SINGLE SOURCE AWARD **BID # SS-11676-22**

Subject: Educare Program

Department: Kids Hope Alliance

Description of Purchase: Recommend approval to retroact the period of service from August 1, 2022 through date of award.

Recommend approval to extend the award to October 31, 2022 as a no cost extension to the Lutheran Services Florida, Inc. to implement the Educare program for early childhood education. This no cost extension will allow the agency to use allocated funding amount (Contract #71548-22). The not to exceed amount remains $75,000.00.

Funding Source: 10901.181001.582001.000000.00000458.00000.0000000 - To be executed by contract amendment through the Office of General Counsel

Single Source Award To: Lutheran Services Florida, Inc.

Price Justification: N/A

Total Award: $75,000.00 **Requisition #:** N/A

Attachments: Agency Memo, Previous Contract/Award

Certification as to Single Source: Dr. Saralyn Grass, CAO, Kids Hope Alliance

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Olive Wallace-Cohen

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

MEMORANDUM

KIDS HOPE ALLIANCE

TO: Gregory Pease, Chief of Procurement

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

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

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

SUBJECT: Request to Amend Contract #71548-22, Lutheran Services Florida Inc. The Educare Program for Early Learning to extend contract end date to October 31, 2022, as a no cost extension. Amendment 1.

DATE: September 8, 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) Amend Contract #71548-22: Lutheran Services Florida, Inc. The Educare Program for Early Learning to extend the contract end date to October 31, 2022, as a no cost extension. The no cost extension allows agency to use allocated funding amount.

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

KHA anticipates funding as follows:

10901	181001	582001	000000	00000458	00000	0000000

Total Funding **$75,000**

Cc: Olive Wallace Cohen, Buyer
Jessica Pitts, Director Finance
Joyce Watson, Director, Administration, Contracts, and Purchasing
Tyrica Young, Director, Research & Grant

Board of Directors

Dr. Marvin Wells
Chair

Tyra Tutor
Vice Chair & Treasurer

Rose Conry
Secretary

Rebekah Davis

Kevin Gay

Marsha Oliver

Jenny Vipperman

Board Liaisons

Duval County Public Schools

Jacksonville City Council

Jacksonville Sheriff's Office

Public Defender's Office

State Attorney's Office

Executive Staff

Mike Weinstein, J.D.
Chief Executive Officer

Saralyn Grass, Ed.D.
Chief Administrative Officer

Kenneth Darity
Chief Programs Officer

1095 A. Philip Randolph Blvd., Jacksonville, FL 32206 | (904) 255-4400 | Fax: (904) 255-4502

LUTHERAN SERVICES FLORIDA, INC.
BOARD OF DIRECTORS

AUTHORIZATION OF THE PRESIDENT/CEO, THE CHIEF STRATEGY OFFICER / CHIEF OF STAFF, THE CHIEF FINANCIAL OFFICER, THE EXECUTIVE VICE PRESIDENT OF PROGRAMS, THE CEO OF LSF HEALTH SYSTEMS, INC., THE EXECUTIVE VICE PRESIDIENT OF CHILDREN AND HEAD START SERVICES, AND/OR THE VICE PRESIDENT OF OPERATIONS FOR CHILDREN AND HEAD START SERVICES.

BE IT RESOLVED, that Samuel M. Sipes, President/CEO; Amelia Fox, Chief Strategy Officer, Chief of Staff; Bob Wydra, Chief Financial Officer; Mike Carroll, Executive Vice President of Programs; Christine Cauffield, PhD; CEO of LSF Health Systems, Inc.; Robert Bialas, Executive Vice President of Children and Head Start Services; Robert W. Haley, Corporate Counsel; and Marie Mason, PhD, Vice President of Operations for Children and Head Start Services, are authorized and directed to enter into and execute all contracts for services to include invoices, amendments, and any other items that relate to the contract on behalf of Lutheran Services Florida, Inc.

Such contracts shall include, but are not limited to, the Department of Juvenile Justice of the State of Florida, Florida Network of Children & Family Services, Department of Children and Families of the State of Florida, Department of Health of the State of Florida, U.S. Department of Health and Human Services, United Way, Eckerd Connects, Children's Network of Southwest Florida, Childnet, Inc., Sarasota County, Lutheran Church Missouri Synod, Evangelical Lutheran Church in America, Children's Services Council, Lee County, South Florida Workforce Investment Board aka CareerSource South Florida, Lakeview Center, Lutheran Disaster Response, Hillsborough County Head Start/Early Head Start, Early Learning Coalitions and Lutheran Immigration & Refugee Services, Partnership for Strong Families, Safe Children Coalition, Inc., University of South Florida, Family Endeavors, Inc. dba Endeavors and Youth Co-Op, Inc.

IN WITNESS WEREOF, this certificate was executed on 10/21/2021.

Frederick G Kraegel

Frederick G. Kraegel
Chairman of the Board
Lutheran Services Florida, Inc.

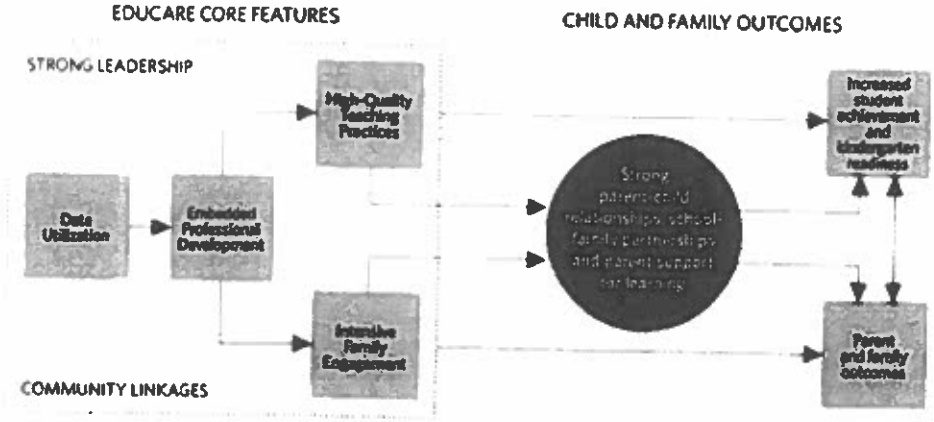
EDUCARE: An Early Childhood Partnership for Success

Our Country is experiencing a child care crisis that has been more prominently highlighted in the wake of the COVID-19 pandemic. For years we have known that our communities needs strategic investments to expand capacity of **high-quality** child care. Child care plays a key role in families being able to work and communities having economic stability. Children are our future and how prepared and well equipped they will be to lead our communities will largely depend on the education and prevention services they receive **today**. That is, local leaders and stakeholders need to reframe our collective thinking away from primarily responding or reacting to the many challenges we face, to design a broader response that focuses on prevention and early intervention to proactively position our community for economic growth. Early Childhood Education means **prevention** and investing in such must be an intentional strategic priority that will help us secure our City's economic future.

To that end, we must ensure that our most vulnerable children and their families have access to comprehensive and high quality programs designed to build strong core competency skills (such as literacy, self-regulation, strong parent-child bonds and interactions, sense of belonging and being part of the community) and access to community resources to help families become self-sufficient and champions of their child's education. Research has shown how critical the first five years of life are to a child's development and their ability to learn and develop these skills to support later success in school and in life. ***We are proposing a partnership between LSF Duval Head Start and the City of Jacksonville (Kids Hope Alliance) to bring the first Educare School to Jacksonville and lead advocacy efforts to improve state and local policies that affect Early Childhood Education.*** The school would serve as an innovative learning and training lab or model dedicated to elevating the quality of early learning and care in Duval County with special focus on demonstrating best teaching and family engagement practices to child care educators.

The Educare model is based on research from early childhood development, education, social work and other fields comprising of four core features: data utilization, embedded professional development, high-quality teaching practices and intensive family engagement. These core features offer a comprehensive and intentional approach to deliver high quality early childhood program aim to help children ages birth to five grow up safe, healthy, and ready to learn.

Below is a picture outlining the model and expected outcomes:



Educare requires programs to utilize Head Start and School Readiness funds, along with ongoing financial support from an **anchor funder and other community investment**. We have secured the first two (Head Start and School Readiness! This funding will not be sufficient to fully fund an Educare model at the Don Brewer Early Learning Center (Brewer) while also meeting the needs of our community. We currently have Head Start funding that supports 41 children in 3 classrooms at Brewer. We are asking KHA to partner with LSF Duval Head Start as a committed anchor funder to ensure financial stability to cover the operational cost for this school.

Enrollment at Brewer will be as follows:

Brewer Center	41	51
Classroom A	8	9 (SB6)
Classroom B	16	
Classroom C	17	
I/T Classroom D		8
I/T Classroom E		10
I/T Classroom F		12
I/T Classroom G		12

Total Enrollment: 92

Head Start classrooms operate for 6 hrs per day for 180 instructional days (10 months). This plan also includes opening 4 infants/toddlers classrooms funded through school readiness. Educare promotes lower teacher to child ratio for infant/toddler care than DCF licensing guidelines (2 teachers to 8 children regardless of age between 0 to 35 months). This plan follows DCF licensing guidelines to maximize funding since we will not have federal Early Head Start funds to support these classrooms, and to maximize access for children and families from the Eastside. Infant/Toddler care is designed as a full day and full year program option for families. We will also serve 9 Success By Six children.

In preparing the budget for Brewer, we considered the following staffing schedule:

Each Preschool classroom
1 Lead Teacher – Bachelor's degree
1 Teacher Assistant – National Preschool CDA

Infant/Toddler classrooms (2.5 per classroom)
Infant/Toddler Specialist – National I/T CDA.

Family Services (2 FTE of which 1 is currently funded through HS)
FACE Specialist – Bachelor's degree in Social Work or related field, or AA degree with Family Development Credential

Support Staff
Center Director – Bachelor's degree or higher
Assistant Director – AA degree or higher
Receptionist – High School diploma and completion of 45 DCF hours

October 19, 2021

Mr. Gregory Pease
Chief of Procurement Division
City of Jacksonville
214 North Hogan Street
Jacksonville, FL 32202

RE: LSF and KHA Educare Partnership

Dear Mr. Pease,

Lutheran Services Florida, Inc. (LSF) is currently working with Kids Hope Alliance and Dr. Saralynn Grass to implement the Educare model and establish the Don Brewer Early Learning Center as an Educare School serving Jacksonville's Eastside children and their families. LSF is a non-profit social services organization operating since 1982 and seeking to help communities build healthier, happier, and hope-filled tomorrows by impacting the lives of 1 in 50 Floridians through various services offered across the state. More specifically as it relates to Early Childhood Education, LSF has partnered with Head Start to provide quality early childhood education to 1, 403 low-income or otherwise at-risk children and their families residing in Duval County with a simple commitment to enhance the development of very young children between birth and five years of age (the most critical time of growth and brain development) and to promote healthy family functioning.

We have partnered with KHA (and former Jacksonville Children's Commission) since 2014 when we started operating the Don Brewer Early Learning Center that is part of the KHA facility complex. Maria McNair, who serves as Deputy Director of LSF Duval Head Start and Early Head Start Program has previous experience managing an Educare School in Wisconsin and will play a key role working with KHA and the national Educare Network to implement the Educare model in Jacksonville. The model is based on research from early childhood development, education, social work and other fields comprising of four core features: data utilization, embedded professional development, high-quality teaching practices and intensive family engagement. These core features offer a comprehensive and intentional approach to deliver high quality early childhood program aim to help children ages birth to five grow up safe, healthy, and ready to learn. Educare requires programs to utilize Head Start and School Readiness funds, along with ongoing financial support from an **anchor funder and other community investment**. LSF is the Head Start grantee in Duval County.

The Educare School would serve as an innovative learning and training lab or model dedicated to elevating the quality of early learning and care in Duval County with special focus on demonstrating best teaching and family engagement practices to child care educators.

SERVICES CONTRACT
BETWEEN
KIDS HOPE ALLIANCE
AND
LUTHERAN SERVICES FLORIDA, INC.
(The EduCare Program for Early Childhood Education)

#71548-22

This Services Contract ("***Contract***") is effective as of the 23rd day of December, 2021 (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 **LUTHERAN SERVICES FLORIDA, INC.**, a Florida not for profit corporation with its principal offices at 3627 West Waters Avenue, Tampa, Florida 33614 (the "***Contractor***").

RECITALS

WHEREAS, Contractor has agreed to provide the EduCare Program for Early Childhood Education described in **Exhibit A** (the "***Services***") on the terms and conditions contained in this Contract; and

WHEREAS, on December 22, 2021, the City's Procurement Division and Mayor approved a Single Source Award BID #SS-11676-22 of $75,000.00 to the Contractor for the provision of services as described in **Exhibit A**, (the "**Services**"), authorized the execution of this Contract by KHA.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Engagement and Performance of Services**. Contractor shall perform the Services as specified in Exhibit A and in accordance with the terms and conditions of this Contract.

2. **Compensation**. KHA shall compensate Contractor monthly for the expenses incurred by Contractor in providing the Services during the immediately preceding month in accordance with the Budget attached to this Contract as **Exhibit B** (the "**Budget**") and the terms and conditions of this Contract. No payments will be made until all applicable deliverables are received and approved by KHA in accordance with this Contract.

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 a fixed monetary amount not-to-exceed **SEVENTY-FIVE THOUSAND AND NO/100 Dollars ($75,000.00)**. 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 the Jacksonville City Council. In the event the City Council appropriates less than one hundred percent (100%) of the Maximum Indebtedness or KHA fails to receive any applicable grant funding, Contractor agrees to execute any amendments to this Contract and any other documents required by KHA within ten days of KHA's request.

4. **Term**. The term of this Contract shall commence on December 23, 2021 and shall continue through July 31, 2022 (the "***Term***"), unless sooner terminated by either party in accordance with the terms of this Contract.

5. **Exhibits**. This Contract includes the following Exhibits which are hereby incorporated herein:

Exhibit A – Scope of Services
Exhibit B – Budget and Budget Narrative
Exhibit C – General Terms and Conditions
Exhibit D – Special Terms and Conditions
Exhibit E – Payments
Exhibit F – Indemnification
Exhibit G – Insurance Requirements

6. **Notices**. All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other method of delivery with confirmation of receipt, to the following:

As to KHA:
Kids Hope Alliance
1095 A. Philip Randolph Blvd.
Jacksonville, Florida 32206
Attn: Michael Weinstein, CEO

With a Copy to:
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

As to Contractor:
Lutheran Services Florida, Inc.
3627 West Waters Avenue
Tampa, Florida 33614
Attn: Robert Bialas, Executive Vice President, Children and Head Start Services

All notices shall be deemed to be effective when given to (or tender to and rejection by) the intended recipient or other person at the address specified for the intended recipient.

7. **Contract Managers**. KHA and Contractor will each designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee performance of KHA's and Contractor's respective duties and obligations under this Agreement. As of the Effective Date, KHA's Contract Manager is Sherrill Hensley, 1095 A. Philip Randolph Boulevard, Jacksonville, Florida 32206; Phone # (904) 255-4446, and Contractor's Contract Manager is Maria McNair, 3027 San Diego Road, Jacksonville, Florida 32207; Phone # (904) 423-8639. Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information; provided, such changes shall not be deemed contract amendments and may be provided via email.

8. **Entire Agreement**. This Contract constitutes the entire agreement between KHA and Contractor for the Services. No statement, representation, writing, understanding, agreement or course of conduct made by either party or any representative of either party, which is not expressed in this Contract shall be binding. Contractor may not unilaterally modify the terms of this Contract by including such terms on a purchase order, invoice or any other document. Contractor is entering into this Contract for its own purposes and not for the benefit of any third party.

9. **Amendments**. All changes to, additions to, modifications of, or amendments to this Contract, or any of the terms, provisions, and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

10. **Counterparts**. This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract as of the Effective Date.

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*

Witness

By: Michael Weinstein, CEO

LUTHERAN SERVICES FLORIDA, INC., *a Florida not for profit corporation*

Witness

By: Robert Bialas, Executive Vice President, Children and Head Start Services

Feb 16, 2022

Form Approved:

By: Office of General Counsel

Encumbrance and funding information for internal City use:

Account or PO Number: POA-71548-22

Amount..... $75,000.00

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 orders(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 City of Jacksonville *Ordinance Code*, 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).

Director of Finance
Contract # 71548-22

EXHIBIT A
SCOPE OF SERVICES
(Immediately following)

EDUCARE: An Early Childhood Partnership for Success

Our Country is experiencing a child care crisis that has been more prominently highlighted in the wake of the COVID-19 pandemic. For years we have known that our communities needs strategic investments to expand capacity of high-quality child care. Child care plays a key role in families being able to work and communities having economic stability. Children are our future and how prepared and well equipped they will be to lead our communities will largely depend on the education and prevention services they receive today. That is, local leaders and stakeholders need to reframe our collective thinking away from primarily responding or reacting to the many challenges we face, to design a broader response that focuses on prevention and early intervention to proactively position our community for economic growth. Early Childhood Education means prevention and investing in such must be an intentional strategic priority that will help us secure our City's economic future.

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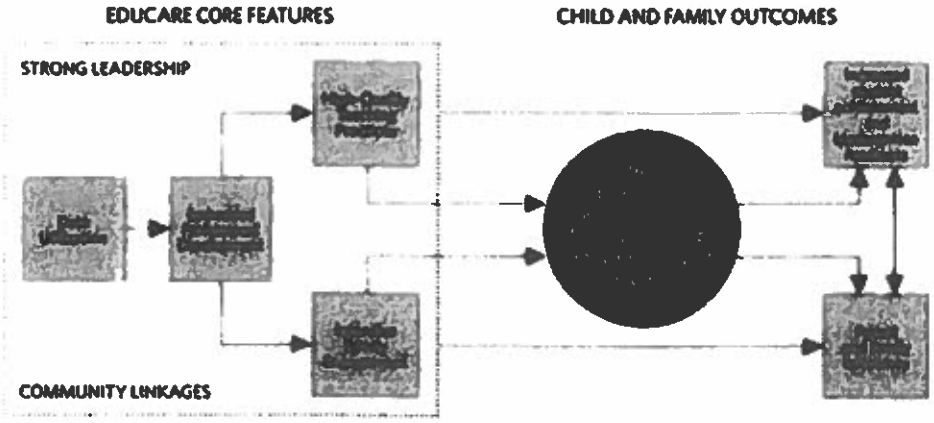

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Enrollment at Brewer will be as follows:

Brewer Center	[illegible]	[illegible]
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Total Enrollment: 92

Head Start classrooms operate for 6 hrs per day for 180 instructional days (10 months). This plan also includes opening 4 infants/toddlers classrooms funded through school readiness. Educare promotes lower teacher to child ratio for infant/toddler care than DCF licensing guidelines (2 teachers to 8 children regardless of age between 0 to 35 months). This plan follows DCF licensing guidelines to maximize funding since we will not have federal Early Head Start funds to support these classrooms, and to maximize access for children and families from the Eastside. Infant/Toddler care is designed as a full day and full year program option for families. We will also serve 9 Success By Six children.

In preparing the budget for Brewer, we considered the following staffing schedule:

Each Preschool classroom
1 Lead Teacher – Bachelor's degree
1 Teacher Assistant – National Preschool CDA

Infant/Toddler classrooms (2.5 per classroom)
Infant/Toddler Specialist – National I/T CDA.

Family Services (2 FTE of which 1 is currently funded through HS)
FACE Specialist – Bachelor's degree in Social Work or related field, or AA degree with Family Development Credential

Support Staff
Center Director – Bachelor's degree or higher
Assistant Director – AA degree or higher
Receptionist – High School diploma and completion of 45 DCF hours

Program Aid (2 FTE of which HS already funds 1) - High School diploma and completion of 45 DCF hours
PT Program Aid/Floaters (2)
*Program Aids will be encouraged to participate in co-hort to complete National CDA.

To fully implement the Educare model we will need an anchor funder(s) to commit $350K annually. That will cover cost of an additional FACE worker for I/T classrooms, third support teacher in all classrooms for at least half the instructional day, as well as ensuring min two teachers in every classroom for the duration of the day (SR alone would allow for higher ratio, but Educare has much smaller ratio and extra support staff requirements). This funding also allows us to pay our teaching staff a competitive rate to both attract and retain our teachers.

Due to COVID and funding restrictions, we are proposing a 3 year Educare implementation timeline. **We are asking for $100K in year 1.** Staffing shortages is making it difficult to maintain even the higher teacher-to-child ratio industry standard level of staffing. In year 1, we propose hiring the Assistant Director to assist as needed in preschool classrooms where additional support may be needed based on the needs of the children. We will delay hiring the Family and Community Engagement (FACE) Specialist and additional teaching staff until Year 2 or 3 as more funding becomes available. The caseload of FACE Specialist under Educare is 45 families per worker. The Center Director will support the one FACE Specialist currently funded through Head Start to provide family engagement at Don Brewer. We also propose to start 1 of the 4 Infant/Toddler classrooms this year to allow more time to recruit needed credentialed staff, and to properly furnish and equip those classrooms.

Implementation Plan and Timeline for Year 1 (2021-2022)

Activity/Task	Deadline	Responsible Staff/ Agency	Progress/Comments
Staff will be trained on Educare Model Core Features	3/2022	KHA – Sherill LSF – Maria M.	Staff have completed 2 Core Features training series (Data Utilization and High Quality Teaching Practices). Mid-April we start Intensive Family Engagement with Embedded Professional Development being the last training series. (in progress)
Relocate staff housed at the Brewer center to redesign the space so that we meet facilities guidelines of the Educare Model.	8/2021	KHA – LSF – Maria M.	KHA secured approval to lease administrative office space that would allow us to relocate program support staff housed at Brewer. The FACE team is moving to their new space on 4/21/21. (Done)
Set-up Family Resource Room	12/2021	LSF – Maria M.	Furniture to be purchased with Educare funding after award.
Therapy/Sensory Room	08/2021	LSF – Maria M. and Mikesha Thomas, LMHC	Therapy/Sensory room furniture and materials have been purchased. Once relocation of staff is complete, we will start working on this space. (Completed 9/2/21)
Indoor Play Area and Library	12/2021	LSF – Maria M.	We have secured equipment and STEM materials needed to equipped the indoor play area and library. We are hoping to redesign this space by 12/2021.

Upgrades to outdoor playground for infants/toddlers	03/2022	LSF – Maria M.	Playground at Brewer is in need of repairs. Scope of work to include replacement or repair of storage shed, removal of tree house, installation of infant play area, upgrades or replacement of toddler area to promote nature play and outdoor classroom engagement. Preschool aged playground also needs upgrade which is currently being done through Head Start.
Recruitment and hiring of additional staff	01/2022	LSF – Maria and Catherine	Initial position being added to support Educare implementation and accreditation is Assistant Director position. Other positions to be delayed until year 2 or 3 when additional funding is secured to fully cover operational cost. We are aggressively recruiting baseline teaching positions at local colleges, social media, job fairs, etc. Any support in exploring other strategies is greatly appreciated. ☺
Purchase of Infant/Toddler classroom furniture and materials	03/2022	LSF – Maria and Catherine	We have some used furniture available, however, it's not sufficient to fully furnish all infant/toddler classrooms. We were able to use Federal funds to purchase new furniture for all preschool aged classroom as part of our Educare journey, however, we are not able to use Head Start funds for infant/toddler services as this is outside the scope of our Head Start grant. We need support from KHA to properly equip the 4 I/T classrooms at Brewer.
Educare Readiness Assessment	01/2022	LSF – Maria KHA -	KHA and LSF will collaborate on completion of Educare Readiness Assessment and application process to become Educare School.
Visit Educare School	02/2022	LSF – Maria KHA	To include Education Manager, Center Director, Mentor Coach, and at least 1 teacher.

EXHIBIT B
BUDGET AND BUDGET NARRATIVE
(Immediately following)

Proposing Contractor: Lutheran Services Florida, Inc.
Project Name: Educare at Don Brewer
Fiscal Year: 2021-2022

Categories and Line Items	Total Cost of Program	KHA Funding	Match	Budget Narrati
Direct Expenses				
A. Salaries and Wages				
1. Title - Infant Toddler Specialists (2)	$36,135.54	$0.00	$36,135.54	Salary for each ITS 30,973.32, prorated for a 7 month startup perio from School Readiness
2. Title - Assistant Center Director (1)	$23,187.50	$23,187.50	$0.00	Salary for Assistant Center Director $39,750, prorated for a 7 mont to come from KHA
3. Title -Center Director	$26,029.69	$0.00	$26,029.69	Salary for Center Director $44,622.23 prorated for a 7 month start
4. Title -	$0.00	$0.00	$0.00	
5. Title -	$0.00	$0.00	$0.00	
Subtotal Salaries and Wages	$85,352.73	$23,187.50	$62,165.23	
B. Payroll Taxes and Benefits (__ %)				
1 FICA	$6,529.48	$1,773.84	$4,755.64	
2 Retirement	$0.00	$0.00	$0.00	Not eligible for match until year 3
3 Life and Health Insurance	$14,062.65	$3,524.49	$10,538.16	Health 500/month (average single plan for LSF). Life $1.056 per $1
4 Workers Compensation	$230.45	$62.61	$167.85	Salary * .0027 prorated for 7 months
5 Unemployment Compensation	$273.13	$74.20	$198.93	Salary * .00320 prorated for 7 months
6 Other Benefits	$446.95	$127.29	$319.66	Dental 12.02/month (single plan). Long term disability $3.19 per $1
Subtotal Payroll Taxes and Benefits	$21,542.67	$5,562.43	$16,980.24	
C. Program Consultants and Contractual				
1	$0.00	$0.00	$0.00	
2	$0.00	$0.00	$0.00	
3	$0.00	$0.00	$0.00	
Subtotal Program Consultants & Contractual	$0.00	$0.00	$0.00	
D. Travel				
1 Local Mileage	$494.29	$0.00	$494.29	Local Staff Travel
2 Staff Travel	$0.00	$0.00	$0.00	
3 Student Transportation			$0.00	
4 Field Trip Travel	$0.00	$0.00	$0.00	
Subtotal Travel	$494.29	$0.00	$494.29	
E. Participant Educational Materials	$18,583.89	$18,583.89	$0.00	Frog street curriculum kits for Infants and Toddlers, cla
F. Consumable Program Supplies	$15,660.00	$0.00	$15,660.00	

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	$0.00	$0.00	$0.00	
I. Office Expenses				
1 Telephone	$490.00	$0.00	$490.00	Center director cell phone $50/month. Center phone $2 for EHS class and director offices
2 Utilities			$9,299.50	Electric $1,250/month Internet $78.50/month. 1/10 allo offices.
3 Postage and Shipping	$0.00	$0.00	$0.00	
4 Supplies			$700.00	Office Supplies for each Director $50/month
5 Copying	$280.00	$0.00	$280.00	Copy machine plus copy costs $400/month. 1/10th allo Directors
Subtotal Office Expenses	$10,769.50	$0.00	$10,769.50	
J. Operating Capital Outlay				
1 Machinery & Equipment	$20,400.00	$20,400.00	$0.00	Infant Toddler playground refurbishment.
2 Computers & Software	$1,200.00	$1,200.00	$0.00	Computer for Assistant Center director
Subtotal Operating Capital Outlay	$21,600.00	$21,600.00	$0.00	
K. Lease/Rent				
1 Equipment	$0.00	$0.00	$0.00	
2 Building			$0.00	
Subtotal Lease/Rent	$0.00	$0.00	$0.00	
L. Maintenance	$2,502.50	$0.00	$2,502.50	Janitorial cleaning $220/month janitorial supplies 70/mo allocation for EHS class and directors
M. Insurance	$0.00	$0.00	$0.00	
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	$0.00	$0.00	$0.00	
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	$176,505.58	$68,933.82	$107,571.76	
Administrative Expenses	$14,154.42	$6,066.18	$8,088.24	
Allocated Management and General Overhead, not to exceed 10% Program Direct Expenses above				
GRAND TOTAL (Direct and Administrative Expenses)	$190,659.99	$75,000.00	$115,660.00	

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 Othe
   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 accurat

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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

D1. Background

The Kids Hope Alliance Board consists of seven (7) members appointed by the Mayor and confirmed by the City Council. There are also five (5) liaisons representing the Sheriff, State Attorney, Public Defender, Duval County Public Schools and a member of the City Council present at all Board meetings.

Our Vision

Every child and youth will reach their academic, career and civic potential.

Our Mission

To build and ensure access to a continuum of comprehensive and integrated programs, services and activities that address the critical needs of children and youth.

D2. KHA Essential Services Plan.

The KHA Essential Service Plan is a comprehensive guide which details the mission of KHA and functions as a guide for programs and activities coordinated and funded under KHA. The Essential Service Plan document can be downloaded from the Kids Hope Alliance website: **www.kidshopealliance.org**.

D3. Use of Funds.

Contractor must use every dollar provided by KHA only for the Services and for no other purpose.

D4. Protection of Data.

Contractor will only authorize properly trained personnel who have signed a non-disclosure statement approved by KHA to access data provided by KHA to Contractor.

If Contractor experiences a security breach concerning any information covered by this Contract, then Contractor will immediately notify KHA and take immediate steps to limit and mitigate such security breach to the extent possible. Any breach of the confidentiality obligation set forth in the Contract may, at KHA's discretion, result in cancellation of further consideration for contract award for a period determined by KHA. In addition, Contractor agrees to indemnify and hold KHA harmless for all losses, costs, damages and expenses suffered by KHA as a result of such breach, including but not limited to the cost of notification of affected persons as a direct result of the unauthorized disclosure of information provided by KHA.

Upon termination of the Contract, if requested by KHA and consistent with the retention requirements of Florida's public records laws, Contractor shall destroy all data or information that contains personal information collected and stored under the Contract. Furthermore, Contractor shall ensure that the destruction of that data or information maintains the confidentiality of the

contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

D5. Technical Assistance.

Contractor must accept technical assistance related to reporting from KHA and make any reasonable changes in its reporting procedures, which will better facilitate the documentation of program efficiency and effectiveness. Technical assistance could include, but would not be limited to, pilot testing, programmatic issues concerning the provision of services, and conversion to a new database system.

D6. Sufficient Staff; Facilities and Equipment.

Contractor must notify KHA if sufficient staff, facilities and equipment necessary to deliver the Services cannot be maintained. Failure to notify KHA of any such deficiencies or to adequately provide the Services in accordance with all KHA Standards shall be a breach of this Contract and grounds for termination, in the sole and exclusive discretion of KHA.

D7. Changes in Management Personnel.

Any change in top management personnel must be put in memorandum form and submitted for approval to the Contract Manager thirty (30) days prior to said changes. Failure to properly notify KHA will constitute a breach of this Contract and grounds for termination of this Contract, in the sole and exclusive discretion of KHA.

EXHIBIT E - PAYMENTS

E1. Payments.

KHA shall make payments to Contractor for the Services based on KHA's Acceptance of the deliverables specified in Exhibit A.

All payments are contingent on meeting all of the deliverables and approval of all supporting documentation required by KHA. Submission of accurate, timely documentation and other requested information as required by KHA may be considered a factor in evaluating future funding requests. Invoices and/or documentation returned to Contractor for corrections may not be considered as submitted and shall be cause for delay in payment.

E2. Provision for Unspent Funds.

Contractor shall return any funds provided by KHA under this Contract that are residual funds remaining unspent or unencumbered by any existing legal obligation at the conclusion of the contract term to KHA in the form of a negotiable instrument not later than thirty (30) days after the close of the contract term.

E3. Provision for Unallowable Expenditures.

In the event Contractor receives and/or expends any portion of the funds received from KHA in a manner inconsistent with the terms of this Contract (which shall include any funds reimbursed to Contractor by KHA in error) or any applicable and governing federal, state or local law, rule regulation or policy, then Contractor shall immediately refund and return all such funds to KHA. Contractor shall also reimburse KHA for all costs, expenses and fees, including attorneys' fees and court costs, incurred or expended by KHA in connection with any collection efforts to recover any funds due KHA pursuant to this Contract. KHA may immediately terminate this Contract if funds are improperly spent, and such termination may be provided orally with a written notice to follow.

EXHIBIT F
INDEMNIFICATION

To the extent permitted by, and as limited by Section 768.28, Florida Statutes, Contractor shall hold harmless, indemnify, and defend the City of Jacksonville its members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

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

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

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

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

In the event that any portion of the scope or terms of this indemnity is in derogation of Section

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

EXHIBIT G
INSURANCE REQUIREMENTS

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

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 500,000 Disease Policy Limit
	$ 100,000 Each Employee/Disease

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

Commercial General Liability	$ 300,000	General Aggregate
	$ 100,000	Products & Comp. Ops. Agg.
	$ 100,000	Personal/Advertising Injury
	$ 200,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

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

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

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

Professional Liability $1,000,000 per Claim and Aggregate

Such insurance shall be on a form acceptable to the City and shall cover for those sources of liability arising out of the rendering or failure to render the Services required in this Contract. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

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

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation, Professional Liability and AD&D shall be endorsed to name the City of Jacksonville its members, officers, officials, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville its members, officers, officials, employees and agents.

C. Contractor's Insurance Primary. The insurance provided by Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville its members, officers, officials, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions

associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville its members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City of Jacksonville its members, officers, officials, employees and agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Contractor shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. Contractor shall provide an endorsement issued by the insurer to provide the City of Jacksonville its members, officers, officials, employees and agents thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then Contractor, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

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

L. Special Provisions: Prior to executing this Contract, Contractor shall present this Contract and Exhibit G to its Insurance Agent affirming: 1) That the Agent has personally reviewed the

insurance requirements of this Contract, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

Notwithstanding any provision in this Contract to the contrary, the insurance requirements specified in this Exhibit G may be satisfied by certification of a valid program of self-insurance authorized pursuant to Section 768.28(16), Florida Statutes (which provisions are not expanded, altered or waived).

SINGLE SOURCE AWARD **BID # SS-11676-22**

Subject: Educare Program

Department: Kids Hope Alliance

Description of Purchase: Recommend approval of award to Lutheran Services Florida, Inc. to implement the Educare program for early childhood education. Period of service is from date of executed contract through July 31, 2022. Total expenditure amount is $75,000.00.

Funding Source: 10901.161001.582001.000000.00000458.00000.0000000 - To be executed by formal contract through the Office of General Counsel

Single Source Award To: Lutheran Services Florida, Inc.

Price Justification: See attachment

Total Award: $75,000.00 **Requisition #:** N/A

Attachments: Single Source Form, Recommendation Memo and Vendor Scope of Work

Certification as to Single Source: Dr. Saralyn Grass, CAO, Kids Hope Alliance

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Anette Burney

Gregory Peeples, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

Teresa R. Eidson
CHAIRMAN

DATE 12/22/2021

ACTION OF AWARDING AUTHORITY DATE: 12-22-21

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For Mary Lacy Curry
Under Authority of
Executive Order No. 2019.02

FORM CH-113, Revised 12/2007