

Office of Inspector General City of Jacksonville, Florida



Report of Investigation

Bridges to the Cure

2024-0010

December 12, 2024

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Inspector General

Executive Summary

In October 2023, the OIG learned that the City of Jacksonville (COJ) chose to terminate a contract agreement awarded to Bridges to the Cure LLC (BTTC), who had been selected to oversee the Cure the Violence Program. As part of the OIG's oversight responsibility, we initiated an administrative investigation to determine why the contract was canceled, evaluate contract oversight, and examine if the contractor abided by the terms of the agreement.

We found severe deficiencies with the COJ's oversight, including failure to review contractor invoices, perform site visits, and secure property purchased by the contractor with city funds. We also found serious issues with the contractor regarding transparency, use of contract funds, adherence to reporting requirements, records retention, and cooperation with the COJ. Representatives of BTTC were offered an opportunity to speak with investigators regarding our findings, but they declined to provide a sworn statement.

Scope:

Our investigation's purpose was to determine why the contract was terminated prematurely. We did not review the contractor's effectiveness or the program's impact on curbing violence. Our review concentrated on BTTC's adherence to the contract terms and the efficacy of the COJ's oversight.

Background:

Cure the Violence

COJ initiated the Cure the Violence Health Model Site Implementation in May 2019 in three parts of the city. This program was designed by Cure the Violence Global (CTVG). This Chicago-based non-profit organization has developed a program to help communities prevent violence by detecting and interrupting potentially violent situations, identifying and changing the thinking and behaviors of high-risk individuals, and changing group norms that perpetuate the use of violence. The COJ purchased this program from CTVG and hired them to provide training and oversight to three contractors selected to implement this program in three different parts of the city.

Bridges to the Cure, LLC

BTTC is a for-profit Limited Liability Company located at 3416 Moncrief Road, Suite 200, Jacksonville, FL 32209. It was formed on April 18, 2019, and is reportedly a Northwest Jacksonville Community Development Corporation (NWJCDC) subsidiary. This non-profit organization specializes in providing low-income individuals with access to housing and social services. The NWJCDC receives some funding from the COJ, but the bulk of its funding comes from other governmental organizations and private donations. Paul Tutwiler, who is the Chief Executive Officer (CEO) of the NWJCDC, formed the BTTC.

During the contract with the COJ, Tutwiler was reported to be the Director of the BTTC, and Mildred Jennings was listed as the Program Director. Jennings is also the Social Services Director of the NWJCDC.

On May 31, 2019, a month after being formed, the BTTC received a \$275,000.00 single-source contract from the COJ to implement the Cure the Violence Program in the Moncrief section of the city. (Attachment #1) Subsequent awards were received in October 2019 for \$710,500.00, October 2020 for \$800,000.00, October 2021 for \$800,000.00, and October 2022 for \$865,000. The contract was canceled for convenience in March 2023. The total value of all the contracts COJ awarded to BTTC was \$3,450,500.00, although the amount received by BTTC was significantly less than the total value.

Division of Grants and Contract Compliance

The COJ Division of Grants and Contract Compliance (DGCC) was assigned to oversee the Cure the Violence Program as part of their violence reduction program responsibilities. This office is responsible for providing technical assistance to the contractor and assuring the contractor abides by the contract specifications. They also review the contractor's request for funds and its required reports. They are ultimately responsible for approving financial reports by the contractor and assuring that the contract funds are being used for work within scope. Since 2019, this office has had a significant turnover, with the Chief and Grant Administrator positions changing several times.

Investigation:

We initiated an investigation on November 8, 2023, after receiving information that the COJ contract with BTTC had been canceled. Contracts can be canceled for several reasons. However, seeing that three contracts were awarded for the Cure the Violence program and only the BTTC contract was canceled, there was reason to believe there was a failure somewhere in the process. We initiated an investigation to determine what factors contributed to this failure.

City of Jacksonville, Division of Grants and Contract Compliance

Failure to Review Contractor Invoices and Conduct Site Visits

To obtain records and identify potential interviews regarding this contract, we met with DGCC Staff, including Audrey Gibson, Chief; John Snyder, Human Services Planer Supervisor; and Terry Powell, Human Services Planner. This meeting took place in October 2023, before case initiation, as we were developing the scope of our review. We were told at this meeting that Powell was the last Human Services Planner to oversee the BTTC contract and would be able to fulfill any document requests. Snyder represented that he was not very involved with this contract, and Gibson was newly appointed to her position, so she did not have any specific knowledge. Both Gibson and Powell have resigned from their positions with COJ since this meeting for reasons unrelated to this investigation.

We contacted Damien Cook, the original Grants Administrator responsible for overseeing this program. Cook now works for a non-profit that is not affiliated with COJ. He spoke with investigators briefly but declined to sit for a formal interview.

We attempted to contact Kendra Mervin, the last Grants Administrator, over this contract and the official responsible for terminating the agreement. We discovered that Mervin left the COJ and soon after took a position with Cure the Violence Global. We contacted the COJ Office of Ethics to determine if Mervin asked for an ethics opinion before taking a position with a COJ contractor. We were told they did not have a record of her requesting an opinion. Mervin did not respond to our attempts to contact her regarding this contract award.

The contract terms required BTTC to file monthly progress, financial, and project monitoring reports during the contract. Initially, the agreement required BTTC to be reimbursed a set amount if they met their prescribed goals. The DGCC was required to review the reimbursement requests, verify the supporting documentation, and conduct site visits. For each contract month, the Human Resources Planner assigned should review the contractor invoice and supporting documentation, review the contractor narrative of activities, complete the contract payment checklist, and conduct a site visit. We examined the records provided by DGCC and found gaps in the information required to be provided by

the BTTC for reimbursement and the oversight documentation that COJ employees should have secured. The following chart represents the document review of the information provided by DGCC.

Month/Year	BTTC/Cure the Violence		Invoice Support	Narrative	Grant Admin/Manager	Contract Payment Checklist	Site Review Checklist
	Total Amount Requested/Actual Expenses	Total Amount Approved					
May-19	\$21,934.17	\$50,000.00	none	yes	Damian Cook/John Snyder	yes	yes
Jun-19	\$20,695.40	\$50,000.00	none	yes	Damian Cook/John Snyder	yes	yes
Jul-19	\$34,593.60	\$50,000.00	none	yes	Damian Cook/John Snyder	yes	yes
Aug-19	\$48,256.59	\$50,000.00	none	yes	Damian Cook/John Snyder	yes	yes
Sep-19	?	\$40,000.00	none	yes	Damian Cook/John Snyder	yes	yes
Oct-19	\$33,415.00	\$46,000.00	none	yes	Damian Cook/John Snyder	yes	yes
Nov-19	\$44,655.09	\$46,000.00	none	yes	Damian Cook/John Snyder	yes	yes
Dec-19	\$31,449.84	\$50,000.00	none	yes	Damian Cook/John Snyder	yes	yes
Jan-20	\$32,620.00	\$50,000.00	none	yes	Damian Cook/John Snyder	yes	yes
Feb-20	\$26,537.10	\$62,500.00	none	none		none	none
Mar-20	\$36,406.61	\$62,500.00	none	none		none	none
Apr-20	\$30,584.52	\$62,500.00	none	none		none	none
May-20	\$42,254.00	\$62,500.00	none	none		none	none
Jun-20	\$34,537.29	\$62,500.00	none	none		none	none
Jul-20	\$30,037.23	\$62,500.00	none	none		none	none
Aug-20	\$36,333.90	\$62,500.00	none	none		none	none
Sep-20	\$62,084.17						
Oct-20	\$62,084.17						
Nov-20	\$46,607.78						
Dec-20	\$71,691.97						
Jan-21	\$59,827.93	\$59,827.93	partial	none	Kendra Mervin/John Snyder	none	none
Feb-21	\$55,856.31	\$55,856.31	none	none	Kendra Mervin, Najera Johnson	yes	none
Mar-21	\$58,605.71	\$58,605.71	partial	none	Kendra Mervin, Najera Johnson	yes	none
Apr-21	\$59,415.61	\$59,415.61	yes	none	Kendra Mervin, Najera Johnson	yes	none
May-21	\$64,905.47	\$64,905.47	yes	none	Kendra Mervin, Najera Johnson	none	none
Jun-21	\$49,634.46	\$49,634.46	yes	none	Kendra Mervin, Najera Johnson	none	none
Jul-21	\$105,573.70	\$105,573.70	yes	none	Kendra Mervin, Najera Johnson	none	none
Aug-21	\$51,505.10	\$51,505.10	yes	none	Kendra Mervin, Najera Johnson	yes	none
Sep-21	\$99,094.17	\$99,094.17	yes	none	Kendra Mervin, Najera Johnson	yes	none
Oct-21	\$62,084.17	\$62,084.17	none	none	Kendra Mervin, Erika Miller	none	none
Nov-21	\$46,607.78	\$46,607.78	none	none	Kendra Mervin, Erika Miller	none	none
Dec-21	\$71,691.97	\$71,691.97	none	none	Kendra Mervin, Erika Miller	none	yes
Jan-22	\$32,027.85	\$32,027.85	none	none	Kendra Mervin, Terry Powell	yes	none
Feb-22	\$54,627.77	\$54,627.77	none	none	Kendra Mervin, Terry Powell	yes	none
Mar-22	\$46,548.60	\$46,548.60	none	none	Kendra Mervin, Terry Powell	yes	none
Apr-22	\$58,009.60	\$58,009.60	none	none	Kendra Mervin, Terry Powell	yes	none
May-22	\$53,535.97	\$53,535.97	none	none	Kendra Mervin, Terry Powell	yes	none
Jun-22	\$53,702.44	\$53,702.44	none	none	Kendra Mervin, Terry Powell	yes	none
Jul-22	\$75,234.55	\$73,234.55	none	none	Kendra Mervin, Terry Powell	yes	none
Aug-22	\$54,689.80	\$54,689.80	none	none	Kendra Mervin, Terry Powell	none	none
Sep-22	\$103,022.47	\$103,022.47	none	none	Kendra Mervin, Terry Powell	none	none
Oct-22	\$40,065.19	\$40,065.19	none	none	Kendra Mervin, Terry Powell	yes	none
Nov-22	\$44,673.76	\$44,673.76	none	none	Kendra Mervin, Terry Powell	yes	none
Dec-22	\$62,488.23	\$62,488.23	none	none	Kendra Mervin, Terry Powell	yes	none
Jan-23	\$46,480.71	\$46,480.71	none	none	Kendra Mervin, Terry Powell	yes	none
Feb-23	\$46,633.28	\$46,633.28	none	none	Kendra Mervin, Terry Powell	yes	none
	\$2,303,321.03	\$2,424,042.60					

Chart #1

In summary of the above chart, the DGCC could not provide an invoice from BTTC for September 2019, although they still received \$40,000.00. There were months that the DGCC could not provide any information related to this contract. From September 2020 to December 2020, DGCC could not provide any of the reports or even name the personnel assigned to the contract despite funds being released to BTCC. There is no information on who was assigned to oversee the contract for all of 2020. Very little proof exists that any site visits were conducted, and five different Human Services Planners were assigned from 2019 to 2023.

To understand more about how the contract was administered, we interviewed Terry Powell, the Human Services Planner who monitored the BTTC contract from January 2022 until it was canceled in March 2023. (Attachment #2) Powell stated his responsibilities included organizing meetings between stakeholders, reviewing invoices from the contractor, coordinating with Cure the Violence Global, and making recommendations to the Grants Administrator. He described himself as the first layer of review of the invoices submitted by the contractor. If there were any questionable expenses, he would coordinate with Jennings, the BTTC Site Manager, to clarify and correct the requests for reimbursement.

After his review, Powell passed the invoices to his supervisor, John Snyder, who reviewed them and gave them to Mervin for final approval. They were then passed on to Finance for payment.

Powell was responsible for conducting monthly site visits. During these visits, he reviewed BTTC's compliance with the contract terms and scored them on the deliverables. These scores involved the

number of participants and their progression towards their stated goals. He does not know how this was handled before he took on his oversight responsibilities.

We also spoke to John Snyder, Human Services Planner Supervisor (Attachment #3). Before the contract was awarded, the COJ advertised a Request for Proposal (RFP). Snyder was not involved in evaluating the proposals that were received. The City Council eventually made the selections and tasked the DGCC with oversight. However, the DGCC had limited oversight because the City Council decided to make these performance contracts. If the contractor met specific metrics or goals each month, they would get an agreed-upon amount of funds but would not have to justify their expenses to get reimbursed.

Snyder believed the contractor's goals included outreach, community events, and tracking participant numbers. For the first couple of years of the contract, Cure the Violence Global initially monitored these goals. Snyder did not know who decided to use Cure the Violence Global to monitor BTTC's performance goals.

Snyder could not explain why there were gaps in the information retained by DGCC. At some point in 2020, the monitoring of the contract goals was transferred from Cure the Violence Global to the DGCC. Simultaneously, the City Council altered the contract terms from one based on performance to a direct reimbursement agreement. Snyder noted that the City Council did not communicate this change to the DGCC, leading to a period when the DGCC did not verify BTTC's expenses before paying the invoices.

Termination of the Contract

Throughout the contract, employee salaries were paid through a payroll service; however, Tutwiler and Jennings's compensation was paid by check to the NWJCDC. Powell did not know why the compensation to Tutwiler and Jennings was paid in this manner, and this practice was in place before he took over the contract. He was also aware that BTTC was paying rent to the NWJCDC over \$3,000.00 per month for the space where they were located. Snyder did not have an opinion on this amount, but Powell felt there was some overlap between the space rented by the BTTC and the space occupied by the NWJCDC.

Towards the end of 2020, BTTC submitted an invoice to Powell that included a bonus of \$10,000.00 for Tutwiler and \$10,500.00 for Jennings. Powell said Mervin and Snyder rejected these amounts and questioned why the other employees were not receiving bonuses. Jennings tried to justify the bonuses by explaining that the executive team was doing a great job, and the rest of the staff was not performing "up to snuff."

After consulting with Mervin and Snyder, Powell instructed BTTC that they were allowed to give bonuses to staff, but they had to be reasonable and shared equitably. Powell believed each employee received approximately a \$2,000.00 bonus from COJ funds. Bonuses were not excluded under the agreement, but \$10,000.00 did not meet the reasonable test. Snyder said that bonuses are usually calculated at approximately 1% or 2% of the employee's salary. It was later determined through a review of the bank records that Tutwiler and Jennings did receive significant bonuses despite the instructions from the DGCC staff.

Soon after, Mervin terminated the contract for convenience. (Attachment #4) Snyder said the bonuses were the last straw for Mervin. The rent, management fees, and various administration fees just added up to the point where Mervin decided to terminate their agreement.

Powell said that Mervin used her authority as Grants Manager to "Terminate for Convenience," a clause in the agreement. Powell said Mervin had grown tired of BTTC's continued issues with their monthly invoices. There were numerous instances where staff had to decline reimbursements or ask for

clarifications of expenses. It appeared to become a situation where BTTC tried to exhaust the contract funds with whatever expenses they could attribute to the budget categories and push the envelope to see what would be approved. Powell agreed that the final straw for Mervin was the request for exorbitant bonuses for Tutwiler and Jennings.

Failure to Maintain Records and Secure Property Purchased with Contract Funds

Snyder said that after the termination, BTTC was responsible for turning over all the equipment they purchased with COJ funds, which cost more than \$1,000.00. They were also required to turn over all their participant files. Although surrendering the equipment is a requirement, it rarely happens with contractors. Usually, because the COJ does not have a mechanism to repurpose the property, it winds up sitting in an office somewhere.

After the agreement was terminated, Powell requested that BTTC provide all its documents related to the contract, including employee personnel files and participant folders. Surprised by the contract's termination, Tutwiler initially refused to turn over the requested documents but eventually relented. Powell received approximately 26 participant files and some miscellaneous electronic devices.

Snyder was not surprised that they only turned over approximately 26 participant files. Most of their files were stored in a proprietary system administered by Cure the Violence Global. Snyder said that BTTC's statistical accomplishments were "pretty decent."

We contacted representatives of Cure the Violence Global and requested the statistical accomplishments of BTTC for the life of the contract. (Attachment #5) There were a total number of 186 participants listed from June 2019 to May 2023. The bulk of the participant information is stored in the proprietary program administered by Cure the Violence Global, and BTTC could only produce approximately 26 paper files for participants. The contract clearly states that the contractor is required to retain all participant case files, conflict mediations, and referrals for 5 years. BTTC failed to adhere to this provision of the contract.

According to the records provided by BTTC, numerous items were purchased by BTTC with COJ funds valued in excess of \$1,000.00. These items, including a refrigerator and whiteboard, should have been returned to COJ. Additionally, there were items purchased by BTTC that do not have any apparent relation to the Cure the Violence Program, including audio recording equipment, a deep freezer, and an oriental rug, as reported in the equipment log provided by BTTC. (Attachment #6)

Bridges to the Cure

In December 2023, we contacted Paul Tutwiler regarding his role in the COJ contract with BTTC. Tutwiler said he was never given a reason why the COJ canceled the contract. He said BTTC filed all necessary paperwork and had great reviews during the entire contract period. We requested that Tutwiler turn over all Cure the Violence contract records or grant OIG investigators access. As per the contract, BTTC was required to retain all the records related to the contract and make them available or provide copies to the COJ upon request.

Tutwiler subsequently secured counsel in January 2024, and a subpoena was issued for the information held by BTTC related to the COJ contract. The subpoena requested, in part, bank records for all known accounts, loan applications, all accounting ledgers, supporting records and documents, payroll ledgers, tax returns, employee files, participant files, and a list of all equipment purchased with COJ funds.

Eventually, some of the requested information was provided to investigators. After a review, investigators identified some questionable costs. Also, the “Expenditures by Vendor Summary” (Attachment #7) provided by the BTTC did not correspond with the bank records in several categories, as per the chart below.

	B TTC Summary	Bank Records
Amazon	\$ 8,219.61	\$ 16,601.31
High Standard Roofing	\$ 18,000.00	\$ 9,000.00
Mildred Jennings	\$ 36,018.10	\$ 32,344.99
NWJCDC	\$ 838,452.95	\$ 683,705.02
Paul Tutwiler	\$ 24,824.86	\$ 19,824.86
Villages of North Port	\$ 29,000.00	\$ 7,250.00
T-Mobile	\$ 16,059.06	\$ 28,984.96

Chart #2

There is a significant difference between the amount claimed to be paid to Amazon and the actual amount discovered in the bank records. While purchasing items from Amazon could be a legitimate expenditure of contract funds, the discrepancy shows that BTTC could have been trying to conceal the actual amount they were spending on these purchases. Additionally, BTTC did not provide any receipts related to these purchases.

We also questioned the payments to High Standard Roofing because BTTC reportedly rented office space in a building owned by NWJCDC. In most cases, a tenant does not pay for a landlord's roof, and there is no explanation in the contract records for this expense.

The payments to Mildred Jennings are questionable because they include bonuses, per diem, and mileage. Jennings received three bonuses while managing BTTC: \$2,500.00 in July 2021, \$2,250 in June 2022, and the largest one of \$10,500.00 in September 2022. (Attachment #8) She received an average of \$400.00 per month for mileage, a perk only granted to her and Tutwiler. The total amount paid to Jennings listed above does not reflect the monthly management fee paid to the NWJCDC on her behalf, averaging \$3,700.00 per month. We do not know what Jennings's compensation was from the contract or the NWJCDC, as we will highlight later in this report.

The payments to NWJCDC are questionable because of the large discrepancy in the amounts listed. This also appears to indicate that the BTTC is concealing the amount of funds they are sending to the NWJCDC. It is clear from the bank records that the BTTC paid the NWJCDC for rent, administrative fees, and bookkeeping. However, there are numerous checks from the BTTC to the NWJCDC where the check does not articulate any explanation. See below Chart #3.

Date	Amount	Payee
Friday, February 18, 2022	\$ 10,000.00	NWJCDC
Wednesday, March 2, 2022	\$ 15,000.00	NWJCDC
Monday, March 14, 2022	\$ 25,000.00	NWJCDC
Wednesday, March 23, 2022	\$ 30,000.00	NWJCDC
Friday, April 8, 2022	\$ 11,112.50	NWJCDC
Friday, May 27, 2022	\$ 15,000.00	NWJCDC
Monday, June 13, 2022	\$ 20,000.00	NWJCDC
Wednesday, September 7, 2022	\$ 18,133.07	NWJCDC
Thursday, November 3, 2022	\$ 12,500.00	NWJCDC
Tuesday, January 3, 2023	\$ 15,000.00	NWJCDC
Total	\$ 171,745.57	

Chart #3

Bank records revealed that approximately \$54,673.92 was taken out of the BTTC accounts in cash, and \$142,163.40 in cash was deposited during the contract's life. These cash transactions appear to have been conducted by Tutwiler. Bank records also showed that \$40,594.56 was transferred to the BTTC Petty Cash Account during the contract. Although Tutwiler did not provide the records of this account, we obtained them, and a review showed that most of these funds were spent on food purchases, payroll, and some travel expenses.

Snyder was asked if it was typical for large amounts of cash to flow between NWJCDC and BTTC. He said they typically do not allow cash transactions because contractors must account for everything. However, there could be an instance where they would need to use cash to interrupt violence by getting a person out of a situation. It would have to be used for an allowable expense, but it is possible that they would need cash.

Snyder explained that at the beginning of the contract, Snyder and Damien Cook met with Tutwiler and Jennings and explained to them that they had to have separate accounting systems for the contract funds and could not commingle funds from the NWJCDC. He also advised them not to double-dip income from two separate programs because that would be a violation of federal regulations. Our review showed significant commingling of funds between BTTC and NWJCDC.

The payments listed in Chart #3 attributable to Tutwiler are comprised of bonuses, mileage, and travel expenses. These are direct payments to Tutwiler and do not include the Management Fee charged by BTTC to the contract for his services. Like Jennings, we do not know Tutwiler's compensation from this contract because NWJCDC charged BTTC monthly for his services. These monthly payments averaged approximately \$3,600.00, and from the information provided, we do not know how much of that was paid to Tutwiler. The bank records revealed a \$10,000.00 check to Tutwiler in September 2022, which is assumed to be a bonus, although the check did not have any information on the memo line. (Attachment #8)

The contract records for the payments to the Villages of Northport do not explain why there is such a discrepancy between what BTTC reported and what was found in the bank records. According to the Florida Division of Corporations, Tutwiler is the Executive Director of the Villages of North Point LLC, which is believed to be affiliated with the NWJCDC.

We could not determine why there was such a discrepancy between the reported payments to T-Mobile and what the bank records reflected. Cell phone services are allowable expenses under the contract terms, but a \$12,000.00 discrepancy is significant.

Payroll Protection Act Loans

We discovered that BTTC applied for and received two Payroll Protection Program (PPP) loans from the U.S. Small Business Administration (SBA) during our investigation. According to the SBA website:

“PPP is a loan designed to directly incentivize small businesses to keep their workers on payroll. First Draw PPP loans can be used to help fund payroll costs, including benefits, and may also be used to pay for mortgage interest, rent, utilities, worker protection costs related to COVID-19, uninsured property damage costs caused by looting or vandalism during 2020, and certain supplier costs and expenses for operations.”

The COJ fully funded BTTC, so we question their eligibility to receive these funds and do not believe they met the categories listed above. Snyder confirmed this information, stating that BTTC was formed for the specific purpose of administering the Cure the Violence Program, and during the program, there was never a disruption in funding. Additionally, as previously demonstrated in Chart #1, BTTC had over a year of monthly payments from COJ, which were greater than their operational expenses. Since PPP is not a COJ-funded program, we did not secure the loan applications but will refer this matter to the SBA for whatever action they deem appropriate.

We also discovered that the NWJCDC received two PPP loans. Since the COJ does not fully fund the NWJCDC, we do not question its eligibility for this program.

The loans for both entities were forgiven. Below is the loan information from the SBA.

BRIDGES TO THE CURE

[Why is my loan information here?](#)

Loan Amount	Amount Forgiven	Location	Industry	Date Approved
\$49,087	\$49,309 <i>Includes any accrued interest</i>	Jacksonville, FL Urban	Other Social Advocacy Organizations	June 22, 2020 (First Round)
Where applicants said the money will go				
Payroll	\$49,087	Lender	Jobs Reported	Business Type
Utilities	so	Self-Help FCU	7	Limited Liability Company(LLC)
Mortgage Interest	so	Business Age	Loan Status	
Health Care	so	New Business or 2 years or less	Forgiven	
Rent	so			
Refinance EIDL	so			
Debt Interest	so			

BRIDGES TO THE CURE[Why is my loan information here?](#)

Loan Amount \$82,727	Amount Forgiven \$83,402 <i>Includes any accrued interest</i>	Location Jacksonville, FL Urban	Industry Other Social Advocacy Organizations	Date Approved April 1, 2021 (Second Round)
Where applicants said the money will go		Lender	Jobs Reported	Business Type
Payroll	\$82,726	Self-Help FCU	9	Limited Liability Company(LLC)
Utilities	\$0			
Mortgage Interest	\$0	Business Age	Loan Status	
Health Care	\$0	Existing or more than 2 years old	Forgiven	
Rent	\$0			
Refinance EIDL	\$0			
Debt Interest	\$0			

NORTHWEST JACKSONVILLE CDC[Why is my loan information here?](#)

Loan Amount \$45,172	Amount Forgiven \$45,446 <i>Includes any accrued interest</i>	Location Jacksonville, FL Urban	Industry Administration of Housing Programs	Date Approved April 27, 2020 (First Round)
Where applicants said the money will go		Lender	Jobs Reported	Business Type
Payroll	\$45,172	Self-Help FCU	5	Non-Profit Organization
Utilities	\$0			
Mortgage Interest	\$0	Business Age	Loan Status	
Health Care	\$0	Existing or more than 2 years old	Forgiven	
Rent	\$0			
Refinance EIDL	\$0			
Debt Interest	\$0			

NORTHWEST JACKSONVILLE CDC - OWNER[Why is my loan information here?](#)

Loan Amount \$51,317	Amount Forgiven \$51,832 <i>Includes any accrued interest</i>	Location Jacksonville, FL Urban	Industry Administration of Housing Programs	Date Approved March 3, 2021 (Second Round)
Where applicants said the money will go		Lender	Jobs Reported	Business Type
Payroll	\$51,316	Self-Help FCU	5	Non-Profit Organization
Utilities	\$0			
Mortgage Interest	\$0	Business Age	Loan Status	
Health Care	\$0	Existing or more than 2 years old	Forgiven	
Rent	\$0			
Refinance EIDL	\$0			
Debt Interest	\$0			

Additionally, we believe that by receiving this PPP loan, BTTC could have violated the dual payment prohibition of the contract, which states:

XXVIII. DUAL PAYMENTS PROHIBITION

Provider shall not apply the Funds received under this Agreement to Services that are being or have been paid or reimbursed, in whole, from other sources. Partial payment for Services from the Funds under this Agreement, together with partial payment for the Services from other funding sources is permissible if the total amount of all funds do not exceed the agreed upon monetary value for the Service provided. Except as allowed in the immediately preceding sentence, application for and receipt of dual payments is a material breach of this Agreement and may be grounds for immediate termination, on 24 hours oral notice, and Provider shall be subject to damages in the amount of the Funds that were received as dual payments.

Return of Organization Exempt from Income Tax

We reviewed the NWJCDC Return of Organization Exempt from Income Tax, commonly referred to as Form 990. (Attachment 10) The NWJCDC is required to file this form with the Internal Revenue Service as part of its non-profit status and as a condition of receiving funds from the COJ. Since the BTTC is reported to be a subsidiary of the NWJCDC, the funds, expenses, and officer compensation should be reported on this form. We reviewed the Form 990 provided by Tutwiler, which was reported for the fiscal year October 1, 2021, to September 30, 2022. During this time, the NWJCDC reported to have six employees and paid \$1,120,193.00 in compensation.

Below is an excerpt from the provided Form 990 related to the compensation of the NWJCDC officers.

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

There are several problems with the Form 990 provided by Tutwiler. No current officers or directors are listed, no key employees are listed, and no compensated employees are listed where the form requires the top five. Finally, the box checked above cannot be an accurate statement because the bank records reflect compensation to both Tutwiler and Jennings during this period.

Non-profit organizations that receive COJ funding should be transparent. Form 990 is one tool used to assure this transparency. An area of concern is the lack of a clear explanation of compensation to officers in the contract documents and Form 990.

Findings

Division of Grants and Contract Compliance

- Failed to adequately monitor the contract due to personnel turnover and a lack of a formal electronic contract management system.
- Failed to secure property purchased with contract funds and records required under the agreement.
- Failed to adequately secure and maintain required contract documents, including invoices, site visits, checklists, and narrative reports.

Bridges to the Cure

- Failed to adhere to the COJ requirement related to comingling funds.
- Failed to account for expenditures of contract funds and comply with records retention requirements.

- Failed to adhere to the dual payment prohibition of the contract agreement.
- Failed to surrender to the COJ all items purchased with contract funds valued at over \$1,000.00.
- Lacked transparency in supervisor compensation.

Recommendations:

1. Provide DGCC with a formal electronic tracking system to ensure a seamless transition in contract oversight should an employee's assignment change.
2. Develop a program to secure items purchased with contract funds that must be surrendered to the COJ after the agreement has expired.
3. Consider administrative action for NWJCDC, BTTC, and related individuals for failing to adhere to the contract agreement.
4. Ensure that organizations receiving COJ funds have adequate accounting systems to prevent funds from being co-mingled with other sources.

Attachments:

1. COJ Contract with BTTC for the Cure the Violence Site Implementation
2. Memorandum of Interview, Terry Powell, COJ, Human Services Planner
3. Memorandum of Interview, John Snyder, Human Services Planner Supervisor
4. COJ Letter of Termination of Contract
5. Program Statistical Accomplishments from Cure the Violence Global
6. BTTC Equipment Log
7. BTTC Expenditures by Vendor Summary
8. \$10,500.00 Check to Mildred Jennings from BTTC
9. \$10,000.00 Check to Paul Tutwiler from BTTC
10. Form 990 Return of Organization Exempt from Income Tax

Inspector General Standards

This report/review has been conducted in accordance with the ASSOCIATION OF INSPECTORS GENERAL Principles and Quality Standards for Investigations.

“Enhancing Public Trust in Government Through Independent and Responsible Oversight”

Attachment #1

**SINGLE SOURCE CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
BRIDGES TO THE CURE, LLC
FOR
CURE VIOLENCE MODEL SITE IMPLEMENTATION**

THIS SINGLE SOURCE CONTRACT (the “Contract”) is made and entered into as of this 31st day of May, 2019 (the “Effective Date”) by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the Constitution and laws of the State of Florida (“City”), and **BRIDGES TO THE CURE, LLC**, a limited liability company registered with the State of Florida (the “Provider” or “Site”), for Cure Violence Public Health Model Site Implementation (the “Project”)

RECITALS:

A. Ordinance 2019-173-E of the City of Jacksonville, Florida has appropriated for the City's current Fiscal Year October 1, 2018, through September 30, 2019, the sum of two hundred seventy-five thousand and no/100 dollars (\$275,000.00) (the “Funds”) to the Provider for the implementation of the Cure Violence public health violence reduction model (“Model”) as described in the Provider's Scope of Services attached hereto as **Exhibit A** and incorporated herein by this reference (“Scope of Services” or “Services”).

B. It is in the best interest of the City to enter into an Agreement with the Provider to administer and conduct the Model in accordance with the terms and conditions of this Agreement

THEREFORE, for good and valuable consideration, the parties agree as follows:

I. INCORPORATION OF RECITALS

The above stated recitals are accurate and by this reference are made a part this Agreement.

II. GENERAL CONDITIONS

A. The Provider shall provide services for the Project as set forth in **Exhibit A**. The Scope of Services also includes the estimated budgeted use of the Funds and the Project Goals and Objectives/Outcomes. The Services performed by the Provider under this Agreement shall only be performed in and for the benefit of individuals in Duval County, Florida. If the Services performed by the Provider under this Agreement are not performed in and for the benefit of individuals in Duval County, Florida, the Provider shall refund the Funds to the City within 5 business days of demand; and the City may terminate this Agreement.

B. Provider agrees to do as follows:

a. To accept the Funds as appropriated in accordance with the terms of this Agreement and the provisions of the Ordinance appropriating said funds, copies of which can be obtained by Provider online at <http://library.municode.com/>, all of which are incorporated into this Agreement by this reference; and

b. To abide by Chapter 119, Florida Statutes, as amended from time to time, a copy of which can be obtained by Provider online at <http://www.leg.state.fl.us/Statutes/>, which by this reference is made a part of this Agreement. All documents not expressly exempt from the public records act relative to this Agreement and the City Funding are considered to be public records as defined in said Chapter 119, Florida Statutes; and

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

d. To return to the City within 15 days of written demand all Funds paid to the Provider under the terms of this Agreement upon the City finding that the terms of this Agreement or the provisions of the Ordinance appropriating funds to the Provider have been violated by the Provider; including but not limited to making disallowed expenditures, and for the cost of required audits, which are specifically disallowed by this Agreement; and

e. Provider does not have to maintain a separate bank account if Provider is on a reimbursement basis. Provider shall maintain a separate budgetary accounting system so that the receipt and disbursement of Funds can be accurately and adequately determined by reference to the book of accounts of the Provider and a separate bank account need not be maintained. In using one of the above stated methods, if Provider opts for deposit in an interest bearing account, Provider shall report to the City with all other information provided quarterly, the amount of interest earned, the amount of interest received and the use made of such interest. Any interest earned on Funds provided pursuant to this Agreement can be spent only on item(s) related to implementation of the Project and otherwise authorized by this Agreement.

f. To consent to:

i) Such audits of the financial affairs of the Provider by the City as the City may require; and

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

iii) If the Provider receives funding less than \$100,000.00 from the City, Provider shall furnish to the City an annual report of receipts and expenditures of Funds in such form as the City shall prescribe. This report shall be certified as to its accuracy by the Financial Officer/Treasurer of the Provider's organization. This report shall include the time period of the City's fiscal year commencing on October 1, 2018 and ending on September 30, 2019 and shall be due on November 15, 2019.

iv) If the Provider receives funding in an amount from \$100,000.00 to \$500,000.00, either from one (1) City funding source, or cumulatively from two (2) or more City funding sources, the Provider shall obtain and provide to the City an original single independent audit of the Project funds in accordance with Generally Accepted Auditing Standards ("GAAS"), issued by the Accounting Standards Board of the American Institute of Certified Public Accountants ("AICPA") This report shall be due within 120 days of the close of the Provider's fiscal year; and this report shall present

information based upon the City's fiscal Year commencing October 1, 2018 and ending September 30, 2019.

v) If the Provider receives funding, in an amount in excess of \$500,000.00, either from one (1) city funding source or cumulatively from two (2) or more City funding sources, the Provider shall obtain and provide to the City an original single independent audit of the Project funds conducted in accordance with both GAAS 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 with the current City fiscal year. Such report shall be made by an independent certified public accountant. Such report shall be due within 120 days of the close of the Provider's fiscal year; in addition to the information described above, such report shall present information regarding its use of City funding based upon the City's fiscal year commencing October 1, 2018 and ending September 30, 2019.

vi) The independent certified public accountant's report shall include separate statements of source and status of funds received from the City, and Project costs showing the expenditure of Funds as compared to the authorized budget for those funds from the City. The report shall include the detailed budget included in the Provider's Application and approved by the Council and shall be adjusted by any budget changes approved during the term of this Agreement.

vii) Include in contracts with its providers used in the performance of this Agreement, a provision under which Provider's providers agree to file the reports as required by Sections V, and VIII of this Agreement and allow the City, through its authorized representatives to audit all books, accounts, and other documentation relative to the receipt and expenditure of Funds.

g. Provider's violation of any of the provisions contained in this Agreement, including the failure to adhere to the auditing or reporting requirements of this Agreement or any applicable code or statutory provision, whether or not incorporated into this Agreement, shall be a material breach and may result in immediate termination of this Agreement and Provider's return of all Funds provided by this Agreement, in accordance with Section II.B.d. of this Agreement.

III. ASSIGNMENT AND SUBCONTRACTS

A. The Provider shall not assign any rights or duties under this Agreement to any other party not specifically identified in the Services as outlined in **Exhibit A** without the prior written permission of the City. If the Provider attempts to assign any rights or duties without securing prior written permission, this Agreement shall be void and the Provider shall return to the City all Funds that are unspent by Provider at the time of the assignment or that were spent by Provider or Provider's assignee after the assignment. The funds shall be returned to City within 5 days of demand.

B. The Provider shall not enter into any subcontracts for performance of the Services without obtaining the prior written approval of the City and subject to the conditions and provisions as the City may deem necessary; provided, however, prior written approval shall not be required for the purchase by the Provider of such articles, supplies, equipment, and services that are both necessary and incidental to the performance of the Services required under this Agreement; and provided further that no provision of this clause and no approval by the City of any subcontracts shall obligate the City beyond its

duty to pay the Funds on the terms and conditions provided in this Agreement.

IV. EFFECTIVE DATE/TERM OF AGREEMENT

This Contract shall commence on the Effective Date and shall continue until September 30th, 2020 (the “Term”) unless sooner terminated in accordance with the terms of this Contract.

V. PAYMENT

A. City’s obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services. On an annual basis and prior to commencing work under this Agreement, Provider shall provide to City, for review and approval, an annual budget, as well as goals and objectives outlining how the site expects to reduce violence through implementation of the Model.

B. Payment under this agreement shall be based upon satisfactory performance by the Provider, as determined by:

- a. Provider showing compliance with the terms of this agreement through a monthly site visit; and
- b. Satisfactory progress on Site Review Chart, as outlined in Section VI.E; and
- c. Demonstration that costs are consistent with approved budget.

C. All payment requests shall be made by the Provider by the 15th of the month and shall be for the Services performed by the Provider during the previous month. With respect to one time startup expenses, if any, the Provider shall provide an outline detailing the projected expense which is the subject of a requested one time advance payment, which shall not exceed 10% of the Funds. Each payment request shall include the current amount of payment requested, the cumulative amount previously paid, certification by Provider and evidence that all invoices for which disbursement have been previously made have been paid, the total amount of the Services provided since the last invoice, the total amount of the Services provided to date, and any other information as may be reasonable and necessary in the City’s reasonable discretion to evidence that funds are spent solely for the Scope of Services and secure the written approval of the invoice by the City. The Provider shall sign a statement certifying that the request for payment or reimbursement and narrative progress reports and financial reports do not include any information that would constitute a false official statement as defined in 837.06, Florida Statutes.

D. Provider must provide backup documentation necessary to show food related purchases did not exceed 5% (five per centum) of the total amount of this agreement.

E. To the extent Provider requests reimbursement specifically for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code.

F. Except for the limited exception in Section XXVIII of this Agreement, any costs of the Services paid for under any other agreement or from any other funding source are not eligible for payment under this Agreement. Violation of this clause is a material breach of this Agreement and City may withhold funds from any source under this Agreement, or any other agreement and, notwithstanding any provision in this Agreement or in any other agreement to the contrary, immediately terminate this Agreement, upon 24 hours’ written notice and require the return immediately upon demand of all Funds

paid to the Provider. A violation shall also be reported to any federal, state or other funding sources for investigation.

G. If the Provider comes under investigation by any government or funding agency for activities including for example, but not limited to misuse of Funds, improper accounting for Funds, multiple billing of the Services or clients to one or more funding sources, or any other improper activities, all Funds under this Agreement may be suspended, in the sole discretion of the City, until the investigation has been resolved in Provider's favor or the alleged misuses have been satisfactorily explained to the City.

a. If the investigation has been resolved favorably to the Provider, or if, prior to such resolution, the Provider's explanation of the circumstances has been accepted by the City as satisfactory, then all suspended Funds will be paid, as appropriate.

b. If the investigation has been resolved adversely to the Provider or if prior to such resolution, Provider's explanation has been found unacceptable by the City, then this Agreement shall immediately terminate and all suspended funds shall become disencumbered and shall be returned to the General Fund of the City. Furthermore, in the event of an adverse resolution, Provider shall return to the City, all misused funds, all improperly accounted for funds, and all funds subject to multiple billings.

c. If the investigation extends beyond the expiration date of this Agreement, 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's General fund by the passage of time.

VI. PROVIDER RESPONSIBILITIES/TECHNICAL ASSISTANCE

A. Provider is responsible for implementing the Model with high degree of fidelity.

B. The Provider will work with staff to complete community specific, short (and intermediate) term objectives for the Provider's target area. These objectives include reduce shootings and killings in the Provider's target area, planning and implementing responses to shootings and killings in designated target areas, and participating in regularly scheduled meetings of site directors, coordinators and outreach supervisors. These meetings will provide a forum for training, problem-solving, and reporting the progress toward community objectives.

C. Compliance with all requirements is considered essential to the successful implementation of the Model. Therefore, the Provider must:

- a.** Coordinate with City as needed to ensure successful implementation, including, where necessary, engaging with City departments and divisions unrelated to Project oversight; and
- b.** Maintain appropriate supervision and ensure management protocols are implemented, including:
 - i.** Daily briefings and debriefings
 - ii.** Weekly staff meetings

- iii. Weekly individual staff supervision, including
 - 1. 5 year plans for staff members
 - 2. Brief staff assessments
- iv. Utilization of database; and
- c. Develop a plan for staff well-being and professional development; and
- d. Identify and connect with resources for staff and Project participants; and
- e. Ensure all necessary and required data is entered into the Cure Violence database; and
- f. Develop a brand for the site and the Project, and a plan for promotion of the brand; and
- g. Coordinate with other sites, supporters, volunteers, and other groups to further the mission of the Project.

D. Providers should meet regularly with site staff to discuss progress towards outcomes and address any site identified issues/needs.

E. The Provider will receive the Site Review Chart provided by the City on a monthly basis. This chart utilizes a point system to monitor site progress toward outcome measures detailed in **Exhibit A**. Measures are weighted relative to their importance towards accomplishing the goals of the Project. In any given month, if a site falls below 50% in the Outreach or Community Mobilization categories, does not meet the minimum number of conflict mediations, or falls below 70% for their total score in all areas, may allow the Provider five (5) business days to submit a corrective action plan which is acceptable to the City.

F. Failure to successfully implement the corrective action plan and improve deficiencies may result in written notice from the City that the Provider must immediately cease to use the City and Cure Violence logo on any and all publications, promotional materials, articles of clothing and other surfaces and to refer to their work as implementing any or all parts of the Model.

G. The Provider is responsible for reviewing the Site Review Chart with site senior staff and must then sign and return the document to City Staff members attending the weekly Senior Staff Strategy meetings may submit the signed document at the time of the meeting.

H. City agrees to provide the following to facilitate the implementation of the Model.

- a. Technical assistance, both on and off-site, to Provider to facilitate the successful implementation of the Model, including:
 - i. Assisting the Provider to implement and sustain the initiative according to the Model; AND
 - ii. Providing onsite assistance for community events and responses to shootings.
- b. Training for Program Managers, Outreach Supervisors, Outreach Workers, and Violence Interrupters on topics related to the successful implementation of the Model.

- c. Materials, if available, to be used in public education and other efforts to persuade those at risk of involvement in shootings or killings to change their behavior, and encourage members of their community to become involved in violence reduction efforts.
- d. Documented information and data about the impact of the Model in partner communities and any research that supports the work Provider and its partners are engaged in.
- e. Publicize the work of the Project and Providers.
- f. Monitoring Provider's work and that of partners to ensure that professional management of all aspects of the Provider's Project, including Provider's fiduciary duties. This includes:
 - i. Monthly review of client and other Project files.
 - ii. Site visits by City staff will visit each site at least monthly and possibly as frequently as weekly or daily, to verify compliance with the scope of work as outlined in **Exhibit A** and to help the site fully implement the Model. Site visits are expected to be more frequent in the implementation phase of the project. Site visits may include "walk-alongs" with outreach workers.
 - iii. City will collect and review performance data on a regular basis. This data will be used to assist the Provider to plan its activities and strategies and to address any problems quickly and effectively.
- g. Fiscal support through training on preparation and submission of required reports and reimbursement for invoices submitted by Provider. Should monitoring reports identify administrative or programmatic deficiencies, the Provider shall be required by the City to successfully complete any recommended educational courses to remedy the deficiency.

I. The Provider must cooperate and be responsive to City's monitoring efforts. As part of the City's monitoring efforts, the City reserves the right to direct the Provider to engage in certain activities, meetings, or other community events reasonably requested by the City, such as Youth Violence Prevention Week, responses to violent events, and other anti-violence activities.

J. The Provider shall promote a message of "No Shooting" targeting high-risk individuals and in the community at-large. Provider should develop public education materials to convey this message. Public education materials must be approved by the City. These materials shall include the language required in Section VI.K. unless otherwise agreed to by the City.

K. The Provider agrees to include the statement "This Project is a certified Cure Violence Health Model site, funded by the City of Jacksonville, working to stop violence in our community before it starts." or similar language agreed to in writing by both parties when referring to this Project.

L. When the Model is implemented in multiple target communities, the Provider will be expected to participate in the "Intercommunity Forum" consisting of the lead agencies from all target communities, representatives from community coalitions, the City, and others as required.

M. City may separately provide support for a third party evaluation of the Provider's site. The Provider agrees to cooperate fully with City and its designated evaluator to design and conduct the

evaluation, establish reporting and record keeping requirements, establish performance measures, design data collection tools, and other activities related to evaluation of the Project.

N. The Provider shall notify the City if sufficient staff, facilities, or equipment necessary to deliver the Services for the Project cannot be maintained. Failure to notify the City of any such deficiencies, or to adequately maintain sufficient staff, facilities, or equipment necessary to provide the Services after notice and a 5 day cure period, shall be a material breach of this Agreement and grounds for termination upon 24 hours written notice.

O. License of City Marks. Subject to the requirements of this Section below, City hereby grants Provider a worldwide, revocable, non-exclusive, not subject to sublicensing, non-delegable, royalty-free right and license to use the City Marks (defined as any and all names, trademarks, trade names, service marks, copyrights, logos, symbols, emblems, designs, colors, identifications or designations owned by the City, as authorized by the City below) in connection with Provider's advertisement and marketing in connection with the performing the Scope of Services and the Model hereunder during the Term of this Agreement.

- a. City Mark Use Approval. Provider shall furnish to City prior to any use, for the approval of City in its sole discretion, copies of any products or materials exhibiting or otherwise using the City Marks (the "Samples") and copies of formats of all advertising, marketing, and promotional material on which the City Marks appear (the "Materials"). City shall have the right to approve or disapprove any or all Samples or Materials and City's approval may be withheld for any reason or no reason. Provider shall not publish, distribute, sell or advertise any Materials or Sample unless and until the Sample and Materials for the same have been approved by City pursuant to this Section O(a). City shall have the right to require any Materials or Samples to be designed in accordance with its specifications. Any materials utilized by Provider utilizing City Marks shall conform to the Sample approved or deemed approved by City. City shall have the right to terminate the licenses granted in Sections O and this Agreement upon Provider's failure to have any Materials or Samples approved after having received written notice from City of such failure and an opportunity to cure.
- b. City Mark Validity. Provider shall not contest or deny the validity or enforceability of any or all of the City Marks or oppose or seek to cancel any registration thereof by City, or City's exclusive right to use the City Marks worldwide, or provide assistance or cooperation to others in doing so, either during the term of this Agreement or at any time thereafter. Provider shall, during the term of this Agreement and after termination cancellation or expiration hereof for any reason whatsoever, execute such documents as City may request from time to time to ensure that all right, title and interest in and to the City Marks reside with City.

Upon termination or expiration of this Agreement, Provider shall immediately discontinue all use of City Marks and return any printed materials bearing the City Marks to the City. The provisions of this Section O(b) shall survive any termination, cancellation or expiration of this Agreement for any reason whatsoever.

VII. MEDIA

A. Media plays a crucial role in promoting the public health message, creating a positive perception of the Model by the public, and serving as a platform for potential funding opportunities.

B. The City will serve as the repository for all media related to the sites and overall Model; is responsible for speaking to the implementation of the citywide initiative and Model; and will provide media trainings and refreshers for site staff.

C. Providers are responsible for speaking to media behalf of the work of their Cure Violence site.

VIII. PROGRESS REPORTS/FINANCIAL REPORTS/PROJECT MONITORING

A. Monthly Project Activity Reports measure community coalition development, outreach activity, public education, and community responses to shootings.

B. Monthly reports must contain the following:

- a. A brief (one to two page) narrative describing activities undertaken for the month and plans for the next month
- b. Number of community activities
- c. Number of public education materials distributed
- d. Number of responses to shootings/homicides
- e. Number of meetings of Community Coalition
- f. Number of new participants recruited;
- g. Demographics of new participants recruited;
- h. Number of participants closed (both successful and unsuccessful)
- i. Number of participant contacts made
- j. Number of referrals made, by type (employment, education, etc.)
- k. Copies of completed Conflict Mediation Forms
- l. Copies of completed Shooting Incident Review Forms
- m. Qualitative information may be requested to supplement this quantitative data.

C. The Provider agrees to submit Project data and other information required by the 15th of the following month regarding activities and outcomes in a form and manner according to a schedule specified by the City.

D. All records created and maintained in conformance with the terms of this Agreement shall, in the event of the termination of this Agreement and with no renewal of the Agreement expected to be negotiated within 30 days of the contract's end date, shall become the property of the City. The Provider agrees to notify City to arrange a time for pickup or delivery of records.

E. City's Contract Administrator or designee, at least once per year, will monitor the Project Goals and Objectives, as outlined in **Exhibit A**. The City's Contract Administrator will determine if the Provider's stated Project Goals and Objectives have been met, or if sufficient progress has not been made toward meeting the Goals and Objectives. Failure of the Provider to maintain sufficient progress in these areas is grounds for termination of this Agreement.

F. Except for the City's exercise of its discretion to terminate this Agreement and demand refund of public funding under Section II.B.g of this Agreement, failure to provide reports (i.e. Annual Report or Independent Audit) as required herein shall result in a certification from the City that no further funds shall be disbursed until such reports are provided, received, and approved by the City and the City certifies a restoration of entitlement.

G. The City shall have the absolute right, at all times during Provider's normal business hours, with or without notice, to enter the Provider's administrative and programmatic premises for the purpose of conducting on-site evaluations of the administrative and programmatic functioning of the Project and the Provider's operation of the Project. Failure of the Provider to allow the City or its authorized representatives to enter its premises shall be a material breach of this Agreement and grounds for withholding funds from any source, under this Agreement or any other agreement, and for termination of this Agreement and return to the City of all funds paid to the Provider under the terms of this Agreement.

IX. PERSONNEL

A. The Provider is responsible for ensuring compliance with all personnel requirements identified below for staff funded in whole or in part by the City for this Project.

B. All personnel hired pursuant to this Agreement shall meet the requirements detailed in the job descriptions included in **Exhibit A**. The Provider agrees to maintain records documenting compliance with all aspects of this hiring process.

C. In addition to an hourly or salaried wage, all staff hired as full time workers will be offered the following benefits, at a minimum:

- a. unemployment compensation, and
- b. social security, and
- c. healthcare coverage.

D. Staffing for a Project site should consist of:

- a. One (1) FTE Site Director, who may have responsibilities within the Provider's organization outside of the Project, if so, their compensation should only reflect time dedicated to the Project, and
- b. One (1) FTE Program Manager (may be combined with Site Director or Outreach Supervisor position with permission of the City), and
- c. Up to two (2) FTE Outreach Supervisors, and
- d. At least three (3) Outreach Workers, and

- e. At least two (2) Violence Interrupters.
- E. Prior written approval from the City is required for employees to be hired at less than full time.
- F. Personnel selection shall be conducted as follows:
- a. The Site Director and Program Manager shall be selected from a pool of candidates identified as a result of the position being announced in appropriate forums or newspapers unless prior written approval for a waiver of this requirement is sought from and given by City.
 - b. The outreach supervisors and direct service staff (outreach workers and violence interrupters) shall be selected from a pool of candidates that may include community residents, others with a demonstrated ability to relate to the target population, and ex-offenders (except those convicted of domestic violence, child abuse or a crime of a sexual nature unless the candidate was convicted of domestic violence ten or more years ago). Former employees of the Provider are only eligible if they left in good standing.
 - c. Program Managers, outreach supervisors, and direct service staff shall be hired upon the recommendation of the community hiring panel. All staff shall be selected by a community panel consisting of
 - i. a representative of Cure Violence Global
 - ii. a representative of the Provider,
 - iii. a representative of the City
 - iv. a Law Enforcement representative, and
 - v. at least one other individual who lives or works in the community.Inclusion of other community representatives is encouraged. Up to two representatives of a single organization may participate on a panel provided the organization has only one "vote" in the selection of candidates to whom offers of employment will be extended.
 - d. No candidates shall be offered employment without the agreement of all members of the panel. The Provider will not hire individuals who are currently on probation or who have been off of probation for less than six months. The Provider will also not hire individuals where less than one year has elapsed since the applicant was released from incarceration or completed probation (which ever has last occurred) for a conviction of a violent crime.
 - e. Candidates who are deemed qualified by the panel but are not offered a position will be considered eligible for hiring for up to four months following the date of their interview with the panel. Hiring or reinstatement of any personnel shall be contingent upon these individuals successfully passing a criminal background check and drug screening.
 - f. Providers desiring to promote an internal candidate to any senior level position (Site Director, Program Manager, or Outreach Supervisor) must announce the availability of the position and interview all qualified candidates based on the hiring panel model.

- E.** All potential hires must adhere to the Provider's approved ex-offender hiring policy.
- F.** Requests for reimbursement for compensation paid to persons hired in violation of this process will not be approved.
- G.** Provider must notify City, in writing, of vacancies, suspensions or terminations of staff paid by this Subcontract Agreement within 48 hours of any employee's change in status. Failure to maintain a minimum of four (4) outreach workers per site for more than 30 days shall result in possible suspension of this agreement.
- H.** Providers must conduct monthly checks during the employee's entire length of employment to ensure that they have not been arrested and/or convicted of any new criminal charge(s). The Provider may obtain this information via their law enforcement contact or other available means. All arrests and convictions must be reported to City within two (2) business days. Any worker arrested and charged with a felony crime of violence or serious misdemeanor must at minimum, be suspended without pay pending the disposition of the offense. Any employee convicted of a felony or misdemeanor must be terminated.
- I.** New hires must be drug tested to assure they are drug-free and agree to periodic drug testing as part of a program of random testing or for cause. The Provider must perform random drug testing for all staff at a minimum of one (1) time per contract period. Results of drug tests should be retained by the Provider in a secure location and available for review during the monthly audit.
- J.** Criminal background checks must be completed for each individual to be hired, including those who admit to having been convicted of felonies and/or having served time in prison. Results of criminal background checks should be retained by the Provider in a secure location and available for review during the monthly audit.
- K.** The Provider must submit their Ex-offender Hiring, Arrest/Conviction and Substance Abuse policies to City for approval.
- L.** Individuals hired pursuant to this Agreement will be provided with the equipment they need to fulfill their duties, including cell phones and access to a computer with internet service, and a base of operation that is located in or in close proximity to the target area(s).
- M.** Provider shall hire and provide support to a Program Manager (PM) to, among other duties,
- a. Identify and build relationships with staff of agencies that provide employment and educational assistance and other services needed by Bridge to a Cure clients; the PM will maintain regular contact with the primary agencies to which clients will be referred through either individual or group meetings; and
 - b. Convene or attend an established monthly coalition meeting of representatives from law enforcement, community associations, other community-based organizations and residents. The Coalition/Safety team shall support the initiative by attending shooting responses, events, and spreading the "no shooting/stop shooting" message; and

- c. Continuously work to broaden and strengthen community relationships, with special efforts to reach out to key community agencies, including faith community leaders who are not involved with Bridge to a Cure and establish relations with them; and
- d. Take a lead role in organizing responses to all shootings and killings that occur in the targeted area within 72 hours of receipt of notice of the shooting or killing. Notify City of all shootings/homicides within 24 hours of the incident; and
- e. Take a lead role in organizing a minimum of one anti-violence community activity per month of at least 75 attendees, per post, that bring residents together and discourages the acceptance of violence as a normal part of life. Notify City of all scheduled events no later than five (5) business days prior to the event; and
- f. Recruit residents and others who work in the community to be part of Bridge to a Cure as evidenced by a roster of individuals who will participate in responses to shootings or killings or activities or otherwise support Bridge to a Cure; and
- g. Recruit and manage a pool of volunteers to assist/attend in shooting responses and monthly community activities.

N. Outreach workers and Interrupters are deployed during the hours when shootings are most likely to occur. Typically, these hours are during the daytime and early evening hours on Tuesday and Wednesday, Thursday 2:00 PM to 10:00 PM, Friday and Saturday 6:00PM to 2:00AM. Hours outside of those specified require documentation of need and prior written approval of the Site Director or Program Manager. Hours worked must be documented on a timesheet that is signed by the worker and his/her supervisor.

O. Outreach staff are expected to build a caseload of 15 to 20 clients by the worker's fourth month on the job and maintain a minimum of 15 high-risk clients thereafter. Individuals who are currently enrolled in another program of the Provider and do not meet the Model eligibility criteria are not eligible to be considered part of this high-risk caseload. Eligibility of program participants and contact with them shall be documented in program files. Outreach staff are expected to complete at least four (4) face to face contacts per month with a minimum of eighty (80) hours per month spent with clients.

P. Supervisors and direct service staff must be visible in the Provider's site for a minimum of 24 hours per month (an average of six (6) hours per week), taking the pulse of the community, creating opportunities for informal contact with those at risk of involvement in shootings and killings, and becoming familiar with community members.

X. STAFF WELL-BEING/PERSONNEL PROFESSIONAL DEVELOPMENT/

A. Provider is responsible for developing a plan to promote staff well-being, including but not limited to conducting weekly supervision of staff to determine support service and professional development needs, team building activities, and activities to promote/maintain positive mental and emotional health.

B. Provider must retain the services of a professional counselor with experience working with individuals affect by the traumatic effects of violence to meet with staff on a regular basis so as to

determine staff members need for more intensive or specialized counselling, and to mitigate and address the effects stemming from violence reduction work. Provider shall pay for services provided by Counselor, so long as funds are available.

C. Provider is required to advise all staff members of available support services offered through employment and/or insurance (i.e., counseling, health and wellness services, legal assistance, etc.). Additionally, Provider should inform staff of all services available through partnering agencies and organizations.

D. All staff members who do not currently possess a high school diploma or general equivalency diploma (GED) must enroll in an educational program or sign up to take the GED within ninety (90) days of the start of their employment. Staff members must provide supporting documentation of enrollment or test date. Staff enrolled in an educational program must attend until successful completion of a GED or high school diploma. Attendance must be verified by the educational entity and Providers must attach this information to Provider's monthly invoice.

E. Successful outreach candidates are required to complete the basic outreach worker training delivered by Cure Violence and the City within 30 days of their employment with the Provider, if the training is available in Jacksonville at another site nationwide.

F. All senior staff candidates (Site Director, Violence Prevention Coordinator and Outreach Worker Supervisor) must complete management training within 45 days of their employment or promotion in addition to completing basic Outreach Worker training, if the training is available in Jacksonville or at another site nationwide.

G. Workers who were previously employed by the Provider as an outreach worker, outreach supervisor or site director and are re-hired after a lapse of no more than 60 days need only attend a booster session.

H. In addition to the trainings provided by the City and Cure Violence, all staff members may have access to National Training Seminars' STAR 12 training series, or equivalent with approval by the City, for a period of one (1) year. Staff would then be required to attend a minimum of ten trainings per year and must provide proof of attendance. Membership is dependent on Provider's availability of funds.

XI. RECORDS

A. By the acceptance of funding pursuant to this Agreement, the Provider 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), a copy of which can be obtained by Provider online at <http://www.cms.gov/HIPAAGenInfo/>, which regulations are incorporated herein by reference, as applicable, all the financial, business, and membership records of the person, corporation, foundation, trust, association, group, or organization, relative to the Project may be subject to the provisions of the Public Records Law. Failure of the Provider to comply with this requirement will constitute a breach of this Agreement and may result in cancellation of this Agreement and refund to City of the Funds.

B. The Provider shall maintain financial and accounting records and conduct transactions in accordance with generally accepted accounting principles, Florida Statutes, and the requirements of the City Ordinance Code. These financial records shall be maintained in a manner permitting positive and

ready identification of any funds received by Provider from the City from the time such funds are actually received by Provider until the time they are actually expended or disbursed by Provider 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 records shall be made available for audit, copying, or inspection at any time during normal business hours and as often as the City may deem necessary.

D. The Provider shall retain all of its records and supporting documentation applicable to this Agreement for 5 years after receipt of final payment from the City. These records and documentation include, but are not limited to:

- a. Participant case files
- b. Shooting/homicide details
- c. Conflict mediations
- d. Referrals
- e. Timesheets

E. The Provider agrees to maintain the records required by the City to document activity completed by Provider staff to complete the work described in this Agreement and achieve the results described in Exhibit A of this contract.

F. All documentation, electronic, hard copy, or otherwise, must be stored in such a fashion that access is restricted to only those with a need to access the information and who have approval from the Site Director, such as on a password protected computer or a locked file cabinet, and be made available for review by the City.

G. Timesheets during this Agreement period for all staff funded under this Agreement are required to be maintained on site, approved by a supervisor, and be available for review. Documentation of work completed by funded staff should reflect the time staff are paid by the contract.

XII. AUDIT

A. In accordance with Section II.B.f. of this Agreement, Provider, at its sole cost, shall provide the City annually with an original copy of a single independent audit of the Project funds prepared by an independent certified public accountant not associated with the Provider or the Project, and the audit or audits covering the period specified in Section II.B.6., above, no later than 120 days after the expiration of the Provider's fiscal year.

B. Failure of the Provider to provide a copy of a duly executed audit performed in accordance with the preceding guidelines (Section II.B.f.) shall constitute a material breach of this Agreement and, notwithstanding any provision of this Agreement to the contrary, is grounds for the City to withhold funds, from any source, from this Agreement, or from any other agreement, and for termination of this Agreement and return to the City of the Funds.

C. If OMB Circular A-133 applies to the funds provided by this Agreement, Funds shall not be used to pay for the audit if the Funds includes federal funds of less than \$500,000.

D. The following audit requirements are in addition and supplemental to other audit requirements in this Agreement:

- a.** The Provider shall establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services, and all other documents, (the "Records") in a format sufficient to reflect all receipts and expenditures of Funds.
- b.** The Provider shall retain all Project Records pertinent to this Agreement for a period of 5 years after completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of 5 years, the Records shall be retained, at no cost to the City, until resolution of the audit findings or any litigation based on the terms of this Agreement. Records shall be retained for longer periods when any retention period required by law exceeds the time frames required in this paragraph.
- c.** Upon demand, at no additional cost to the City, the Provider shall facilitate the duplication and transfer of any Records during the applicable retention period.
- d.** The Provider shall provide these Records at all reasonable times for inspection, review, copying, or audit by the City.
- e.** At all reasonable times for as long as the Records are maintained by Provider, Provider shall allow persons authorized by the City to have full access to and the right to examine any of the Records, regardless of the form in which kept.
- f.** The Provider, at its cost, shall provide audits or reports as requested by the City, and shall insure that all related party transactions are disclosed to the auditor.
- g.** The Provider shall comply and cooperate immediately with any inspections, reviews, or investigations deemed necessary by the City's Contract Administrator.
- h.** The Provider shall permit the City to interview any of Provider's employees, sub-providers, and sub-providers' employees to assure the City of the satisfactory performance of this Agreement. Following such review, if performance of the Provider is, in the opinion of the City, deficient, the City will deliver to the Provider a written report of the deficiencies and request for development by the Provider of a corrective action plan. The Provider agrees to prepare and submit to the City a corrective plan within 5 business days of receiving the City's written report. Provider shall correct all deficiencies in the corrective action plan within 5 business days from the City's receipt of the corrective action plan.
- i.** All reports, audits, and other information provided by the Provider pursuant to this Section shall contain the following statement: "The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes."

- j. If the Provider uses sub-providers in the performance of the Services, or properly assigns this Agreement, the Provider shall include the audit, inspections, investigations, and record keeping requirements of this Agreement in all subcontracts and assignments.

XIII. CONTRACT, SCOPE OF WORK/SERVICES CHANGES

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

B. Any request for change of service delivery site or the Services provided shall be submitted by the Provider in writing and approved by the City at least 30 days prior to the changes. Failure to properly notify the City is a breach of this Agreement are grounds for termination under Section XVI.

C. If lawfully appropriated funds to finance this Agreement become unavailable or if City fails to appropriate funds for this Agreement, the City may terminate this Agreement with 24 hours written notice to the Provider. The 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 Provider within 48 hours of such change, and no amendment to this Agreement is required to effect the change.

XIV. EQUIPMENT PURCHASES

A. Equipment or other tangible personal property (the "Property") purchased with Funds shall be non-consumable and consistent with City capitalization requirements or Section 122.801(e), Ordinance Code, as amended from time to time. The Property must have a useful life of 1 year or more and shall be inventoried by the Provider. The Provider shall retain property inventory records, acquisition documents, and usage records. Upon expiration of Provider's use of the Property for the Project or for another City approved public purpose, the Property shall be transferred free and clear of all liens and encumbrances to the City by bill of sale or otherwise disposed of as may be authorized in writing by the City.

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

- a. Any purchase up to \$ 2,500 will require documentation of one (1) written quotation.
- b. Any purchase of \$2,501 to \$15,000 will require two (2) written quotations.
- c. Any purchase of \$15,001 to \$30,000 will require three (3) written quotations.
- d. Any purchase of \$30,001 to \$50,000 will require four (4) written quotations.

- e. Any purchase of over \$50,000 will require a formal competitive sealed bid procedure.

C. Quotations received shall include date, time, vendor, telephone number, and person giving the quote. Please include minority vendors whenever possible.

XV. REVERSION OF ASSETS

The Provider shall transfer to the City any Funds or other assets acquired by Funds on hand and any accounts receivable attributed to the use of Funds at when the City no longer does business with the Provider for the purposes described in **Exhibit A**. However, any real property under the Provider's control that was acquired or improved in whole or in part with Funds with a value in excess of \$2,000 shall be used to meet one of the objectives of the Project, until 3 years after expiration of this Agreement or such longer period of time as determined appropriate by the City. If the Provider disposes of the real property prior to the expiration of the 3 year period, the Provider shall reimburse the City for the value of the real property attributable to the Funds used in the acquisition or improvement of the real property when the Provider ceases doing business with the City for the purposes described in **Exhibit A**. At the end of the 3 year period, the Provider shall convey the real property by warranty deed to the City, in fee simple, free and clear of any and all encumbrances.

XVI. BREACH /TERMINATION

A. If the Provider breaches any term of this Agreement, including the duty to provide the Services within the time specified, and fails to correct the breach within 5 business days from receipt of written notice of the breach, the City may terminate the whole or any part of this Agreement, or exercise any other rights it may have at law or in equity.

B. Termination shall be upon no less than 24 hours' notice in writing, if the breach has not been corrected within 5 business days after notice of the breach. The notices shall be delivered by certified mail, return receipt requested, or by hand delivery with a written receipt.

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

- a. Cease working under this Agreement on the date and to the extent specified in the notice of termination.
- b. Place no further orders or subcontracts for the performance of the Project.
- c. Terminate all orders and subcontracts that relate to the performance of the Project.
- d. Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including the final report, without reimbursement for the Services rendered beyond the termination date to complete the reports.

D. All remedies of whatever nature and for whatever cause provided for in this Agreement are not exclusive, but are cumulative and supplemental to all remedies available to City at law or in equity.

XVII. 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. Notices shall be delivered to:

For the City:

Damian Cook, Grant Administrator
Office of Grant & Contract Compliance
214 North Hogan 8th Floor
Jacksonville, FL 32202

For the Provider:

Paul Tutwiler, Authorized Representative
3416 Moncrief Road, Suite 200
Jacksonville, FL 32209

XVIII. INDEMNIFICATION. See Attachment A attached hereto and incorporated herein by this reference.

XIX. 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, marital status, citizenship status, creed, sexual orientation, gender identity, disability, veteran status, or any other protected status under federal, state, or City law, or under Provider's Board Policies in the performance of this Agreement.

B. The Provider shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to the persons served.

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

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

F. If City receives evidence of discrimination in violation of this Agreement the City may terminate this Agreement.

XX. EQUAL EMPLOYMENT OPPORTUNITY

The Provider 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 Provider 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 Provider shall incorporate this provision in all subcontracts for the Services provided under this Agreement.

XXI. 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 and duly signed by both parties. The parties agree to amend this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.

B. The Provider agrees to abide by the standards outlined in the City Standards as from time to time amended, attached as **Exhibit B**. Failure of the Provider to perform in accordance with the City Standards is a breach of this Agreement and grounds for withholding of funds from any City source, including this Agreement, or any other agreement, and for termination of this Agreement and return of all Funds on demand by the City.

C. That portion of the cost of automobiles furnished by Provider relating to personal use, such as transportation to and from work, is not an allowable fringe benefit or indirect costs regardless of whether the cost is reported as taxable income to the person using the automobile for personal use.

D. Provider shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, as amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Open Meetings Law). Such laws, rules, regulations, and ordinances also include, but are not limited to, the all applicable requirements for licenses and certifications necessary to perform the Services. If any of the obligations of this Agreement are to be performed by a subcontractor or subrecipient the provisions of this Section XXII.D. shall be incorporated into and become a part of the subcontract or subrecipient contract.

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

XXII. 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.

XXIII. INTEREST OF THE PROVIDER

The Provider 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, in conflict with the performance of the Services. The Provider further covenants that no person with a conflicting interest will be employed or contracted for the performance of this Agreement.

XXIV. REPRESENTATIONS/WARRANTIES AND UNAUTHORIZED WORKERS

A. As a material inducement for City to enter into this Agreement, Provider warrants (and unless otherwise specified, the warranties shall remain true during the Term of this Agreement) that:

- a.** Provider has authority to enter into this Agreement and all documents contemplated by this Agreement, and to perform its obligations arising under this Agreement and other documents contemplated by this Agreement. The individuals signing on behalf of Provider have authority to do so.
- b.** Provider's execution of this Agreement and performance of its obligations under this Agreement have been duly authorized and approved by the shareholders, members, partners, or directors of Provider (as the case may be).
- c.** This Agreement and all documents contemplated by this Agreement each constitute a legal, valid, and binding obligation of Provider, enforceable in accordance with its terms.
- d.** This Agreement and all documents contemplated by this Agreement do not and will not contravene any provision of the governing documents of Provider, any judgment, order, decree, writ, or injunction by which Provider is bound, or any provision of any applicable law or regulation by which Provider is bound. The execution of this Agreement and all documents contemplated by this Agreement, and performance of the obligations of this Agreement and other contemplated documents, will not result in a breach of or constitute a default under any agreement to which Provider is a party or require consent from any third party.
- e.** Provider and each of its subcontractors, suppliers, and other persons performing the Services or any part of the Services hold all necessary licenses, permits, and authorizations required by applicable governmental bodies as a condition to conduct business in the State of Florida and in the City of Jacksonville, and to perform the Services.
- f.** Provider has not employed or retained any third party having a relationship with City to solicit or secure this Agreement and has not paid or agreed or promised to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.
- g.** Provider has obtained all necessary approvals from governmental or quasi-governmental authorities having jurisdiction over performance of the Services. All governmental approvals are final, unappealed, and unappealable, and shall remain in full force and effect without restriction or modification for the duration of this Agreement.
- h.** Provider is not in default under any agreement with City, and Provider has satisfied all conditions imposed by any governmental authority in connection with provision of the Services.

B. The employment by Provider of unauthorized aliens is a violation of Section 274A(e) of the Federal Immigration and Naturalization Act and a material breach of this Agreement, and City may unilaterally cancel this Agreement upon 30 days prior written notice of such cancellation.

XXV. FISCAL YEAR OF PROVIDER

The Provider's fiscal year ends on September 30.

XXVI. INCORPORATION OF EXHIBITS

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

XXVII. NEGOTIATED AGREEMENT

(illegible signature)

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 prepared this Agreement.

XXVIII. DUAL PAYMENTS PROHIBITION

Provider shall not apply the Funds received under this Agreement to Services that are being or have been paid or reimbursed, in whole, from other sources. Partial payment for Services from the Funds under this Agreement, together with partial payment for the Services from other funding sources is permissible if the total amount of all funds do not exceed the agreed upon monetary value for the Service provided. Except as allowed in the immediately preceding sentence, application for and receipt of dual payments is a material breach of this Agreement and may be grounds for immediate termination, on 24 hours oral notice, and Provider shall be subject to damages in the amount of the Funds that were received as dual payments.

XXIV. ENTIRE AGREEMENT; SIGNATURES

This Agreement contains the entire agreement between the parties with respect to the receipt and expenditure of the Funds. No agreement, understanding, course of action, course of conduct, or statement by either of the parties or their authorized representatives is effective unless it is contained in this Agreement. Except as may otherwise be provided in this Agreement, any revision, amendment, or other change to this Agreement shall be in writing and signed by the parties. This Agreement may be signed in counterparts and by facsimile of electronic signature, the counterparts and signatures of which, when taken together, shall be deemed to constitute but one Agreement.

(signature page to immediately follow)

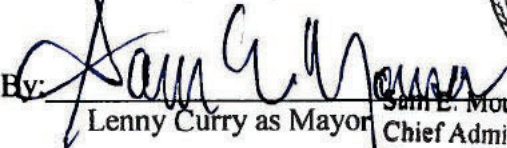
IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year first above written.

ATTEST:

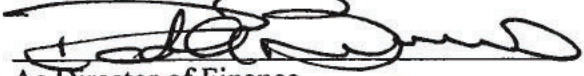
By: 
John C. Sawyer, Jr.
As Corporation Secretary

CITY OF JACKSONVILLE, a
Florida municipal corporation



By: 
Lenny Curry as Mayor **Sam E. Mousa**
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

In compliance with Section 24.103(e) the *Ordinance Code* of the City of Jacksonville, I 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 as required by the Agreement.


As Director of Finance
Contract Number: 10637
For Patricia C. "Tony" Jones

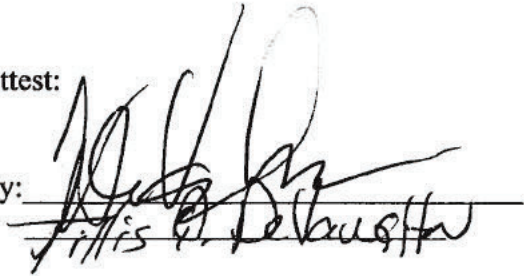
Project
Index Code: JXMA011MACV
Sub Object: 07201

FORM APPROVED:

By: 
Office of General Counsel

Attest:

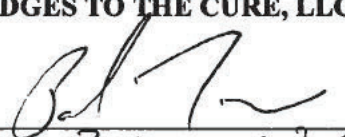
By:



Jill S. Lebrun

BRIDGES TO THE CURE, LLC

By:



Print: Paul Ramirez
Title: Director

EXHIBIT A

Scope of Services

This Scope of Work Statement between the City of Jacksonville and Northwest Jacksonville Community Development Corporation (NWJCDC) to stop or, if that is not possible, reduce the shootings and killings occurring in the northwest Jacksonville neighborhoods immediately adjacent to downtown.

NWJCDC asserts that the elimination of violence is part or all of its written mission statement and to that end agrees to implement Bridges to a Cure using the Cure Violence model and all its components with fidelity. The five components to the model are as follows:

- Community Mobilization
- Public Education
- Cooperation with Law Enforcement
- Outreach

Bridges to a Cure is a public health derived strategy aimed at reducing gun violence. The target populations are individuals at high risk of involvement in shootings and killings. In order to be served by the program, prospective clients must meet a minimum of four (4) of the following:

- Member of a gang known to be actively involved in violence;
- History of criminal activity including crimes against persons;
- Leader of a gang actively involved in violence;
- Pending or prior arrest(s) for weapons offenses;
- Victim of a recent shooting;
- Recently released from prison; and
- Between the ages of 14 and 25.

The provider deliverables within the components of the Bridges to a Cure model include:

1. COMMUNITY MOBILIZATION

The Provider and their staff are responsible for the coordination of community mobilization to change norms within the neighborhood. This is done through planning and participating in community activities and public education efforts, assisting with coalition building, and leading and participating in activities to engage the community in this intervention. The Provider should communicate the initiative's role in violence reduction and inform partners of the concrete needs and opportunities for active involvement.

- Inform partners of ways to become involved in the initiative, which may include: providing in-kind services, access to programming, attending and advertising monthly events and shootings responses, etc.
- The Provider should assist the site staff with building rapport and fostering relationships with their existing community partners.

2. PUBLIC EDUCATION

Promote the message of “No Shooting” to those most likely to be involved in a shooting, and other members of the community as well as the public at large. Message promotion can include:

- Distribution of public education materials at neighborhood events, shooting responses or other community or client appropriate activities
- Continually distribute public education items within the community at all times

3. COOPERATION WITH LAW ENFORCEMENT

Successful implementation of the Bridge to a Cure model requires that providers develop and implement a strategy for obtaining information about shootings within 24 hours of their occurrences from the local police district. In addition, there should be continuous efforts to engage and build a relationship with law enforcement that fosters the sharing of appropriate information in a timely manner.

- Develop and implement a strategy for engagement with law enforcement, including coordination with the Jacksonville Sheriff’s Office (JSO) Group Violence Interruption Unit, and the Zone(s) within which the Project operates.
- Provide a letter from the local police district agreeing to provide data related to shootings and homicides occurring in assigned police post, identifying the mechanism by and timeframe within which data will be related (i.e. email, fax, telephone).

4. OUTREACH

Outreach involves the use of staff trained in the Cure Violence Public Health Model to mediate and intervene in conflicts and provide other support to individuals who, because of their backgrounds and present situation are likely to be involved in or likely to become involved in shootings or other acts of violence.

- Direct Service staff must be visible in the provider site and target area on a regular and ongoing basis to make contact with residents and members of the community to explain the nature of the Model, the work being conducted by the Provider as part of the Project, and assist in connecting members of the community to services as known and available.
- Outreach staff are expected to maintain as caseload of high-risk individuals they provide additional wrap around services to assist the individual in changing their background or situation so they will no longer be involved in acts of violence.

Schedule of Activities

Pre-implementation (April) - \$25,000

- Initial Staffing
 - Staffing patterns
 - Recruitment planning
 - Hiring site program managers and supervisors

- Site preparation and setup
- Kick-off Event planning

Staff Recruitment, Staff Training, & Kick-off Event (May) - \$50,000

- Frontline Staff Recruitment and Hiring
- Staff Training
 - VIRT 1
 - Management Training 1
 - Database Training
- Kick-Off Event Planning

Ongoing Program Implementation (June-September) - \$50,000 per month

- Weekly calls
- Weekly data reports
- Ongoing Site Certification Visits
- Ongoing Technical Assistance and Training

Food

Backup documentation will be provided for all food expenditures. Expenditures for food will not exceed 5% of the total amount.

TOTAL COST

These services are valued at a total cost of \$275,000. Travel, lodging and administrative services are included in this cost.

Job Descriptions

Cure Violence Program Manager Job Description

Job Position/Title: Program Manager

Cure Violence is a strategic, evidence-based, public health approach to reduce and prevent shootings and killings in Jacksonville. The Cure Violence Program Manager is responsible for overall management of the Cure Violence program and Cure Violence team, and facilitates implementation of the program with fidelity to the Cure Violence model. The Program Manager is also responsible for building relationships with community based groups, residents, elected officials and law enforcement to educate community stakeholders about the Cure Violence program, to identify resources, collaboration efforts, and to assist community mobilization efforts around the issue of violence in order to help facilitate community norm change.

Responsibilities

Community Mobilization

- Using community organizing techniques (see *Community Organizing and Community Building for Health*, Meredith Minkler, 2005) as presented in the Cure Violence training to mobilize the community to engage in activities that will help change the thinking and norms, so that shooting and killing is no longer an acceptable behavior and to create alternatives for those currently at highest risk for shooting someone or being shot.
- Recruit and manage an active volunteer base to: participate in shooting responses; canvass the neighborhood; participate in the planning and execution of community activities; and, help identify auxiliary resources and provide advocacy on behalf of the highest risk.
- Within the first two (2) months of Cure Violence program implementation, works with the City of Jacksonville and Cure Violence Global to develop a formalized Violence Prevention plan to reduce shootings and killings in their community. The Violence Prevention Plan shall include/adhere to the following:
 1. Includes the strategic mapping as presented during Cure Violence training: A block-by-block assessment of shooting and homicide data, hotspot areas, high-risk groups, participants, shooting and homicide goals, conflict mediations, etc.
 2. Utilizes the “framework for violence prevention” provided by Cure Violence to prioritize strategies and identify outcomes;
 3. Produces a written violence prevention plan tailored to the specific needs of Cure Violence communities that specifies short and long-term goals that are consistent with the goals of Cure Violence; and,

4. Facilitates implementation of the strategies identified in the plan with an emphasis on maximum engagement of community residents and existing community services.
- Plans and implements responses to shootings with community residents and other local partners within seventy-two (72 hours) of notification of a shooting
 - Organizes and executes a minimum of 2-12 community activities during contract period (does not include Cure Violence Week); Organizes and executes a minimum of 2-3 community activities during Cure Violence Week
 - Manages and tracks Cure Violence public education materials in the target area.

Resource Development

- Develops relationships with local service providers and program partners, including law enforcement, faith leaders, and community stakeholders, in order to identify and access resources for the highest risk.

Team Management

- Responsible for the adoption and continued implementation of Cure Violence Program Management best practices as taught in the required Cure Violence Program Management Training

Directly manage, and coordinate with outreach supervisor to provide and participate in:

1. Organizing hiring panels
2. Regular weekly (i.e., same day, same time) staff meetings
3. Regularly weekly supervision for Outreach Supervisor
4. Participation in strategic planning for day to day activities (to include attending briefings)

Additionally, Program Managers must:

5. Participate in administrative/management meetings for Cure Violence, and act as a communication liaison for the other staff members regarding the proceedings of these administrative meetings
6. Regular, timely completion of Cure Violence documentation and reports

Program Monitoring

- Participates in evaluation activities of the community-based violence prevention program and organizes and participates in a review of program progress.
- Participates in regular meetings with City of Jacksonville/Cure Violence staff to:

1. Review and assess progress to programmatic goals as stated in the Scope of Work
 2. Assess relevance and adequacy of the violence prevention plan as it is developed;
 3. Refocus the violence prevention plan as needed based on these meetings; and
 4. Determine other priority needs and goals.
- Attends monthly scheduled Community Partners meetings and contributes to the success of the meeting by submitting potential agenda topics, actively engaging in these meetings and interacting with representatives from other agencies that do similar work in Illinois.

Qualifications

- Excellent communication skills (written and verbal)
- Proven management experience
- Proven community organizing abilities
- Proven ability to document programmatic activities and assist others in doing so
- Experience and/or training in crisis intervention and staff supervision
- Valid driver's license, insurance, and good driving record
- No pending criminal cases or prior convictions for domestic violence (within 10 years) or prior convictions for sexual assault or child abuse.

Cure Violence: Outreach Supervisor Job Description

Title: Outreach Supervisor

Reports to: Program Manager

Cure Violence stops the spread of violence in communities by using the methods and strategies associated with disease control – detecting and interrupting conflicts, identifying and treating the highest risk individuals, and changing social norms – resulting reductions in violence of 40% to 70%.

The Cure Violence Health Model is a data-driven, research-based, community-centric approach to violence prevention. Cure Violence maintains that violence is a learned behavior that can be prevented using disease control methods. The Cure Violence Health Model has three core components that work in conjunction to disrupt the transmission of violence. Each of these components is essential to reducing violence.

I. Detect and interrupt potentially violent conflicts

Use trained health workers to detect conflicts within the community – interpersonal, group, and retaliations - and respond with specific methods to peacefully resolve the disputes.

II. Treat those at highest risk for involvement in violence

Use trained health workers to identify individuals that are most likely be involved in violence and work intensively to change their behavior.

III. Group and community norm change

Use trained health workers to challenge norms that encourage the use violence and replace them with new skills and new information to allow people to safely settle disputes and maintain respect without the use of violence.

Responsibilities include, but are not limited to:

- Plan the day-to-day and week-to-week activities with and for the outreach staff based on official data and team knowledge
- Plan and hold daily meetings (briefings, debriefings, and/or team meetings) to review current level of violence, including shootings and assess what additional interventions are needed
- Supervise staff of outreach workers and violence interrupters, including daily communication with each staff member
- Outreach to the community to build strong relationships with youth, residents, businesses, and community groups
- Coordinate interview panels to hire outreach and violence interrupter staff
- Advocate for youth through court testimonies, when necessary
- Increase staff visibility when shootings/killings take place (developing networks with other outreach program workers to coordinate an inclusive and immediate strategic response)
- Works closely with the City of Jacksonville and Cure Violence Global, program manager, outreach workers and violence interrupters to develop formalized Violence Prevention Plan

- Investigate causes of shootings/killings to assist in mediating situations and preventing retaliation between individuals and groups (working with the community, outreach programs and local law enforcement to gain information that may be helpful in preventing additional killings)
- Identify and diffuse “hot spots” for shootings and violence
- Attend and participate in meetings with community outreach workers, prosecution, probation, and agencies providing opportunities, to discuss recent situations and coordinate efforts collectively to stop the killing
- Conduct Weekly Supervisions with outreach workers and violence interrupters as presented in the Cure Violence training
- Overall coordination with the program manager of all staff reports including behavior change tracking forms and implementation checklist

Connect with additional resources from neighboring communities to get needed support, when necessary

Qualifications:

- H.S. diploma
- Extensive experience working with youth and high risk individuals
- Excellent communication skills
- Experience and/or training in crisis intervention and staff supervision
- Valid driver’s license, insurance, and good driving record
- No pending criminal cases or prior convictions for domestic violence (within 10 years) or prior convictions for sexual assault or child abuse.

Cure Violence: Outreach Worker Job Description

Title: Outreach Worker

Reports to: Outreach Supervisor

Cure Violence stops the spread of violence in communities by using the methods and strategies associated with disease control – detecting and interrupting conflicts, identifying and treating the highest risk individuals, and changing social norms – resulting reductions in violence of 40% to 70%.

The Cure Violence Health Model is a data-driven, research-based, community-centric approach to violence prevention. Cure Violence maintains that violence is a learned behavior that can be prevented using disease control methods. The Cure Violence Health Model has three core components that work in conjunction to disrupt the transmission of violence. Each of these components is essential to reducing violence.

I. Detect and interrupt potentially violent conflicts

Use trained health workers to detect conflicts within the community – interpersonal, group, and retaliations - and respond with specific methods to peacefully resolve the disputes.

II. Treat those at highest risk for involvement in violence

Use trained health workers to identify individuals that are most likely be involved in violence and work intensively to change their behavior.

III. Group and community norm change

Use trained health workers to challenge norms that encourage the use violence and replace them with new skills and new information to allow people to safely settle disputes and maintain respect without the use of violence.

Outreach Worker Responsibilities:

- Build rapport with highest risk persons in the target area and the people who know them
- Let it be known that you and the team are working to stop shootings and that should be notified when shootings or other violence might happen so that you can help intervene
- Work to intervene in circumstances in which violence is likely, including possible retaliation
- Work to understand why violence happens and develop strategies to address the underlying factors
- Work to gain trust of the community and the highest risk persons so that they know why you are there – to help prevent shootings and violence, and to help high-risk persons in any way you can
- Work as a productive member of the team to ensure that violence is reduced
- Anticipate and be responsive to Outreach Supervisor's requests and the needs of team
- Identify those who are active in high-risk street organizations and engage in high-risk street activity and intervene in their lives through case management to aid in solving current problems and preventing future ones, help facilitate positive behavior change, and introduce positive alternatives to violence

- **Recruit & maintain a minimum of 15 high-risk participants and work with individuals over time to reduce risk**
- Serve as a link and support for individuals through connections to community resources (job programs, GED, drug treatment, and mentoring)
- Participate, as necessary, in organizing responses to shootings and increasing visibility when shootings/killings take place (developing networks with other outreach program workers to coordinate an inclusive and strategic response)
- Gather information regarding the causes of shootings/killings to assist in mediating situations and preventing retaliation between individuals and groups (working with the community, outreach programs and local law enforcement to gain information that may be helpful in preventing additional violence)
- Work closely with management to develop all strategic plans (implementation, canvassing, etc.)
- Provide new skills and new information to highest risk, and community at large, to change behaviors supportive of the use of violence
- Document all efforts to reduce violence
- Document all work with participants
- Participate in all team responsibilities (Briefings, Debriefings, Team Meetings, Individual Supervision, etc.)
- Other duties as assigned

Qualifications:

- Experience working with highest risk
- Excellent communication skills
- Extensive knowledge of Target Area
- Valid driver's license, insurance, and good driving record
- No pending criminal cases or prior convictions for domestic violence (within 10 years) or prior convictions for sexual assault or child abuse.

Cure Violence: Violence Interrupter Job Description

Title: Violence Interrupter

Reports to: Cure Violence Outreach Supervisor

Cure Violence stops the spread of violence in communities by using the methods and strategies associated with disease control – detecting and interrupting conflicts, identifying and treating the highest risk individuals, and changing social norms – resulting reductions in violence of 40% to 70%.

The Cure Violence Health Model is a data-driven, research-based, community-centric approach to violence prevention. Cure Violence maintains that violence is a learned behavior that can be prevented using disease control methods. The Cure Violence Health Model has three core components that work in conjunction to disrupt the transmission of violence. Each of these components is essential to reducing violence.

I. Detect and interrupt potentially violent conflicts

Use trained health workers to detect conflicts within the community – interpersonal, group, and retaliations - and respond with specific methods to peacefully resolve the disputes.

II. Treat those at highest risk for involvement in violence

Use trained health workers to identify individuals that are most likely be involved in violence and work intensively to change their behavior.

III. Group and community norm change

Use trained health workers to challenge norms that encourage the use violence and replace them with new skills and new information to allow people to safely settle disputes and maintain respect without the use of violence.

• Violence Interrupter Responsibilities:

- Let it be known that Interrupters and the broader team are working to stop shootings and should be notified when shootings or other violence might happen so that you can help intervene
- Work to intervene in circumstances in which violence is likely, including possible retaliation
- Work to understand why violence happens and develop strategies to address the underlying factors
- Work to gain trust of the community and the highest risk persons so that they know why you are there – to help prevent shootings and violence, and to help high-risk persons in any way you can

Use knowledge, skills, and credibility to:

- Gain information on potential conflicts in communities
- Formulate action plans to help resolve conflicts
- Meet with high-risk individuals and groups on a daily basis to discuss issues
- Work to prevent initial acts of violence

- Assist in development of all strategic plans
- Use data and knowledge of team to identify, detect, and reduce risk for violence
- Help in the efforts to prevent all potential retaliatory shootings
- Develop relationships with influential individuals and groups in the community
- Provide new skills and new information to highest risk, and community at large, to change behaviors supportive of the use of violence
- Refer potential participants to outreach workers
- Distribute public education materials within the community
- Attend community responses and events
- Work as a productive member of the team to ensure that violence is reduced
- Document all efforts to reduce violence
- Participate in all team responsibilities (Briefings, Debriefings, Team Meetings, Individual Supervision, etc.)
- Other duties as assigned

Qualifications:

- Experience working with high risk and connected to groups in/out of the target area
- Excellent communication skills
- Extensive knowledge of the Target Area
- Valid driver's license, insurance, and good driving record
- No pending criminal cases or prior convictions for domestic violence (within 10 years) or prior convictions for sexual assault or child abuse.

EXHIBIT B

CITY OF JACKSONVILLE CITY STANDARDS 2018/2019

The following standards are those by which all Providers of such Services to the City of Jacksonville are evaluated. The **PROVIDER** will demonstrate that through an on-site review by representatives of the **CITY**, these standards are met. Documentation will be requested at the time of the site visit.

A. Governance

Required:

- 1) **PROVIDER** has a charter and/or bylaws, which clearly define the agency's purpose and organization and the duties, authority and responsibilities of the governing body.
- 2) The Governing authority is held by a volunteer Board of Directors of at least 6 members, who are representative of both the community at large and the population served.
- 3) Terms of Board membership are of fixed length and the number of successive terms is limited. Changes in the **PROVIDER'S** Board Officers must be reported to the City's Contract Administrator by the end of the quarter of the effective date; with all required quarterly reports to include resignations and newly elected Board Officers, as documented by letters and board minutes.
- 4) Board meetings are held at least once per calendar quarter in accordance with agency bylaws. Minutes are recorded and maintained in agency files.
- 5) Limiting the length of terms and the number of successive terms, which an officer may hold, regularly rotates board officers.
- 6) Board and staff members should act in the best interest of the organization, rather than in the furtherance of personal interests, or in furtherance of personal interests of third parties. **PROVIDER** has a written conflict of interest policy or code of professional ethics. This, at a minimum, prohibits agency purchase of any service or product from a member (Board, Staff or Volunteer), employer of a member, or any company in which member has a financial interest, unless there is a clear statement of non-conflict. These policies shall be in place, and shall routinely and systematically be implemented to prevent actual, potential or perceived conflicts of interest.
- 7) No nepotism exists between **Board and staff or within the Board**.
- 8) The Board employs the **PROVIDER'S** chief professional officer, unless it is a government agency. The chief professional officer is not a voting member of the Board. No voting board members are employed by the organization.
- 9) Board members regularly attend meetings and are actively involved in fulfilling their responsibilities to the agency. Board attendance policy is written and enforced.
- 10) The bylaws state that the **PROVIDER** does not support partisan organizations, politicians or candidates for political office.
- 11) No voting board members are employed by the organization unless such employment is provided for in the agency's charter or articles of incorporation.
- 12) The Board has developed and approved policies and procedures related to agency operations.

- 13) Board membership reflects gender, ethnic and professional diversity appropriate to the **PROVIDER'S** mission.
- 14) **PROVIDER** does not operate in conflict with the policies of the City.
- 15) **PROVIDER'S** mission, vision and values are complementary to those of the City.

B. Audits and Records

- 1) Financial management and reporting complies with generally accepted accounting principles.
- 2) **PROVIDER'S** annual operating budget is balanced.
- 3) Board members are provided financial statements, balance sheets, cash flow reports and or such other documentation of the organization's fiscal health at every meeting of the Board of Directors.
- 4) The Board of Directors reviews and approves the organization's annual budget.
- 5) **PROVIDER'S** internal financial management policies and procedures assure adequate control and security.
- 6) No **PROVIDER** is allowed to supplant **Funds** for funds previously provided by another funder without **CITY** approval. Any costs or services paid for under any other agreement or funding source are not eligible for payment under this agreement.
- 7) The **PROVIDER** completes either an annual audit or annual report as required by contract with the **CITY**.
- 8) **PROVIDER** maintains a record of fund raising expenses, which demonstrates that such expenses are justified in terms of fund raising results.
- 9) **PROVIDER** must maintain records of programs funded by the City for up to five years to include property inventory.
- 10) The Agency has a formal system of accounting. **A.** Identify the system utilized – software, etc. **B.** Is a separate checking account maintained for Funds? (If not, has the provider obtained permission not to maintain a separate checking account? **C.** Agency has on file, a letter from Council Auditor approving the maintenance of a separate budgetary accounting system.
- 11) The provider maintains an agency-operating budget detailed by cost center, by source of funds and by expenditure category. If not, or if a different method is used, explain in notes. (Obtain and review the Agency's operating budget. The Provider receiving City of Jacksonville funds who do not maintain a separate checking account, should maintain a separate cost center.)
- 12) Monthly Financial Reports have been submitted timely.
- 13) Agency has obtained a Registration Letter (Solicitation of Contributions Act) from the Florida Department of Agriculture and Consumer Services.
- 14) Verify whether expenditures are supported by appropriate documentation such as time sheets, invoice, etc.
- 15) If an audit was performed in the year previous to this review: a). The recommendations/findings noted in the compliance report, internal control report, management letter and any corrective action reports have been followed or otherwise cleared. If not, please explain discrepancies in notes. (Audits are not required for Providers of City of Jacksonville funds of under \$100,000.) The City of Jacksonville requires Providers of funds under \$100,000 to submit the Annual Report of City of

Jacksonville Funds by November 15. (Review the audit recommendations/management letter comments with agency's finance director or executive director or obtain the agency's written response) b). The agency has responded to the issues identified in the management letter c). The most recent IRS Form 990 is available (Tax Return for Non Profits) Identify the year of the return and retain a copy for your records.

C. Human Resources Administration

- 1) **PROVIDER'S** Board of Directors has developed and periodically reviews personnel policies, which are disseminated to the staff.
- 2) **PROVIDER** has personnel policies and procedures in place to include formal job descriptions/specifications and pay schedules on file.
- 3) Staff possesses the requisite knowledge, skills and abilities to perform the duties to which assigned.
- 4) **PROVIDER** has a formal personnel performance review system that is thorough and equitable.
- 5) The **PROVIDER** represents that it will at its sole expense, require all employees, staff and/or volunteers (hereinafter collectively referred to as "PROVIDER Staff") who work with juveniles or youth (any unmarried person under the age of 18 years and who has not been emancipated by order of a court of competent jurisdiction) and vulnerable adults (elderly or physically, mentally, or emotionally disabled, including victims of crime.) to submit to a criminal history records check. This applies to all positions involving direct contact with juveniles, youth or vulnerable adults with the exception of special event volunteers. For 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. In the event that the PROVIDER Staff is not required by Florida Law to be screened, as a condition of employment, the screening standards to be used shall be the **Level 1 Screening Standards** as specified in Section 435.03, Florida Statutes. If, on the other hand, the PROVIDER Staff, or any part thereof is **required, by law to be screened**, such PROVIDER Staff shall submit to the **Level 1 or Level 2 Screening Standards, as specified in Sections 435.03 and 435.04**, Florida Statutes, depending upon which level is applicable to the PROVIDER Staff or any part thereof. The PROVIDER must advise the CITY, in writing that a background screening has been performed on the PROVIDER Staff. Such advisory report must be submitted under provisions of Section 837.06, Florida Statutes.
- 6) **PROVIDER** actively recruits and effectively utilizes volunteers to accomplish the agency's mission.

D. Legal Concerns

- 1) **PROVIDER** has adopted a written policy prohibiting discrimination on the basis of race, religion, sex, nationality, handicap, or military status in the following practices and functions:
 - a. Hiring, assignment, training, promotion and termination of staff; and
 - b. Selection of board members; and
 - c. Provision of services to clients; and
 - d. Recruitment of volunteers

- 2) **PROVIDER** is fully licensed/certified/accredited by appropriate authorities and/or accrediting bodies.
- 3) **PROVIDER** is registered/incorporated as a nonprofit organization under the laws of Florida or is a duly constituted public organization.
- 4) **PROVIDER** possesses a letter of exemption from federal taxes under Section 501(c)(3) of the Internal Revenue Service Code.
- 5) **PROVIDER** observes HIPPA requirements.
- 6) **PROVIDER** maintains an Emergency Preparedness Plan for clients, employees and volunteers.

E. Program Management

- 1) **PROVIDER'S** programs meet an identified community need that is documented and supported with current statistical data.
- 2) Programs and services are directly related to the accomplishment of the **PROVIDER'S** mission.
- 3) Both the geographical area and the target population to be served by each of the **PROVIDER'S** programs are clearly defined.
- 4) Program quality and service utilization data support expenditures.
- 5) **PROVIDER** maintains adequate (i.e., complete, current, orderly) client services records for planning, report and evaluation purposes.
- 6) Programs are monitored and periodically evaluated in terms of clearly defined objectives and measured outcomes.
- 7) Programs and services are accessible and are responsive to client needs, as documented by customer satisfaction surveys, client evaluations, or other letters of testimony to the **PROVIDER'S** quality of services provided and attesting to the reasonable accessibility of the services.
- 8) No **PROVIDER'S** program delivers training or teaching that is purely religious in nature or intent.

F. Community Relations

- 1) **PROVIDER** acknowledges its support by including City of Jacksonville names and logos on signage, letterhead and public awareness materials, as approved and appropriate.
- 2) **PROVIDER** actively seeks and maintains cooperative relationships and collaborates with other agencies when appropriate.
- 3) **PROVIDER** actively publicizes the program to neighborhoods, schools, community organizations and the media.
- 4) **PROVIDER** is encouraged to participate in **CITY** meetings and events, and mandated Public Service meetings.
- 5) The Program is maximizing resources in the community, including volunteers and in-kind resources?

G. Scope of Service

- 1) Services are provided according to date, time, and location specified.
- 2) Provider met length of service expected.

H. Clients to be Served

- 1) Services are provided to eligible clients as per the contract. (current clients)
- 2) Provider complies with eligibility criteria for new client enrollment.
- 3) Service units are provided as defined by the contract.

I. Staffing Requirements

- 1) Provider staffing levels are maintained as per contract.
- 2) Provider maintains qualified professionals, as per contract.
- 3) Provider handles staffing changes as per contract.
- 4) Program has staff development plan or objective if there are staffing issues.

J. Deliverables

- 1) Programmatic Reports have been submitted timely.
- 2) Agency records document and support information submitted on the most recent quarterly reports.

K. Performance Specifications

- 1) Provider maintains an adequate data collection system for collecting, recording and reporting performance information.
- 2) Data are from accurate sources.
- 3) Data collection is a routine part of provider work performance.
- 4) Staff responsible for data collection, recording and reporting has received training in these processes.
- 5) Data collection system for tracking objectives is appropriate/ current.
- 6) Program process objectives are on target or ahead of target.
- 7) Program's short-term outcome objectives are on target or ahead of schedule in relation to time of fiscal year.
- 8) Program's long-term outcome objectives are on target or ahead of schedule in relation to time of fiscal year.
- 9) Programmatic adjustments are being made when outcome measures are not on target.
- 10) Program makes adjustments as needed, as a result of customer satisfaction surveys.
- 11) Program involves clients and caregivers.

L. Insurance Requirements –

- 1) **See Attachment B attached hereto and incorporated herein by this reference.**
- 2) If the **PROVIDER** is not required to carry Worker's Compensation coverage as defined under Chapter 440, Florida Statutes, the above requirement may be waived. **PROVIDER** is responsible for determining applicability of Chapter 440, Florida Statutes. **PROVIDER** is responsible for worker's compensation benefits payable to an injured employee as defined by Chapter 440, Florida Statutes. Written confirmation verifying exemption will be provided on **PROVIDER's** letterhead, signed by an officer or authorized representative.

N. Purchasing

- 1) Property with a value of \$1,000 must have a useful life of one (1) year or more and must be inventoried by the **PROVIDER**. **PROVIDER** must retain property inventory

records, acquisition documents and usage records. Upon expiration of its use for an approved public purpose, the Property shall be transferred free and clear of all liens and encumbrances to the **CITY** or otherwise disposed of as may be authorized, in writing, by the **CITY**.

- 2) Agency has complied with contracted purchasing requirements.
- 3) Any approved subcontracts funded by the funder contain all the clauses and provisions required by this contract.

ATTACHMENT A INDEMNIFICATION

Provider 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.

ATTACHMENT B INSURANCE REQUIREMENTS

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

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

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

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

Automobile Liability	\$1,000,000	Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)		

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability \$1,000,000 per Claim and Aggregate
(Including Medical Malpractice when applicable)

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

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

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

Additional Insurance Provisions

- A. Additional Insured: All insurance except Worker's Compensation and Professional Liability 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 CG2026, Automobile Liability CA2048.
- B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- C. Provider's Insurance Primary. The insurance provided by the Provider 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 Provider. 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. Provider's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Provider 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 Provider shall relieve Provider of Provider's full responsibility to provide insurance as required under this Contract.

- G. Certificates of Insurance. Provider 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 Provider 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 Provider, shall provide said 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 Provider 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, Provider shall present this Contract and Attachment 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 Provider.

Attachment #2

**OFFICE OF INSPECTOR GENERAL
CITY OF JACKSONVILLE**

MEMORANDUM OF INTERVIEW

Date(s) of Interview: December 6, 2023	Case No: 2024-0010
Person interviewed: Terry Powell	OIG Investigator(s): Harry Cigliano
Others present: Richard Samples	COJ, Human Services Planner
	Title: Interview of Terry Powell

On December 6, 2023, Investigator Harry Cigliano and Deputy Inspector General for Investigations Richard Samples from the Office of Inspector General (OIG) interviewed Human Services Planner Terry Powell. This interview took place at the COJ, Mayor’s Office of Grants and Contract Compliance, 214 N. Hogan Street, Jacksonville, FL 32202. After agreeing that this interview would be voluntary and recorded, POWELL provided the following information in part and substance.

POWELL has been employed with COJ for approximately ten years. His current position is to oversee the Richard A. McKissick Memorial DAWN Program, which assists incarcerated youth in transitioning back into society with tools and skills that give them alternatives to the behaviors that led to their incarceration.

In approximately January 2022, POWELL was assigned an additional duty to oversee the COJ grants to various entities under the Cure the Violence Initiative. POWELL currently oversees the DAWN Program, but he recently transferred oversight of the public service grant to Human Resources Planner Antonio Starke.

From approximately January 2022 to March 2023, he managed the Cure the Violence grant to Bridges to the Cure LLC (BTTC). His responsibilities included organizing meetings between stakeholders, reviewing invoices from the grantee, coordinating with Cure the Violence Global, and making recommendations to the Grants Administrator. POWELL described himself as the first layer of review of the invoices submitted by the grantee. If there were any questionable expenses, POWELL would coordinate with BTTC Site Manager MILDRED JENNINGS to clarify and correct the requests for reimbursement.

After POWELL conducts his review, he passes the invoices to his supervisor, John Snyder. SNYDER then passes the invoice to the Grants Administrator for final approval and transfer to Finance for payment. The Grants Administrator when POWELL was overseeing the BTTC program was Kendra Mervin.

POWELL was also responsible for doing monthly site visits. During these visits, he would review BTTC’s compliance with the grant terms and score them on the deliverables. These scores involved the number of participants and their progression towards their stated goals. MERVIN always delegated these site visits to POWELL. He

MEMORANDUM OF INTERVIEW OF TERRY POWELL (CONTINUED)

does not know how this was handled before he took on his oversight responsibilities. BTTC was also required to have monthly events to advertise the program and support the participants. These events were also part of the overall site visit score. POWELL did not interview any of the participants in the BTTC program during site visits.

BTTC was required to have photos of the community events and post them on social media. POWELL said he believed that there were times when BTTC claimed to have a community event that did not happen. Also, there were times when the BTTC and the Northwest Jacksonville Community Development Corporation (NJCDC) held joint community events.

Paul Tutwiler is the Director of the NJCDC and BTTC. JENNINGS is also an employee of the NJCDC and the site director of BTTC. The primary contact for BTTC was JENNINGS. She was responsible for providing the information for the site visits and submitting all invoices to the COJ for reimbursement.

POWELL would review these invoices and make sure that the requests for reimbursement were allowable, allocable, and reasonable. BTTC was required to submit receipts and other documentation supporting their invoices. These expenses had to be attributable to a budget category outlined in the grant. Occasionally, BTTC requested to move funds from one budget category to another. These requests were reviewed and approved by the Grants Administrator. Once he reviewed the invoices and ensured that the expenses fit the allowable, allocable, and reasonable test, SNYDER would check his analysis. If SNYDER had any questions, he would usually place a sticky note on the invoice and ask POWELL to request clarification from JENNINGS. Once corrected or clarified, MERVIN would approve the invoice after she reviewed the request. POWELL said there have been instances when grantees have overspent on their grants and were forced to reimburse the COJ for the unfunded expenses.

Towards the end of 2020, BTTC submitted an invoice that included a bonus of \$10,000.00 for TUTWILER and \$10,500.00 for JENNINGS. POWELL said MERVIN and SNYDER rejected these amounts and wanted to know why none of the other employees were receiving bonuses. JENNINGS tried to justify the bonuses by explaining that the executive team was doing a great job, and the rest of the staff was not performing "up to snuff."

After consulting with MERVIN and SNYDER, it was decided that BTTC was allowed to give bonuses to their staff, but they had to be reasonable and shared equitably. POWELL believed each employee received approximately a \$2,000.00 bonus from grant funds. Bonuses are not precluded under the grant agreement, but \$10,000.00 did not meet the reasonable test.

POWELL said the bonuses were allocated under the compensation category. Employee salaries and compensation to the executive team were also categorized as compensation. The salaries to TUTWILER and JENNINGS were paid as an invoice from the NJCDC. These invoices were listed as Management Fees from the NJCDC to

MEMORANDUM OF INTERVIEW OF TERRY POWELL (CONTINUED)

B TTC. POWELL does not know why the compensation to TUTWILER and JENNINGS was paid this way, and this practice was in place before he took over the grant. POWELL did have conversations with MERVIN and SNYDER about this management fee, but he could not remember the reasons for this arrangement.

B TTC was in an office within a business owned by NJCDC, and as a result, rent was paid from grant funds to the NJCDC each month. POWELL said there was some overlap in the space used by B TTC and NJCDC.

Also paid from grant funds were mileage reimbursements each month for travel attributable to program activities. However, reimbursements were only paid to TUTWILER and JENNINGS. POWELL said JENNINGS implied that she was claiming the mileage and reimbursing the employees for their expenses, but he did not believe this was true.

During his tenure over the grant, POWELL was notified that a female B TTC employee filed a sexual harassment complaint against a male supervisory employee. He did not handle any issues related to this complaint, and all those communications were forwarded to MERVIN. He heard that this complaint was resolved because the employee who filed the complaint was fired. He thought that firing this employee was questionable.

The same employee who filed the complaint also received grant funds to assist her in paying her rent. POWELL said this was allowable because the employees are participants first, and the program was designed to support them too. B TTC did not conceal this rental payment, and POWELL approved this expense.

Eventually, MERVIN decided to terminate the grant with B TTC. MERVIN used her authority as Grants Manager to "Terminate for Convenience," a clause in the grant agreement. POWELL said MERVIN had grown tired of B TTC's continued issues with their monthly invoices. There were numerous instances where grant staff had to decline reimbursements or ask for clarifications for expenses. It appeared to become a situation where B TTC tried to exhaust the grant funds with whatever expenses they could attribute to the budget categories and push the envelope to see what would be approved. The final straw for MERVIN was the request for the exorbitant bonuses to TUTWILER and JENNINGS.

As part of the termination procedure, POWELL requested that B TTC provide all their documents related to the grant, including employee personnel files and participant folders. TUTWILER, surprised by the grant's termination, initially refused to turn over the requested documents but eventually relented. POWELL agreed to allow access to all the records recovered from B TTC.

Attachment #3

**OFFICE OF INSPECTOR GENERAL
CITY OF JACKSONVILLE**

MEMORANDUM OF INTERVIEW

Case No: 2023-10-003	OIG Investigator(s): Harry Cigliano
Person interviewed: John Snyder	Interview Location: 214 Hogan St., Jacksonville, FL
Title: Bridges to the Cure	Date of Interview: June 17, 2024

On June 17th, 2024, Investigator Harry Cigliano interviewed John Snyder, Human Services Planner for the City of Jacksonville (COJ), Division of Grants and Contract Compliance (DGCC), formerly the Office of Grants and Contract Compliance (OGCC). SNYDER was interviewed regarding a COJ grant awarded to Bridges to the Cure LLC. SNYDER agreed to have the interview recorded and provided the following, in part and substance.

SNYDER has been a COJ employee for approximately 28 years. He started as a mental health counselor and has been assigned to the OGCC for 22 years. He currently reports to Maribel Hernandez, the Acting Chief Grants Administrator. The former Chief Grants Administrator, Audrey Gibson, left her position the week before this interview.

In approximately May 2019, the City Council and Mayor awarded significant grants to address the violence occurring in several parts of the city. The COJ partnered with a contractor named Cure the Violence Global, which had a program designed to use members of the community to interrupt and suppress violence. The grant for the Moncrief neighborhood was awarded to Bridges to the Cure LLC, an affiliate of the North West Community Development Corporation (NWCDC). OGCC terminated the grant in January 2023.

The grant was awarded under Chapter 118 of the Jacksonville Code of Ordinances. This chapter does not require that a grantee be an approved non-profit entity. If this grant had been a Public Service Grant, they would have been required to be a non-profit. Snyder was aware that the NWCDC was prohibited from receiving grant funds when they were being considered for the funds because they had failed to submit a timely audit. Snyder said this is typical of grantees and something they deal with regularly. All grantees must submit their standard Form 990, "Return of Organization Exempt from Income Tax," and a schedule of expenses with the Council Auditors Office.

Even if the NWCDC was on the non-compliance list and prohibited from receiving COJ grant funds, the Cure the Violence Grant would have gone through because it was not technically going to the NWCDC. The official grantee was Bridges to the Cure LLC.

Before the grant was awarded, the COJ advertised a Request for Proposal (RFP). SNYDER was not involved in evaluating the proposals that were received. Eventually, the City Council wanted the funding moved to Chapter 126, which falls under the procurement code and has a different set of guidelines relating to audits, expenditures, and expenses.

The City Council eventually made the grant selections and tasked the OGCC with oversight. However, the OGCC had limited oversight because the City Council decided to make these performance grants. If the grantees met specific metrics or goals each month, they would get an agreed-upon amount of grant funds but would not have to justify their expenses to get reimbursed.

SNYDER clarified that he was not part of the initial oversight of the grant. This responsibility fell to Grants Administrator Damian Cook, a former employee. As Bridges to the Cure was on a performance grant, there was no immediate need to verify their expenses as long as they met their goals. These goals, which SNYDER believed included outreach, community events, and participant numbers, were initially monitored by Cure the Violence Global. While COJ does not typically issue performance grants, there have been instances where they have been used for specific programs.

Performance grants are difficult to monitor because a grantee cannot earn profit from grant funds. SNYDER reviewed a financial report from Bridges to the Cure in which they were given \$65,000.00 in grant funds but only reported approximately \$44,000.00 in expenses. He was not aware of the difference between the payment and the expenses, and he said he would have contacted the Chief Financial Officer for an accounting of the additional funds. Even though they received funding above their expenses, they are restricted in how they use the money and should only use it for grant expenses.

At some point in 2020, the monitoring of the grant was transferred to the OGCC. Simultaneously, the City Council altered the terms of the grant to a direct reimbursement grant. SNYDER noted that the City Council did not communicate this change to the OGCC, leading to a period when the OGCC did not verify Bridges to the Cure's expenses before providing them with funding.

SNYDER learned at some time that Bridges to the Cure applied for a Payroll Protection Plan (PPP) Loan. He does not know what was reported to become eligible for that loan because it was a federal program. He could say that during the grant period, there was never a disruption to the funding granted to Bridges to the Cure from the COJ. Also, he believed that Bridges to the Cure was formed for the specific purpose of administering the Cure the Violence Program and was solely funded by grant funds.

Sometime in 2021, Kendra Mervin became the Grants Administrator. SNYDER said there were times when he filled in as the Grants Administrator and would sometimes review the financial reports of Bridges to the Cure. Still, he only served in an advisory capacity and had no authority to approve invoices. Aside from the Grants Administrator, a Human Services Planner is usually in charge of reviewing the invoices. This person usually serves as the technical representative to the Grants Administrator. This grant had at least two Grants Administrators and probably four separate Human Services Planners assigned.

The last Human Services Planner was Terry Powell. SNYDER could not explain the gaps in the financial reports provided by POWELL. Specifically, September 2020 to December 2020 were

missing from the COJ records. He agreed to search for those records and provide them after the interview.

SNYDER did not remember why, in March 2021, the demands for documentation from Bridges to the Cure became more detailed. However, he remembered that a meeting had been held between OGCC personnel, Paul TUTWEILER and Mildred Jennings. TUTWEILER and JENNINGS were the managers of the Bridges to the Cure and are both employees of the NWCDC.

At the beginning of the grant, he and Damien Cook met with TUTWEILER and JENNINGS and explained to them that they had to have separate accounting systems for the grant funds and could not commingle funds from the NWCDC. He also advised them not to double-dip income from two separate programs because that would be a violation of federal regulations. It took them about five months to set up the separate account and get the reports straightened out.

Soon after, he discovered that the NWCDC was billing Bridges to the Cure for TUTWEILER and JENNINGS as a management fee. He believed that this was a partial salary. He felt this was unusual, but it happens on other grants. He did not have an opinion on the over \$3,000.00 a month that the NWCDC was charging the Bridges to the Cure for rent at a property they owned. He also did not know what the \$400.00 a month administrative or the \$4,000.00 periodic bookkeeping fee was for. He was unaware of the \$18,000.00 roofing fee that was charged to the grant or why \$29,000.00 in grant funds went to the Villages of Northport LLC, a company owned by TUTWEILER.

SNYDER was informed that according to the records provided, approximately \$838,000.00 in grant funds were paid to the NWCDC from Bridges to the Cure for management fees, rent, bookkeeping, and administration fees. He said it was his opinion that it seemed like a lot of money. Additionally, the expense reports provided by Bridges to the Cure do not reconcile with the expenditures listed on the general ledger provided by TUTWEILER. SNYDER said this is typical with grantees.

SNYDER was asked if it was typical for large amounts of cash to flow between NWCDC and Bridges to the Cure. He said they typically do not allow cash transactions because they need to account for everything. However, there could be an instance where they would need to use cash to interrupt violence by getting a person out of a situation. It would have to be used for an allowable expense, but it is possible that they would need cash.

While Kendra Mervin was the Grants Administrator, Bridges to the Cure requested reimbursements for bonuses to TUTWEILER and JENNINGS. SNYDER said that bonuses are usually calculated at approximately 1% or 2% of the employee's salary, but the request was for \$15,000.00 and \$10,000.00 to TUTWEILER and JENNINGS, respectively. There was a lot of discussion in the office about this request, and Bridges to the Cure was eventually told they could not pay these exorbitant bonuses. To award bonuses, they had to be reasonable and spread out equitably amongst all employees. Soon after, MERVIN terminated the grant for convenience. SNYDER said the bonuses were the last straw for MERVIN. The rent, management fees, and

various administration fees just added up to the point where MERVIN decided to terminate their agreement.

At the conclusion of the grant, Bridges to the Cure was responsible for turning over all of the equipment they purchased with grant funds, which cost more than \$1,000.00. They were also required to turn over all of their participant files. Although surrendering the equipment is a requirement, it rarely happens with grantees. Usually, because the COJ does not have a mechanism to repurpose the property, it winds up sitting in an office somewhere. He remembered that it was an issue between the OGCC and Bridges to the Cure related to closeout. The OGCC eventually received some material and equipment from Bridges to the Cure, but he was not part of the inventory of these items.

He was not surprised that they only turned over approximately 26 participant files. A proprietary system administered by Cure the Violence Global stored most of their participant files. SNYDER believed that Cure the Violence Global would provide that information if requested. SNAYDER said, overall, Bridges to the Cure's statistical accomplishments were "pretty decent." The Grants Administrator would also have access to the database and would be able to verify the interventions that Bridges to the Cure claimed.

The former Grants Administrator, MERVIN, left the COJ and works for Cure the Violence Global.

Attachment #4



ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

City Hall at St. James
117 W. Duval St.
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

February 22, 2023

VIA CERTIFIED MAIL AND EMAIL

Paul Tutwiler
CEO
Bridges to the Cure, LLC
3416 Moncrief Road, Suite 200
Jacksonville, FL 32209

RE: Termination of FY 2022-2023 Cure Violence Services Contract (“Contract”) between City of Jacksonville (“City”) and Bridges to the Cure, LLC, a Florida limited liability company (“Bridges”)

Dear Mr. Tutwiler,

In accordance with Paragraph 11(d) of the Contract City hereby provides written notice that it has terminated the Contract with Bridges effective as of 5:00 pm on February 22, 2023. In connection with City’s exercise of its termination rights, Bridges shall perform all obligations set forth in Paragraph 11(c)(i)-(iv) of the Contract. Thank you for your and Bridges’ service to the citizens of Jacksonville over the past years and best wishes to your organization in its future endeavors.

Very Truly Yours,

Kendra Mervin
City of Jacksonville Grants Administrator

Attachment #5

Bridges to the Cure Statistical Accomplishments Provided by Cure the Violence Global

Month	Hours spent working Target Area (all staff)	Number of interactions (engagements) with Community Members	Number of interactions (engagements) with Key Individuals in community	Public Education Materials Distributed	Count of Daily Logs for all staff	New Participants on the caseload	Number of Community Activities	Number of Mediations	Number of Responses (community event after a shooting)	Number of Medication Follow-Ups	Number of Case Notes (engagements with outreach)
Jun-19	752	2163	1777	2490	160	7	10	1	3	0	2
Jul-19	323.5	741	163	332	66	4	2	3	0	2	8
Aug-19	407	1351	205	237	63	4	1	13	2	9	10
Sep-19	244	377	36	125	42	0	2	7	0	13	17
Oct-19	251	978	156	750	42	3	2	6	6	5	7
Nov-19	553	1705	371	148	87	3	1	18	3	16	6
Dec-19	605	1835	323	1401	106	5	1	8	2	11	33
Jan-20	838	2650	461	2475	137	11	1	1	5	1	75
Feb-20	776	2309	449	2193	126	8	1	0	2	0	177
Mar-20	709	2917	523	2114	132	0	1	2	3	2	123
Apr-20	139	162	66	43	134	1	0	0	4	0	112
May-20	335.5	520	150	674	136	0	0	1	1	1	95
Jun-20	795	2659	384	2935	120	1	0	6	5	4	83
Jul-20	740.5	2963	171	3180	136	3	1	0	3	2	110
Aug-20	441.5	2009	102	2022	124	0	2	7	6	2	104
Sep-20	209.5	1328	113	1660	107	36	2	6	5	4	212
Oct-20	384	1734	218	2503	158	5	1	10	0	8	300
Nov-20	257	943	121	1521	117	0	0	7	0	3	129
Dec-20	250	829	113	1443	126	1	0	14	0	8	129
Jan-21	277	961	98	1738	127	0	2	11	2	3	106
Feb-21	215.5	869	566	1207	122	0	0	14	2	2	80
Mar-21	189	966	181	1181	71	0	0	10	0	2	48
Apr-21	390	1409	206	2128	181	0	0	10	0	0	86
May-21	240	1079	143	1980	135	0	0	6	3	3	25
Jun-21	215	795	115	1647	116	0	0	10	0	3	0
Jul-21	198	898	112	1276	117	0	0	5	0	0	0
Aug-21	222	1133	154	1492	97	0	0	2	0	0	0
Sep-21	91	621	82	762	61	0	0	1	0	0	0
Oct-21	46	395	51	1144	48	13	0	4	0	0	0
Nov-21	170	516	101	625	72	14	1	7	1	0	29
Dec-21	147	544	215	672	95	0	1	6	0	0	19
Jan-22	136	322	117	371	71	5	2	3	0	0	17
Feb-22	71	57	53	126	38	3	1	4	0	0	3
Mar-22	118	208	72	590	82	0	2	5	1	0	10
Apr-22	327	189	125	960	130	11	2	6	1	1	41
May-22	277	105	81	910	94	8	2	5	0	0	20
Jun-22	317	569	201	2478	108	5	3	14	1	4	21
Jul-22	217	624	359	1001	91	2	2	7	0	0	28
Aug-22	246	647	374	1250	72	1	1	8	1	0	23
Sep-22	78	300	79	308	24	1	1	1	1	1	1
Oct-22	111	685	136	705	37	2	3	3	1	1	7
Nov-22	93	452	77	360	38	1	2	5	1	3	1
Dec-22	67	475	60	345	31	0	3	9	2	2	0
Jan-23	64.5	249	46	271	24	0	1	4	3	1	0
Feb-23	30.5	178	28	146	11	0	0	0	0	0	0
Mar-23	0	0	0	0	0	2	0	0	0	0	0
Apr-23	97	552	152	1451	73	15	0	9	0	8	16
May-23	80	614	158	1456	63	9	0	5	0	14	22
	13,713	46,965	10,034	58,036	4,349	186	57	284	63	141	2,348

Attachment #6

Bridges to the Cure Equipment Log

Bridges to the Cure Equipment Log

	A	B	C	D	E
1	Date of Purchase	Description Of Item	Cost	Quantity	Location
2	1/9/2020	HP Laptop	\$520.00		Return to COJ
3	5/3/2021	Lenovo Laptop	\$1,139.46		Return to COJ
4	6/29/2021	Samsung 65 ' Television	\$900.83		On -Site
5	6/29/2021	TV Connecting Mount	\$214.99		On- Site
6	9/10/2021	Brother Printer	\$399.99		On -Site
7	9/10/2021	HP Dell Insp. 14 inch Laptop	\$1,049.99		Return to COJ
8	9/12/2021	Presonas Audio Box 96 Audio Interface	\$539.99		On- Site
9	9/12/2021	Mizerak Dynasty Ballard 65 Pool Table	\$489.99		30 E. 27th Street
10	9/12/2021	Triumph Fire'n'Ice 54' Air Hockey Table	\$239.99		30 E. 27th Street
11	9/12/2021	Pop-A- Shot Basketball Game	\$299.99		30 E. 27th Street
12	9/12/2021	Goplus Foldable Ping Pong Table	\$169.99		30 E. 27th Street
13	9/12/2021	Croquet Set	\$38.69		On -Site
14	9/13/2021	Refrigerator	\$1,349.00		
15	9/13/2021	UprightnFreezer	\$719.00		On -Site
16	9/14/2021	Door Sign Personalized (2)	\$74.41	2	On- Site
17	9/19/2021	Home Office Ergonomic Desk Chair (12)	\$643.44	12	On -Site
18	9/19/2021	12 Conference Chairs	\$643.44	12	On -Site
19	9/19/2021	Folding Chairs	\$349.72	14	On -Site
20	9/19/2021	HP Office Jet 8025E Printer	\$189.99		On -Site
21	9/20/2021	77' Interactive Whiteboard	\$1,558.75		On -Site
22	3/1/2022	Dell XPS - Core I-7 Laptop	\$1,625.00		Return to COJ
23	3/31/2022	Décor Wall Art Canvas Poster	\$16.99		30 E. 27th Street
24	3/31/2022	Xiyunte on Air Neon Sign	\$45.98		30 E. 27th Street
25	3/31/2022	Motivational Words Stickers	\$6.99		30 E. 27th Street
26	3/31/2022	Daybetter 100ft. Led Light	\$26.99		30 E. 27th Street
27	3/31/2022	96 Pack Allxinlog Absorb Foam Panel Wedge	\$73.99		30 E. 27th Street
28	3/31/2022	Motvation Canvass Wall Décor	\$29.99		30 E. 27th Street
29	3/31/2022	Pyradecor Canvas Wall Art	\$45.99		30 E. 27th Street
30	4/6/2022	Bissell Perfect Sweep	\$41.19		On -Site
31	4/6/2022	Megaphone	\$64.99		On -Site
32	4/6/2022	Handheld Metal Detector	\$21.89		On -Site
33	4/6/2022	Midland Two-Way Radio	\$239.96	2	On -Site

Bridges to the Cure Equipment Log

	A	B	C	D	E
34	5/27/2022	Garment Rack	\$87.93		On -Site
35	9/2/2022	Oriental Rug	\$327.76	2	30 E. 27th Street
36	9/15/2022	Folding Tables	\$384.93	7	On -Site
37	9/15/2022	Folding Tables	\$179.96	4	On -Site
38	9/15/2022	Folding Chairs	\$283.54	12	On -Site
39	9/16/2022	Tents	\$161.22		On -Site
40	9/16/2022	Flat Top Grill	\$199.98		On -Site
41	9/23/2022	Night Owl Expandable 12" Channel Wired Bluetooth DVR	\$536.43		On -Site
42	10/1/2022	Popcorn Machine	\$199.99		On -Site
43	10/1/2022	Studio Bluetooth Mixer	\$119.99		On -Site
44	10/1/2022	Mopnopy Board Game	\$16.34		On -Site
45	10/1/2022	Checkers Board Game	\$8.96		On -Site
46	10/15.22	I Phone 14 Cellphones	3,585.01		Return to COJ
47					
48					
49					
50					

Attachment #7

Bridges to the Cure

Expenditures by Vendor Summary

April 1, 2019 - February 6, 2024

	TOTAL
Academy Sports	179.96
Ace Printing	7,042.40
ADP	650,688.87
Aflac	21,924.75
Amazon	8,219.61
An Olde Time Hardware	6.00
Andre Mitchell	1,800.00
Angela Spears Communication	6,850.00
ANGELA Tompkins	256.00
Bags n Bulk	3,304.80
Bakers Sporting	866.70
BB&T	2,906.28
Best Buy	3,419.18
Blue Diner	30.08
Bono's	66.02
Boost Mobile	128.34
Bounce Around Jax Party Rentals Inc.	146.18
Bridges to the Cure	1,405.00
Budget Rent A Car	287.22
Building Blocks of America	3,780.56
CDEC Team	1,094.00
Celestine Mills	654.99
Chris's Sign Shop Inc	370.00
Cisroe Lucas	50.00
Clarence Goodman	1,172.14
Clarence Robinson	840.00
Community 1st Credit Union	3,067.25
Cracker Barrel	50.20
Creative Printing Place, Inc.	849.70
Cypherworkx	1,380.00
Darrell Bonnett	424.65
Davante Jones	100.00
Dave Jones	65.00
DC's Home Repair Services	0.00
Delta	3,527.60
Demetrius Carswell	1,188.00
Derek Simmons	375.00
Derrell Bonnett	3,105.00
Derrick Simmons	1,685.00
Dicks Sporting Goods	13.97
Dinsmore Meats	179.97
Dollar Tree	144.50
Domino's	122.15
Dr Martin	125.00
Dunkin Donuts	21.52

Bridges to the Cure

Expenditures by Vendor Summary

April 1, 2019 - February 6, 2024

	TOTAL
Elite Parking	18.00
Ernest Wooten	4,600.00
Essential Bookkeeping Solutions	11,289.07
Ethio Discount Food	71.99
Families of Slain Children, Inc	500.00
Family Dollar	75.26
Famous Sandwich	21.05
Foley & Lardner LLP	565.00
Fridays	37.63
Garrison Harris	3,898.61
Gary Ervin	5,909.69
Go Daddy	139.22
Golden Corral	151.81
Grady Stroy	340.00
Greater New Hope	250.00
Habijax	40.96
Hardees	25.93
Harland Clarke	598.28
Harvey's	481.26
Heron Walk Apartments	500.00
High Standard Roofing, Inc.	18,000.00
High Tech Commerical Cleaning	200.00
Holley BBQ	130.64
Home Depot	4,001.21
Jackeya Davis	4,316.66
Jacksonville FI Law	176.00
James Simpo	350.00
Jax Color	37.45
JEA	4,000.00
Jerei Williams	550.00
Joseph's Pizza	109.53
Joyce Guerra	1,500.00
K&W AV ABC School	18.18
Keith Bennett	3,605.98
Khallah Dunlap	213.00
Krispy Kreme	16.98
Lady Boutique	225.00
Latresha Denmark Dowdell	1,500.00
Lindon Williams	100.00
Little Caesars	27.84
Louis Bryant	1,200.00
Loves Country	32.80
LRM Claims	-48.34
Mae Williams	810.00
Mainstreet Wholesale	26.72

Bridges to the Cure

Expenditures by Vendor Summary

April 1, 2019 - February 6, 2024

	TOTAL
Marcus McAllister	1,000.00
Maurice Martinez	150.00
McAfee	74.99
McClendon's Portable Toilet Inc.	200.00
Men Closet	599.80
Men's Warehouse	513.59
Mezo Communications LLC	1,440.00
Microsoft Support	165.00
Mildred Jennings	36,018.10
MLK 2020	100.00
MLXL Productions, Inc.	1,116.44
MyFloridaCounty	1,145.75
New Orleans	2.00
Nicole Lewis	2,700.00
Northwest Jacksonville CDC	838,452.95
Office Max	3,264.77
Ortega Village	929.26
Panera Bread	12.38
Papa Johns	90.04
Paul Tutwiler	24,824.86
Paypal	345.71
Phillip Pinckney	50.00
Popeyes	51.34
Printing Bey	43.00
Publix	561.25
Quiznos	34.48
Raceway	12.01
Reintegration Solutions Inc. of Jacksonville	748.46
Restaurant Depot	37.69
Rhonda Lowe	1,575.00
Richard Hermitt	1,000.00
Riteway Lawn Maintenance	150.00
Ron Adams	3,350.00
Ronald Brice	1,346.15
Ronald Jenkins	100.00
Ross	28.99
Ruby Tuesdays	117.10
Rudy LaRosa	200.00
Sade Jones	3,370.99
Sam's Club	3,143.03
Samuel Miller	100.00
Sheraton	8,112.00
Simonds-Johnson Park Community	200.00
Simply Air	1,250.00
Soul Train	468.56

Bridges to the Cure
Expenditures by Vendor Summary
April 1, 2019 - February 6, 2024

	TOTAL
Steve Wells Art & Design	250.00
SurePayroll	664.93
T-Mobile	16,059.06
Terrance Brisbane	213.00
The Finley Apartments	1,965.84
Tiki Graphics	5,831.08
TKG Services/Kaneshia Gentry	2,100.00
Toriano Lawson	2,883.13
Treavon Ervin	85.00
United Healthcare	156,750.30
Urban Mining	1,382.24
USPS	498.80
Veterans Elite Services	1,000.00
Villages of North Point, LLC	29,000.00
Walgreens	464.42
WalMart	2,348.43
We Make the Shirt	481.00
Williamson-Dickie	102.68
Willie Cook	2,900.00
WinnDixe	23.91
Zellner Insurance	12,180.93
Not Specified	431,616.57
TOTAL	\$2,412,524.01

Attachment #8

BRIDGES TO THE CURE LLC
3416 MONCRIEF RD STE 200 BS. 904-598-9196
JACKSONVILLE, FL 32209-4340

BB&T
BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.com
63-9138/2631

1409

09/30/2022

PAY TO THE
ORDER OF

Mildred Jennings

\$ **10,500.00

Ten thousand five hundred and 00/100*****

DOLLARS (

Mildred Jennings

MEMO

Bonus



AUTHORIZED SIGNATURE

10/06/2022
114 - NORTHSIDE BRANCH
1913
263079276
*****9903

Mildred Jennings

Attachment #9

1412

BRIDGES TO THE CURE LLC
3416 MONCRIEF RD STE 200 BS. 904-588-9196
JACKSONVILLE, FL 32209-4340

BB&T
BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.com
63-9138/2831

09/30/2022

PAY TO THE ORDER OF Paul Tutwiler

\$ **10,000.00

Ten thousand and 00/100

DOLLARS

Paul Tutwiler

MEMO



[Handwritten Signature]
AUTHORIZED SIGNATURE



20221004 003000517338 00106925002

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Attachment #10

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2021

Department of the Treasury
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

A For the 2021 calendar year, or tax year beginning 10/01/2021 and ending 09/30/2022	
B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization NORTHWEST JACKSONVILLE COMMUNITY DEVELOPMENT COF Doing business as
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite 3416 MONCCRIEF ROAD
	City or town, state or province, country, and ZIP or foreign postal code JACKSONVILLE, FL 32209
	F Name and address of principal officer: PAUL TUTWILER 3416 MONCRIEF ROAD, JACKSONVILLE, FL 32209
D Employer identification number 31-1809770	
E Telephone number 904-598-9196	
G Gross receipts \$ 3,077,059	
H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions.	
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527	
J Website: ▶ NWJCDC.ORG	
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶	
L Year of formation: 2001	M State of legal domicile: FL

Part I Summary				
Activities & Governance	1 Briefly describe the organization's mission or most significant activities: <u>PROVIDE AFFORDABLE HOUSING.</u>			
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	3 Number of voting members of the governing body (Part VI, line 1a)	3	3	
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	3	
	5 Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5	6	
	6 Total number of volunteers (estimate if necessary)	6	0	
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0	
	b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0	
	Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year 1,177,104	Current Year 3,077,059
		9 Program service revenue (Part VIII, line 2g)	431,450	0
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)		4,201	0	
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		317,561	0	
12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)		1,930,316	3,077,059	
Expenses		13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)	0	0
		14 Benefits paid to or for members (Part IX, column (A), line 4)	0	0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	945,978	1,120,193	
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0	0	
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 40,674			
17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	884,599	2,121,084		
18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	1,830,577	3,241,277		
19 Revenue less expenses. Subtract line 18 from line 12	99,739	-164,218		
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 9,692,775	End of Year 9,094,599	
	21 Total liabilities (Part X, line 26)	6,252,044	5,718,086	
	22 Net assets or fund balances. Subtract line 21 from line 20	3,440,731	3,376,513	

Part II Signature Block	
Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.	
Sign Here	Signature of officer PAUL TUTWILER, EXECUTIVE DIRECTOR Type or print name and title
	Date
Paid Preparer Use Only	Print/Type preparer's name Stephanie Hartnett
	Preparer's signature
	Date
	Check <input type="checkbox"/> if self-employed PTIN P01601153
	Firm's name ▶ Stephanie L Hartnett CPA PA Firm's EIN ▶ 59-3314116
	Firm's address ▶ 14595 Crystal View Lane, Jacksonville, FL 32250 Phone no. 904-305-9806
May the IRS discuss this return with the preparer shown above? See instructions <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Part IV Checklist of Required Schedules

		Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	✓	
2	Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? See instructions	✓	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		✓
4	Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		✓
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? <i>If "Yes," complete Schedule C, Part III</i>		✓
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		✓
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		✓
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		✓
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		✓
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>		✓
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	✓	
b	Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		✓
c	Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		✓
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		✓
e	Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>		✓
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>		✓
12a	Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	✓	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		✓
13	Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		✓
14a	Did the organization maintain an office, employees, or agents outside of the United States?		✓
b	Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		✓
15	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		✓
16	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		✓
17	Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I. See instructions</i>		✓
18	Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		✓
19	Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		✓
20a	Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		✓
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21	Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		✓

Part V Statements Regarding Other IRS Filings and Tax Compliance <i>(continued)</i>		Yes	No		
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	6		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note: If the sum of lines 1a and 2a is greater than 250, you may be required to <i>e-file</i> . See instructions.	2b		✓	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a			✓
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b			
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a			✓
b	If "Yes," enter the name of the foreign country ▶ _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a			✓
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b			✓
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c			
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a			✓
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b			
7	Organizations that may receive deductible contributions under section 170(c).				
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a			✓
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b			
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c			✓
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e			✓
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f			✓
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g			
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h			
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8			
9	Sponsoring organizations maintaining donor advised funds.				
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a			
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b			
10	Section 501(c)(7) organizations. Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	Section 501(c)(12) organizations. Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a			
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	Section 501(c)(29) qualified nonprofit health insurance issuers.				
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a			✓
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b			
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.	15			✓
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16			✓
17	Section 501(c)(21) organizations. Did the trust, any disqualified person, or mine operator engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17			

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
MALACHI BEYAH ----- PRESIDENT	2.00 ----- 0.00	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0
TERRANCE BRISBANE ----- VICE PRESIDENT	2.00 ----- 0.00	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0
DARRYL WILLIAMS ----- MEMBER	1.00 ----- 0.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0
-----	-----	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
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Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants, and Other Similar Amounts	1a	Federated campaigns	1a 0				
	b	Membership dues	1b 0				
	c	Fundraising events	1c 0				
	d	Related organizations	1d 0				
	e	Government grants (contributions)	1e 1,224,003				
	f	All other contributions, gifts, grants, and similar amounts not included above	1f 1,853,056				
	g	Noncash contributions included in lines 1a-1f	1g \$ 0				
	h	Total. Add lines 1a-1f ▶		3,077,059			
	Program Service Revenue			Business Code			
2a		-----					
b		-----					
c		-----					
d		-----					
e		-----					
f		All other program service revenue					
g	Total. Add lines 2a-2f ▶		0				
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts) ▶		0	0	0	
	4	Income from investment of tax-exempt bond proceeds ▶		0	0	0	
	5	Royalties ▶		0	0	0	
	6a	Gross rents	(i) Real	0	0		
			(ii) Personal	0	0		
				0	0		
	b	Less: rental expenses	6b	0	0		
	c	Rental income or (loss)	6c	0	0		
	d	Net rental income or (loss) ▶		0	0	0	
	7a	Gross amount from sales of assets other than inventory	(i) Securities				
			(ii) Other				
	b	Less: cost or other basis and sales expenses	7b				
	c	Gain or (loss)	7c	0	0		
	d	Net gain or (loss) ▶					
8a	Gross income from fundraising events (not including \$ 0 of contributions reported on line 1c). See Part IV, line 18	8a					
b	Less: direct expenses	8b					
c	Net income or (loss) from fundraising events ▶						
9a	Gross income from gaming activities. See Part IV, line 19	9a					
b	Less: direct expenses	9b					
c	Net income or (loss) from gaming activities ▶						
10a	Gross sales of inventory, less returns and allowances	10a					
b	Less: cost of goods sold	10b					
c	Net income or (loss) from sales of inventory ▶						
Miscellaneous Revenue			Business Code				
	11a	-----					
	b	-----					
	c	-----					
	d	All other revenue		0	0	0	
e	Total. Add lines 11a-11d ▶		0				
12	Total revenue. See instructions ▶		3,077,059	0	0	0	

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	261,663	1	338,087
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	300,134
	4 Accounts receivable, net	92,054	4	
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net	322,180	7	
	8 Inventories for sale or use		8	3,195,015
	9 Prepaid expenses and deferred charges	3,846	9	19,007
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 7,826,650		
	b Less: accumulated depreciation	10b 2,584,294	4,888,232	10c 5,242,356
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		4,124,800	15
16 Total assets. Add lines 1 through 15 (must equal line 33)		9,692,775	16	9,094,599
Liabilities	17 Accounts payable and accrued expenses	101,600	17	9,504
	18 Grants payable		18	
	19 Deferred revenue		19	47,034
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties	5,974,434	23	5,661,548
	24 Unsecured notes and loans payable to unrelated third parties		24	
25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17–24). Complete Part X of Schedule D		176,010	25	
26 Total liabilities. Add lines 17 through 25		6,252,044	26	5,718,086
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	3,440,731	27	3,376,513
	28 Net assets with donor restrictions	0	28	0
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
32 Total net assets or fund balances		3,440,731	32	3,376,513
33 Total liabilities and net assets/fund balances		9,692,775	33	9,094,599

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2021

Open to Public Inspection

Name of the organization: **NORTHWEST JACKSONVILLE COMMUNITY DEVELOPMENT CORPORATION NORTHWEST JACKSONVILLE**
Employer identification number: **31-1809770**

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations: _____
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

Section C. Computation of Public Support Percentage

15 Public support percentage for 2021 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2020 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2021 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2020 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests—2021. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization . . .

b 33 1/3% support tests—2020. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization . . .

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions . . .

Part IV Supporting Organizations *(continued)*

- 11** Has the organization accepted a gift or contribution from any of the following persons?
- a** A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?
 - b** A family member of a person described on line 11a above?
 - c** A 35% controlled entity of a person described on line 11a or 11b above? *If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.*

	Yes	No
11a		
11b		
11c		

Section B. Type I Supporting Organizations

- 1** Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? *If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*
- 2** Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*

	Yes	No
1		
2		

Section C. Type II Supporting Organizations

- 1** Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*

	Yes	No
1		

Section D. All Type III Supporting Organizations

- 1** Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?
- 2** Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).*
- 3** By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.*

	Yes	No
1		
2		
3		

Section E. Type III Functionally Integrated Supporting Organizations

- 1** Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).
 - a** The organization satisfied the Activities Test. Complete line 2 below.
 - b** The organization is the parent of each of its supported organizations. Complete line 3 below.
 - c** The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).
- 2** Activities Test. Answer lines 2a and 2b below.

- a** Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*
- b** Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*
- 3** Parent of Supported Organizations. Answer lines 3a and 3b below.
 - a** Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *If "Yes" or "No," provide details in Part VI.*
 - b** Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in Part VI the role played by the organization in this regard.*

	Yes	No
2a		
2b		
3a		
3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations *(continued)*

Section D—Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required— <i>provide details in Part VI</i>)	5
6	Other distributions (<i>describe in Part VI</i>). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (<i>provide details in Part VI</i>). See instructions.	8
9	Distributable amount for 2021 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E—Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2021	(iii) Distributable Amount for 2021
1 Distributable amount for 2021 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2021 (reasonable cause required— <i>explain in Part VI</i>). See instructions.			
3 Excess distributions carryover, if any, to 2021			
a From 2016			
b From 2017			
c From 2018			
d From 2019			
e From 2020			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2021 distributable amount			
i Carryover from 2016 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2021 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2021 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2021, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
6 Remaining underdistributions for 2021. Subtract lines 3h and 4b from line 1. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
7 Excess distributions carryover to 2022. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2017 . . .			
b Excess from 2018 . . .			
c Excess from 2019 . . .			
d Excess from 2020 . . .			
e Excess from 2021 . . .			

SCHEDULE D (Form 990)

Supplemental Financial Statements

OMB No. 1545-0047

2021

Open to Public Inspection

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.

Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

Department of the Treasury Internal Revenue Service

Name of the organization: NORTHWEST JACKSONVILLE COMMUNITY DEVELOPMENT CORPORATION NORTHWEST JACKSON
Employer identification number: 31-1809770

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include: 1 Total number at end of year, 2 Aggregate value of contributions to (during year), 3 Aggregate value of grants from (during year), 4 Aggregate value at end of year, 5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?, 6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

- 1 Purpose(s) of conservation easements held by the organization (check all that apply).
2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.
3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year
4 Number of states where property subject to conservation easement is located
5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?
6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year
7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year
8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?
9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

- 1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.
b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:
2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

Part VII Investments—Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other _____		
(A) _____		
(B) _____		
(C) _____		
(D) _____		
(E) _____		
(F) _____		
(G) _____		
(H) _____		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.) . ▶		

Part VIII Investments—Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) _____		
(2) _____		
(3) _____		
(4) _____		
(5) _____		
(6) _____		
(7) _____		
(8) _____		
(9) _____		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.) . ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) _____	
(2) _____	
(3) _____	
(4) _____	
(5) _____	
(6) _____	
(7) _____	
(8) _____	
(9) _____	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) _____	
(3) _____	
(4) _____	
(5) _____	
(6) _____	
(7) _____	
(8) _____	
(9) _____	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII .

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2021

**Open to Public
Inspection**

Name of the organization

NORTHWEST JACKSONVILLE COMMUNITY DEVELOPMENT CORPORATION NORTHWEST JACKSONVIL

Employer identification number

31-1809770

Form 990, Part VI, Section B, Line 11b - The Organization provides a copy of the Form 990 to all board members

Form 990, Part VI, Section B, Line 12a - The Organization has a written conflict of interest policy

Form 990, Part VI, Section B, Line 15 - The board of directors reviews and approves the Executive Directors and upper managements salaries on an annual basis

Form 990, Part VI, Section C, Line 19 - The Organization provides any interested party a copy of the Form 990 upon request

Form 990, Part XI, Line 9 - Error in functional expense statement