, City shall require all third parties seeking to use the Facility for children's activities or programs to comply with City's Volunteer Background Screening Policy before scheduling and allowing such use of the Facility by such third parties.

(g) Manager shall be responsible for all security relating to its use of the Facility.

(h) City may, in its sole discretion, provide staffing to assist Manager with the recreational and educational components of the Programs.

(i) Manager shall provide to the Department monthly reports on scheduled activities, plans, attendance figures by age group, next month's schedule, and any other information requested by the Department.

6. Improvements to Facility, Personal Property. Manager shall not make additions, alterations, changes, or improvements in or to the Facility or any part thereof without the prior written consent of City, which consent may be withheld in the sole and absolute discretion of City. Menial, regular, and routine maintenance are not prohibited by this provision. Manager shall maintain the Facility (including but not limited to all improvements) in good and safe condition, ordinary wear and tear excepted, pursuant to the provisions of this Agreement. All additions, alterations, changes, or improvements made by Manager shall be constructed at Manager's sole expense and shall, upon completion thereof, become the property of City. All additions, alterations, changes, or improvements shall be made in conformance with applicable Governmental Requirements. Manager may place its personal property on or within the Facility during the Agreement Term from time to time at its discretion; however, all of Manager's personal property that may be in the Facility during the Term shall be so at Manager's sole risk.

7. Maintenance, Repairs and Utilities. City and Manager shall have joint responsibility for the maintenance and upkeep of the Facility.

(a) Manager, in cooperation with City, shall be responsible for ongoing maintenance of the Facility. Ongoing maintenance of the Facility includes, but is not limited to, removal of trash, cleaning, replenishing of restrooms, cleaning and maintenance of floor coverings, and general upkeep of the Facility so that the Facility will be maintained in a clean and sanitary condition at all times. Manager is responsible for the installation and maintenance of any additional telephones, computer facilities, or other communication facilities utilized by Manager at the Facility. Manager is also responsible for the day to day operational costs.

(b) City's obligations shall include maintenance, replacement, and repair of the interior and exterior of the Facility, doors, windows, structural components, including roofs, porches, interior and exterior walls, window casements, restrooms, any sprinkler system installed for the control of fire, plumbing, pipes, underground utility and sewer pipes (unless such utilities and pipes are required to be maintained by the utility company providing said utilities), HVAC system, and electrical wiring and conduits servicing the Facility. City shall be responsible for power, gas, electric, water, sewer and garbage costs but in no event shall City be responsible for the unavailability of any utilities or services or any interruption or failure in the supply of any utilities to the Facility. All landscaping and grassed areas shall be maintained by City.

8. Indemnification. See Exhibit A.

9. Insurance. See Exhibit B

10. Compliance with Government Requirements. During the Term, Manager shall comply with all Government Requirements governing or affecting the Facility and the use of the Facility for any reason. Manager shall notify City of any violation of any Government Requirement promptly after Manager's knowledge of the violation, and Manager shall diligently and prudently take the requisite action to correct the violation as soon as reasonably possible after discovery of violation. Upon City's request, Manager shall assure City from time to time in written certifications that Manager and the Facility are in compliance with all Government Requirements and this Agreement.

11. Assignment. Manager shall not assign its rights or delegate its duties under the provisions of this Agreement. This Agreement is personal to Manager. Assignment or of delegation

of the rights and duties of Manager under the provisions of this Agreement is a breach that may result in immediate termination of this Agreement.

12. Destruction or Damage. If the Facility or any part of it is destroyed or damaged from any casualty, Manager shall, to the extent of available insurance proceeds, repair the damage and restore the Facility to the extent reasonable and practical under the circumstances then existing.

13. Hazardous Materials.

(a) Manager shall not knowingly use, handle, store or permit the use, handling, or storage of Hazardous Materials at the Facility. Manager shall not dispose of or permit or allow the disposal, leakage, spillage, or discharge on or in the Facility of any Hazardous Material. If any Hazardous Material should be used, handled, or stored or if any Hazardous Material is disposed of or permitted to leak, spill, or discharge on or in the Facility by accident or otherwise, Manager shall: provide immediate written notice thereof to City; immediately commence and diligently pursue the removal of any such Hazardous Material; remediate, clean, and restore the Hazardous Material area in accordance with all applicable Governmental Requirements; and, pay all fines, fees, assessments, and penalties arising therefrom. Manager shall furnish City periodically, at City's request, certification that Manager is in compliance with the provisions of this Section.

(b) Manager shall provide written notice to City within 3 days of:

(i) any change in Manager's utilization and operation of the Facility involving the use, handling, or storage of Hazardous Materials;

(ii) receipt of any warning, notice, notice of violation, lawsuit, or the like from any governmental agency or regulatory authority relating to environmental compliance;

(iii) receipt of any complaint, claim, or lawsuit filed by any third party relating to environmental compliance; or

(iv) releases, spills, leaks, or disposal of any Hazardous Material at the Facility.

(c) If Manager fails to comply with any of the provisions of this section, City shall have the right, but shall not be obligated, to enter into the Facility without by doing so causing or constituting a termination of this Agreement or ejection of Manager, either constructive or otherwise, in whole or in part, from all or any portion of the Facility or an interference with Manager's possession and use of the Facility, and take such steps and incur such expenses as City shall deem necessary to correct Manager's default, including, without limitation of the generality of the foregoing, the making of all replacements or repairs for which Manager is responsible, and Manager shall reimburse City on demand for any expense incurred by City as a result thereof.

14. Default. Each of the following events shall be a default hereunder by Manager and shall constitute a breach of this Agreement:

(a) Failure to pay City any license fee or any other charge due hereunder as and when the same shall become payable and due and the same remains unpaid for 10 days after City's written notice for payment;

(b) Failure to perform any of the covenants, conditions, and terms of this Agreement on Manager's part to be performed and such non-performance shall continue for a period of 30 days after written notice from City of the failure; or, failure to act in good faith to begin performance within the 30 day period to cure a non-performance which cannot be cured within the initial 30 day period or failure to diligently proceed with the cure to completion within a reasonable time. However, in no event shall the extended period exceed 90 days;

(c) Abandonment of the Facility or cessation of the Programs for any period of time exceeding 30 consecutive calendar days;

(d) Assignment of this Agreement;

(e) Failure to maintain the proper insurance as required by this Agreement after having received written notice from City of the failure; or

(f) If any person participating in Manager's authorized activities and/or programs is found to be in violation of City's Volunteer Background Screening Policy.

If an event of default occurs and is uncured, the in addition to any other remedy available to City at law or in equity, City shall have the right to immediately terminate this Agreement by giving Manager written notice of termination. Upon receipt of notice, this Agreement shall terminate and the parties shall be released from all obligations under this Agreement that do not specifically survive its termination.

15. Manager Termination. Manager may terminate this Agreement at any time during the Term if Manager determines that its financial condition or operating funds are not sufficient for Manager to maintain and operate the Facility as described in this Agreement upon giving City at least 30 days' written notice of Manager's need to terminate this Agreement and stating the termination date and the Agreement shall terminate as of that date and the parties shall be released from all obligations under the provisions of this Agreement that do not specifically survive termination.

16. City Termination. Notwithstanding any contrary provision of this Agreement, City has the absolute right to terminate this Agreement at any time by providing at least 30 days' written notice of termination to Manager.

17. Licenses, Permits. Manager will be responsible for obtaining all licenses, permits, inspections, and other approvals necessary for the operation of the Facility for the Permitted Use.

18. Expiration of Term. At the expiration of the Term, Manager shall peaceably return the Facility to City in good condition, ordinary wear and tear excepted. Manager shall have the right to remove from the Facility all of Manager's personal property, including but not limited to all furnishings, furniture, machinery, equipment, appurtenances, and appliances placed or installed on or in the Facility, provided Manager restores the Facility after the removal of the property.

19. Right of City to Inspect. City at all times may enter the Facility for the purpose of inspecting it, for observing operation of the Programs, and for any other purposes allowed by this Agreement. Manager shall provide City with keys to all gates and improvements on or in the Facility.

20. Force Majeure. If City or Manager shall be delayed in, hindered in, or prevented from

the performance of any act required by this Agreement (other than performance requiring the payment of a sum of money) because of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations, or actions, riots, insurrection, the act, failure to act, or default of the other party, war, or other reason beyond such party's reasonable control (excluding the unavailability of funds or financing), then the performance of the act shall be excused for the period of the delay and the period for the performance of that act shall be extended for a period of time equal to the length of the delay.

21. Liens. Manager shall, immediately after it is filed or claimed, have released (by bonding or otherwise) any construction or other lien filed or claimed against City's interest in the Facility or any other interest in property City has because of labor or materials provided for Manager or any of its contractors or subcontractors, or otherwise arising out of Manager's use or occupancy of the Facility. Manager has no right, power, or authority to contract for or allow to be furnished any services or materials that would give rise to the filing of any construction lien against City's interest in the Facility. At City's request, Manager shall execute a written instrument to be recorded for the purpose of providing notice of the existence of the provisions of the preceding sentence as provided for in Section 713.10, Florida Statutes.

22. Condemnation. If any part of the Facility is taken by eminent domain or condemnation or voluntarily transferred to a condemning authority under the threat of condemnation, City may, at its sole option, terminate this Agreement by giving written notice to Manager within 30 days after the taking, or, if by reason of such taking of the Facility, Manager's operation in or access to the Facility is substantially and materially impaired, Manager shall have the option to terminate this Agreement by giving written notice to City within 30 days after the taking. Manager waives all rights it may have in all condemnation awards, including, without limitation, loss of or damage to this Agreement, and Manager assigns its claims to City, except such awards as are separately and specifically awarded to Manager for its separate personal property, moving expenses, and business damages.

23. City Recognition. All signage and graphics for the Facility and the Programs that advertise, designate, or locate Manager at the Facility shall incorporate a recognition of the Department in reasonable form. No signs making reference to City or the Department shall be placed on or about the Facility until those signs have been reviewed and approved by the Department. This Agreement does not grant any naming rights for the property to the Manager. The Jacksonville City Council holds all naming rights to the Facility.

24. Annual Report. On March 30 of each year, Manager shall present an Annual Report to the Department providing Manager's financial statements, liabilities, assets, revenue, officers' names and addresses, rules and regulations, and by-laws. The annual report shall also describe the programs and activities offered during the reporting year, how many youth were served and the measurable outcomes for those programs and activities, and shall include the schedule of fees and charges for activities for the reporting year, if any; proof of insurance; worker's compensation exemption letter, if applicable; letter of compliance for performing background check screenings for employees and volunteers working with vulnerable populations; hours of operation; and proposed fees, if any, for the upcoming year.

25. Audit. With reasonable notice, City shall have the right to audit Manager's financial books, records, and documents relating to the Facility and the Programs.

26. Vending. Before vending can be permitted at the Facility, Manager must receive

written approval of City. In its request for vending privileges, Manager must propose in writing the proposed vending item or service and its charge or service in kind. If the vending item or service changes its charge or service in kind, that change must be approved in writing by the Department.

27. Miscellaneous:

(a) Notices. Any notices allowed or required in this Agreement shall be in writing to the person at the address designated below. Notice is deemed to have been given on the date of personal delivery or 5 days after depositing the notice, postage pre-paid, with the United States Postal Service. If notice is given in a manner that results in a receipt of delivery then notice is deemed given on the day of receipt. If a party fails to accept certified or registered mail then receipt of the notice shall be deemed to be on the 10th day after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice of the change as provided here, without the need for an amendment.

If to City: Office of the Director
 City of Jacksonville
 Department of Parks, Recreation & Community Services
 214 North Hogan Street, 4th Floor
 Jacksonville, Florida 32202

With Copy To: Office of General Counsel
 City of Jacksonville
 Attn: Governmental Operations
 117 West Duval Street, Suite 480
 Jacksonville, Florida 32202

If to Manager: Charles Griggs, President
 100 Black Men of Jacksonville, Inc.
 Post Office Box 2065
 Jacksonville, Florida 32203

And

Betty S. Burney, President
I'm A Star Foundation, Inc.
3909 Soutel Drive
Jacksonville, Florida 32208

(b) Legal Representation. No provision of this Agreement shall be construed against a party due to the fact that it or its counsel drafted, dictated, or modified this Agreement or any covenant, condition, or term of this Agreement.

(c) Further Instruments. The parties shall, from time to time, execute and deliver any additional instruments a party may reasonably request to effectuate the intent of this Agreement.

(d) Severability of Invalid Provision. If any of the provisions of this Agreement are found to be unenforceable, the enforceability of the remaining provisions of this Agreement shall not be affected, unless such unenforceable provisions contain material terms of the transaction.

(e) No Personal Liability; No Joint Liability. No representation, statement, covenant, warranty, stipulation, obligation, or agreement contained herein is a representation, statement, covenant, warranty, stipulation, obligation, or agreement of any member, officer, employee, or agent of City or Manager in his or her individual capacity, and none of the foregoing persons shall be liable personally or be subject to any personal liability or accountability by reason of the execution or delivery thereof. Moreover, 100 Black Men and I'm A Star shall not be construed because of this Agreement to be indemnitors or insurers of the other's performance or liable for the other's breach or liability for damages. Each shall be individually responsible for their performance of the obligations of this Agreement and any liability for damages comparatively, and not joint and severally.

(f) Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer upon any entity other than City and Manager any right, remedy, or claim, equitable or legal, under the provisions of this Agreement. All provisions of this Agreement are for the exclusive and sole benefit of City and Manager.

(g) Successors and Assigns. To the extent permitted allowed by this Agreement, this Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

(h) Survival of Representations and Warranties. The indemnifications, representations, and warranties of the respective parties to this Agreement survive the termination of this Agreement.

(j) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

(k) Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any prior agreements and understandings between the parties relating to the subject matter of this Agreement. Except as may be otherwise provided in this Agreement, it shall not be supplemented, amended, or modified except by written instrument signed by the parties.

(l) Time. Time is of the essence of this Agreement. When any time period specified herein falls upon a Saturday, Sunday, or legal holiday, the time period shall be extended to 5:00 P.M. on the next ensuing business day.

(m) Waiver of Defaults. The waiver by either party of any breach of this Agreement by the other party shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Agreement.

(n) City Agent. The Department is the City's agent for all purposes under the provisions of this Agreement.

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

IN WITNESS WHEREOF, the respective parties hereto have hereunto executed this Agreement for the purposes expressed herein effective the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry as Mayor

WITNESSES:

**100 BLACK MEN OF JACKSONVILLE,
INC.**

Print Name: _____

By: _____
Charles Griggs as President

Print Name: _____

WITNESSES:

I'M A STAR FOUNDATION, INC.

Print Name: _____

By: _____
Betty S. Burney as President

Print Name: _____

Form Approved:

By: _____
Office of General Counsel

EXHIBIT A INDEMNIFICATION

100 Black Men of Jacksonville, Inc. and I'm A Star Foundation, Inc. (collectively Manager) shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

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

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

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

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

EXHIBIT B
INSURANCE REQUIREMENTS

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

Insurance Coverages

Schedule	Limits
Worker's Compensation Employer's Liability	Florida Statutory Coverage \$ 1,000,000 Each Accident \$ 1,000,000 Disease Policy Limit \$ 1,000,000 Each Employee/Disease

This insurance shall cover the Manager (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 \$2,000,000 \$1,000,000 \$1,000,000 \$ 50,000 \$ 5,000	General Aggregate Products & Comp. Ops. Agg. Personal/ Advertising Injury Each Occurrence Fire Damage Medical Expenses
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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 (Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)	\$1,000,000	Combined Single Limit
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Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Accidental Death & Dismemberment	\$15,000	Per Participant
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Additional Insurance Provisions

- A. Additional Insured: All insurance except Worker's 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 CG2260 and, Automobile Liability CA2048.
- B. Waiver of Subrogation. All required insurance except AD & D policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- C. Manager's Insurance Primary. The insurance provided by the CONTRACTOR shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Manager. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.
- E. Manager's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Manager or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Manager shall relieve Manager of Manager's full responsibility to provide insurance as required under this Contract.
- G. Certificates of Insurance. Manager shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be 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 State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- I. Notice. The Manager shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Manager shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Manager under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

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

- L. Special Provisions: Prior to executing this Agreement, Manager shall present this Contract and Exhibit A & B to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Manager.