

AGREEMENT

This agreement (“Agreement”) is hereby made and entered into on the date of last signature (“Effective Date”), by and between The Research Foundation of the City University of New York on behalf of the National Network for Safe Communities at John Jay College (“NNSC” or “Contractor”), located at 230 W. 41st Street, 7th Floor, New York, NY 10036 and the City of Fort Lauderdale (“Sponsor”), located at 101 NE 3rd Avenue, Fort Lauderdale, Florida 33301, each individually referred to herein as a “Party” and collectively as the “Parties.” In consideration of the faithful performance of the terms, covenants, and conditions and the mutual obligations as set forth herein, the Sponsor and Contractor agree as follows:

1. **Term.** The Agreement shall be for a period beginning November 1, 2025, and ending June 30, 2026.
2. **Scope of Services.** The services (“Services”) provided during the term of this Agreement and covered by this Agreement are set forth in Exhibit A, which is attached hereto and incorporated herein by reference.
3. **Compensation Terms.**
 - a. This is a performance-based contract for \$218,000.00 (“Fees”) for the completion of the Services in accord with the terms and conditions of the Agreement and Schedule A.
 - b. All references to “\$” or “dollars” mean the lawful currency of the United States of America (“USD”) and all amounts payable under this Agreement shall be paid in USD. The Sponsor promises to support any loss caused by a fluctuation of the exchange rate occurring until the complete performance of the contract.
 - c. The Contractor promises to submit invoice(s) in accordance with the payment schedule attached hereto as Schedule A (“Fee Schedule”) and incorporated herein by reference. The Sponsor’s delivered payment terms are payment within thirty (30) days except where the law provides otherwise. It is understood and agreed that Sponsor promises not to withhold any amount for payment of taxes from the compensation of the Contractor.
4. **Independent Contractor.** In connection with the Contractor’s operations and activities hereunder, Contractor is an Independent Contractor and this Agreement does not create an agency, partnership, or formal business relationship of any kind between Sponsor and Contractor or Sponsor and Contractor’s employees. All Contractor personnel providing services under this Agreement shall be deemed employees of Contractor and shall not for any purposes be considered employees or agents of the Sponsor. Contractor assumes full responsibility for the actions and supervision of such personnel while performing services under this Subcontract. Sponsor assumes no liability for Contractor personnel. Contractor, as an independent company contractor to Sponsor, promises to be responsible for all taxes, fees, license, or other legal or governmental requirements for the Services and its employees performing services under this Agreement unless otherwise noted in Schedule A.
5. **Supervision of the Work.** Contractor promises to supervise and direct the Services described in Exhibit A, using Contractor’s best skill and attention. Contractor promises to be solely responsible for all methods, techniques, sequences, and procedures, and shall coordinate all portions of the Services provided hereunder. Sponsor promises to deal only through Contractor, who shall be responsible for the proper execution of the

Services. A subcontractor (“Subcontractor”) is a person or organization that has a direct contract with Contractor to perform any of the Services. Nothing contained in this Agreement or any other document associated with the performance of the Services shall create any contractual relation between any Subcontractor and the Sponsor. Contractor promises to be responsible to Sponsor for the acts and omissions of Contractor’s employees, Subcontractors, and their agents and employees, and any other persons performing any of the Services under a contract with Contractor. Contractor promises to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Services performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by the Sponsor.

6. **Access to Data.** Contractor requires access to certain criminal justice information from the Sponsor to implement this Agreement. Sponsor promises to secure access to and share such information with Contractor. All information provided by Sponsor to the Contractor will be subject to the conditions of this Agreement.

7. **Confidential Information.**

a. Confidential and confidential or exempt information is defined by Florida Law as provided for in Chapter 119, Florida Statutes. Said exempt or confidential and exempt information includes, but is not limited to, active criminal intelligence information and active criminal investigative information as defined in F.S. 119.071(2)(c)1, information revealing surveillance techniques or procedures or personnel as defined in F.S. 119.071(d), information revealing the substance of a confession as defined in F.S. 119.071(2)(e), information revealing the identity of a confidential source as defined F.S. 119.071(2)(f), any criminal intelligence information or criminal investigative information that reveals the personal assets of the victim of a crime as defined in F.S. 119.071(2)(i), criminal intelligence information or criminal investigative information that reveal the personal identifying information of a witness to a murder as defined in F..S. 119.071(2)(m).

b. The Sponsor shall identify to the Contractor any information that is confidential or confidential or exempt, as defined by Florida law at the time of transmission.

c.

d.

c. The Contractor promises to protect the Confidential Information using the same degree of care it uses to protect its own Confidential Information using no less than a reasonable degree of care.

e.

d. Contractor promises to promptly report to Sponsor any discovered unauthorized access to or use of an confidential or confidential and exempt information provided by the Sponsor.

e. The foregoing obligations with respect to Confidential Information will survive the expiration or termination of this Agreement and remain confidential or confidential and exempt until the information is no longer deemed confidential or confidential and exempt per Florida law.

8. **Publication.** Contractor retains the right to draw on the information obtained and Services provided through this Agreement, and any of its own follow-on research that results from it. Under no circumstances will any Contractor publications contain any Confidential Information as defined in this Agreement.

9. **Delays.**

- a. Neither Sponsor nor Contractor will be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming Party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; pandemics or limitations brought on as a result of a pandemic; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any government agency for any of the supplies, materials, information, accesses, or services required to be provided by either Sponsor or Contractor under this Agreement. Should such circumstances occur, the nonconforming Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances that prevent continued performance and efforts undertaken to resume performance of the Agreement. If the Contractor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the Sponsor or circumstances beyond the Contractor's control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.
- b. For delays in Contractor's performance caused by circumstances that are within its control, Contractor promises to immediately notify Sponsor of such delays. Such notice must include the cause, effect, duration, and corrective action proposed by Contractor to address the delay.

10. **Notices.** All notices required or permitted to be given to any Party to this Agreement must be given in writing and must be delivered personally or sent by United States mail postage prepaid or by a nationally recognized overnight carrier, or sent by e-mail addressed to the Parties as set forth below:

To Contractor:

Research Foundation of CUNY
Attn: Matthew Drost
Chief Counsel & Secretary of the Board
230 West 41st Street
New York, NY 10036-7207
(212) 417-8360
LegalAffairs@rfcuny.org

To Sponsor:

Fort Lauderdale PD
Attn: Captain Wilgienson Auguste

1300 W. Broward Blvd
Fort Lauderdale FL 33312
954-828-5480
WAuguste@flpd.gov

Either Party may alter the address to which communications or copies are to be sent by giving written notice, provided that notice of a change in address must be effective only upon receipt of such change of address in conformity with the provisions of this paragraph for giving notice.

11. **Indemnification.** Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

12. **Insurance.** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the Sponsor a certificate of insurance evidencing such coverage. Contractor's insurance coverage required herein shall be primary to insurance available to Sponsor. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better.

The coverages, limits, and/or endorsements required herein protect the interests of the Sponsor, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the Sponsor's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for third-party Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability.

The Sponsor, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with respect to liability arising out of activities performed under this Agreement by Contractor. The

coverage shall contain no special limitation on the scope of protection afforded to the Sponsor, its officials, employees, and volunteers.

Cyber Liability

Coverage must be afforded in an amount not less than \$1,000,000 per claim as well as notification and related costs for cyber incidents.

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the Sponsor, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Business Automobile Liability

Coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles, if any, for Bodily Injury and Property Damage an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, if Contractor uses such vehicles under this Agreement, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any entity performing work for or on behalf of the Sponsor must provide Workers' Compensation insurance for that entity's employees. Exceptions and exemptions will be allowed by the Sponsor's Risk Manager, if they are in accordance with Florida Statute. Contractors ineligible for a State exemption certificate agree that they are excluded from any benefits, from the Sponsor, afforded under Chapter 440, Florida Statutes.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the Sponsor, its officials, employees, and volunteers for losses or damages arising out of Contractor's work under this Agreement.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. Contractor shall provide the Sponsor with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

- b. It shall be the responsibility of Contractor to provide 30 days prior written notice of cancellations. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- c. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the Sponsor with an updated Certificate of Insurance within ten (10) days of the expiration of the insurance currently in effect.
- d. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- e. The Sponsor shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation, Auto Liability, and Professional Liability coverages.
- f. The Sponsor shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- g. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale

Attention: Fort Lauderdale Police Department

401 SE 21st Street

Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the Sponsor as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the Sponsor's interests in relation to Contractor's work under this Agreement. Any insurance or self-insurance maintained by the Sponsor shall be non-contributory.

All required insurance policies must be maintained until the Agreement work has been accepted by the Sponsor,

or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the Sponsor confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with Contractor's work under this Agreement to the Sponsor's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The Sponsor reserves the right to reasonably adjust insurance limits from time to time, based on similar scope of work on similar projects, with at least 60 days prior written notice to Contractor.

13. **Data Security Incident.** The Contractor agrees to provide electronic and physical security to personal information, as defined in Section 501.171, Florida Statutes (2023), as may be amended or revised, ("Section 501.171"), that is obtained from the Sponsor, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171, the Contractor shall take reasonable measures to protect and secure data in electronic form containing personal information. The Contractor shall notify the Sponsor of any breach of security of a system maintained by the Contractor as expeditiously as practicable, but no later than 10 days following the determination of the breach of security or reason to believe the breach occurred. Such notification from the Contractor shall include all information that the Sponsor needs to comply with the notice requirements set forth in Section 501.171. The Contractor, as the Sponsor's third-party agent, as defined in Section 501.171, shall comply with and perform all of the requirements set forth in Subsections 501.171(3) and (4), Florida Statutes (2023), as may be amended or revised, in the event the Contractor experiences a breach of security involving unauthorized access of the Sponsor's data in electronic form containing personal information.

In addition to complying with Subsections 501.171(3) and (4), Florida Statutes (2023), as may be amended or revised, the Contractor shall provide credit monitoring and identity theft protection to affected persons, establish and operate a call center for affected persons, and perform other functions and services as required by law. The Contractor shall ensure that the Sponsor is in compliance with all legal requirements and laws associated with the breach of security or the potential breach of security.

In the event of a breach of security of a system maintained by the Contractor or reason to believe a breach occurred, Contractor shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the breach of security. Contractor shall provide the Sponsor all information reasonably necessary to understand the nature and scope of the breach of security, including what actions Contractor has taken to mitigate any harmful effect of the unauthorized use or disclosure of, or access to, the Sponsor's data in electronic form containing personal information. Until the resolution of the data security incident, Contractor shall provide this information to the Sponsor at thirty-day intervals from the date of the breach.

The Sponsor may suspend any services or products provided by Contractor until the Sponsor reasonably determines that the cause of the breach of security has been sufficiently mitigated. Failure by the Contractor to comply with this section may be considered breach of contract.

14. **Governing Law.** The Parties are intentionally silent on the subject of governing law.

15. **Termination for Convenience.** Sponsor and Contractor each reserve the right to terminate this Agreement or any part of this Agreement at its sole convenience with forty-five (45) days written notice. On the effective date of termination, Contractor must immediately stop all work and immediately cause any of its suppliers or Subcontractors to cease any further work. Sponsor promises to reimburse Contractor for actual, reasonable, substantiated, and allocable costs, including non-cancelable obligations, for Services performed up to and including to date of termination.

16. **Termination for Cause.**

- a) Sponsor may elect to terminate this Agreement, or any part of this Agreement, with thirty (30) days written notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this Agreement. Delivery of services which do not conform to this Agreement, and failure to provide Sponsor, upon request, with adequate assurances of future performance are all causes allowing Sponsor to cancel this Agreement for cause. In no event shall any delays caused by Sponsor's failure to provide Contractor with the data specified in paragraph 6 allow Sponsor to terminate for cause. If it should be determined that Sponsor has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.
- b) Contractor may terminate this agreement for cause if Sponsor does not provide appropriate access to the data referenced in paragraph 6. In such event, Contractor may terminate this Agreement, with thirty (30) days written notice for Cause. In the event of cancellation for cause pursuant to this provision, Contractor shall be entitled to payment for the next applicable milestone to compensate it for its services.

17. **Waiver.** A Party may, **by written agreement, executed by the parties:** (a) extend the time for the performance of any of the obligations or other acts of another Party due to it, (b) waive any inaccuracies in the representations and warranties made to it contained in this Agreement, or (c) waive compliance with any covenants, obligations, or conditions in its favor contained in this Agreement. No claim or right arising out of this Agreement can be waived by a Party, in whole or in part, unless made in writing signed by such Party. Neither any course of conduct or dealing nor failure or delay by any Party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power or privilege, or the exercises of any other right, power or privilege. A waiver given by a Party will be applicable only to the specific instance for which it is given.

18. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void will not in any way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision will be deemed severed from this Agreement, and the balance of this Agreement must be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section do not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

19. **Amendment.** The Parties may amend, supersede, cancel, renew, or extend this Agreement only via execution of a written instrument signed by both Parties.
20. **Drug Free Workforce.** Contractor certifies that it will provide a drug-free workplace and promises to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.
21. **Compliance with Laws.** The Sponsor has entered into this Agreement with Contractor relying on its knowledge and expertise to provide the Services contracted for. As part of that reliance, Contractor represents that knowledge and understanding of the relevant and applicable federal and state laws that apply to the Services provided through this contract, and promises to comply with these relevant and applicable federal and state laws.
22. **Florida Department of Law Enforcement Requirements.** The administration of resources awarded by Sponsor to Contractor may be subject to audits and/or monitoring by the State of Florida Department of Law Enforcement (“Department”), as described in this section.
- a. **Monitoring.** Monitoring procedures may include, but not be limited to, on-site visits by Sponsor and/or Department staff, limited scope audits, or other procedures given that adequate notice is provided. By entering into this agreement, Contractor agrees to comply and cooperate with any reasonable monitoring procedures or processes . In the event Department determines that a limited scope audit of Contractor is appropriate, Contractor agrees to comply with reasonable instructions provided by Department staff to Contractor regarding such audit. Contractor further agrees to comply and cooperate with reasonable inspections, reviews, investigations, or audits deemed necessary by Department’s Chief Financial Officer (CFO) or Auditor General that are limited in scope to the work performed under this Agreement.
 - b. **Record Retention.** Contractor shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) after the Term, and shall allow Department, or its designee, the CFO, or Auditor General access to such records upon reasonable request.
23. **E-Verify.** In accordance with, §448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees during the term of the Agreement. and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. Every Contractor shall, upon request, provide evidence of compliance with this provision to the Sponsor. Failure to comply with this provision is a material breach of an Agreement, and the Sponsor may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the Sponsor securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

24. **Foreign Countries of Concern.** As a condition precedent to the effectiveness of this Agreement, Contractor shall provide the Sponsor with an affidavit signed by an officer or representative of Contractor under penalty of perjury attesting that Contractor does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2024), as may be amended or revised.
25. **Prohibition Against Contract with Scrutinized Companies.** Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.
26. **Anti-Human Trafficking.** As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the Sponsor with an affidavit signed by an officer or a representative of Contractor under penalty of perjury attesting that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.
27. **Public Entity Crimes.** In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2024), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Sponsor may not submit a bid on a contract with the Sponsor for the construction or repair of a public building or public work, may not submit bids on leases of real property to the Sponsor, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Sponsor, and may not transact any business with the Sponsor in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.
28. **Non-Discrimination.** Contractor shall not discriminate against its employees based on the employee’s race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

- a. Contractor certifies and represents that Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
- b. The failure of Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the Sponsor to pursue any remedy stated below or any remedy provided under applicable law.
- c. The Sponsor may terminate this Agreement if Contractor fails to comply with Section 2-187.
- d. The Sponsor may retain all monies due or to become due until Contractor complies with Section 2-187.
- e. Contractor may be subject to debarment or suspension proceedings if it fails to comply with Section 2-187. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

29. **Public Records**. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV. Contractor shall comply with public records laws, and Contractor shall:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- d. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon

completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

30. **Entire Agreement.** This Agreement, and the other attachments included as exhibits hereto and thereto constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements, and understandings, representations, and warranties, both written and oral, among the parties with respect to the subject matter hereof and thereof.

(Remainder of page left intentionally blank)

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement, which shall become effective as of the Effective Date stated herein.

SPONSOR: CITY OF FORT LAUDERDALE

Signature:

Printed Name:

Title:

Date:

CONTRACTOR: RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK on behalf of the National Network for Safe Communities at John Jay College

Signature:

Printed Name:

Title:

Date:

Agreement between The Research Foundation of the City University of New York on behalf of the National Network
for Safe Communities at John Jay College ("NNSC")
and the City of Fort Lauderdale

Dean J. Trantalis
Mayor

Date

[Municipal Seal] ATTEST:

David R. Soloman
City Clerk

Date

Rickelle Williams
City Manager

Date

Approved as to Form:

Julie Steinhardt
Assistant City Attorney

Date

EXHIBIT A: Scope of Services

The National Network for Safe Communities (NNSC) will work with local leadership in Ft. Lauderdale to implement Group Violence Intervention (GVI), including an analysis of the violence dynamics in the city, an in-depth, closed-door working session on GVI for key stakeholders, regular strategic advising from NNSC, and access to management and development tools, peer support networks, and collaborative learning opportunities.

If the strategy is implemented with fidelity to GVI's core principles, Ft. Lauderdale can expect to see the following 1) reduction in the targeted crime areas, 2) improvement in interagency law enforcement partnerships, 3) strengthened relationships between law enforcement and community, and 4) increased knowledge and expertise in this work that would allow the city's partnership to consider addressing other serious crime areas using the approach.

NNSC's work will include:

- **Support a comprehensive problem analysis of serious violence in Ft. Lauderdale.** This includes a group audit and a violent incident review. The group audit aims to uncover all known relationships among groups engaged in serious violence in Ft. Lauderdale, and the extent to which those groups are driving the most serious violence in the city. The violent incident review includes an analysis of recent shootings and homicides, designed specifically to uncover what is driving the violence. This process examines both the role of groups engaged in violence and other dynamics that may be driving homicides and shootings. Additionally, the incident review considers characteristics of the most serious violent incidents in the community more broadly, including elements of intimate partner violence, overlap with drug or robbery transactions, cycles of retaliation, particular weapons usage, etc. The incident review will also focus specifically on incidents of intimate partner violence to determine what, if any, overlap exists between members of groups and perpetrators of intimate partner violence.

NNSC staff will tailor this problem analysis exercise based on the existing data gathering mechanisms in place in Ft. Lauderdale. NNSC expects that this analysis will include data collection with frontline law enforcement—police, probation, parole, county and federal prosecutors, etc.—will tailor the data gathering exercises as appropriate for sharing sensitive information.

- **Present key findings from the problem analysis and an implementation plan to Ft. Lauderdale partners.** NNSC will provide an understanding of the crime and violence in the city, specifically, the extent of criminal group activity, and the extent to which factors like drug transactions, robbery dynamics, intimate partner violence, etc. are linked to the most serious incidents of violence. NNSC's presentation will detail the analysis findings and will include concrete, actionable recommendations to address crime and violence. Based on the results of the quantitative and qualitative analysis of street violence dynamics, NNSC will develop and share an implementation plan that tailors GVI to the local dynamics in Ft. Lauderdale.
- **Conduct a one-day workshop on the Group Violence Intervention, tailored to Ft. Lauderdale.** Led by NNSC staff, this workshop—what NNSC calls “GVI University”—is a seminar-style discussion with key executive stakeholders (e.g. multiagency law enforcement leadership, community leadership, and

committed social service providers). GVI University will provide a comprehensive overview of the GVI framework and an opportunity to discuss with local leadership the additional innovations and investments that can be made to bolster and support the intervention (e.g. police legitimacy training, use of “group shooting scorecards,” communications strategy and media outreach, etc.).

- **Strategic advising:** NNSC will provide strategic advising to guide key Ft. Lauderdale partners and stakeholders—including the city administration, law enforcement partners (e.g., police, probation and parole, and prosecutors), social service providers, and community leaders—in shifting the way they share information, work toward the common goal of public safety, deliver antiviolence messaging, follow through with services as promised, and execute formal or informal sanctions as needed to reduce violence. This strategic advising will be structured with the specific intention of developing accountability processes and mechanisms that empower the project manager and other local operational partners to ultimately own fidelity of the implementation. NNSC proposes the following elements of strategic advising:
 - Develop local operational support: NNSC will train and support the designated Ft. Lauderdale-based project manager to coordinate implementation of GVI. NNSC will work closely with the project manager to provide a comprehensive understanding of the GVI theory and the most critical components of an effective implementation, as well as guide the project manager’s effective operation within law enforcement, social service, and community contexts.
 - Ongoing strategic advising: A team of NNSC’s advising staff will conduct dedicated regular calls with the project manager to guide the implementation of GVI, plan and support additional investments in the comprehensive strategy, and provide expert guidance on any challenges that arise. NNSC anticipates that these calls will occur on a weekly basis at least through the first call-in and will work with the Ft. Lauderdale team to adjust frequency as necessary as implementation proceeds.
 - Regular executive stakeholder engagement: NNSC will request periodic phone conferences with the executive stakeholders in Ft. Lauderdale for the purpose of discussing progress in implementation and building consensus around identified short, medium and long term goals. NNSC anticipates facilitating this quarterly discussion at the outset of this contract but expects that management of this update and discussion process will shift long-term to the project manager, with participation and feedback from NNSC.
 - Intensive strategic advising: As needed, NNSC will provide intensive strategic advising sessions to Ft. Lauderdale partners to assess implementation progress, meet with stakeholders, and guide partners through implementation challenges on the ground. This includes site visits by NNSC to Ft. Lauderdale to support work in-person, to be decided upon in partnership with local partners based on the priorities of the GVI implementation.
- **Access to management and development tools:** NNSC’s decades of experience have shown that jurisdictions implementing GVI invariably benefit from ongoing development opportunities for key stakeholders. Moreover, it is equally important that jurisdictions, and project managers in particular, are equipped with a core set of tools designed to support rigorous implementation and management of their

own ongoing training needs with regard to the core strategy. To this end, the NNSC will offer support in the following areas:

- Accountability and project management tools: Strong, ongoing project management is central to the long-term success of GVI. NNSC has thus developed a series of tools designed to support project managers and other operational leaders to bolster the durability of the intervention. These tools include a Project Management Guide (specific to the implementation of GVI) and tracking documents specific to planning call-ins, tracking messaging, and providing speaker feedback, as well as the aforementioned implementation review rubric.
- Access to Group Violence Intervention University training modules: NNSC recognizes that there is a need among local leaders for support in providing ongoing training, refreshers, overviews, etc. to local stakeholders on a regular basis. NNSC has therefore developed a suite of Group Violence Intervention University online modules, each of which is designed to cover specific theoretical and operational topics key to the implementation of the GVI. Topics range from the Nature of Street Groups to Strategic Law Enforcement to Planning a Call-In and are meant to equip local trainers and stakeholders with both the guidance and content necessary to deliver their own trainings. NNSC will make these modules available to Ft. Lauderdale partners and will work with local leaders to adapt them where necessary to the specific conditions in Ft. Lauderdale.
- Topic-specific workshops and webinars: NNSC will provide Ft. Lauderdale with the opportunity to participate in specialized workshops and webinars as needed on specific elements of the GVI framework, and emerging innovations, such as custom notifications, shooting reviews, community-police responses to victims of violence, etc. The intent of these workshop/webinar opportunities are to expose key stakeholders to the featured practice or concept for the purpose of strategic planning for local application or rollout and to engage NNSC's partner sites collaboratively in the development of new and promising practices. NNSC's intention is to conduct such workshops and/or webinars regionally where possible in order to facilitate participation from a variety of sites and foster peer dialogue.

Peer exchanges are not included in this scope of work and budget. While many sites find peer exchanges, described below, particularly helpful, NNSC also provides opportunities for remote collaborative learning and support. Ft. Lauderdale may choose to pursue in-person peer exchanges outside of this contract for a fee of \$20,000 per peer exchange.

- **Provide peer support and collaborative learning opportunities.** The experience of the NNSC team indicates that practitioners are more likely to embrace innovation when they learn about it from their peers. NNSC will support peer exchanges between Ft. Lauderdale and other NNSC sites as well as Ft. Lauderdale's participation in working sessions that include other members of NNSC's network. These collaborative opportunities expose sites to different methods, encourage innovations, and help build a national pool of experts in GVI and complementary strategies and innovations.

SCHEDULE A: Fee Schedule

- Sponsor agrees to reimburse Contractor a maximum total of \$218,000.00 for the completion of Services.

<ul style="list-style-type: none"> • Partial payment(s) shall be made upon completion of the following performance benchmarks:Services 	Rate	Quantity	Total
Problem Analysis	60,000.00	1	\$60,000.00
GVI University	50,000.00	1	\$50,000.00
Strategic Advising	21,600.00	1	\$108,000.00
			\$218,000.00

- “Contractor promises to submit invoices itemizing completed benchmarks in accordance with the breakdown above.”
- Contractor’s travel expenses will adhere to the following guidelines:
 - Transportation for travelers must be economy class.
 - Average nightly lodging room rate expenses per trip for travelers will not exceed the trip location’s federal per diem lodging rate, unless Sponsor approves an exception in writing.
 - Meals and incidentals will be reimbursed to travelers in accordance with the trip location’s federal meals and incidentals per diem rate.
- Contractor’s invoices shall be emailed to Capt. Wil Auguste WAuguste@flpd.gov
- Payment shall be due in full within 30 days of the date of invoice via ACH:

Account Holder

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