

## AMENDED AND RESTATED AGREEMENT

This Amended and Restated Agreement (“Agreement”) is hereby made and entered into on the date of last signature (“Effective Date”), by and between The Research Foundation of the City University of New York on behalf of the National Network for Safe Communities at John Jay College (“NNSC” or “Contractor”), located at 230 W. 41st Street, 7th Floor, New York, NY 10036 and City of Orlando (“Sponsor”), located at 1250 W South Street, Orlando, FL 32805, each individually referred to herein as a “Party” and collectively as the “Parties.” In consideration of the faithful performance of the terms, covenants, and conditions and the mutual obligations as set forth herein, the Sponsor and Contractor agree as follows:

1. **Term.** The Agreement shall be for a period of **thirty-three (33) months** beginning on December 16, 2021 and ending September 16, 2024 (“Term”).
2. **Scope of Services.** The services (“Services”) provided during the term of this Agreement and covered by this Agreement are set forth in Exhibit A, which is attached hereto and incorporated herein by reference.
3. **Compensation Terms.**
  - a. This is a performance-based contract for \$385,000.00 (“Fees”) for the completion of the Services in accord with the terms and conditions of the Agreement.
  - b. All references to “\$” or “dollars” mean the lawful currency of the United States of America (“USD”) and all amounts payable under this Agreement shall be paid in USD.
  - c. The Contractor promises to submit invoice(s) in accordance with the payment schedule attached hereto as Schedule A (“Fee Schedule”) and incorporated herein by reference. The Sponsor’s delivered payment terms are payment within thirty (30) days except where the law provides otherwise. It is understood and agreed that Sponsor promises not to withhold any amount for payment of taxes from the compensation of the Contractor.
4. **Independent Contractor.** In connection with the Contractor’s operations and activities hereunder, Contractor is an Independent Contractor and this Agreement does not create an agency, partnership, or formal business relationship of any kind between Sponsor and Contractor or Sponsor and Contractor’s employees. All Contractor personnel providing services under this Agreement shall be deemed employees of Contractor and shall not for any purposes be considered employees or agents of the Sponsor. Contractor assumes full responsibility for the actions and supervision of such personnel while performing services under this Subcontract. Sponsor assumes no liability for Contractor personnel. Contractor, as an independent company contractor to Sponsor, promises to be responsible for all taxes, fees, license, or other legal or governmental requirements for the Services and its employees performing services under this Agreement unless otherwise noted in Schedule A.
5. **Supervision of the Work.** Contractor promises to supervise and direct the Services described in Exhibit A, using Contractor’s best skill and attention. Contractor promises to be solely responsible for all methods, techniques, sequences, and procedures, and shall coordinate all portions of the Services provided hereunder. Sponsor promises to deal only through Contractor, who shall be responsible for the proper execution of the Services.

A subcontractor (“Subcontractor”) is a person or organization that has a direct contract with Contractor to perform any of the Services. Nothing contained in this Agreement or any other document associated with the performance of the Services shall create any contractual relation between any Subcontractor and the Sponsor. Contractor promises to be responsible to Sponsor for the acts and omissions of Contractor’s employees, Subcontractors, and their agents and employees, and any other persons performing any of the Services under a contract with Contractor. Contractor promises to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Services performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by the Sponsor. Contractor may not use a Subcontractor to perform any part of the Services or any of its responsibilities without the Sponsor’s prior written consent.

6. **Access to Data and Terms Governing Sponsor Data.** Contractor requires access to certain criminal justice information from the Sponsor to implement this Agreement. Sponsor promises to secure access to and share such information with Contractor. Contractor shall be CJI compliant in order to view any protected Criminal Justice Information. All information provided by Sponsor to the Contractor will be subject to the conditions of this Agreement.

(a) **Ownership of Sponsor Data**

All data created, collected, received, stored, used, maintained, or disseminated under this Agreement shall be and remain under the ownership and use of the Sponsor.

(b) **Sponsor Access to Hosted Sponsor Data**

Contractor shall provide the data center facilities, server infrastructure, storage, archiving, connectivity and other resources and services necessary to provide access and use of the corresponding Sponsor data stored, processed or otherwise utilized in such environment (collectively “Hosted Sponsor Data”) to the Sponsor (collectively the “Hosting Services”). Contractor shall ensure that Sponsor has access to Hosted Sponsor Data at all times, including for the purpose of copying or removing such data. Upon termination or expiration of any services for any reason, Contractor shall (a) upon Sponsor’s request, deliver to Sponsor (in a format and by a method reasonably acceptable to Sponsor) all Hosted Sponsor Data in Contractor’s possession, and (b) unless otherwise directed by Sponsor, permanently delete all such Hosted Sponsor Data (and all copies of them, including from all systems).

(c) **Data Protection.** In order to protect Hosted Sponsor Data, Contractor shall perform the following:

- (1) implement and maintain all reasonable and appropriate technical, physical, administrative and organizational measures and controls to protect against accidental destruction or loss of, or damage to, Hosted Sponsor Data, and will otherwise maintain the confidentiality, security and integrity of such Hosted Sponsor Data;
- (2) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures, and regularly test or otherwise monitor the effectiveness of the safeguards’ key controls, systems, and procedures;
- (3) designate an employee or employees to coordinate implementation and maintenance of its security measures; and
- (4) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Hosted Sponsor Data that could result in the loss, unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks.

(d) If Contractor becomes aware of (A) any breach (or circumstances where Contractor has a founded reason to believe that a breach has occurred) of security relating to Hosted Sponsor Data in the possession or control of Contractor or its subcontractors, (B) any accidental or unauthorized access, unlawful processing, accidental destruction or loss of, or damage to, any Hosted Sponsor Data; (C) any unlawful or unauthorized disclosure of any Hosted Sponsor Data to it or Contractor Personnel; (D) any request for disclosure or inquiry regarding Hosted Sponsor Data from a third party; (E) any material adverse changes made to its security measures governing Hosted Sponsor Data; or (F) any change in applicable law that is likely to have a substantial adverse effect on Supplier's ability to comply with this Section 6; then:

- (1) Contractor will alert Sponsor of the same as expeditiously as reasonably possible and without undue delay; provided, however, that in each case, the timing of Contractor's notification shall (1) not exceed an industry standard timeframe for notification; (2) reasonably afford Sponsor enough time to meet its obligations under applicable law(s) (including notice or disclosures to third parties); and
- (2) take such actions as may be necessary to preserve forensic evidence and return the services to standard operability.

(e) If Contractor learns or has reason to believe there has been any unauthorized access to or acquisition of Hosted Sponsor Data, and if applicable law requires that Contractor notify the individuals whose information was accessed or disclosed, Contractor shall not, except to the extent prohibited by mandatory applicable privacy and data protection laws, notify any individual whose information was accessed or disclosed until Contractor first consults with Sponsor and Sponsor has had an opportunity to review the notification Contractor proposes to issue to individuals and given its express consent to the same.

(f) Contractor shall promptly notify, cooperate and assist (with appropriate technical and organizational measures) Sponsor, fully and in a timely manner, to enable Sponsor to assess and respond to any requests of individuals wishing to exercise their rights under applicable privacy and data protection laws with respect to the Hosted Sponsor Data.

7. **Confidential Information**

- a. Contractor acknowledges it may receive or have access to data that is confidential and proprietary to Sponsor. "Confidential Information" shall be defined as data or information which is provided to Contractor in connection with this Agreement in writing and marked "proprietary" or "confidential" at the time of disclosure, or information which is transmitted to Contractor in connection with this Agreement orally, provided that Sponsor promptly reduces such information to a writing delivered to Contractor and marked "proprietary" or "confidential". Notwithstanding the foregoing, all raw data provided by Sponsor to Contractor and all information that is either individually-identifiable or could be used to identify an individual shall be deemed to be "Confidential Information" regardless of the circumstances of disclosure. Contractor promises that unless expressly authorized in writing by Sponsor, Contractor promises to use such information and property only for performance of this Agreement and shall not disclose, copy, distribute, or otherwise disseminate the Confidential Information to any third parties except to the Contractor's employees, associates, and Subcontractors who require such information to perform the Services specified in this Agreement. The Contractor promises to protect the Confidential Information using the same degree of care it uses to protect its own Confidential Information using no less than a reasonable degree of care.

- b. Notwithstanding paragraph a. above, Confidential Information shall not include aggregate results, data or extrapolations (“Research Findings”), provided that no raw data, information that is individually-identifiable or information that could lead to identifying an individual provided by Sponsor is included in such Research Findings.
- c. However, such obligation will not apply to information that Contractor can demonstrate by its written records was: (a) previously known to Contractor; (b) acquired by Contractor from a third party having the right to disclose such information; (c) known to the public through no fault of Contractor; or (d) is required by law, judicial order, or subpoena to be disclosed by Contractor. Contractor promises to maintain data protection processes and systems sufficient to protect Sponsor provided information and property. Contractor promises to promptly report to Sponsor any discovered unauthorized access to or use of information.
- d. The foregoing obligations with respect to Confidential Information will survive the expiration or termination of this Agreement for a period of three (3) years or such longer period as required by law, regulation, or court order.

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

9. **Delays.**

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

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

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

To Sponsor:  
City of Orlando  
Attn: Stephanie Herdocia  
City Clerk  
400 S Orange Avenue  
Orlando, FL 32801  
(407) 246-2251  
cityclerk@orlando.gov

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

11. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles. The Parties specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of Orange and State of Florida with respect to all matters concerning this Agreement and its enforcement. The Parties agree that the execution and performance of this Agreement must have a Florida situs and, accordingly, and each Party consents to personal jurisdiction in the State of Florida for all purposes and proceedings arising from this Agreement.

12. **Dispute Resolution.** If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions between the Parties, the Parties agree that, to the extent it does not abridge either party's insurance coverage, any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, the Parties will proceed to mediation. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. The Parties promise not to institute any action or proceeding against the other Party in any court with respect to any dispute which is or could be the subject of a claim or proceeding pursuant to this Section. The sole exception shall be the right of either Party to seek injunctive relief from a court of competent jurisdiction in the case of misuse, misappropriation, or threatened misuse of intellectual property or proprietary information. Nothing in this section prevents Contractor or Sponsor from exercising any rights to terminate this Agreement in accordance with Sections 13 and 14 herein.

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

14. **Termination for Cause.**

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

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

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

17. **Amendment.** The Parties may amend, supersede, cancel, renew, or extended this Agreement only by a written instrument signed by each of the Parties hereto.

18. **Non-Discrimination.** Contractor promises to comply with all federal, state, and local non-discrimination laws and regulations. Contractor promises not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Contractor further promises to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.

19. **Drug Free Workforce.** Contractor certifies that it will provide a drug-free workplace and promises to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.

20. **Compliance with Laws.** The Sponsor has entered into this Agreement with Contractor relying on its knowledge and expertise to provide the Services contracted for. As part of that reliance, Contractor represents that knowledge and understanding of the relevant and applicable federal and state laws that apply to the Services provided through this contract, and promises to comply with these relevant and applicable federal and state laws.

21. **Compliance with Florida Public Records laws.** To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR SHALL CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS C/O DEPUTY CITY CLERK (RECORDS@CITYOFORLANDO.NET; TELEPHONE NUMBER (407) 246-3538; 400 S. ORANGE AVE., ORLANDO, FL 32801).**

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

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

SPONSOR: CITY OF ORLANDO

Signature:

Printed Name: Eric Smith

Title: Chief of Police

Date: \_\_\_\_\_

CONTRACTOR: RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK  
Signature:

Printed Name: Jeffrey Slonim  
Title: Chief Counsel & Secretary of the Board  
Date: \_\_\_\_\_



## EXHIBIT A: Scope of Services

An experienced team of National Network for Safe Communities (NNSC) staff will work directly with local stakeholders in Orlando, FL to implement the Group Violence Intervention (GVI). This will include the following deliverables:

- **Quantitative and qualitative analysis of street violence dynamics:** NNSC staff will support a comprehensive problem analysis of violence in Orlando. This includes group network assessment, violent incident review, and crime analysis. The group network assessment aims to document through social network analysis all known relationships among violent groups/gangs in Orlando. The violent incident review includes an analysis of recent killings and nonfatal assaults specifically to uncover what is driving the violence and the role of groups, crews and gangs, as well as individuals, in the violence. NNSC staff will tailor this problem analysis exercise to reflect the existing data gathering mechanisms in place in Orlando and take advantage of existing expertise around group dynamics.
- **GVI-University:** NNSC will hold a one-day Group Violence Intervention University workshop to educate key Orlando partners—including law enforcement, social service providers, and community leaders—on the core components of the GVI strategy. It will include a seminar-style discussion with key executive stakeholders from Orlando (e.g. multiagency law enforcement leadership, community leadership, and committed social service providers). Orlando partners and stakeholders will come away from the Group Violence Intervention University workshop with a full understanding of the GVI strategy, as well as concrete, actionable steps to implement the strategy in Orlando.
- **Regular Strategic Advising:** National Network staff, under the direction of David Kennedy, will work directly with Orlando officials and community leaders through distance strategic advising to introduce the violence reduction strategy, assemble an effective working group, and design and implement the strategy. This will include the following tasks:
  - Conducting regular calls with the project manager and local operational partners to establish and guide the core elements of the strategy on the ground in near-real time\*;
    - Review of violent incidents since dedicated call
      - Determining GMI incidents
      - Discussion of novel or pressing public safety concerns and planning preventative actions within the GVI framework
    - Discussion of key operational activities underway
      - Planned/executed custom notifications
        - Participants, logistical success in completing custom notification, substantive debrief, key next steps
      - Planning for group-based enforcement
        - Scanning for first group-involved homicide; rolling assessment of most violent group in the community
        - Planning/preparing/executive group-based enforcement action
        - Planning/executing messaging back to the community
      - Delivering support and outreach to highest-risk population

- Caseload update, discussion of new/pressing needs, debrief of recent contacts
- Engaging community's moral voice
  - Planning communication around group-based enforcement activities and/or outreach efforts
  - Debrief of regular engagement with moral voice partners, planning of next steps

*\*note that this is a sample agenda; weekly agenda will necessarily shift to reflect NNSC's focus on supporting the site in building each component of the strategy and executing on the framework consistently on a week to week basis*

- Assisting with performance management and infrastructure (e.g. providing guidance and feedback on processes established to launch and sustain the work);
  - Supporting local partners in addressing particular violence dynamics;
  - Encouraging enhancements to the standard model;
  - Pursuing reconciliation measures;
  - Assisting with media relations, local policy implications and other areas; and
  - Providing administrative and logistical support including correspondence, record keeping, travel arrangements, meeting logistics, communications.
- **Intensive Strategic Advising:** National Network staff will conduct periodic intensive strategic advising to Orlando on key operational activities related to GVI implementation. This may include:
    - Observing and providing feedback on key activities including violent incident reviews, group audits, call-in rehearsals, and call-ins proper
    - Conducting workshops on key elements of GVI such as custom notifications, strategic law enforcement activities, and effective support and outreach
    - Providing train-the-trainer support to local practitioners on different elements of GVI as Orlando moves to embed a firm understanding of the strategy across the partnership
  - **Peer exchange/workshop/subject matter experts:** NNSC staff will facilitate limited “lateral” specialist exchanges between Orlando and other National Network sites, focused on design and launch, to support this effort. This has proven invaluable in spreading best practices and local innovations from city to city.
  - **Access to National Network working sessions:** NNSC periodically convenes functional teams from across sites with experienced peers and specialist advisors to focus on the three core elements in the strategy: strategic law enforcement, mobilizing community moral voices, and specially tailoring social services for those at highest risk of violence. NNSC staff will provide access to these working sessions to Orlando personnel.
  - **Participation in a one-hour weekly virtual workshops for support and outreach partners:** Topics vary weekly but are driven by participants from NNSC partners nationwide and collaborative problem solving across agencies, innovations, and effective implementation strategies.

- **Participation in two-hour monthly virtual workshops for law enforcement agencies:** Topics vary monthly but are directly related to law enforcement operations in implementing NNSC's focused deterrence strategies. Topic examples include, but are not limited to: Creating better deliverables out of shooting reviews, how to best collaborate with other LE agencies, community listening sessions, legitimacy, and planning for swift, certain, and fair sanctioning. NNSC staff will provide access to these virtual workshop to Orlando personnel.

**SCHEDULE A: Fee Schedule**

- Sponsor agrees to provide quarterly payments to Contractor for a total of \$385,000.00 for the completion of the Services.
- Contractor promises to submit invoice(s) in accordance with the following invoicing schedule:

No.	Date	Amount	Note
1	See Note	\$100,000.00	Submitted 30 days from effective date
2	12/1/2022	\$100,000.00	
3	3/1/2023	\$42,500.00	
4	6/1/2023	\$42,500.00	
5	9/1/2023	\$25,000.00	
6	12/1/2023	\$25,000.00	
7	3/1/2024	\$25,000.00	
8	6/1/2024	\$25,000.00	Final invoice

- Contractor shall directly invoice the Client for the above fees in accordance with the fee schedule. Payment shall be due in full within 30 days of the date of invoice.
- Contractor’s invoices shall be emailed to: \_\_\_\_\_
- Sponsor’s payments shall be made via ACH:

Account Holder Information

Research Foundation of the City University of New York  
230 W. 41st Street, 7th Floor  
New York, NY 10036

Bank Designee

Jarnee M. Bramlette  
(212) 417-8587  
Jarnee\_Bramlette@rfcuny.org

Bank Information

JPMorgan Chase  
277 Park Ave., Fl. 23  
New York, NY 10172  
Account No.: 610-470027 ABA  
Routing No.: 021-000021 SWIFT  
Code: CHASUS33