SUBJECT: Preteen/Teen Success: Afterschool and Summer Programs

BID #: ESC-0212-20 **OPEN DATE: 8/28/19**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – October 1, 2019 through September 30, 2020, with two (2) one (1) year renewal options

AGENCY: Kids Hope Alliance

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 22 **NUMBER RECEIVED:** 20 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to extend the award by six (6) months with the providers listed in the attached Exhibit 1, and to increase the award by $466,068.00. Period of service is from date of executed contract through July 31, 2023. The revised total expenditure not to exceed $6,117,162.00.

Funding Source: 10901.181001.582001.000000.00001824.00000.0000000 - To be executed by formal contract amendment through the Office of General Counsel

Attachments: Recommendation Memo, Vendor Letter and Previous Awards

ANALYST: OLIVE WALLACE-COHEN **RESPECTFULLY SUBMITTED** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Michael Weinstein, Chief Executive Officer, Kids Hope Alliance

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

MEMORANDUM

KIDS HOPE ALLIANCE

TO: Dustin Freeman, Chief of Procurement

FROM: Michael Weinstein, Chief Executive Officer
Kids Hope Alliance (KHA)

CC: Saralyn Grass, Chief Administrative Officer,
Kids Hope Alliance (KHA)

Kenneth Darity, Chief Programs Officer,
Kids Hope Alliance (KHA)

SUBJECT: Request for a six-month extension for ESC-0212-20, Pre-Teen/Teen Success: Afterschool and Summer Programs

DATE: December 20,2022

Kids Hope Alliance, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("KHA") respectfully requests the following:

1) Request a six-month extension for ESC-0212-20, Pre-Teen and Teen Programs, with contractors outlined in Exhibit 1 to increase the award by $466,068.00. Period of Service is from date of executed contract through July 31, 2023. The revised total expenditure not to exceed $6,117,162.00.

Upon approval of this request, contract amendments will be executed by the City of Jacksonville Office of General Counsel.

KHA anticipates funding as follows:

ID	Account Name	Fund	Center	Account	Project	Activity	Interfund	Future
58	ESP - Preteen and Teen Programs	10901	181001	582001	000000	00001824	00000	0000000

Total Funding **$466,068.00**

Attachments: Exhibit 1: Pre-Teen/Teen Funding Landscape
Request(s) for Renewal & Scope(s) of Services

If you desire additional information, please contact Tyrica Young at 904-255-4423 or e-mail, tyricay@coj.net.

Cc: Benjamin Kemp, Buyer
Jessica Pitts, Director Finance
Joyce Watson, Director, Administration, Contracts, and Purchasing
Tyrica Young, Director, Research & Grant

Exhibit 1

Essential Services Category: Pre-Teen/Teen ESC-0212-20				
Contract #	**Agency**	**Site Name**	**Amount**	**ADA**
7810-32 (3)	Fresh Ministries Inc.	Fresh Futures Youth Program	$ 56,100.00	60
		125 total workshops/events/outings		
		Fresh Ministries, 1131 N. Laura St., Jacksonville 32206		
10734 (3)	The Performer's Academy, Inc	The Performers Academy	$ 63,296.00	150
		The Performers Academy, 3674 Beach Blvd., Jacksonville 32207		
601881-20 (3)	Cathedral Arts Project, Inc	Cathedral Arts Program		68
		CAP Youth Orchestra, 207 N. Laura St., Suite 300, Jacksonville 32202	$ 31,181.00	
		Springfield Middle School, 2034 Hubbard St., Jacksonville 32206	$ 12,592.00	
		LaVilla School of the Arts, 501 N. Davis St., Jacksonville 332202	$ 10,741.00	
			$ 54,514.00	
601882-20 (3)	Groundwork Jacksonville, Inc	Green Team Youth Corp	$ 47,676.00	38
		Various community nonprofits/locations		
10327-05 (3)	U-Turns, Inc. dba Teen Leaders of America, Inc.	U-Turns, Inc.	$ 189,968.00	275
		Florida State College at Jacksonville		
		ESC-0212-20 Total:	**$ 466,068.00**	

Letter of Intent
Agency Award Information: FY22-23

ESC	Contract #	Agency
Pre-Teen/Teen	601881-20	Cathedral Arts Project, Inc.

The above-mentioned contract has been renewed for the FY 22-23 year with the terms below.

FY22-23 Contract Term:

Funding for FY22-23: $54,514.00

A Request for Renewal was generated by Kids Hope Alliance and completed by the contractor. The application was then reviewed, negotiated (if necessary) and approved by KHA. The following individual was listed as the contact person for contract correspondence.

Agency Contact
Name: Lyndie Lindow
Title: Vice President of Finance and Administration
E-mail: lyndle@capkids.org
Phone: 904-660-5237

The RFR included information about the program's outcomes along with proposed changes, additions, or general improvements to be made in 22/23, based on experiences in 21/22. This information is included in the attached form and serves as documentation or scope changes, if applicable.

Approved by: Chardae Chaney
Date:

FY 22-23 Scope of Services – 12/9/22	
ESC	**Agency**

FY22-23 Contract Year:

Funding for FY22-23: $54,514.00

Number of Children/Youth Served During 21/22: 85

Number of Proposed Children/Youth 22/23: 85

Description of Services:
Programs include: • Face to face afterschool visual arts classes at Springfield Middle school on Tuesdays & Thursdays from 3:30-4:30 p.m. • Face to Face afterschool media arts class at LaVilla School of the Arts on Tuesdays from 3:30-5:30 p.m. • Face to Face CAP String Orchestra, an ensemble comprised of current and former CAP string students that meets twice-monthly from 9 a.m.-12 p.m. on Saturdays at the St. John's Cathedral. • Four Douglas Anderson School of the Arts string students in grades 11 and 12 are selected from the DASOTA string program to learn pedagogy principles. They are paired with a CAP string after school class to serve as classroom assistants and work with our younger strings players. • A three-week Summer Intensive camp for strings students, to be held in June and July 2023.

Impact of Services:
CAP has been able to provide safe in-person classes for over 80 students. The orchestra has created several videos, to be shared with our community. Students had the opportunity to learn new software and media arts in CAP's LaVilla SOTA afterschool class. In the Springfield Middle visual arts program, students will experience a diverse array of materials to create art projects, students will have the opportunity to create a community mural at their school.

Outcomes Achieved FY21-22:
For the 21-22 school year, CAPSO reached their enrollment capacity.

CAPSO was able to send 1 student violinist to perform at Carnegie Hall.

The LaVilla Media Arts program reached and maintained enrollment capacity for the year.

Proposed Outcomes FY22-23:

The Contractor must submit client performance measure data, in the SAMIS Performance Measure (PM) Module, within the time frames specified by KHA. The Contractor shall also report any barriers experienced in performance measure achievement, as required. The report should also include any noteworthy activities that have occurred during the term of this Agreement, as requested.

DESIRED RESULT:

Results based accountability utilizes data to improve performance outcome measures to achieve the desired customer result. When applied, performance measurement answers the following key questions:

Key Question	Performance	Council Goal	Evaluation Tool	Admin Schedule

How Much Did We Do?	% Of contracted participants actually served	95%	SAMIS Data	Analyzed on Semi-Annual Schedule
	% Of funded allocation utilized	95%	SAMIS Data	Analyzed on Semi-Annual Schedule
How Well Did We Do It?	Program Services Monitoring	Meets Expectations	Monitoring and Site Visits	Annually
	Data Integrity	95%	SAMIS Analysis of Outcomes Report	Analyzed on Semi-Annual Schedule
Is Anybody Better Off?	Families will report program satisfaction	90%	Surveys	End of year report
	Students will attend 80% of classes offered	80%	Quarterly Report	Quarterly Report
	Students demonstrate growth in art skills	90%	Pre/Post Assessments	End of year Report

Obstacles Faced in 21/22 and How They Were Addressed:

James Weldon Johnson site closure due to a teacher loss, resulted in the program being changes to Beaches Boys and Girls Club. This change did not result in consistent enrollment and was later dissolved in the summer due to attendance issues

Based on Experience in 21/22, Changes, Additions, or General Improvements to Be Made in 22/23:

CAP intends to move to a new middle school site and create a new program that will result in full enrollment capacity and attendance.

City of Jacksonville, Florida
Request for Budget Transfer Form

(8)
7-11-22

Kids Hope Alliance
Department or Area Responsible for Contract / Compliance / Oversight

All - Years Subfund
Council District(s)

Reversion of Funds (if applicable): N/A
Fund / Center / Account / Project * / Activity / Interfund / Future

2021-22/ 2022-23
Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): N/A

CIP (yes or no): No

Justification for Waiver
N/A

Justification for / Description of Transfer:
To request the legislation necessary for the City Council to authorize KHA to recoup the $3,038,585 recaptured from year-end processing of FY21. Funding will be directed to the essential service categories, Early Learning, Burial Assistance, Juvenile Justice, Out of School Time, Pre-Teen/Teen, and Special Needs for FY21/22 with the ability for the funds to rollover to FY22/23. A portion of recaptured dollars will go to direct fund the second six months of fourteen contracts that are currently operating and will otherwise end on 1/31/23, allowing them to continue existing services for the remainder of the school year.

Net Amount Appropriated and/or Transferred: $3,038,585.00

* This element of the account string is titled project but it houses both projects and grants.

CITY COUNCIL

Requesting Council Member: _____ CM's District: _____
Requesting Council Member: _____ CM's District: _____
Prepared By: _____ Ordinance: _____

OFFICE OF THE MAYOR

[X] BUDGET ORDINANCE [ ] TRANSFER DIRECTIVE

TD / BT Number: BT 22-100

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head	6/30/22	6/30/22		
Mayor's Office				
Accounting Division	7/6/22	7/6/22		
Budget Division	6/30/22	7-31-22		

Date of Action By Mayor: JUN 1 1 2022

Approved: Lenny Curry

Division Chief: Michael Weinstein, CEO

Prepared By: Jessica Pitts, Director of Finance

Date Initiated: 6/27/22

Phone Number: 255-4538

Initiated / Requested By (if other than Department): _____

APPROVED BY
N. YORK'S BUDGET
FINANCE COMMITTEE
DATE JUN 1 1 2022

Revised Exhibit 1
Rev B.T. 22-100
August 15, 2022 - NCSPHS
Page 1 of 2

Budget Transfer Line Item Detail

* This element of the account string is titled project but it houses both projects and grants

TRANSFER FROM: (Revenue line items in this area are being appropriated and expense line items are being de-appropriated.)

Total $6,077,170.00

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Amount	Accounting Codes						
					Fund	Center	Account	Project *	Activity	Interfund	Future
Rev	General Operating Fund	Subfund Level Activity	Transfer from Fund Balance	$3,038,585.00	00111	191009	389010	000000	00000526	00000	0000000
Rev	Kids Hope Alliance Fund	Transfer from General Fund Operating	Interfund-Transfer In	$3,038,585.00	10901	191040	381910	000000	00000000	00111	0000000

TRANSFER TO: (Revenue line items in this area are being de-appropriated and expense line items are being appropriated.)

Total $6,077,170.00

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Subobject Title	Amount	Accounting Codes						
					Fund	Center	Account	Project *	Activity	Interfund	Future
Exp	General Fund Operating	Transfer to KHA Operating	Interfund-Transfer Out	$3,038,585.00	00111	191040	591910	000000	00000000	10901	0000000
Exp	Kids Hope Alliance Fund	ESP- Out of School Time	Subsidies and Contributions to Private Orgs	$1,018,585.00	10901	181001	582001	000000	00000455	00000	0000000
Exp	Kids Hope Alliance Fund	ESP Juvenile Justice	Subsidies and Contributions to Private Orgs	$700,000.00	10901	181001	582001	000000	00000457	00000	0000000
Exp	Kids Hope Alliance Fund	ESP- Early Learning	Subsidies and Contributions to Private Orgs	$300,000.00	10901	181001	582001	000000	00000458	00000	0000000
Exp	Kids Hope Alliance Fund	ESP- Special Needs	Subsidies and Contributions to Private Orgs.	$300,000.00	10901	181001	582001	000000	00000459	00000	0000000
Exp	Kids Hope Alliance Fund	Grief Counseling/Burial Costs	Subsidies and Contributions to Private Orgs	$20,000.00	10901	181001	582001	000000	00000536	00000	0000000
Exp	Kids Hope Alliance Fund	ESP-Pre-Teen/Teen	Subsidies and Contributions to Private Orgs	$700,000.00	10901	181007	582001	000000	00000000	00000	0000000

Kids Hope Alliance
Comprehensive Budget-Schedule M
Fiscal Year 2021-2022

	Total Amount
Early Learning	**$ 3,358,329**
Juvenile Justice Prevention & Intervention:	**$ 3,115,614**
KHA Programming & Services	$ 2,963,574
Grant Match: Criminal Justice Reinvestment Grant	$ 85,000
Grant Match: Anti-Gang & Crime Prevention Grant	$ 67,040
Out-of-School Time:	**$ 15,761,970**
KHA Programming & Services	$ 15,511,970
Grant Match: After School Food Program Grant	$ 50,000
Grant Match: Summer Lunch Food Program Grant	$ 200,000
Preteen and Teen:	**$ 2,971,789**
Preteens and Teen Programming & Services	$ 2,681,789
Florida State College of Jacksonville-Teen Violence Prevention Academy	$ 290,000
Special Needs:	**$ 6,548,107**
KHA Programming & Services	$ 5,532,607
Grant Match: Healthy Families Jacksonville	$ 940,500
Grant Match: SAMHSA Grant	$ 75,000
Total Essential Service Program Funding	***$ 31,755,809***
Grief and Burial	**$ 62,732**
Overall Total	***$ 31,818,541***

Essential Service Category	Agency	Maximum Amount
Juvenile Justice	Big Brothers and Big Sisters of Northeast Florida, Inc.	$ 35,063
	City Year, Inc	$168,300
	Daniel Memorial, Inc.	$ 93,954
	Fresh Ministries, Inc.	$104,346
	Girl Scouts of Gateway Council	$ 44,985
	Jewish Family and Community Services, Inc.	$ 84,150
	St. Paul's Missionary Baptist Church, Inc.	$100,980
	Twin Oaks Juvenile Development, Inc.	$ 61,394
Pre-Teen/ Teen	Cathedral Arts Project, Inc	$ 59,965
	Fresh Ministries, Inc.	$ 61,710
	Groundwork Jacksonville, Inc.	$ 52,444
	Teen Leaders of America, Inc	$208,965
	The Performers Academy	$ 69,626
Special Needs	I.M. Sulzbacher, Inc.	$ 62,920

Kids Hope Alliance
Comprehensive Budget-Schedule M
Fiscal Year 2021-2022

ESTIMATED REVENUE FROM GRANTS	Grant Period	Positions & PT Hours	Federal	State	Private Sources	Total External Funds	COJ Funds (Local Match)	Total Funds
State of FL Dept. of Health - USDA Child and Adult Care Food Program - After School Food Program	10/01/21 09/30/22	3 FT Staff / 1,040 PT Hrs	$1,500,000	$0	$0	$1,500,000	$50,000	$1,550,000
State of FL Dept. of Agriculture & Consumer Services - USDA Summer Food Service Program	04/01/22 08/31/22	22,000 PT Hrs	$1,000,000	$0	$0	$1,000,000	$200,000	$1,200,000
Healthy Families - The Ounce of Prevention FL	07/01/22 06/30/23	2 FT Staff	$410,200	$684,300	$0	$1,094,500	$940,500	$2,035,000
Criminal Justice Reinvestment Grant	07/01/22 6/30/23	1 FT Staff	$0	$400,000	$0	$400,000	$85,000	$485,000
Department of Health & Human Services - SAMHSA	09/29/21 09/28/22	1 FT Staff	$1,000,000	$0	$0	$1,000,000	$75,000	$1,075,000
Department of Health & Human Services - SAMHSA	09/29/22 09/28/23	1 FT Staff	$1,000,000	$0	$0	$1,000,000	$75,000	$1,075,000
Department of Justice-Comprehensive Anti-Gang Program for Youth	10/01/21 09/30/22	1 FT Staff	$162,865	$0	$0	$162,865	$67,040	$229,905
Department of Health & Human Services - SAMHSA RECAST21 Program	9/30/22 09/29/23	N/A	$1,000,000	$0	$0	$1,000,000	$0	$1,000,000
Florida Department of Education- COJ Northwest Jacksonville Stem Center for Teens	7/1/2021 6/30/2022	N/A	$0	$1,000,000	$0	$1,000,000	$0	$1,000,000
TOTAL ESTIMATED GRANT REVENUE			$6,073,065	$2,084,300	$0	$8,157,365	$1,492,540	$9,649,905

Essential Service Plans:	Total Funding
Early Learning Programs	$3,358,329
Juvenile Justice Prevention/Intervention Programs	$3,115,614
Out of School Time Programs	$15,761,970
Preteen and Teen Programs	$2,971,789
Special Needs Programs	$6,548,107
Grief Counseling & Burial Costs	$62,732
Subtotal	$31,818,541
Across All Essential Service Plans:	
Kids Hope Alliance Trust Fund	$200,000
	$32,018,541
KHA - Operating & Program Support Funds	$6,347,577
Total City Funding:	$38,366,118
Grant Funding from Above:	$8,157,365
Total Funding Including Grants:	$46,523,483

THIRD AMENDMENT TO
CHILDREN'S SERVICES CONTRACT

10327-05
AMD #3

FOR
Pre-Teen/Teen Success: Afterschool and Summer Programs

THIS THIRD AMENDMENT TO CHILDREN'S SERVICES CONTRACT (this "***Amendment***") is effective as of the 1st day of August, 2022 (the "***Effective Date***") by and between **KIDS HOPE ALLIANCE**, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("***KHA***"), and **U-TURNS, INC., DBA TEEN LEADERS OF AMERICA, INC.**, a Georgia not-for-profit corporation (the "***Contractor***").

RECITALS

WHEREAS, KHA and Contractor are parties to that certain Children's Services Contract for Pre-Teen/Teen Success: Afterschool and Summer Programs dated as of October 1, 2019, as amended by that certain First Amendment dated October 1, 2020, as amended by that certain Second Amendment dated August 1, 2021 (City Contract #10327-05, BID #ESC-0212-20) (the "***Contract***"); and

WHEREAS, effective May 27, 2022, the City of Jacksonville's Competitive Sealed Proposal Evaluation Committee and Mayor approved the extension of the Contract for the period August 1, 2022 through January 31, 2023 and an increase to the maximum indebtedness under the Contract by $189,968.00.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, the parties hereto agree as follows:

1. Recitals. The Recitals set forth above are true and correct and incorporated in this Amendment by this reference.

2. Capitalized Terms. Unless otherwise defined in this Amendment, all capitalized terms shall have the meanings given to them in the Contract.

3. Amendment to Revised Exhibit A. Revised Exhibit A (Site Locations) to the Contract is deleted in its entirety and replaced with **Exhibit A**, attached to this Amendment.

4. Amendment to Revised Exhibit B. Revised Exhibit B (Site Budget) to the Contract is deleted in its entirety and replaced with **Exhibit B**, Budget and Budget Narrative, attached to this Amendment.

5. Amendment to Section 2 of the Contract. Section 2 of the Contract is deleted in its entirety and replaced with the following:

2. Compensation. The Contractor shall provide the Services in accordance with the Budget and Budget Narrative attached to this Contract as **Exhibit B** (the "***Budget and Budget Narrative***"). KHA shall pay the Contractor for services on a cost reimbursement basis as shown in the Site Budget. Contractor acknowledges and agrees that KHA has entered into this Contract based on the representation that Contractor will provide for the full year. Contractor shall continue to provide the Services through January 31, 2023 without payment from KHA if the maximum indebtedness provided in Section 3 of this Contract has been reached. No payments will be made until all applicable deliverables are received and approved by KHA in accordance with the RFP and this Contract.

6. Amendment to Section 3, Maximum Indebtedness of the Contract. Section 3 of the Contract is deleted in its entirety and replaced with the following provisions:

3. Maximum Indebtedness. As required by Section 106.431, *Ordinance Code*, KHA's maximum indebtedness for all products and services under this Contract shall be an amount not to exceed the total cumulative sum of **ONE MILLION ONE HUNDRED SEVENTY-THREE THOUSAND NINETEEN AND NO/100 DOLLARS ($1,173,019.00)**. All payments to Contractor under this Contract are contingent upon the existence of lawfully appropriated funds. If funding for this Contract comes from grant funds from a funding agency not a part of the City of Jacksonville, payment by the KHA is further contingent upon KHA actually receiving such grant funds and those funds being appropriated by Jacksonville's City Council. If KHA does not receive the grant funds or City Council appropriates less than one hundred percent (100%) of the Maximum Indebtedness, Contractor agrees to execute any necessary amendments to this Contract and any other documents required by KHA within ten days of KHA's request.

7. Amendment to Term, Section 4 of the Contract. Section 4 of the Contract is deleted in its entirety and replaced with the following provision:

4. Term. The term of this Contract is effective as of October 1, 2019 and shall continue through January 31, 2023, unless sooner terminated as provided in this Contract.

8. Authority. Contractor represents and warrants to KHA that Contractor has full right and authority to execute and perform its obligations under this Amendment and the Contract, and Contractor and the person(s) signing this Amendment on Contractor's behalf represent and warrant to KHA that such person(s) are duly authorized to execute this Amendment on Contractor's behalf without further consent or approval by anyone. Contractor shall deliver to KHA promptly upon request all documents reasonably requested by KHA to evidence such authority.

9. Ratification of the Contract. The provisions of the Contract shall remain in full force and effect except as expressly provided in this Amendment.

10. Entire Agreement. This Amendment is the entire agreement of the parties regarding the modifications to the Contract provided herein, and supersedes all prior agreements and

understandings regarding such subject matter, and may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successor, legal representatives and assigns.

11. Counterparts. This Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute one agreement.

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

IN WITNESS WHEREOF, Contractor and KHA have duly executed this Amendment as of the Effective Date.

WITNESS:

U-TURNS, INC., DBA TEEN LEADERS OF AMERICA, INC., *a Georgia not-for-profit corporation*

By: _____
Marcia Brown, CEO

WITNESS:

KIDS HOPE ALLIANCE, *a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida*

By: _____
Michael Weinstein, CEO

Encumbrance and funding information for internal City use:
Account or PO Number:

Increase Award Amount.....$189,968.00

NEW TOTAL MAXIMUM INDEBTEDNESS AMOUNT: $1,173,019.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

_____
Director of Finance
City Contract Number: 10327-05, Amendment #3

Form Approved:

_____
Office of General Counsel

EXHIBIT A
SITE LOCATIONS
(Immediately following)

Exhibit A
FY 22-23 Pre-Teen / Teen Programming Funding Recommendations

Contract #	Agency	Site Name	Site Location	Contract Amount
10327-05 (3)	Uturn, Inc. dba Teen Leaders of America, Inc.			$189,968.00
		Sandalwood High School	2750 John Promenade Blvd. Jax, FL 32246	$94,984.00
		Andrew Jackson High School	3816 N. Main St. Jax, FL 32206	$94,984.00
Total				$189,968.00

EXHIBIT B
SITE BUDGET AND NARRATIVE
(Immediately following)

Proposing Contractor: U-Turns, Inc. dba Teen Leaders of America

Project Name: Afterschool and Summer Programs - Jackson High Site (ESC-0212-20)

(Funding Period August 1, 2022 - January 31, 2023)

Approved by JI

Categories and Line Items	Total Cost of Program	KHA Funding	Other Funding	Budget Narrative
Direct Expenses				
A. Salaries and Wages				
1 Program Management	$91,000.00	$80,000.00	$11,000.00	$80000 salaried allocation for Program Management (Includes Program Manager and Executive Director allocation to this project only)
2 Data Manager	$35,500.00	$30,000.00	$5,500.00	$30000 salaried allocation for Data Management
3 Lead Teacher	$15,000.00	$15,000.00	$0.00	Part-time Lead Teacher at 25 hours per week x 4 weeks per month x 6 months x $25/hour = $15000
4 Support Staff	$9,000.00	$9,000.00	$0.00	Part-time Lead Teacher at 25 hours per week x 4 weeks per month x 6 months x $15/hour = $9000
Subtotal Salaries and Wages	**$150,500.00**	**$134,000.00**	**$16,500.00**	
B. Payroll Taxes and Benefits (%)				
1 FICA	$10,251.00	$10,251.00	$0.00	Salaries and Wages x FICA of 7.65% (includes Medicare and Social Security) = Salaries and Wages x 7.65%
2 Retirement	$0.00	$0.00	$0.00	
3 Life and Health Insurance	$8,000.00	$6,000.00	$2,000.00	$1000 per month for Life and Health for employees x 6 months = $6000
4 Workers Compensation	$548.00	$548.00	$0.00	Worker's Comp policy estimate = $1096 (50% allocation to Site 1 of 2 Sites)
5 Unemployment Compensation	$0.00	$0.00	$0.00	
6 Other Benefits	$0.00	$0.00	$0.00	
Subtotal Payroll Taxes and Benefits	**$18,799.00**	**$16,799.00**	**$2,000.00**	
C. Program Consultants and Contractual				
1 - Enrichment	$10,800.00	$10,800.00	$0.00	Includes culinary, fashion, podcast, film, music, art, STEM ($150 per workshop x 4 workshops per month = $600 x 3 enrichment options x 6 months = $10800)
2 - Collegiate Mentors	$7,200.00	$7,200.00	$0.00	2 Collegiate Mentors ($1200 per month x 6 months = $7200)
Subtotal Program Consultants & Contractual	**$18,000.00**	**$18,000.00**	**$0.00**	
D. Travel				
1 Local Mileage	$0.00	$0.00	$0.00	
2 Staff Travel	$0.00	$0.00	$0.00	
3 Student Transportation	$0.00	$0.00	$0.00	
4 Field Trip Travel	$1,200.00	$1,200.00	$0.00	Bus cost for field trip at $60 per hour x 5 hours x 4 trips
Subtotal Travel	**$1,200.00**	**$1,200.00**	**$0.00**	
E. Participant Educational Materials	$1,500.00	$1,000.00	$500.00	Books $25/book x 60 students = $1000; Cash Math - $500 Operating Funds/Revenue
F. Consumable Program Supplies	$2,000.00	$2,000.00	$0.00	Other Supplies (shirts, electronics under $1k, art) = $50 x 60 students = $2000
G. Assistance to Participants				
1 Scholarships or Vocational Certifications	$3,000.00	$2,000.00	$1,000.00	Senior Scholarships (Vocational or University) - 2 x $1000 = $2000
2	$0.00	$0.00	$0.00	
3	$0.00	$0.00	$0.00	

4	$0.00	$0.00	$0.00	
5	$0.00	$0.00	$0.00	
Subtotal Assistance to Participants	$3,000.00	$2,000.00	$1,000.00	
H. Field Trip Expenses	$0.00	$0.00	$0.00	
I. Office Expenses				
1 Telephone	$0.00	$0.00	$0.00	
2 Utilities	$900.00	$900.00	$0.00	Wi-fi connection box expense of $150 per month x 6 months = $900
3 Postage and Shipping	$0.00	$0.00	$0.00	
4 Supplies	$420.00	$420.00	$0.00	Virtual meeting/communication platforms $70/month per site x 6 months = $420 (GoToMeeting/DropBox/Constant Contact)
5 Copying	$0.00	$0.00	$0.00	
Subtotal Office Expenses	$1,320.00	$1,320.00	$0.00	
J. Operating Capital Outlay				
1 Machinery & Equipment	$0.00	$0.00	$0.00	
2 Computers & Software	$0.00	$0.00	$0.00	
Subtotal Operating Capital Outlay	$0.00	$0.00	$0.00	
K. Lease/Rent				
1 Equipment	$0.00	$0.00	$0.00	
2 Building	$7,500.00	$6,000.00	$1,500.00	Includes office lease allocation for this project and meeting space rentals for student activities during out of school time - $1000 per month x 6 months = $6000
Subtotal Lease/Rent	$7,500.00	$6,000.00	$1,500.00	
L. Maintenance	$0.00	$0.00	$0.00	
M. Insurance	$1,500.00	$1,500.00	$0.00	Estimate $3000 Liability Insurance policy x 50% allocation for Site 1 of 2 Sites
N. Conferences and Staff Training	$0.00	$0.00	$0.00	
O. Membership Fees and Subscriptions	$0.00	$0.00	$0.00	
P. Advertising	$0.00	$0.00	$0.00	
Q. Food (limit to 2% of budget)	$0.00	$0.00	$0.00	
R. Other Allowable Costs				
1 Background and Drug Screenings	$0.00	$0.00	$0.00	
2	$0.00	$0.00	$0.00	
3	$0.00	$0.00	$0.00	
4	$0.00	$0.00	$0.00	
5	$0.00	$0.00	$0.00	
Subtotal Other Allowable Costs	$0.00	$0.00	$0.00	
DIRECT EXPENSES TOTAL	$205,319.00	$183,819.00	$21,500.00	

Administrative Expenses				
Allocated Management and General Overhead, not to exceed 10% Program Direct Expenses above	$6,149.00	$6,149.00	$0.00	Includes allocations for Legal $750; Payroll fees $3600; Technology/website $700; Accounting support $1099
GRAND TOTAL (Direct and Administrative Expenses)	$211,468.00	[illegible]	$21,500.00	

Spreadsheet Instructions

1. Complete the funding period, agency information, project name and contract number at the top of the form.

2. Enter line items in categories where appropriate
   Enter line items that relate to your program in categories such as Salaries and Wages, Program Consultants, Other Consultants, Assistance to Participants and Other Allowable Costs. There are additional rows that remain accurate, are hidden if you need more than what is shown. Please unhide the rows rather than create them so that the formulas will remain accurate.

3. Enter budget amounts in the KHA Funding and Match columns (you can include here Cash Contributions as well as the value of In-kind Contributions.
   Only enter amounts in black cells. Red cells denote formulas. Please do not make any entries in red cells.

4. Enter a narrative for each line item in the cell located on the same row of that line item.
   Use only one narrative cell per line item. Type as much information in that cell to completely describe the budget for that line item.
   For cells that have lengthy narratives, you will have to widen the "row" so that it reveals all of the text of that cell.

Contract Purchase Agreement POA-70616-21 Change Order 3

Agreement	POA-70616-21
Agreement Date	09-DEC-2020
Change Order	3
Change Order Date	01-JUN-2022
Revision	3
Agreement Amount	713,940.93 USD
Solicitation Number	ESC-0212-20

Sold To

City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier

U-Turns Inc
Dba Teen Leaders of America
13720 Old St. Augustine Road #8-123
JACKSONVILLE, FL 32258

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
21740	Net 30	Freight Prepaid	FOB Destination	Best Way

Start Date	End Date	Confirm To
30-Sep-2020	30-Jan-2023	Annette Leslie-Burney aburney@coj.netPhone 904-2558810

Attachments

Type	File Name or URL	Title	Description
File	ESC-0212-20 CSPEC AWARD. 5.13.22.pdf	ESC-0212-20 CSPEC AWARD. 5.13.	
File	ESC-0212-20 SECOND RENEWAL AWARD.pdf	ESC-0212-20 SECOND RENEWAL AWA	
File	ESC-0212-20 U-TURN - CONTRACT AMD 2.pdf	ESC-0212-20 U-TURN - CONTRACT	
File	ESC-0212-20 U-TURNS CONTRACT AMD 1.pdf	ESC-0212-20 U-TURNS CONTRACT A	
File	ESC-212-20 FIRST RENEWAL AWARD.pdf	ESC-212-20 FIRST RENEWAL AWARD	
File	ESC-0212-20 CSPEC AWARD. CORRECTION5.27.22.pdf	ESC-0212-20 CSPEC AWARD. CORREC	

This Order is subject to the General conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Gregory Pease, Chief Procurement Division

FY 22-23 Scope of Services – 12/9/22	
ESC	**Agency**
Pre-Teen/Teen	Groundwork Jacksonville, Inc.

FY22-23 Contract Year: 2/1/23-7/31-23

Funding for FY22-23: $47,676.00

Number of Children/Youth Served During 21/22: 36

Number of Proposed Children/Youth 22/23: 38

Description of Services:
The Groundwork Jacksonville Green Team is a year-round program, broken into two programs/seasons: summer apprenticeship (9 weeks, 5-6 full days of programming per week, 20-22 youth) and school-year service-based fellowship (weekly for 9-11 weeks, 8-11 youth).
The summer apprenticeship that offers stipend paid positions for 20-22 youth ages 13-18 in our service area to learn about and lead local environmental and healthy community initiatives, conduct research, raise awareness, challenge their peers to do community service, and participate in hands-on improvement projects throughout the City of Jacksonville. The program is intended to promote restoration of Jacksonville's critical urban ecological systems, natural resources, and public health by engaging teens in advocacy and service-learning efforts focused on the community's parks, gardens, waterways, and vacant open spaces.
The Green Team program has dual goals - to prepare Jacksonville's youth for a lifetime of environmental and healthy community leadership, and to invest in our community's future and capacity to improve its physical environment.

Impact of Services:
We provide transformative nature-based recreation, leadership, and skill-building opportunities for an underserved population of urban youth. Half of our students surveyed reported that Green Team was their first-ever employment opportunity, providing them starting experience, skills, and understandings to kick off successful careers. However, these skills go beyond career success: they also support our youth to live lives more engaged in their community, be more effective team players, be more likely to eat healthy and engage in beneficial outdoor recreation. These behaviors are associated with better long-term outcomes for health, lifespan, economic wealth, and general wellbeing.

Outcomes Achieved FY21-22:
–Youth completed 5 extended service projects and 2 paid work projects that benefited the community while providing leadership and career skills development opportunities, including: constructing two pollinator gardens, leading Earth Day event with over

leadership opportunities –In our pre and post surveys of students in the 2022 Apprenticeship (scale of 1 to 5, 1 being strongly disagree and 5 being strongly agree), students agreed (4.1) that "because of the Green Team, I have a better understanding of h

Students reported learning skills in: decisionmaking, gardening, construction, public speaking, bike maintenance and safety, math, outdoor recreation, problem solving, teamwork, using power tools safely, etc. Through enrichment, service, and paid work.

Proposed Outcomes FY22-23:

The Contractor must submit client performance measure data, in the SAMIS Performance Measure (PM) Module, within the time frames specified by KHA. The Contractor shall also report any barriers experienced in performance measure achievement, as required. The report should also include any noteworthy activities that have occurred during the term of this Agreement, as requested.

DESIRED RESULT: Provide transformative nature-based recreation, leadership, and skill-building opportunities for an underserved population of urban youth.

Results based accountability utilizes data to improve performance outcome measures to achieve the desired customer result. When applied, performance measurement answers the following key questions:

Key Question	Performance	Council Goal	Evaluation Tool	Admin Schedule
How Much Did We Do?	% Of contracted participants actually served	95%	SAMIS Data	Analyzed on Semi-Annual Schedule
	% Of funded allocation utilized	95%	SAMIS Data	Analyzed on Semi-Annual Schedule
How Well Did We Do It?	Program Services Monitoring	Meets Expectations	Monitoring and Site Visits	Annually
	Data Integrity	95%	SAMIS Analysis of Outcomes Report	Analyzed on Semi-Annual Schedule
Is Anybody Better Off?	95% alumni in college/career training/workforce	95%	End of Year Report	Annually
	35% continue to job opportunities in our network	35%	Quarterly Report	Quarterly
	Youth surveys show ++ leadership, career skills	80%	Surveys	Beginning and end of program

Obstacles Faced in 21/22 and How They Were Addressed:
–Staff recruitment: We had a lot of difficulty receiving any applications for the Crew Leader and Youth Leader positions this summer. We added a sign on bonus and will increase the hourly rate in 2023 for Crew Leaders from $14-16 to $18-20 and start recruiting earlier
–Space issues: The Citi Teen Center, our host site, did not actually have enough space for us and we had to constantly move rooms and use substandard meeting spaces, causing disruptions and lowering morale. We could not pivot our site during the summer but are securing a site for 2023
–Difficulty in retaining older teens because of competition with hourly paying jobs– increasing stipends significantly to be more competitive and adding four comparably-paid Youth Leader positions aimed at skilled returning Apprentices

Based on Experience in 21/22, Changes, Additions, or General Improvements to Be Made in 22/23:
Changes will be based off the "Green Team 2.0" framework students made over a series of focus groups, brainstorms, and meetings with community leaders last summer, in concerts with recommendations from our own staff and our Program Quality Consultant
–Improve effectiveness of summer staff through extending staff training to four days from two with greater emphasis on social-emotional support, strong logistical skills, TBRI, and through more competitive summer staff salary
–Leadership development: Instead of hiring 2 Youth Leaders who may or may not be Green Team members, we will hire 4 Youth Leaders who are all returning apprentices and receive training to lead their peers
–Secure a quality long-term meeting space for the program with reliable meeting space, storage, and near our project sites (Springfield Park building and FSCJ downtown campus top contenders)
–Stronger focus on team-building, public speaking and community engagement, student-directed learning, and culturally relevant pedagogy

KIDS HOPE ALLIANCE

Letter of Intent
Agency Award Information: FY22-23

ESC	Contract #	Agency
Pre-Teen/Teen	601882-20	Groundwork Jacksonville, Inc.

The above-mentioned contract has been renewed for the FY 22-23 year with the terms below.

FY22-23 Contract Term: 2/1/23-7/1/23

Funding for FY22-23: $47,676.00

A Request for Renewal was generated by Kids Hope Alliance and completed by the contractor. The application was then reviewed, negotiated (if necessary) and approved by KHA. The following individual was listed as the contact person for contract correspondence.

Agency Contact
Name: Oscar Psychas
Title: Youth Program Manager
E-mail: oscar@groundworkjacksonville.org
Phone: 352-339-8744

The RFR included information about the program's outcomes along with proposed changes, additions, or general improvements to be made in 22/23, based on experiences in 21/22. This information is included in the attached form and serves as documentation or scope changes, if applicable.

Approved by: Ruth Waters
Date: 2022-12-09

70020-20

THIRD AMENDMENT TO
CHILDREN'S SERVICES CONTRACT
FOR
Pre-Teen/Teen Success: Afterschool and Summer Programs

THIS THIRD AMENDMENT TO CHILDREN'S SERVICES CONTRACT (this "***Amendment***") is effective as of the 1st day of August, 2022 (the "**Effective Date**") by and between the **KIDS HOPE ALLIANCE**, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("**KHA**"), and **GROUNDWORK JACKSONVILLE, INC.**, a Florida not-for-profit corporation (the "***Contractor***").

RECITALS

WHEREAS, KHA and Contractor are parties to that certain Children's Services Contract for Pre-Teen/Teen Success: Afterschool and Summer Programs dated as of October 1, 2019, as amended by that certain First Amendment dated October 1, 2020, as amended by that certain Second Amendment dated August 1, 2021 (City Contract #601882-20, BID #ESC-0212-20) (the "***Contract***"); and

WHEREAS, effective May 27, 2022, the City of Jacksonville's Competitive Sealed Proposal Evaluation Committee and Mayor approved the Contract extension through January 31, 2023 and increase the maximum indebtedness under the Contract by $47,676.00 .

NOW, THEREFORE, in consideration of the mutual obligations contained herein, the parties hereto agree as follows:

1. Recitals. The Recitals set forth above are true and correct and incorporated in this Amendment by this reference.

2. Capitalized Terms. Unless otherwise defined in this Amendment, all capitalized terms shall have the meanings given to them in the Contract.

3. Amendment to Exhibit A. Exhibit A (Site Locations) to the Contract is deleted in its entirety and replaced with Exhibit A-1 and Exhibit A-2, attached to this Amendment.

4. Amendment to Exhibit B. Exhibit B (Site Budget) to the Contract is deleted in its entirety and replaced with Exhibit B-1 and Exhibit B-2, attached to this Amendment.

5. Amendment to Section 2, Compensation. Section 2 of the Contract is deleted in its entirety and replaced with the following provisions:

> 2. Compensation. The Contractor shall provide the Services in accordance with the Site Budget and Budget Narrative attached to this Contract as Exhibit B-1 and Exhibit B-2 (the "***Site Budgets and Budget Narratives***"). KHA shall pay the Contractor for services on a cost reimbursement basis as shown in the Site Budgets and

Budget Narratives. Contractor acknowledges and agrees that KHA has entered into this Contract based on the representation that Contractor will provide Services for the full year. Contractor shall continue to provide the Services through January 31, 2023, without payment from KHA if the maximum indebtedness provided in Section 3 of this Contract has been reached. No payments will be made until all applicable deliverables are received and approved by KHA in accordance with the RFP.

6. Amendment to Section 3, Maximum Indebtedness. Section 3 of the Contract is deleted in its entirety and replaced with the following provisions:

> 3. Maximum Indebtedness. As required by Section 106.431, *Ordinance Code*, KHA's maximum indebtedness for all products and services under this Contract shall be an amount not to exceed the total cumulative sum of **TWO HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED FIFTY-EIGHT AND NO/100 DOLLARS ($298,558.00)**. All payments to Contractor under this Contract are contingent upon the existence of lawfully appropriated funds. If funding for this Contract comes from grant funds from a funding agency not a part of the City of Jacksonville, payment by KHA is further contingent upon KHA actually receiving such grant funds and those funds being appropriated by Jacksonville's City Council. If KHA does not receive the grant funds or City Council appropriates less than one hundred percent (100%) of the Maximum Indebtedness, Contractor agrees to execute any necessary amendments to this Contract and any other documents required by KHA within ten days of KHA's request.

7. Amendment to Section 4, Term. Section 4 of the Contract is deleted in its entirety and replaced with the following provision:

> 4. Term. The term of this Contract is effective as of October 1, 2019 and shall continue through January 31, 2023, unless sooner terminated as provided in this Contract.

8. Authority. Contractor represents and warrants to KHA that Contractor has full right and authority to execute and perform its obligations under this Amendment and the Contract, and Contractor and the person(s) signing this Amendment on Contractor's behalf represent and warrant to KHA that such person(s) are duly authorized to execute this Amendment on Contractor's behalf without further consent or approval by anyone. Contractor shall deliver to KHA promptly upon request all documents reasonably requested by KHA to evidence such authority.

9. Ratification of the Contract. The provisions of the Contract shall remain in full force and effect except as expressly provided in this Amendment.

10. Entire Agreement. This Amendment is the entire agreement of the parties regarding the modifications to the Contract provided herein, and supersedes all prior agreements and understandings regarding such subject matter, and may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successor, legal representatives and assigns.

11. Counterparts. This Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute one agreement.

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

IN WITNESS WHEREOF, Contractor and KHA have duly executed this Amendment as of the Effective Date.

WITNESS:

Stephanie Leynes

GROUNDWORK JACKSONVILLE, INC., *a Florida not-for-profit corporation*

By: _____
Kay Ehas, CEO

WITNESS:

KIDS HOPE ALLIANCE, *a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida*

By: _____
Michael Weinstein, CEO (on behalf of Mike Weinstein)

Encumbrance and funding information for internal City use:
Account or PO Number:

Increase Award Amount.....$ 47,676.00

NEW TOTAL MAXIMUM INDEBTEDNESS AMOUNT: $298,558.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

_____
Director of Finance
City Contract Number: 601882-20, Amendment #3

Form Approved:

_____
Office of General Counsel

EXHIBIT A-1
SITE LOCATION
(Immediately following)

Exhibit A-1

Pre-Teen/Teen Success: Afterschool and Summer Porgrams ESC - 0212-20

Organization	Site Name	Site Address	City	State	Zip	Contract #	Period	Contract Amount
Groundwork Jacksonville Inc.	Green Team Youth Corp	101 W State St.	Jacksonville	Florida	32202	601882-20	8/1/2021-1/31/2022	$95,352.00

EXHIBIT A-2
SITE LOCATION
(Immediately following)

Exhibit A-2

Pre-Teen/Teen Success: Afterschool and Summer Porgrams ESC - 0212-20

Organization	Site Name	Site Address	City	State	Zip	Contract #	Period	Contract Amount
Groundwork Jacksonville Inc.	Green Team Youth Corp	101 W State St.	Jacksonville	Florida	32202	601882-20	8/1/2022-1/31/2023	$47,676.00

EXHIBIT B-1
SITE BUDGET AND BUDGET NARRATIVE
(Immediately following)

oosing Contractor: GROUNDWORK JACKSONVILLE
ect Name: GREEN TEAM YOUTH CORPS
al Year: AUGUST 1, 2021 to JULY 31, 2022

gories and Line Items	of Program	Funding	Match	Budget Narrative
ct Expenses				
. Salaries and Wages				
ogram Manager	$46,175.00	$23,087.50	$23,087.50	PM averages 50% of time toward Green Team programming and reporting. (FICA is subtracted from Salaries and
ogram Coordinator	$24,624.20	$24,624.20	$0.00	PC is 100% dedicated to Green Team. Part-time for 36 weeks and full-time for 16 weeks at $16/hour = approximately
ew Leader #1 Seasonal FT	$5,319.36	$5,319.36	$0.00	Seasonal direct service staff for summer apprenticeship at $16/hr approximately 400 hour during the summer. (FICA
ew Leader #2 Seasonal FT	$5,651.90	$5,651.90	$0.00	Seasonal direct service staff for summer apprenticeship at $17/hr approximately 400 hour during the summer. Match accounts for time a crew leader will be on the NPS experience trip with GWUSA. (FICA is subtracted from Salaries
	$0.00	$0.00	$0.00	
otal Salaries and Wages	$81,770.46	$53,682.96	$23,087.50	
Payroll Taxes and Benefits (%)				
CA	$6,773.54	$4,861.04	$1,912.50	2021 FICA rate is 7.65%. PM = $1,912.50 PC = $2,039.80 CL#1 = $440.64 CL#2 = $468.10
tirement	$1,500.00	$0.00	$1,500.00	GWJax provide PM with 3% match for Simple IRA.
and Health Insurance	$0.00	$0.00	$0.00	
rkers Compensation	$0.00	$0.00	$0.00	
employment Compensation	$1,552.80	$0.00	$1,552.80	GWJax pays 6% FUTA rate for each GT employee.
er Benefits	$0.00	$0.00	$0.00	
otal Payroll Taxes and Benefits	$9,826.34	$4,861.04	$4,965.30	
Program Consultants and Contractual				
ks enrichment and service project coordination	$2,600.00	$0.00	$2,600.00	Timucuan Parks Foundations coordinates enrichment programming in the National and State Parks.
ject (Subject Matter Expert) instructors	$1,382.00	$742.00	$640.00	Subject matter experts provide instruction to GT. Ex. SafeStaff instructor, Yoga 4 Change providing lessons,
talet services	$399.00	$266.00	$133.00	There are no restroom facilities on the S-Line. Port-o-lets are needed in April, June, and July for Green Team.
uth compensation (stipends)	$19,679.00	$19,679.00	$0.00	22 youth apprenticeship stipends - year 1=360, Year 2 = 583, Year 3+= 805. 1st year = 11 x $360 = $3960; 2nd year = 8 x $583 = $4664; 3+ year = 3 x $805 = $2415 Two senior apprentices as Youth Leaders supporting the Crew Learders @ $12/hr for approximately 360 hours. 2($12x360) = $8640.
otal Program Consultants & Contractual	$24,060.00	$20,687.00	$3,373.00	
Travel				
cal Mileage	$0.00	$0.00	$0.00	
uff Travel	$1,350.00	$0.00	$1,350.00	Crew Leader air travel to national park and staff travel to youth summit
dent Transportation	$150.00	$150.00	$0.00	Provide funds for 5 JTA youth bus passes ($30ea) for the students to get to and from work during the summer. The
d Trip Travel	$15,605.00	$0.00	$15,605.00	Bus and van rental during the summer for field trips to State and National Parks, as well as to other enrichment sites. This also covers transportation for the annual camping trip and air travel for the youth summit and NPS experience
otal Travel	$17,105.00	$150.00	$16,955.00	
Participant Educational Materials	$700.00	$700.00		SafeStaff manual & Florida Friendly Landscape Principles guide.
Consumable Program Supplies	$6,000.00	$6,000.00		Uniforms, PPE, Fellowship incentives, food storage containers, bug spray, sunblock, bike parts, & etc.
Assistance to Participants				
	$0.00	$0.00	$0.00	
otal Assistance to Participants	$0.00	$0.00	$0.00	

. Field Trip Expenses	$4,245.00	$0.00	$4,245.00	Kayak Amelia trip, St. Johns River Larking trip, floatation devices, and any other associated fees.
Office Expenses				
1 Telephone	$0.00	$0.00	$0.00	
2 Utilities	$0.00	$0.00	$0.00	
3 Postage and Shipping	$40.00	$40.00	$0.00	3 books of stamps to send thank you cards and postage for sending in SafeStaff certifications
4 Supplies	$30.00	$30.00	$0.00	certificate holders, paper, pens, arts and craft supplies, etc
5 Copying	$250.00	$100.00	$150.00	Printing end of program certificates and other copying that cannot be done in house
total Office Expenses	$320.00	$170.00	$150.00	
Operating Capital Outlay				
1 Machinery & Equipment	$0.00	$0.00	$0.00	
2 Computers & Software	$0.00	$0.00	$0.00	
otal Operating Capital Outlay	$0.00	$0.00	$0.00	
Lease/Rent				
1 Equipment	$0.00	$0.00	$0.00	
2 Building	$984.00	$984.00	$0.00	climate controlled camping equipment storage $82/mo
otal Lease/Rent	$984.00	$984.00	$0.00	
Maintenance	$250.00	$250.00	$0.00	$250 to ZenCog for maintenance on bikes and trailer.
Insurance	$0.00	$0.00	$0.00	
Conferences and Staff Training	$135.00	$135.00	$0.00	CPR training x3 = $45 x 3 = $135
Membership Fees and Subscriptions	$405.00	$405.00	$0.00	Sam's Club membership to purchase food and supplies in bulk ($45/yr). Zoom Pro subscription for GT virtual
Advertising	$0.00	$0.00	$0.00	
Food (limit to 2% of budget)	$6,907.04	$1,907	$5,000.00	Funds will provide nutritious meals and snacks for the youth throughout the program, primarily during the summer
Other Allowable Costs				
kground checks	$420.00	$420.00	$0.00	Six background checks for staff, contractors, and volunteers.
	$0.00	$0.00	$0.00	
	$0.00	$0.00	$0.00	
	$0.00	$0.00	$0.00	
	$0.00	$0.00	$0.00	
otal Other Allowable Costs	$420.00	$420.00	$0.00	
CT EXPENSES TOTAL	$153,127.84	$95,352.04	$57,775.80	
nistrative Expenses				
ated Management and General Overhead, not	$0.00	$0.00	$0.00	
ND TOTAL (Direct and Administrative	$153,128	$95,352	$57,776	

adsheet Instructions

omplete the funding period, agency information, project name and contract number at the top of the form.

EXHIBIT B-2
SITE BUDGET AND BUDGET NARRATIVE
(Immediately following)

posing Contractor: Groundwork Jacksonville

ect Name: Green Team Youth Corps

al Year: August 1, 2022 - January 31, 2023

Budget Approved by Julia Riggins 5/17/2022

gories and Line Items	Total Cost of Program	KHA Funding	Other Funding	Budget Narrative
ct Expenses				
Salaries and Wages				
lle - Program Manager	$31,625.00	$8,250.00	$23,375.00	PM will dedicated 30% of time to the Green Team program for 6 months
lle - Youth Program Manager	$23,000.00	$23,000.00	$0.00	Former title Green Team Program Manager. 100% Salary for 6 months
lle -	$0.00	$0.00	$0.00	
lle -	$0.00	$0.00	$0.00	
lle -	$0.00	$0.00	$0.00	
otal Salaries and Wages	$54,625.00	$31,250.00	$23,375.00	
Payroll Taxes and Benefits (7.65 %)				
CA	$4,178.81	$2,390.63	$1,788.19	2022 FICA rate 7.65%. PM=$631.13 YPM = $1,759.50
lirement	$1,638.75	$0.00	$1,638.75	GWJax provide PM and YPM with 3% match for Simple IRA.
and Health Insurance	$0.00	$0.00	$0.00	
rkers Compensation	$0.00	$0.00	$0.00	
employment Compensation	$3,277.50	$0.00	$3,277.50	GWJax pays 6% FUTA rate for each GT employee.
er Benefits	$0.00	$0.00	$0.00	
otal Payroll Taxes and Benefits	$9,095.06	$2,390.63	$6,704.44	
Program Consultants and Contractual				
	$0.00	$0.00	$0.00	
	$0.00	$0.00	$0.00	
	$0.00	$0.00	$0.00	
otal Program Consultants & Contractual	$0.00	$0.00	$0.00	
Travel				
cal Mileage	$0.00	$0.00	$0.00	
ff Travel	$0.00	$0.00	$0.00	
dent Transportation	$360.00	$360.00	$0.00	Provide funds for JTA youth bus passes ($30ea) for 3 students to get to and from work for 4 months (Oct - Jan)
d Trip Travel	$5,160.00	$5,160.00	$0.00	One transit van rental for 12 weeks at $430/day plus gas to get to community work sites. GWJax COI covers rental vehicles. 12 x $430 = $5160
tal Travel	$5,520.00	$5,520.00	$0.00	
Participant Educational Materials	$0.00	$0.00	$0.00	
Consumable Program Supplies	$1,405.52	$1,405.52	$0.00	Gloves, uniforms, bug spray, sunblock, restock First Aid supplies, & ect.

. Assistance to Participants				
	$1,344.00	$1,344.00	$0.00	1 Youth Leader will support the YPM 8 hours/week (96 hours) at $12-14/hour based on experience. Youth Leaders will work one day/week in the office with YPM and on Saturdays. Youth Leaders are typically Green Team Alumni who are 17+ years of age. $14/hr x 96hrs x 1 Youth Leader = $1,344
llow Stipends	$3,960.00	$3,960.00	$0.00	From August - January is generally where we have the least amount of engagement. August and September are used to wrap up reporting for the fiscal year and plan for the Fall session. In addition, youth are returning to school from the summer, the days get shorter, and it is colder so working outside isn't as pleasant. To not miss the opportunity to serve youth during this 6 month extension, we want to incentive participation by offering stipends during the Fall. The stipend would equate to $11/hour for 36 hours. Following the Play, Learn, Serve, & Work model, youth will work & learn 4 hours on Saturdays, 3 in October, 2 in November, 2 in December, and 1 in January. They will serve 1 Saturday a month (except December) for 2 hours and Celebrate (Play) on the last Saturday in January. $11/hr x 36hrs x 10 Fellows =$3,960
	$0.00	$0.00	$0.00	
	$0.00	$0.00	$0.00	
	$0.00	$0.00	$0.00	
otal Assistance to Participants	$5,304.00	$5,304.00	$0.00	
Field Trip Expenses	$0.00	$0.00	$0.00	
Office Expenses				
1 Telephone	$0.00	$0.00	$0.00	
2 Utilities	$0.00	$0.00	$0.00	
3 Postage and Shipping	$11.60	$11.60	$0.00	Book of stamps to send thank you cards
4 Supplies	$0.00	$0.00	$0.00	
5 Copying	$0.00	$0.00	$0.00	
otal Office Expenses	$11.60	$11.60	$0.00	
Operating Capital Outlay				
1 Machinery & Equipment	$0.00	$0.00	$0.00	
2 Computers & Software	$0.00	$0.00	$0.00	
otal Operating Capital Outlay	$0.00	$0.00	$0.00	
Lease/Rent				
1 Equipment	$0.00	$0.00	$0.00	
2 Building	$546.00	$546.00	$0.00	climate controlled camping equipment storage $91/mo for 6 months
otal Lease/Rent	$546.00	$546.00	$0.00	
Maintenance	$0.00	$0.00	$0.00	
Insurance	$0.00	$0.00	$0.00	
Conferences and Staff Training	$0.00	$0.00	$0.00	

. Membership Fees and Subscriptions	$225.00	$225.00	$0.00	Sam's Club membership to purchase food and supplies in bulk ($45/yr). Zoom Pro subscription for GT virtual learning ($30/mo)
. Advertising	$0.00	$0.00	$0.00	
. Food (limit to 2% of budget)	$953.25	$953.25	$0.00	
Other Allowable Costs				
ackground and Drug Screenings	$70.00	$70.00	$0.00	1 background check for volunteer or youth leader if over 18 yrs old
	$0.00	$0.00	$0.00	
	$0.00	$0.00	$0.00	
	$0.00	$0.00	$0.00	
	$0.00	$0.00	$0.00	
otal Other Allowable Costs	$70.00	$70.00	$0.00	
CT EXPENSES TOTAL	$77,755.43	$47,676.00	$30,079.44	
inistrative Expenses				
ated Management and General Overhead, not to exceed	$0.00	$0.00	$0.00	
ND TOTAL (Direct and Administrative Expenses)	$77,755.43	$47,676.00	$30,079.44	

adsheet Instructions

omplete the funding period, agency information, project name and contract number at the top of the form.

ter line items in categories where appropriate

line items that relate to your program in categories such as Salaries and Wages, Program Consultants, Other Consultants, Assistance to Participants and Other Allowable Costs. There are additional rows emain accurate. are hidden if you need more than what is shown. Please unhide the rows rather than create them so that the formulas will remain accurate.

ter budget amounts in the KHA Funding and Match columns (you can include here Cash Contributions as well as the value of In-kind Contributions.
enter amounts in black cells. Red cells denote formulas. Please do not make any entries in red cells.

ter a narrative for each line item in the cell located on the same row of that line item.
nly one narrative cell per line item. Type as much information in that cell to completely describe the budget for that line item.
ells that have lengthy narratives, you will have to widen the "row" so that it reveals all of the text of that cell.

SUBJECT: Preteen/Teen Success: Afterschool and Summer Programs

BID #: ESC-0212-20

OPEN DATE: 8/28/19

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – October 1, 2019 through September 30, 2020, with two (2) one (1) year renewal options

AGENCY: Kids Hope Alliance

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 22 **NUMBER RECEIVED:** 20 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to correct the contract period of service from August 1, 2022 through July 31, 2023 to August 1, 2022 through January 31, 2023 with the providers listed in the attached Exhibit 1. All other terms and conditions remain the same.

Funding Source: 10901.181007.582001.000000.00000000.00000.0000000 - To be executed by formal contract amendment through the Office of General Counsel.

Attachments: Previous Award

ANALYST: _____ Ruben Ola

RESPECTFULLY SUBMITTED _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Darity, Chief Program Officer, Kids Hope Alliance

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 5/26/2022

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 5/27/2022

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority

Contract Purchase Agreement POA-70020-20 Change Order 5

Agreement	POA-70020-20
Agreement Date	10-MAR-2020
Change Order	5
Change Order Date	01-JUN-2022
Revision	5
Agreement Amount	282,523.97 USD
Solicitation Number	ESC-0212-20

Sold To

City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier

Groundwork Jacksonville Inc.
P.O. Box 13295
JACKSONVILLE, FL 32206

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	
21806	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	**End Date**		**Confirm To**	
30-Sep-2019	30-Jan-2023		Annette Leslie-Burney aburney@coj.netPhone 904-2558810	

Original 77,628.00
(543.01)
Amd #1 77,902.00
(12491.02)
Amd #2 95,352.00
Amd #3 47,676.00

$298,558.00

(P.O.'s reduced 543.01
15491.02
-$16,034.03)

$282,523.97

This Order is subject to the General conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Gregory Pease, Chief Procurement Division

Contract Purchase Agreement Release 614158-21 Change Order 2

Purchase Order	614158-21
Order Date	25-NOV-2020
Change Order	2
Change Order Date	09-SEP-2021
Revision	1
Ordered	62,410.98 USD
Requisition Number	KHOD-500252-21
Solicitation Number	ESC-0212-20

All packing slips, invoices, and correspondence must reference our purchase order number.

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202

Supplier
Groundwork Jacksonville Inc.
P.O. Box 13295
JACKSONVILLE, FL 32206

Bill To
City of Jacksonville
117 West Duval Street, Suite 375
JACKSONVILLE, FL 32202

Ship To
Kids Hope Alliance
1095 A Philip Randolph Blvd
JACKSONVILLE, FL 32206 US

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
21806	**Net 30**	**Freight Prepaid**	**FOB Destination**	**Best Way**

Buyer
Annette Leslie-Burney
Email: **aburney@coj.net**
Phone: **904-2558810**

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Groundwork Jacksonville, Inc. Pre-Teen/Teen Contract Payments 10901.181007.582001.000000.00000000.00000.0000000 This line references Document (Contract Purchase Agreement) POA-70020-20.	62,410.98				

Ship To
Kids Hope Alliance
1095 A Philip Randolph Blvd
JACKSONVILLE, FL 32206

Promised

Requested
12/2/20

62,410.98

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total	62,410.98
[redacted]	62,410.98

Contract Purchase Agreement Release 614158-21 Change Order 2

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Gregory Pease, Chief, Procurement Division

Contract Purchase Agreement Release 614158-21 Change Order 2

GENERAL CONDITIONS

1. RESERVATIONS: The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted.

Buyer reserves the right to terminate the Contract or Purchase Order at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services actually provided to the date of termination.

2. TAXES: The City of Jacksonville, Florida is exempt form the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No 59-6000 344.

3. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

4. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

5. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City".

6. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present, and proposed City contracts, transactions, accounts, and records, require the production of records, and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

7. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

8. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract, provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

9. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and

b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

10. LICENSES REQUIREMENT: By acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

11. ELECTRONIC PAYMENTS: Vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

12. CONTRACTOR REPRESENTATION: If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;

b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

c. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or

d. Has been engaged in business operations in Cuba or Syria.

13. PUBLIC RECORDS: In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

a. Keep and maintain public records required by City to perform the services; and

b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and

d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:

a. Generally – When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing, (ii) state the amount in dispute, (iii) specifically describe the actions required to cure the dispute, and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

b. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) – Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing, (ii) state the amount in dispute, (iii) specifically describe the actions required to cure the dispute, and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

c. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks, and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

15. PUBLIC ENTITY CRIME INFORMATION: A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

16. AUDIT PROVISION: A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

17. W-9 REQUIREMENT: It is the vendor's responsibility to ensure that the City has a current W-9 on file.

18. INDEMNIFICATION:

a. The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or its using agencies named in the contract documents, it's directors, officers, agents representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

b. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

19. INSURANCE: Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

20. DELIVERY: A packing list shall accompany all shipments, which shall indicate, at a minimum, the following: purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

21. PICK UP AND RETURNS: The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

22. INVOICING: Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include: purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to City of Jacksonville General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

23. REPORTING: The City may request reports including but not limited to, usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

24. SUPPLIER ACCESSIBILITY: The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

Contract Purchase Agreement Release 601882-20 Change Order 2

Purchase Order	601882-20
Order Date	29-MAY-2020
Change Order	2
Change Order Date	04-JUN-2021
Revision	1
Ordered	77,084.99 USD
Requisition Number	
Solicitation Number	ESC-0212-20

All packing slips, invoices, and correspondence must reference the purchase order number.

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202

Supplier
Groundwork Jacksonville Inc.
P.O. Box 13295
JACKSONVILLE, FL 32206

Bill To
City of Jacksonville
117 West Duval Street, Suite 375
JACKSONVILLE, FL 32202

Ship To
Kids Hope Alliance
1095 A Philip Randolph Blvd
JACKSONVILLE, FL 32206 US

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
21806	Net 30	Freight Prepaid	FOB Destination	Best Way

Buyer
Carmella Spitler Email: CSpitler@coj.net

Attachments

Type	File Name or URL	Title	Description
File	GC-#1358630-v1-GROUNDWORK_JACKSONVILLE_601882-20CHILDREN_S_SERVICES_CONTRACT_-_PRETEEN_TEEN_SUCCESS_-_AFTERSCHOOL_AND_SUMMER_PROGRAMS_ (3).pdf	GC-#1358630-v1-GROUNDWORK_JACK	

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Pre-Teen/Teen Success: Afterschool and Summer Programs - Groundwork 10901.181007.582001.000000.00000000.00000.0000000 This line references Document (Contract Purchase Agreement) POA-70020-20.	77,084.99				

Ship To		
Kids Hope Alliance 1095 A Philip Randolph Blvd JACKSONVILLE, FL 32206	**Promised**	77,084.99
	Requested	

Contract Purchase Agreement Release 601882-20 Change Order 2

Line Item	Price	Quantity	UOM	Ordered	Taxable

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total	77,084.99
[redacted]	77,084.99

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Gregory Pease, Chief, Procurement Division

Contract Purchase Agreement Release 601882-20 Change Order 2

GENERAL CONDITIONS

1. RESERVATIONS: The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted.

Buyer reserves the right to terminate the Contract or Purchase Order at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services actually provided to the date of termination.

2. TAXES: The City of Jacksonville, Florida is exempt form the following taxes: (a) State of Florida Sales Tax by Certificate No. 26-00-107377-54C, (b) Manufacturer's Federal Excise Tax Registration No. 59-6000344.

3. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

4. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified. If within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

5. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City".

6. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present, and proposed City contracts, transactions, accounts, and records, require the production of records, and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

7. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

8. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract, provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

9. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida, and

b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

10. LICENSES REQUIREMENT: By acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

11. ELECTRONIC PAYMENTS: Vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

12. CONTRACTOR REPRESENTATION: If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor

a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes,

b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel,

c. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or

d. Has been engaged in business operations in Cuba or Syria.

13. PUBLIC RECORDS: In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

a. Keep and maintain public records required by City to perform the services, and

b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law, and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City, and

d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:

a. Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing, (ii) state the amount in dispute, (iii) specifically describe the actions required to cure the dispute, and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

b. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing, (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute, and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

c. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks, and (ii) charge Contractor a ½% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

15. PUBLIC ENTITY CRIME INFORMATION: A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

16. AUDIT PROVISION: A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

17. W-9 REQUIREMENT: It is the vendor's responsibility to ensure that the City has a current W-9 on file.

18. INDEMNIFICATION:

a. The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

b. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

19. INSURANCE: Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

20. DELIVERY: A packing list shall accompany all shipments, which shall indicate, at a minimum, the following: purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

21. PICK UP AND RETURNS: The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

22. INVOICING: Invoices will be issued once supplies/services are delivered and or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include, purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to City of Jacksonville General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

23. REPORTING: The City may request, reports including but not limited to, usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

24. SUPPLIER ACCESSIBILITY: The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

Contract Purchase Agreement Release 630952-22

Purchase Order	630952-22
Order Date	18-OCT-2021
Change Order	0
Change Order Date	18-OCT-2021
Revision	0
Ordered	95,352.00 USD
Requisition Number	KHOD-500822-22
Solicitation Number	

All packing slips, invoices, and correspondence must reference the purchase order number.

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202

Supplier
Groundwork Jacksonville Inc.
P.O. Box 13295
JACKSONVILLE, FL 32206

Bill To
City of Jacksonville
117 West Duval Street, Suite 375
JACKSONVILLE, FL 32202

Ship To
Kids Hope Alliance
1095 A Philip Randolph Blvd
JACKSONVILLE, FL 32206 US

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
21806	**Net 30**	**Freight Prepaid**	**FOB Destination**	**Best Way**

Buyer		Deliver To Contact
Annette Leslie-Burney Email: **aburney@coj.net** Phone: **904-2558810**		**Quinn Robertson Washington** E-mail: **qrwashington@coj.net**

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Groundwork Jacksonville, Inc. for Pre-Teen/Teen Success: Afterschool and Summer Programs Contract #601882-20 Amd. #2 10901.181007.582001.000000.00000000.00000.0000000 This line references Document (Contract Purchase Agreement) POA-70020-20.	95,352.00				

Ship To
Kids Hope Alliance
1095 A Philip Randolph Blvd
JACKSONVILLE, FL 32206

Promised

Requested
10/8/21

95,352.00

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total	**95,352.00**
[redacted]	**95,352.00**

Contract Purchase Agreement Release 630952-22

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Gregory Pease, Chief, Procurement Division

Contract Purchase Agreement Release 630952-22

GENERAL CONDITIONS

1. RESERVATIONS: The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted.

Buyer reserves the right to terminate the Contract or Purchase Order at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services actually provided to the date of termination.

2. TAXES: The City of Jacksonville, Florida is exempt form the following taxes: (a) State of Florida Sales Tax by Certificate No. 26-00-107377-54C. (b) Manufacturer's Federal Excise Tax Registration No. 59-6000 344.

3. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

4. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

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a. Keep and maintain public records required by City to perform the services, and

b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law, and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City, and

d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

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17. W-9 REQUIREMENT: It is the vendor's responsibility to ensure that the City has a current W-9 on file.

18. INDEMNIFICATION:

a. The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or its using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

b. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

19. INSURANCE: Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

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23. REPORTING: The City may request, reports including but not limited to: usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

24. SUPPLIER ACCESSIBILITY: The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

#601881-20
AMD#3

THIRD AMENDMENT TO
CHILDREN'S SERVICES CONTRACT
FOR
Pre-Teen/Teen Success: Afterschool and Summer Programs

THIS THIRD AMENDMENT TO CHILDREN'S SERVICES CONTRACT (this "***Amendment***") is effective as of the 1st day of August, 2022 (the "***Effective Date***") by and between **KIDS HOPE ALLIANCE**, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("**KHA**"), and **CATHEDRAL ARTS PROJECT, INC.**, a Florida not-for-profit corporation with its principal offices at 207 North Laura Street, Suite 300, Jacksonville, Florida 32202 (the "***Contractor***").

RECITALS

WHEREAS, KHA and Contractor are parties to that certain Children's Services Contract for Pre-Teen/Teen Success: Afterschool and Summer Programs dated as of October 1, 2019, as amended by that certain First Amendment dated October 1, 2020, and as amended by that certain Second Amendment dated August 1, 2021 (City Contract #601881-20, BID #ESC-0212-20) (the "***Contract***"); and

WHEREAS, effective May 27, 2022, the City of Jacksonville's Competitive Sealed Proposal Evaluation Committee and Mayor approved the six months extension of the Contract through January 31, 2023 and an increase to the maximum indebtedness under the Contract by $54,514.00.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, the parties hereto agree as follows:

1. Recitals. The Recitals set forth above are true and correct and incorporated in this Amendment by this reference.

2. Capitalized Terms. Unless otherwise defined in this Amendment, all capitalized terms shall have the meanings given to them in the Contract.

3. Amendment to Exhibit A, Site Locations. Exhibit A, Site Locations to the Contract is deleted in its entirety and replaced with **Exhibit A, Funding Recommendations by Sites** attached to this Amendment. All references in the Agreement to Exhibit A shall hereafter mean and refer to **Exhibit A, Funding Recommendations by Sites**.

4. Amendment to Exhibit B, Site Budget. Exhibit B, (Site Budget) to the Contract is deleted in its entirety and shall be replaced with **Exhibit B, Site Budget and Budget Narratives**, attached to this Amendment. All references in the Agreement to Exhibit B shall hereafter mean and refer to **Exhibit B, Site Budget and Budget Narratives**.

5. Amendment to Compensation, Section 2 of the Contract. Section 2 of the Contract is deleted in its entirety and replaced with the following provisions:

> 2. Compensation. The Contractor shall provide the Services in accordance with the Exhibit B, Site Budgets and Budget Narratives attached to this Amendment. KHA shall pay the Contractor for services on a cost reimbursement basis as shown in the Site Budgets and Budget Narratives. Contractor acknowledges and agrees that KHA has entered into this Contract based on the representation that Contractor will provide Services for the full contract period. Contractor shall continue to provide the Services through January 31, 2023 without payment from KHA if the maximum indebtedness provided in Section 3 of this Contract has been reached. No payments will be made until all applicable deliverables are received and approved by KHA in accordance with the RFP.

6. Amendment to Maximum Indebtedness, Section 3 of the Contract. Section 3 of the Contract is deleted in its entirety and replaced with the following provisions:

> 3. Maximum Indebtedness. As required by Section 106.431, *Ordinance Code*, KHA's maximum indebtedness for all products and services under this Contract shall be an amount not to exceed the total cumulative sum of **THREE HUNDRED FORTY-SIX THOUSAND SIX HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS ($346,685.00)**. All payments to Contractor under this Contract are contingent upon the existence of lawfully appropriated funds. If funding for this Contract comes from grant funds from a funding agency not a part of the City of Jacksonville, payment by the KHA is further contingent upon KHA actually receiving such grant funds and those funds being appropriated by Jacksonville's City Council. If KHA does not receive the grant funds or City Council appropriates less than one hundred percent (100%) of the Maximum Indebtedness, Contractor agrees to execute any necessary amendments to this Contract and any other documents required by KHA within ten days of KHA's request.

7. Amendment to Term, Section 4 of the Contract. Section 4 of the Contract is deleted in its entirety and replaced with the following provision:

> 4. Term. The term of this Contract is effective as of October 1, 2019 and shall continue through January 31, 2023, unless sooner terminated as provided in this Contract.

8. Authority. Contractor represents and warrants to KHA that Contractor has full right and authority to execute and perform its obligations under this Amendment and the Contract, and Contractor and the person(s) signing this Amendment on Contractor's behalf represent and warrant to KHA that such person(s) are duly authorized to execute this Amendment on Contractor's behalf without further consent or approval by anyone. Contractor shall deliver to KHA promptly upon request all documents reasonably requested by KHA to evidence such authority.

9. Ratification of the Contract. The provisions of the Contract shall remain in full force and effect except as expressly provided in this Amendment.

10. Entire Agreement. This Amendment is the entire agreement of the parties regarding the modifications to the Contract provided herein, and supersedes all prior agreements and understandings regarding such subject matter, and may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successor, legal representatives and assigns.

11. Counterparts. This Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute one agreement.

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

IN WITNESS WHEREOF, Contractor and KHA have duly executed this Amendment as of the Effective Date.

WITNESS:

CATHEDRAL ARTS PROJECT, INC., *a Florida not-for-profit corporation*

By: _____
Kimberly L. Hyatt, CEO

WITNESS:

KIDS HOPE ALLIANCE, *a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida*

By: _____
Michael Weinstein, CEO
(Marilyn Grass on behalf of Michael Weinstein)

Encumbrance and funding information for internal City use:
Account or PO Number:

Increase Award Amount..... **$ 54,514.00**

NEW TOTAL MAXIMUM INDEBTEDNESS AMOUNT: $346,685.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

_____
Director of Finance
City Contract Number: 601881-20, Amendment #3

Form Approved:

_____
Office of General Counsel

EXHIBIT A
FUNDING RECOMMENDATION BY SITES
(Immediately following)

Exhibit A

FY 22-23 Pre-Teen / Teen Programming Funding Recommendations

Contract #	Agency	Site Name	Address	Contract Start Date FY22-23	Contract End Date FY22-23	Total Funding Period FY22-23	FY22-23 Contract Amount
601881-20	Cathedral Arts Project, Inc.			8/1/2022	1/31/2023		$54,514.00
		CAP Youth Orchestra	207 N. Laura Street Suit 300 Jacksonville, FL 32202			$31,181.00	
		Springfiled Middle School	2034 Hubbard Street Jacksonville, FL 32206			$12,592.00	
		Lavilla School of the Arts - Media Arts Program	501 N. Davis Street Jacksonville, FL 32202			$10,741.00	
Total						$ 54,514	$ 54,514

EXHIBIT B
SITE BUDGET AND NARRATIVE
(Immediately following)

Approved by L. Jordan 9/6/2

Proposing Contractor: Cathedral Arts Project
Project Name: Pre-Teen & Teen Success (OVERALL BUDGET SUMMARY)
Fiscal Year: FY22-23 City Fiscal (August 1 2022 - January 31, 2023)

Categories and Line Items	Total Cost of Program	HBA Funding	Match	Budget Narrative
Direct Expenses				For details specific to each of the five sites, please review the following pages outlining explanation of expenses per site.
A. Salaries and Wages				
Subtotal Salaries and Wages	$25,720.00	$25,720.00	$0.00	
B. Payroll Taxes and Benefits (%)				
1 FICA	$1,966.00	$1,966.00	$0.00	
2 Retirement	$0.00	$0.00	$0.00	
3 Life and Health Insurance	$837.00	$837.00	$0.00	
4 Workers Compensation	$0.00	$0.00	$0.00	
5 Unemployment Compensation	$0.00	$0.00	$0.00	
6 Other Benefits	$0.00	$0.00	$0.00	
Subtotal Payroll Taxes and Benefits	$2,803.00	$2,803.00	$0.00	
C. Program Consultants and Contractual				
1	$1,300.00	$1,300.00	$0.00	
2	$975.00	$975.00	$0.00	
Subtotal Program Consultants & Contractual	$2,275.00	$2,275.00	$0.00	
D. Travel				
1 Local Mileage	$400.00	$400.00	$0.00	
2 Staff Travel	$933.00	$933.00	$0.00	
3 Student Transportation	$0.00	$0.00	$0.00	
4 Field Trip Travel	$0.00	$0.00	$0.00	
Subtotal Travel	$1,333.00	$1,333.00	$0.00	
E. Participant Educational Materials	$8,650.00	$8,650.00	$0.00	
F. Consumable Program Supplies	$3,615.00	$3,615.00	$0.00	
G. Assistance to Participants				
1. Uniforms	$1,738.00	$1,738.00	$0.00	
Subtotal Assistance to Participants	$1,738.00	$1,738.00	$0.00	
H. Field Trip Expenses	$0.00	$0.00	$0.00	
I. Office Expenses				
1 Telephone	$400.00	$400.00	$0.00	
2 Utilities	$0.00	$0.00	$0.00	
3 Postage and Shipping	$75.00	$75.00	$0.00	
4 Supplies	$200.00	$200.00	$0.00	
5 Copying	$270.00	$270.00	$0.00	
Subtotal Office Expenses	$945.00	$945.00	$0.00	
J. Operating Capital Outlay				
1 Machinery & Equipment	$0.00	$0.00	$0.00	
2 Computers & Software	$0.00	$0.00	$0.00	
Subtotal Operating Capital Outlay	$0.00	$0.00	$0.00	
K. Lease/Rent				
1 Equipment	$0.00	$0.00	$0.00	
2 Building	$3,900.00	$3,900.00	$0.00	
Subtotal Lease/Rent	$3,900.00	$3,900.00	$0.00	
L. Maintenance	$500.00	$500.00	$0.00	
M. Insurance	$1,250.00	$1,250.00	$0.00	
N. Conferences and Staff Training	$250.00	$250.00	$0.00	
O. Membership Fees and Subscriptions	$960.00	$960.00	$0.00	
P. Advertising	$75.00	$75.00	$0.00	
Q. Food (limit to 2% of budget)	$500.00	$500.00	$0.00	
R. Other Allowable Costs				
Subtotal Other Allowable Costs	$0.00	$0.00	$0.00	
DIRECT EXPENSES TOTAL	$54,514.00	$54,514.00	$0.00	
Administrative Expenses				
Allocated Management and General Overhead, not to exceed 10% Program Direct Expenses above	$0.00	$0.00	$0.00	
GRAND TOTAL (Direct and Administrative Expenses)	$54,514.00	$54,514.00	$0.00	

Proposing Contractor: Cathedral Arts Project
Project Name: CAP Youth Orchestra
Fiscal Year: FY22-23 City Fiscal (August 1 2022 - January 31, 2023)

Categories and Line Items	Total Cost of Program	SOA Request	Match	Budget Narrative
Direct Expenses				
A. Salaries and Wages				
1. Strings Teaching Artist Fellow	$4,000.00	$4,000.00	$0.00	Provide instruction of youth orchestra, planning, performances, meetings, and training (FTE; 10% of annual)
2. Orchestra Assistant	$1,250.00	$1,250.00	$0.00	Assist Strings Teaching Artist Fellow in youth orchestra programming (rehearsals, performances, instrument inventory, and related work) (FTE; 100%)
3. VP of Programs	$2,718.00	$2,718.00	$0.00	Management and Oversight of Program (FTE; 3% of annual)
4. CFAO	$1,650.00	$1,650.00	$0.00	Management of Financials & Compliance with Funder Requirements (FTE; 2% of annual)
5. Student Data & Evaluation Manager	$838.00	$838.00	$0.00	Program Data Reporting & Submission (FTE; 2% of annual)
Subtotal Salaries and Wages	$10,454.00	$10,454.00	$0.00	
B. Payroll Taxes and Benefits (%)				
1. FICA	$799.00	$799.00	$0.00	Payroll Taxes for above-mentioned staff Strings Teaching Artist Fellow: $306 (FTE; 10%) Orchestra Assistant: $95 (PTE; 100%) VP of Programs: 208 (FTE, 3%) CFAO: $118 (FTE; 2%) Student Data & Evaluation Manager: $72 (FTE; 2%)
2. Retirement	$0.00	$0.00	$0.00	
3. Life and Health Insurance	$837.00	$837.00	$0.00	Health Insurance Premium for Strings Teaching Artist Fellow (10% of annual)
4. Workers Compensation	$0.00	$0.00	$0.00	
5. Unemployment Compensation	$0.00	$0.00	$0.00	
6. Other Benefits	$0.00	$0.00	$0.00	
Subtotal Payroll Taxes and Benefits	$1,636.00	$1,636.00	$0.00	
C. Program Consultants and Contractual				
1. Small Ensemble Student Performers	$1,000.00	$1,000.00	$0.00	Payments to Small Ensemble Orchestra for Performances
Subtotal Program Consultants & Contractual	$1,000.00	$1,000.00	$0.00	
D. Travel				
1 Local Mileage	$400.00	$400.00	$0.00	Travel Stipend for Strings Teaching Artist Fellow (travel to meetings, instrument delivery, performances)
2 Staff Travel	$933.00	$933.00	$0.00	Strings Teaching Artist Fellow Conference Lodging & Transportation
3 Student Transportation	$0.00	$0.00	$0.00	
4 Field Trip Travel	$0.00	$0.00	$0.00	
5 Other Travel	$0.00	$0.00	$0.00	
Subtotal Travel	$1,333.00	$1,333.00	$0.00	
E. Participant Educational Materials	$8,650.00	$8,650.00	$0.00	Instruments, Music Stands, Instrument Supplies and Storage - 6 Violins x $325: $1,950 - 2 Violas x $350: $700 - 1 Bass x $990: $990 - 3 Cello x $820: $2,460 - 7 Shoulder Rests x $14: $98 - 10 Rosin x $5: $50 - 4 Rockstops x $15: $60 - 24 Music Stands x 30: $720 - Strings: $620 - Storage: $350 - Folding Chairs - $852
F. Consumable Program Supplies	$500.00	$500.00	$0.00	Sheet Music & Orchestra Supplies
G. Assistance to Participants				
1. Uniforms	$1,338.00	$1,338.00	$0.00	T-shirts and Performance attire for Orchestra, Strings Teaching Artist Fellow, and Orchestra Assistant
Subtotal Assistance to Participants	$1,338.00	$1,338.00	$0.00	
H. Field Trip Expenses	$0.00	$0.00	$0.00	
I. Office Expenses				
1 Telephone	$300.00	$300.00	$0.00	IT Services & Maintenance for Data Backup & Security, Email & Communication Services $300
2 Utilities	$0.00	$0.00	$0.00	
3 Postage and Shipping	$75.00	$75.00	$0.00	Postage and Courier Services
4 Supplies	$100.00	$100.00	$0.00	Administrative Office Supplies
5 Copying	$120.00	$120.00	$0.00	Copying & Printing
Subtotal Office Expenses	$595.00	$595.00	$0.00	
J. Operating Capital Outlay				
1 Machinery & Equipment	$0.00	$0.00	$0.00	
2 Computers & Software	$0.00	$0.00	$0.00	
Subtotal Operating Capital Outlay	$0.00	$0.00	$0.00	
K. Lease/Rent				
1 Equipment	$0.00	$0.00	$0.00	
2 Building	$3,900.00	$3,900.00	$0.00	Rehearsal Space Rental: $1,500 (6 mo) Storage Space Rental: $2,400 (6 mo)
Subtotal Lease/Rent	$3,900.00	$3,900.00	$0.00	
L. Maintenance	$500.00	$500.00	$0.00	Instrument Repair & Maintenance Costs: $500
M. Insurance	$450.00	$450.00	$0.00	Liability Insurance
N. Conferences and Staff Training	$250.00	$250.00	$0.00	Strings Teaching Artist Fellow Professional Development Conference Fee (FMEA)
O. Membership Fees and Subscriptions	$0.00	$0.00	$0.00	
P. Advertising	$75.00	$75.00	$0.00	Printing, Design, Photography, Program Collateral
Q. Food (limit to 2% of budget)	$500.00	$500.00	$0.00	Refreshments for Orchestra Ensemble Performances: $275 Strings Teaching Artist Fellow Conference Meals: $225
R. Other Allowable Costs				
Subtotal Other Allowable Costs	$0.00	$0.00	$0.00	
DIRECT EXPENSES TOTAL	$31,181.00	$31,181.00	$0.00	
Administrative Expenses				
Allocated Management and General Overhead, not to exceed 10% Program Direct Expenses	$0.00	$0.00	$0.00	
GRAND TOTAL (Direct and Administrative Expenses)	$31,181.00	$31,181.00	$0.00	

Proposing Contractor: Cathedral Arts Project
Project Name: Springfield Middle School
Fiscal Year: FY22-23 City Fiscal (August 1 2022 - January 31, 2023)

Categories and Line Items	Total Cost of Program	Requested Funding	Match	Budget Narrative
Direct Expenses				
A. Salaries and Wages				
1 Visual Arts Teaching Artist Instructor	$2,206.00	$2,206.00	$0.00	Provide visual arts instruction, curriculum planning, attend exhibitions, meetings and trainings (PTE, 100%)
2 Classroom Assistant	$0.00	$0.00	$0.00	
3 VP of Programs	$2,716.00	$2,716.00	$0.00	Management and Oversight of Program (FTE, 3% of annual)
4 CFAO	$1,550.00	$1,550.00	$0.00	Management of Financials & Compliance with Funder Requirements (FTE, 2% of annual)
5 Student Data & Evaluation Manager	$938.00	$938.00	$0.00	Program Data Reporting & Submission (FTE, 2% of annual)
Subtotal Salaries and Wages	$7,410.00	$7,410.00	$0.00	
B. Payroll Taxes and Benefits (%)				
1 FICA	$567.00	$567.00	$0.00	Teaching Artist $168 (PTE; 100%) VP of Programs: $207 (FTE; 3%) CFAO: $118 (FTE, 2%) Student Data & Evaluation Manager: $72 (FTE: 2%)
2 Retirement	$0.00	$0.00	$0.00	
3 Life and Health Insurance	$0.00	$0.00	$0.00	
4 Workers Compensation	$0.00	$0.00	$0.00	
5 Unemployment Compensation	$0.00	$0.00	$0.00	
6 Other Benefits	$0.00	$0.00	$0.00	
Subtotal Payroll Taxes and Benefits	$567.00	$567.00	$0.00	
C. Program Consultants and Contractual				
1 Guest Artist	$150.00	$150.00	$0.00	Provide guest artist experience to Springfield Middle School Visual Arts Students
2 Site Assistant	$975.00	$975.00	$0.00	Site Administrator to provide class assistance and supervision (65 hours)
Subtotal Program Consultants & Contractual	$1,125.00	$1,125.00	$0.00	
D. Travel				
Subtotal Travel	$0.00	$0.00	$0.00	
E. Participant Educational Materials	$0.00	$0.00	$0.00	
F. Consumable Program Supplies	$2,765.00	$2,765.00	$0.00	Classroom Supplies = 1,065 Mural and Exhibition Supplies = $1,700
G. Assistance to Participants				
1 Uniforms	$200.00	$200.00	$0.00	Student Shirts
Subtotal Assistance to Participants	$200.00	$200.00	$0.00	
H. Field Trip Expenses	$0.00	$0.00	$0.00	
I. Office Expenses				
1 Telephone	$50.00	$50.00	$0.00	IT Services & Maintenance for Data Backup & Security, Email & Communication Services
2 Utilities	$0.00	$0.00	$0.00	
3 Postage and Shipping	$0.00	$0.00	$0.00	
4 Supplies	$50.00	$50.00	$0.00	Administrative Office Supplies
5 Copying	$75.00	$75.00	$0.00	Copying & Printing
Subtotal Office Expenses	$175.00	$175.00	$0.00	
J. Operating Capital Outlay				
1 Machinery & Equipment	$0.00	$0.00	$0.00	
2 Computers & Software	$0.00	$0.00	$0.00	
Subtotal Operating Capital Outlay	$0.00	$0.00	$0.00	
K. Lease/Rent				
1 Equipment	$0.00	$0.00	$0.00	
2 Building	$0.00	$0.00	$0.00	
Subtotal Lease/Rent	$0.00	$0.00	$0.00	
L. Maintenance	$0.00	$0.00	$0.00	
M. Insurance	$350.00	$350.00	$0.00	Liability Insurance
N. Conferences and Staff Training	$0.00	$0.00	$0.00	
O. Membership Fees and Subscriptions	$0.00	$0.00	$0.00	
P. Advertising	$0.00	$0.00	$0.00	
Q. Food (limit to 2% of budget)	$0.00	$0.00	$0.00	
R. Other Allowable Costs				
Subtotal Other Allowable Costs	$0.00	$0.00	$0.00	
DIRECT EXPENSES TOTAL	$12,592.00	$12,592.00	$0.00	
Administrative Expenses				
Allocated Management and General Overhead not to exceed 10% Program Direct Expenses	$0.00	$0.00	$0.00	
GRAND TOTAL (Direct and Administrative Expenses)	$12,592.00	$12,592.00	$0.00	

FY 22-23 Scope of Services – 12/9/22	
ESC	**Agency**
Pre-Teen/Teen	The Performer's Academy, Inc.

FY22-23 Contract Year: 2/1/23-7/31/23

Funding for FY22-23: $63,296.00

Number of Children/Youth Served During 21/22: 142

Number of Proposed Children/Youth 22/23: 150

Description of Services:
The Performers Academy (TPA) offers Squad Goals Teen Studio as an after-school initiative that interrupts cycles of trauma through performance and visual arts. This program meets the unique needs of at-hope teens between the ages of 13 - 18 who are often disengaged from and missing out on meaningful relationships within their community at large. Teens are a challenging age group to target for after-school programs because those programs are often geared for elementary and middle school aged children.

Impact of Services:
The teens that attend our program are working on a craft (singing, dancing, making music...) while also engaging in social emotional learning. They are improving their communication skills by working with others in small groups, learning performance skills, experience positive peer support and empathy. Many teens that come to us are not able to relate to others, and this is the only opportunity they have to safely express themselves and be themselves.

Teens are more confident and self-aware after participating in our program. They develop new coping mechanisms for depression and anger, and find new healthy ways to relate to others.

Outcomes Achieved FY21-22:
Improved Mental Health Self-Awareness

Learned coping mechanisms and means of self-expression

Social Emotional Learning, including ways to manage their own emotions and learning how to show empathy and support of peers

Proposed Outcomes FY22-23:

The Contractor must submit client performance measure data, in the SAMIS Performance Measure (PM) Module, within the time frames specified by KHA. The Contractor shall also report any barriers experienced in performance measure achievement, as required. The report should also include any noteworthy activities that have occurred during the term of this Agreement, as requested.

DESIRED RESULT: Improve communication skills by working with others in small groups, learning performance skills, experience positive peer support and empathy.

Results based accountability utilizes data to improve performance outcome measures to achieve the desired customer result. When applied, performance measurement answers the following key questions:

Key Question	Performance	Council Goal	Evaluation Tool	Admin Schedule
How Much Did We Do?	% Of contracted participants actually served	95%	SAMIS Data	Analyzed on Semi-Annual Schedule
	% Of funded allocation utilized	95%	SAMIS Data	Analyzed on Semi-Annual Schedule
How Well Did We Do It?	Program Services Monitoring	Meets Expectations	Monitoring and Site Visits	Annually
	Data Integrity	95%	SAMIS Analysis of Outcomes Report	Analyzed on Semi-Annual Schedule
Is Anybody Better Off?	80% improved mental health in attendees	80%	Survey	End of Program
	Improved social skills for all attendees	100%	Survey	End of Program
	Increased Self-worth amongst teens	80%	Survey	End of Program

Obstacles Faced in 21/22 and How They Were Addressed:

We continue to face the challenge of getting students here. We have attempted to partner with the schools to get activity buses to drop students here, or at least let the students ride the bus to our location as an activity bus (need to get permission to do so). We are working with Durham School Services to see if we can manage this for January.

Based on Experience in 21/22, Changes, Additions, or General Improvements to Be Made in 22/23:

We will expand the number of teens we have attend our programs at our location, while we continue our outbound program in Alternative Schools.

We will have back up teaching artists for last minute emergencies when we are short teaching artists.

We will allow students to start mid year.

Letter of Intent
Agency Award Information: FY22-23

ESC	Contract #	Agency
Pre-Teen/Teen	10734	The Performer's Academy, Inc.

The above-mentioned contract has been renewed for the FY 22-23 year with the terms below.

FY22-23 Contract Term: 2/1/23-7/31/23

Funding for FY22-23: $63,296.00

A Request for Renewal was generated by Kids Hope Alliance and completed by the contractor. The application was then reviewed, negotiated (if necessary) and approved by KHA. The following individual was listed as the contact person for contract correspondence.

Agency Contact
Name: Kathryn McAvoy
Title: President
E-mail: kdmcavoy@gmail.com
Phone: 904-422-0036

The RFR included information about the program's outcomes along with proposed changes, additions, or general improvements to be made in 22/23, based on experiences in 21/22. This information is included in the attached form and serves as documentation or scope changes, if applicable.

Approved by: Jodie Thomas
Date: 2022-12-08

THIRD AMENDMENT TO
CHILDREN'S SERVICES CONTRACT
FOR
Pre-Teen/Teen Success: Afterschool and Summer Programs

#10734
AMD #3

THIS THIRD AMENDMENT TO CHILDREN'S SERVICES CONTRACT (this "**Amendment**") is effective as of the 1st day of August 2022 (the "**Effective Date**") by and between **KIDS HOPE ALLIANCE**, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("**KHA**"), and **THE PERFORMERS ACADEMY, INC.**, a Florida not-for-profit corporation (the "**Contractor**").

RECITALS

WHEREAS, KHA and Contractor are parties to that certain Children's Services Contract for Pre-Teen/Teen Success: Afterschool and Summer Programs dated as of October 1, 2019, as amended by that certain First Amendment dated October 1, 2020, and as amended by that certain Second Amendment dated August 1, 2021 (City Contract #10734, BID #ESC-0212-20) (the "**Contract**"); and

WHEREAS, effective August 12, 2022, the City of Jacksonville's Competitive Sealed Proposal Evaluation Committee and Mayor approved the extension of the Contract through January 31, 2023, and an increase to the maximum indebtedness under the Contract by $63,296.00.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, the parties hereto agree as follows:

1. Recitals. The Recitals set forth above are true and correct and incorporated in this Amendment by this reference.

2. Capitalized Terms. Unless otherwise defined in this Amendment, all capitalized terms shall have the meanings given to them in the Contract.

3. Amendment to Exhibit A. Exhibit A to the Contract is deleted in its entirety and replaced with Exhibit A, Site Locations, attached hereto.

4. Amendment to Exhibit B. Exhibit B to the Contract is deleted in its entirety and replaced with Exhibit B, Budget and Budget Narrative, attached hereto.

5. Amendment to Compensation, Section 2 of the Contract. Section 2 of the Contract is deleted in its entirety and replaced with the following provisions:

> 2. Compensation. The Contractor shall provide the Services in accordance with the Budget and Budget Narrative attached to this Contract as Exhibit B (the "**Site Budget**"). KHA shall pay the Contractor for services on a cost reimbursement basis as shown in the Site Budget. A preteen or teen who is receiving services under any other contract funded

by KHA shall not be eligible to receive Services under this Contract. Contractor acknowledges and agrees that KHA has entered into this Contract based on the representation that Contractor will provide for the full six (6) months. Contractor shall continue to provide the Services through January 31, 2023, without payment from KHA if the maximum indebtedness provided in Section 3 of this Contract has been reached. No payments will be made until all applicable deliverables are received and approved by KHA in accordance with the RFP.

6. Amendment to Maximum Indebtedness, Section 3 of the Contract. Section 3 of the Contract is deleted in its entirety and replaced with the following provisions:

> 3. Maximum Indebtedness. As required by Section 106.431, *Ordinance Code*, KHA's maximum indebtedness for all products and services under this Contract shall be an amount not to exceed the total cumulative sum of **THREE HUNDRED EIGHTY-NINE THOUSAND TWO HUNDRED SIXTY-FOUR DOLLARS AND NO/100 CENTS ($389,264.00)**. All payments to Contractor under this Contract are contingent upon the existence of lawfully appropriated funds. If funding for this Contract comes from grant funds from a funding agency not a part of the City of Jacksonville, payment by the KHA is further contingent upon KHA actually receiving such grant funds and those funds being appropriated by Jacksonville's City Council. If KHA does not receive the grant funds or City Council appropriates less than one hundred percent (100%) of the Maximum Indebtedness, Contractor agrees to execute any necessary amendments to this Contract and any other documents required by KHA within ten days of KHA's request.

7. Amendment to Term, Section 4 of the Contract. Section 4 of the Contract is deleted in its entirety and replaced with the following provision:

> 4. Term. The term of this Contract is effective as of October 1, 2019 and shall continue through January 31, 2023, unless sooner terminated as provided in this Contract.

8. Authority. Contractor represents and warrants to KHA that Contractor has full right and authority to execute and perform its obligations under this Amendment and the Contract, and Contractor and the person(s) signing this Amendment on Contractor's behalf represent and warrant to KHA that such person(s) are duly authorized to execute this Amendment on Contractor's behalf without further consent or approval by anyone. Contractor shall deliver to KHA promptly upon request all documents reasonably requested by KHA to evidence such authority.

9. Ratification of the Contract. The provisions of the Contract shall remain in full force and effect except as expressly provided in this Amendment.

10. Entire Agreement. This Amendment is the entire agreement of the parties regarding the modifications to the Contract provided herein, and supersedes all prior agreements and understandings regarding such subject matter, and may be modified only by a writing executed by

the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successor, legal representatives and assigns.

11. Counterparts. This Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute one agreement.

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

IN WITNESS WHEREOF, Contractor and KHA have duly executed this Amendment as of the Effective Date.

WITNESS:

Stephanie Leyres

THE PERFORMERS ACADEMY, INC., *a Florida not-for-profit corporation*

By:_____
Ebony Payne, Executive Director

WITNESS:

_____

KIDS HOPE ALLIANCE, *a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida*

By:_____
Michael Weinstein, CEO

Encumbrance and funding information for internal City use:
Account or PO Number:

Increase Award Amount.....$63,296.00

NEW TOTAL MAXIMUM INDEBTEDNESS AMOUNT: $389,264.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

_____
Director of Finance
City Contract Number: 10734, Amendment 3

Form Approved:

_____
Office of General Counsel

EXHIBIT A
SITE LOCATIONS
(Immediately following)

Exhibit A
Site Locations

ESC-0212-20 Pre-Teen/Teen Success: Afterschool and Summer Programs FY22-23

Contract #	Organization	Site Name	Site Address	Contract Amount
10734 (3)	The Performer's Academy, Inc.	The Performer's Academy	3674 Beach Blvd., Jacksonville, FL 32207	$ 63,296.00

EXHIBIT B
BUDGET AND BUDGET NARRATIVE
(Immediately following)

Proposing Contractor: The Performers Academy
Project Name: The Performers Academy
Fiscal Year: 2022-2023 **August 1-January 31**

Approved 09/09/2022
TAE

Categories and Line Items	Total Cost of Program	KHA Funding	Other Funding	Budget Narrative
Direct Expenses				
A. Salaries and Wages				
1. Title -	$0.00	$0.00	$0.00	
2. Title -	$0.00	$0.00	$0.00	
3. Title -	$0.00	$0.00	$0.00	
4. Title -	$0.00	$0.00	$0.00	
5. Title -	$0.00	$0.00	$0.00	
Subtotal Salaries and Wages	$0.00	$0.00	$0.00	
B. Payroll Taxes and Benefits (%)				
1 FICA	$0.00	$0.00	$0.00	
2 Retirement	$0.00	$0.00	$0.00	
3 Life and Health Insurance	$0.00	$0.00	$0.00	
4 Workers Compensation	$0.00	$0.00	$0.00	
5 Unemployment Compensation	$0.00	$0.00	$0.00	
6 Other Benefits	$0.00	$0.00	$0.00	
Subtotal Payroll Taxes and Benefits	$0.00	$0.00	$0.00	
C. Program Consultants and Contractual				
1 Administrative Salaries	$28,450.00	$21,337.50	$7,112.50	KHA will fund 75% of administrative payments which includes Executive Director, Community Engagement Coordinator, and Program Assistant.
2 Program Counsultants	$10,647.34	$3,240.00	$7,407.34	KHA will fund 41% of consuntlant fees for operations support, project management, mental health counselors, and professional develepment.
3 Contracted Teaching Artists	$66,725.10	$23,302.61	$43,422.49	KHA will fund 31% of Teaching Artist payments for Squad Goals Teen Studio, Project P.O.M.E., Just Like Me, and Truth & Proof Youth Open Mic afterschool and summer initiatives.
Subtotal Program Consultants & Contractual	$105,822.44	$47,880.11	$57,942.33	
D. Travel				
1 Local Mileage	$0.00	$0.00	$0.00	
2 Staff Travel	$400.00	$0.00	$400.00	Staff traveling to locations other than our campus to facilitate programming
3 Student Transportation	$400.00	$0.00	$400.00	Buss passes, or van used to transport students
4 Field Trip Travel	$1,200.00	$0.00	$1,200.00	travel to competition or performance in other locations
Subtotal Travel	$2,000.00	$0.00	$2,000.00	
E. Participant Educational Materials	$1,000.00	$1,000.00	$0.00	Reference literature, easels, theatre props, costumes, audio and video software and hardware, musical intruments, etc.
F. Consumable Program Supplies	$900.00	$500.00	$400.00	Includes landscaping, and items such as notebooks, pens, lanyards, thumbdrives, books, paint, canvas, etc.
G. Assistance to Participants				
1	$0.00	$0.00	$0.00	
2	$0.00	$0.00	$0.00	
3	$0.00	$0.00	$0.00	

4	$0.00	$0.00	$0.00	
5	$0.00	$0.00	$0.00	
Subtotal Assistance to Participants	**$0.00**	**$0.00**	**$0.00**	
H. Field Trip Expenses	**$200.00**	**$0.00**	**$200.00**	Includes admissions and registration fees
I. Office Expenses				
1 Telephone	$2,325.00	$1,325.00	$1,000.00	Includes office and/or cell phone as well as internet charges
2 Utilities	$3,186.00	$3,186.00	$0.00	JEA
3 Postage and Shipping	$0.00	$0.00	$0.00	
4 Supplies	$600.00	$100.00	$500.00	Misc. office supplies needed for programming
5 Copying	$1,000.00	$500.00	$500.00	Worksheets, handouts, programs, surveys and other copies
Subtotal Office Expenses	**$7,111.00**	**$5,111.00**	**$2,000.00**	
J. Operating Capital Outlay				
1 Machinery & Equipment	$0.00	$0.00	$0.00	
2 Computers & Software	$5,000.00	$0.00	$5,000.00	Audio engineering computers, graphic design kiosks, etc.
Subtotal Operating Capital Outlay	**$5,000.00**	**$0.00**	**$5,000.00**	
K. Lease/Rent				
1 Equipment	$0.00	$0.00	$0.00	
2 Building	$13,600.00	$4,000.00	$9,600.00	Monthly lease, facility rental
Subtotal Lease/Rent	**$13,600.00**	**$4,000.00**	**$9,600.00**	
L. Maintenance	**$10,000.00**	**$0.00**	**$10,000.00**	Misc. maintenance to building and equipment
M. Insurance	**$1,428.00**	**$948.00**	**$480.00**	Insurance
N. Conferences and Staff Training	**$640.00**	**$0.00**	**$640.00**	Training curriculum, orientation materials, etc.
O. Membership Fees and Subscriptions	**$240.00**	**$120.00**	**$120.00**	Non-profit memberships and other subscriptions
P. Advertising	**$1,200.00**	**$0.00**	**$1,200.00**	creation of marketing material to raise awareness and funding
Q. Food (limit to 2% of budget)	**$900.00**	**$500.00**	**$400.00**	snacks for youth participants
R. Other Allowable Costs				
1. Background and Drug Screenings	$638.75	$138.75	$500.00	Level 2 background checks from Family Support Services and/or DCPS approved live scan site
	$0.00		$0.00	
	$0.00		$0.00	
	$0.00		$0.00	
Subtotal Other Allowable Costs	**$638.75**	**$138.75**	**$500.00**	
DIRECT EXPENSES TOTAL	**$150,680.19**	**$60,197.86**	**$90,482.33**	
Administrative Expenses				
Allocated Management and General Overhead, not to exceed 10% Program Direct Expenses above	$16,298.14	$3,098.14	$13,200.00	Administrative Support, Monthly pest control, Weekly deep clean of facility, Weekly emptying of campus dumpster, Monthly fee for 24hr monitoring of alarm system
GRAND TOTAL (Direct and Administrative Expenses)	**$166,978.33**	**$63,296.00**	**$103,682.33**	

Spreadsheet Instructions

1. Complete the funding period, agency information, project name and contract number at the top of the form.

2. Enter line items in categories where appropriate
   Enter line items that relate to your program in categories such as Salaries and Wages, Program Consultants, Other Consultants, Assistance to Participants and Other Allowable Costs. There are additional rows that remain accurate. are hidden if you need more than what is shown. Please unhide the rows rather than create them so that the formulas will remain accurate.

3. Enter budget amounts in the KHA Funding and Match columns (you can include here Cash Contributions as well as the value of In-kind Contributions.
   Only enter amounts in black cells. Red cells denote formulas. Please do not make any entries in red cells.

4. Enter a narrative for each line item in the cell located on the same row of that line item.
   Use only one narrative cell per line item. Type as much information in that cell to completely describe the budget for that line item.
   For cells that have lengthy narratives, you will have to widen the "row" so that it reveals all of the text of that cell.

SUBJECT: Preteen/Teen Success: Afterschool and Summer Programs

BID #: ESC-0212-20 **OPEN DATE: 8/28/19**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – October 1, 2019 through September 30, 2020, with two (2) one (1) year renewal options

AGENCY: Kids Hope Alliance

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 22 **NUMBER RECEIVED:** 20 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to ratify the period of service from August 1, 2022 to date of executed contract.

Recommend approval to extend the award by six (6) months with the providers listed in the attached Exhibit 1, and to increase the award by $119,396.00. Period of service is from date of executed contract through January 31, 2023. The revised total expenditure not to exceed $5,651,094.00.

Funding Source: 10901.181007.582001.000000.00000000.00000.0000000 - To be executed by formal contract amendment through the Office of General Counsel

Attachments: Recommendation Memo, Vendor Letter and Previous Awards

ANALYST: JACLYN STAMOS **RESPECTFULLY SUBMITTED** GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Saralyn Grass, Chief Administrative Officer, Kids Hope Alliance

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 8/11/2022

OTHER.

ACTION OF AWARDING AUTHORITY DATE 8/12/2022

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
~~For: Mayor Lenny Curry~~
Under Authority of:
Executive Order No. 2019-02

Contract Purchase Agreement POA-70615-21 Change Order 2

Agreement	POA-70615-21
Agreement Date	28-DEC-2020
Change Order	2
Change Order Date	02-SEP-2022
Revision	2
Agreement Amount	293,211.00 USD
Solicitation Number	ESC-0212-20

Sold To

City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier

The Performers Academy
3674 Beach Boulevard
JACKSONVILLE, FL 32207

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
25148	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	**End Date**		**Confirm To**	
30-Sep-2020	30-Jan-2023		Corey Sidlo CSidlo@coj.net	

This Order is subject to the General conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Gregory Pease, Chief Procurement Division

FY 22-23 Scope of Services – 12/9/22	
ESC	**Agency**
Pre-Teen/Teen	Teen Leaders of America, Inc./U-Turns, Inc.

FY22-23 Contract Year: 2/**1/22-7/31/23**

Funding for FY22-23: $189,968.00

Number of Children/Youth Served During 21/22: 254

Number of Proposed Children/Youth 22/23: 275

Description of Services:
Teen Leaders of America (TLA) afterschool program provides college and career development, academic assistance focused on high school completion, access to part-time jobs, socio-emotional development, and scholarships. Target audience includes middle and high school students. TLA partners with Pelocity and Bridge Builders United curriculum to administer a Pre/Post questionnaire given to each student to determine academic, college and career interest; and to align the students with their vocational career interest and/or certification. Teen Leaders partners with the Mayor's Youth at Work program to offer part-time jobs year-round. In 2021-2022, TLA granted over $5,000 in scholarships, stipends, and certifications training to youth in the entrepreneurship enrichment program (students developing their own businesses) and graduating seniors.

Impact of Services:
100% of high school seniors enrolled are on track for graduation with a planned college or career path after high school. Over 150 teens explored at least 10 college or career options. On the average, each student completed 50 community service hours. Juniors and Seniors completed paid internships thru a Teen Leaders of America and Mayor's Youth at Work partnership.

Outcomes Achieved FY21-22:
100% of youth remained free from harm during programming time. No reported incidents.

100% of seniors are on track for graduation and have chosen a college or career path.

On a scale of 1-5 (5 being the highest), 86% of parents and students rated Teen Leaders a 5.

Proposed Outcomes FY22-23:

The Contractor must submit client performance measure data, in the SAMIS Performance Measure (PM) Module, within the time frames specified by KHA. The Contractor shall also report any barriers experienced in performance measure achievement, as required. The report should also include any noteworthy activities that have occurred during the term of this Agreement, as requested.

DESIRED RESULT: High school seniors enrolled are on track for graduation with a planned college or career path after high school

Results based accountability utilizes data to improve performance outcome measures to achieve the desired customer result. When applied, performance measurement answers the following key questions:

Key Question	Performance	Council Goal	Evaluation Tool	Admin Schedule
How Much Did We Do?	% Of contracted participants actually served	95%	SAMIS Data	Analyzed on Semi-Annual Schedule
	% Of funded allocation utilized	95%	SAMIS Data	Analyzed on Semi-Annual Schedule
How Well Did We Do It?	Program Services Monitoring	Meets Expectations	Monitoring and Site Visits	Annually
	Data Integrity	95%	SAMIS Analysis of Outcomes Report	Analyzed on Semi-Annual Schedule
Is Anybody Better Off?	Students will be promoted to the next grade	80%	End of year report	Annually
	Students will complete career assessments.	80%	Pelocity	Quarterly
	Seniors on track for graduation.	80%	Report Card Grades	Quarterly

Obstacles Faced in 21/22 and How They Were Addressed:
(1.) Gradual increase in student attendance since the pandemic (approximately 70% attendance reduction during the pandemic). At the start of the pandemic, schools immediately switched to virtual learning. All on-site afterschool programming stopped. As schools have returned to on-site learning, afterschool activities have increased. As a result, attendance increased by 40% from the beginning of the pandemic. Attendance increased in 2021 and 2022. (2.) Decreased budget usage - due to the decrease in student participation resulting from the pandemic, Teen Leaders did not utilize all funds awarded for 2020; but increased usage in 2021 and 2022.

Based on Experience in 21/22, Changes, Additions, or General Improvements to Be Made in 22/23:
Partner with Pelocity to implement career assessments to be completed by each youth enrolling into Teen Leaders programming. Create one community site where all Duval County middle and high school teens can participate in Teen Leaders programming during the school year - regardless of their home school assignment.

KIDS HOPE ALLIANCE

Letter of Intent
Agency Award Information: FY22-23

ESC	Contract #	Agency
Pre-Teen/ Teen	10327-05	Teen Leaders of America, Inc./U-Turns, Inc.

The above-mentioned contract has been renewed for the FY 22-23 year with the terms below.

FY22-23 Contract Term: 2/1/22-7/31/23

Funding for FY22-23: $189,968.00

A Request for Renewal was generated by Kids Hope Alliance and completed by the contractor. The application was then reviewed, negotiated (if necessary) and approved by KHA. The following individual was listed as the contact person for contract correspondence.

Agency Contact
Name: Marcia Brown
Title: Executive Director
E-mail: marcia.brown@teenleadersofamerica.com
Phone: 904-307-8567

The RFR included information about the program's outcomes along with proposed changes, additions, or general improvements to be made in 22/23, based on experiences in 21/22. This information is included in the attached form and serves as documentation or scope changes, if applicable.

Approved by:
Date:

FY 22-23 Scope of Services – 12/9/22	
Agency	
Fresh Ministries, Inc.	

FY22-23 Contract Year: 2/1/23-7/31/23

Funding for FY22-23: $56,100

Number of Children/Youth Served During 21/22: 78

Number of Proposed Children/Youth 22/23: 60

Description of Services:
Fresh Futures has the following four primary goals: 1) Improved Personal Empowerment and Well-Being – helping students take charge of their lives by improving self-esteem and access to resources that improve quality of life. 2) Academic and Educational Achievement and Success – through individual and group collaborative and cooperative learning structures that are culturally sensitive to the student and accelerate student involvement, improved performance, and academic exploration. 3) Life Skills and Job Readiness – through career counseling, coaching and job-readiness workshops that help at-risk youth gain the basic knowledge and skills needed for entry into high school, post-secondary education and/or the job market. 4) Family and Civic Leadership and Engagement – enhancing community through mentorship, leadership development, improved communication, family and network support and empowering youth to become proactive members of their community.

Impact of Services:
125 total workshops/events/outings from August 1, 2021 to July 31, 2022: 10 Fresh Family Events, 60 Literacy Activities, 5 Community Engagement Events, 2 College Tours, 12 Educational Outings, 38 Character and Leadership Development Workshops & Enrichment Sessions and 24 Work Readiness Trainings.

Outcomes Achieved FY21-22:
100% Grade Promotion/Graduation/no behavioral referrals.

93% of participant population maintained at least 2.5 GPA.

100% of participant population received case management, academic counseling, mentoring, nutrition education, affirmed college or career readiness, participated in life skills training and completed leadership development and community service/civic engag

Proposed Outcomes FY22-23:

The Contractor must submit client performance measure data, in the SAMIS Performance Measure (PM) Module, within the time frames specified by KHA. The Contractor shall also report any barriers experienced in performance measure achievement, as required. The report should also include any noteworthy activities that have occurred during the term of this Agreement, as requested.

DESIRED RESULT: Workshops/events/outings (Fresh Family Events, Literacy Activities, Community Engagement Events, College Tours, Educational Outings, Character and Leadership Development Workshops & Enrichment Sessions and Work Readiness Trainings)

Results based accountability utilizes data to improve performance outcome measures to achieve the desired customer result. When applied, performance measurement answers the following key questions:

Key Question	Performance	Council Goal	Evaluation Tool	Admin Schedule
How Much Did We Do?	% Of contracted participants actually served	95%	SAMIS Data	Analyzed on Semi-Annual Schedule
	% Of funded allocation utilized	95%	SAMIS Data	Analyzed on Semi-Annual Schedule
How Well Did We Do It?	Program Services Monitoring	Meets Expectations	Monitoring and Site Visits	Annually
	Data Integrity	95%	SAMIS Analysis of Outcomes Report	Analyzed on Semi-Annual Schedule
Is Anybody Better Off?	80% Grade Promotion / Graduation	80%	End of Year Report	Annually
	80% of participants maintain at least 2.5 GPA	80%	Quarterly Report	Quarterly
	80% of participants receive case management/counse	80%	Quarterly Report	Quarterly

Obstacles Faced in 21/22 and How They Were Addressed:

The main obstacle holding FreshFutures back is funding. Our program centers on "life after high school" which incorporates career pathway planning, internships, and employment. In order to support the summer employment (paid) work experience, we rely on external funding sources to help

with student internship stipends, job coached and an employability coach. Especially with the rise in minimum wage, this is a huge obstacle.

Based on Experience in 21/22, Changes, Additions, or General Improvements to Be Made in 22/23: FreshMinistries does not have any proposed changes to programming from last year because we were able to meet and exceed all program expectations.

KIDS HOPE ALLIANCE

Letter of Intent
Agency Award Information: FY22-23

ESC	Contract #	Agency
Pre-Teen/Teen	7810-32	Fresh Ministries, Inc.

The above-mentioned contract has been renewed for the FY 22-23 year with the terms below.

FY22-23 Contract Term: 2/1/23-7/31/23

Funding for FY22-23: $56,100.00

A Request for Renewal was generated by Kids Hope Alliance and completed by the contractor. The application was then reviewed, negotiated (if necessary) and approved by KHA. The following individual was listed as the contact person for contract correspondence.

Agency Contact
Name: Michelle Harcourt
Title: Executive Director, Weaver Community Center Initiatives
E-mail: mharcourt@freshministries.org
Phone: 904-738-0739

The RFR included information about the program's outcomes along with proposed changes, additions, or general improvements to be made in 22/23, based on experiences in 21/22. This information is included in the attached form and serves as documentation or scope changes, if applicable.

Approved by: Tousha Allen
Date: 2022-12-08

Amd. #3
7810-32

THIRD AMENDMENT TO
CHILDREN'S SERVICES CONTRACT
FOR
Pre-Teen/Teen Success: Afterschool and Summer Programs

THIS THIRD AMENDMENT TO CHILDREN'S SERVICES CONTRACT (this "***Amendment***") is effective as of the 1st day of August 2022 (the "***Effective Date***") by and between **KIDS HOPE ALLIANCE**, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("***KHA***"), and **FRESH MINISTRIES, INC.**, a Florida not-for-profit corporation (the "***Contractor***").

RECITALS

WHEREAS, KHA and Contractor are parties to that certain Children's Services Contract for Pre-Teen/Teen Success: Afterschool and Summer Programs dated as of October 1, 2019, as amended by that certain First Amendment dated October 1, 2020, and as amended by that certain Second Amendment dated August 1, 2021 (City Contract #7810-32, BID #ESC-0212-20) (the "***Contract***"); and

WHEREAS, effective August 12, 2022, the City of Jacksonville's Competitive Sealed Proposal Evaluation Committee and Mayor approved the extension of the Contract through January 31, 2023, and an increase to the maximum indebtedness under the Contract by $56,100.00.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, the parties hereto agree as follows:

1. Recitals. The Recitals set forth above are true and correct and incorporated in this Amendment by this reference.

2. Capitalized Terms. Unless otherwise defined in this Amendment, all capitalized terms shall have the meanings given to them in the Contract.

3. Amendment to Exhibit A. Exhibit A to the Contract is deleted in its entirety and replaced with Exhibit A, Site Locations, attached hereto.

4. Amendment to Exhibit B. Exhibit B to the Contract is deleted in its entirety and replaced with Exhibit B, Budget and Budget Narrative, attached hereto.

5. Amendment to Compensation, Section 2 of the Contract. Section 2 of the Contract is deleted in its entirety and replaced with the following provisions:

> 2. Compensation. The Contractor shall provide the Services in accordance with the Budget and Budget Narrative attached to this Contract as Exhibit B (the "***Site Budget***"). KHA shall pay the Contractor for services on a cost reimbursement basis as shown in the Site Budget. A preteen or teen who is receiving services under any other contract funded

by KHA shall not be eligible to receive Services under this Contract. Contractor acknowledges and agrees that KHA has entered into this Contract based on the representation that Contractor will provide for the full six (6) months. Contractor shall continue to provide the Services through January 31, 2023, without payment from KHA if the maximum indebtedness provided in Section 3 of this Contract has been reached. No payments will be made until all applicable deliverables are received and approved by KHA in accordance with the RFP.

6. Amendment to Maximum Indebtedness, Section 3 of the Contract. Section 3 of the Contract is deleted in its entirety and replaced with the following provisions:

> 3. Maximum Indebtedness. As required by Section 106.431, *Ordinance Code*, KHA's maximum indebtedness for all products and services under this Contract shall be an amount not to exceed the total cumulative sum of **THREE HUNDRED FORTY-THREE THOUSAND NINE HUNDRED SIXTY-TWO DOLLARS AND NO/100 CENTS ($343,962.00)**. All payments to Contractor under this Contract are contingent upon the existence of lawfully appropriated funds. If funding for this Contract comes from grant funds from a funding agency not a part of the City of Jacksonville, payment by the KHA is further contingent upon KHA actually receiving such grant funds and those funds being appropriated by Jacksonville's City Council. If KHA does not receive the grant funds or City Council appropriates less than one hundred percent (100%) of the Maximum Indebtedness, Contractor agrees to execute any necessary amendments to this Contract and any other documents required by KHA within ten days of KHA's request.

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8. Authority. Contractor represents and warrants to KHA that Contractor has full right and authority to execute and perform its obligations under this Amendment and the Contract, and Contractor and the person(s) signing this Amendment on Contractor's behalf represent and warrant to KHA that such person(s) are duly authorized to execute this Amendment on Contractor's behalf without further consent or approval by anyone. Contractor shall deliver to KHA promptly upon request all documents reasonably requested by KHA to evidence such authority.

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10. Entire Agreement. This Amendment is the entire agreement of the parties regarding the modifications to the Contract provided herein, and supersedes all prior agreements and understandings regarding such subject matter, and may be modified only by a writing executed by

the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successor, legal representatives and assigns.

11. Counterparts. This Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute one agreement.

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

IN WITNESS WHEREOF, Contractor and KHA have duly executed this Amendment as of the Effective Date.

WITNESS:

Debra Dunn

FRESH MINISTRIES, INC., *a Florida not-for-profit corporation*

By: _____
Robert V. Lee, III, Chairman and CEO

WITNESS:

_____

KIDS HOPE ALLIANCE, *a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida*

By: _____
Michael Weinstein, CEO

Encumbrance and funding information for internal City use:
Account or PO Number:

Increase Award Amount.....$56,100.00

NEW TOTAL MAXIMUM INDEBTEDNESS AMOUNT: $343,962.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

_____
Director of Finance
City Contract Number: 7810-32, Amendment 3

Form Approved:

_____
Office of General Counsel

EXHIBIT A
SITE LOCATIONS
(Immediately following)

Exhibit A - Pre-Teen and Teen FY2022-2023
Funding Recommendation

Contract #	Organization	Program	Site Location	Contract Start Date	Contract End Date	Contract Total
7810-32	Fresh Ministries, Inc.	Fresh Futures	1131 N Laura Street Jacksonville, FL 32206	8/1/2022	1/31/2023	$56,100.00
						$56,100.00

EXHIBIT B
BUDGET AND BUDGET NARRATIVE
(Immediately following)

Proposing Contractor: FreshMinistries
Project Name: Fresh Futures Youth Program
Fiscal Year: 2022-2023

9/20/22 Approved by JR

Categories and Line Items	6 month Cost of Program	KHA Funding	Other Funding	Budget Narrative
Direct Expenses				
A. Salaries and Wages				
1 Program Coordinator (FT)	$22,500.00	$22,500.00	$0.00	Fresh Futures Program Coordinator - full-time year around to coordinate case management, mentorship, workforce and vocational training and development, service learning, education support services, follow-up, quality assurance,etc.
2. Title -				
3. Title -	$0.00	$0.00	$0.00	
4. Title -	$0.00	$0.00	$0.00	
5. Title -	$0.00	$0.00	$0.00	
Subtotal Salaries and Wages	$22,500.00	$22,500.00	$0.00	
B. Payroll Taxes and Benefits (7.65 %)				
1 FICA	$1,721.25	$1,721.25	$0.00	$3,442.50
2 Retirement	$0.00	$0.00	$0.00	
3 Life and Health Insurance	$2,508.00	$2,508.00	$0.00	$5,016
4 Workers Compensation	$396.00	$396.00	$0.00	$792
5 Unemployment Compensation	$172.13	$172.13	$0.00	$344.25
6 Other Benefits	$0.00	$0.00	$0.00	
Subtotal Payroll Taxes and Benefits	$4,797.38	$4,797.38	$0.00	
C. Program Consultants and Contractual				
1 Licensed Mental Health Counselor	$29,591.50	$6,500.00	$23,091.50	(1) Licensed Mental Health Counselor to help FreshFutures students and their family with mental health counseling. $50/hour @ 5 hours a week.
2 Enrichment Specialists - Summer Wages	$0.00			50 students, $11/hour @ 120 hours each (minimum wage of $11 goes into effect 9/30/22). Summer work experience will take place Monday - Thursday, 9am -1pm; or, not to exceed 4 working hours per day for 6 weeks. Workshops will be held on Fridays.
3 Heath and Nutrition Enrichment Facilitator	$7,280.00	$7,280.00	$0.00	Facilitator dedicated to working with FreshFutures and teaching the students basic kitchen skills necessary for life outside the home. Health and wellness, healthy eating initiative in partnership with Native Fresh Aquaponics. $35/hour @ 8 hours per week / providing at least 1 workshop/month.
4 Program Support Staff	$1,000.00	$1,000.00	$0.00	(1) 'Staff to assist the program as needed. Previous DCPS teachers trained to create and develop curriculum and program materials. Extension activities and community service project development. Assist with summer employment initiative and recruiting employer partners.
5	$0.00	$0.00	$0.00	
Subtotal Program Consultants & Contractual	$37,871.50	$14,780.00	$23,091.50	
D. Travel				
1 Local Mileage	$0.00	$0.00	$0.00	
2 Staff Travel	$0.00	$0.00	$0.00	
3 Student Transportation	$0.00	$0.00	$0.00	
4 Field Trip Travel	$3,500.00	$1,000.00	$2,500.00	Field Trips: College Tours, Tallahassee State Capital
Subtotal Travel	$3,500.00	$1,000.00	$2,500.00	
E. Participant Educational Materials	$3,187.29	$1,500.00	$1,687.29	Curriculum
F. Consumable Program Supplies	$7,550.62	$6,400.62	$1,150.00	Pens, paper, file folders, programming supplies,service learning materials, hands on projects, service activities materials
G. Assistance to Participants				

1	$0.00	$0.00	$0.00	
2	$0.00	$0.00	$0.00	
3	$0.00	$0.00	$0.00	
4	$0.00	$0.00	$0.00	
5	$0.00	$0.00	$0.00	
Subtotal Assistance to Participants	$0.00	$0.00	$0.00	
H. Field Trip Expenses	$2,000.00	$1,000.00	$1,000.00	Field Trips; College Tours, Tallahassee State Capital
I. Office Expenses				
1 Telephone	$0.00	$0.00	$0.00	
2 Utilities	$12,000.00	$0.00	$12,000.00	Approx. $2,000/month
3 Postage and Shipping	$0.00	$0.00	$0.00	
4 Supplies	$1,700.00	$0.00	$1,700.00	
5 Copying	$3,100.00	$0.00	$3,100.00	Curriculum Materials, Take Home Extension Activities & Lessons
Subtotal Office Expenses	$16,800.00	$0.00	$16,800.00	
J. Operating Capital Outlay				
1 Machinery & Equipment	$0.00	$0.00	$0.00	
2 Computers & Software	$3,180.00	$3,000.00	$180.00	Electronics to be used with program participants to engage and inspire learning. Televisions for the "teen space" area which keeps students safe and occupied between workshops or after school hours; televisions for the classrooms to sync ipads and apple products to allow students to actively be engaged in learning. Video Game consoles, games and accessories to reinforce teamwork and to keep youth occupied and content between sessions or after school hours.
Subtotal Operating Capital Outlay	$3,180.00	$3,000.00	$180.00	
K. Lease/Rent				
1 Equipment	$0.00	$0.00	$0.00	
2 Building	$21,000.00	$0.00	$21,000.00	
Subtotal Lease/Rent	$21,000.00	$0.00	$21,000.00	
L. Maintenance	$12,480.00	$0.00	$12,480.00	
M. Insurance	$21,000.00	$0.00	$21,000.00	$3500/month
N. Conferences and Staff Training	$764.50	$0.00	$764.50	
O. Membership Fees and Subscriptions	$0.00	$0.00	$0.00	
P. Advertising	$0.00	$0.00	$0.00	
Q. Food (limit to 2% of budget)	$3,205.33	$1,122.00	$2,083.33	Light refreshments for youth attending programming in excess of 2 hours.
R. Other Allowable Costs				
1	$0.00	$0.00	$0.00	
2				
3				
4	$0.00	$0.00	$0.00	
5	$0.00	$0.00	$0.00	
Subtotal Other Allowable Costs	$0.00	$0.00	$0.00	
DIRECT EXPENSES TOTAL	$159,836.61	$56,100.00	$103,736.62	
Administrative Expenses				

Allocated Management and General Overhead, not to exceed 10% Program Direct Expenses above	$0.00	$0.00	$0.00
GRAND TOTAL (Direct and Administrative Expenses)	**$159,836.61**	**$56,100.00**	**$103,736.62**

112200 1 year

56100 6 months

Spreadsheet Instructions

1. Complete the funding period, agency information, project name and contract number at the top of the form.

2. Enter line items in categories where appropriate
   Enter line items that relate to your program in categories such as Salaries and Wages, Program Consultants, Other Consultants, Assistance to Participants and Other Allowable Costs. There are additional rows that remain accurate. are hidden if you need more than what is shown. Please unhide the rows rather than create them so that the formulas will remain accurate.

3. Enter budget amounts in the KHA Funding and Match columns (you can include here Cash Contributions as well as the value of In-kind Contributions.
   Only enter amounts in black cells. Red cells denote formulas. Please do not make any entries in red cells.

4. Enter a narrative for each line item in the cell located on the same row of that line item.
   Use only one narrative cell per line item. Type as much information in that cell to completely describe the budget for that line item.
   For cells that have lengthy narratives, you will have to widen the "row" so that it reveals all of the text of that cell.

SUBJECT: Juvenile Justice Prevention and Intervention Programs

BID #: ESC-0210-20 **OPEN DATE: 8/28/19**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – October 1, 2019 through September 30, 2020, with two (2) one (1) year renewal options

AGENCY: Kids Hope Alliance

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 6 **NUMBER RECEIVED:** 11 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend the award to remove St. Paul Missionary Baptist Church of Jacksonville and to decrease the amount by $91,800.00. Total revised estimated annual expenditure is $1,710,527.00 for a total expenditure not to exceed $3,552,069.00.

Funding Source: 10901.181001.582001.000000.00000457.00000.0000000 - To be executed by formal contract amendment through the Office of General Counsel

Attachments: Recommendation Memo and Previous Awards

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
JACLYN STAMOS GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Saralyn Grass, CAO, Kids Hope Alliance

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 8/11/2022

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 8/12/2022

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____
Brian Hughes
Chief Administrative Officer
~~For: Mayor Lenny Curry~~
Under Authority of:
Executive Order No: 2019-02

CORPORATE RESOLUTION CERTIFICATION

The undersigned, Chairman of *FreshMinistries, Inc.* a Florida nonprofit corporation *("Corporation")*, does hereby certify that the following Resolutions were adopted by the Corporation at a meeting of the Board of Directors of the Corporation held on *March 22, 2022.*

RESOLVED THAT *Dr. Robert V. Lee III*, the *Chairman* of the Corporation *("Authority")* is hereby authorized and empowered to execute on behalf of the Corporation any and all Grant Agreements between the City of Jacksonville, Florida *("City")* and the Corporation for the purpose of receiving a grant from the City *("City Grant")*, and to execute any and all documents necessary in connection with the City Grant.

FURTHER RESOLVED THAT in addition to and without limiting the foregoing, that the Authority of the Corporation be, and hereby is, authorized to take, or cause to be taken, such further action, and to execute and deliver, or cause to be delivered, for and in the name and on behalf of the Corporation, all such instruments and documents as the Authority may deem appropriate in order to effectuate the City Grant and any documents or instruments executed in the accomplishment of any action or actions authorized as stated herein shall be deemed to be conclusive approval thereof by this Corporation and the binding act and obligation of this
Corporation.

DATED: *October 14, 2022*

Chairman

Contract Purchase Agreement POA-70612-21 Change Order 2

Agreement	POA-70612-21
Agreement Date	24-NOV-2020
Change Order	2
Change Order Date	17-AUG-2022
Revision	2
Agreement Amount	259,967.00 USD
Solicitation Number	ESC-0212-20

Sold To

City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier

~~Orig~~ 83,995.00
1st Amd. 91,667.00
~~2nd Amd.~~ 112,200.00
~~3rd Amd~~ 56,100.00
~~max~~ $343,962.00

Notes

Supplier Number	Payment Terms	Freight Terms	FOB
24671	Net 30	Freight Prepaid	FOB D
Start Date	**End Date**		**Contact**
30-Sep-2020	30-Jan-2023		Annet aburn 904-25

Attachments

Type	File Name or URL	Title	Description
File	ESC-0212-20 - Fresh Ministries - Contract and Amd #2.PDF	ESC-0212-20 - Fresh Ministries	
File	ESC-212-20 FIRST RENEWAL AWARD.pdf	ESC-212-20 FIRST RENEWAL AWARD	
File	ESC-0212-20 FRESH MINISTRIES CONTRACT.pdf	ESC-0212-20 FRESH MINISTRIES C	
File	ESC-0212-20 SECOND RENEWAL AWARD.pdf	ESC-0212-20 SECOND RENEWAL AWA	

Fresh Ministries, Inc.
7810-21

Original $83,995.00
(before 1Cloud)
-83,995.00
Amd. 1 $91,667.00
Amd. 2 $112,200.00
Amd. 3 $56,100.00
$259,967.00 $343,962.00

This Order is subject to the General conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Gregory Pease, Chief Procurement Division

SUBJECT: Preteen/Teen Success: Afterschool and Summer Programs

BID #: ESC-0212-20 **OPEN DATE: 8/28/19**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – October 1, 2019 through September 30, 2020, with two (2) one (1) year renewal options

AGENCY: Kids Hope Alliance

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 22 **NUMBER RECEIVED:** 20 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to ratify the period of service from August 1, 2022 to date of executed contract.

Recommend approval to extend the award by six (6) months with the providers listed in the attached Exhibit 1, and to increase the award by $119,396.00. Period of service is from date of executed contract through January 31, 2023. The revised total expenditure not to exceed $5,651,094.00.

Funding Source: 10901.181007.582001.000000.00000000.00000.0000000 - To be executed by formal contract amendment through the Office of General Counsel

Attachments: Recommendation Memo, Vendor Letter and Previous Awards

ANALYST: JACLYN STAMOS **RESPECTFULLY SUBMITTED** GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Saralyn Grass, Chief Administrative Officer, Kids Hope Alliance

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 8/11/2022

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 8/12/2022

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____ Brian Hughes
Chief Administrative Officer
~~For: Mayor Lenny Curry~~
Under Authority of:
Executive Order No. 2019-02

SUBJECT: Preteen/Teen Success: Afterschool and Summer Programs

BID #: ESC-0212-20

OPEN DATE: 8/28/19

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – October 1, 2019 through September 30, 2020, with two (2) one (1) year renewal options

AGENCY: Kids Hope Alliance

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 22 **NUMBER RECEIVED:** 20 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to correct the contract period of service from August 1, 2022 through July 31, 2023 to August 1, 2022 through January 31, 2023 with the providers listed in the attached Exhibit 1. All other terms and conditions remain the same.

Funding Source: 10901.181007.582001.000000.00000000.00000.0000000 - To be executed by formal contract amendment through the Office of General Counsel.

Attachments: Previous Award

ANALYST: _____ Ruben Ola

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Darity, Chief Program Officer, Kids Hope Alliance

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 5/26/2022

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 5/27/2022

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

SUBJECT: Preteen/Teen Success: Afterschool and Summer Programs

BID #: ESC-0212-20

OPEN DATE: 8/28/19

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – October 1, 2019 through September 30, 2020, with two (2) one (1) year renewal options

AGENCY: Kids Hope Alliance

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 22 **NUMBER RECEIVED:** 20 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to extend contract award by 6 months with the providers listed in the attached Exhibit 1 and to increase award by $292,158.00. Period of service is from August 1, 2022 through July 31, 2023. The revised total expenditure not to exceed $5,531,698.00.

Funding Source: 10901.181007.582001.000000.00000000.00000.0000000 - To be executed by formal contract amendment through the Office of General Counsel

Attachments: Recommendation Memo, Extension Request Renewal and Previous Award

ANALYST: _____ Ruben Ola

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Darity, Chief Program Officer, Kids Hope Alliance

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 5/12/2022

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 5-13-2022

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
~~Chief Administrative Officer~~
For Mayor Lenny Curry
Under Authority of
Executive Order No. 2019-0

SUBJECT: Preteen/Teen Success: Afterschool and Summer Programs

BID #: ESC-0212-20

OPEN DATE: 8/28/19

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – October 1, 2019 through September 30, 2020, with two (2) one (1) year renewal options

AGENCY: Kids Hope Alliance

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 22 NUMBER RECEIVED: 20 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to utilize the second and final renewal option with the providers listed in the attached Exhibit 1 to include a 2% COLA increase and updated insurance requirements. Period of service is from August 1, 2021 through July 31, 2022. Total revised estimated annual expenditure amount is $2,078,438.00, for a total expenditure amount not to exceed $5,239,540.00.

Funding Source: 10901.181007.582001.000000.00000000.00000.0000000 - To be executed by formal contract amendment through the Office of General Counsel

Attachments: Recommendation Memo, Vendor Letters and Previous Awards

ANALYST: Annette Burney

RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Darity, Chief Program Officer, Kids Hope Alliance

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE 7/22/2021

OTHER

ACTION OF AWARDING AUTHORITY DATE 7-26-21

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
F[illegible] Lenny Curry
L[illegible] Authority of
I[illegible] Order No. 2019-02

SUBJECT: Preteen/Teen Success: Afterschool and Summer Programs

BID #: ESC-0212-20 **OPEN DATE: 8/28/19**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – October 1, 2019 through September 30, 2020, with two (2) one (1) year renewal options

AGENCY: Kids Hope Alliance

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 22 **NUMBER RECEIVED:** 20 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to ratify the period of service from October 1, 2020 to date of contract execution. Recommend approval to utilize the first of two (2) renewal options with contractors outlined in the attached memo. Period of service is from date of award through July 31, 2021. Total revised estimated annual expenditure amount is $1,619,732.00, for a total expenditure amount not to exceed $3,161,102.00.

Funding Source: 10901.181007.582001.000000.00000000.00000.0000000 - To be executed by formal contract amendment through the Office of General Counsel

Attachments: Recommendation Memo, Vendor Letters and Previous Award (s)

ANALYST: _____ Annette Burney **RESPECTFULLY SUBMITTED** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: John Everett, Director, Pre-Teen/Teen Programs, Kids Hope Alliance

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 10/15/2020

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 10/15/20

APPROVED ✓ BH DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____ Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
~~Under Authority of:~~
Executive Order No: 2019-02

SUBJECT: Preteen/Teen Success: Afterschool and Summer Programs

BID #: ESC-0212-20

OPEN DATE: 8/28/19

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – October 1, 2019 through September 30, 2020, with two (2) one (1) year renewal options

AGENCY: Kids Hope Alliance

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 22 **NUMBER RECEIVED:** 20 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to reject Edward Waters College for failure to submit an executed Insurance Agent Acknowledgement Form (Form 3) as required in the specifications.

Recommend approval to ratify the period of service from October 1, 2019 to date of award. Recommend approval of award to the highest scoring responsive, responsible bidders outlined in the attached memo. One provider, Fresh Ministries, Inc., did not return Addenda 1 & 2. Recommend approval to waive the missing addenda as a minor irregularity. The addenda have been received. Period of service is from date of award through September 30, 2020 with two (2) one (1) year renewal options. Total expenditure amount not to exceed $1,541,370.00.

Funding Source: JCOD191ESPTP-08201 - To be executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, Tabulation and Scoring Sheet, Rejection Letter, Evaluation Matrix, Addenda

ANALYST: _____ Annette Burney

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: John Everett, Director, Pre-Teen/Teen Programs, Kids Hope Alliance

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 10/10/19

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 10/10/19

APPROVED ✓ BH DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____ Brian Hughes, Chief Administrative Officer, For: Mayor Lenny Curry, Under Authority of: Executive Order No: 2019-02