SINGLE SOURCE AWARD **BID # SS-11678-22**

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 September 30, 2022 as a no cost extension to I.M. Sulzbacher Center for the Homeless Inc. to implement the Educare program for early childhood education. This no cost extension will allow the agency to use allocated funding amount (Contract #71544-22). The not to exceed amounts remains $75,000.00.

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

Single Source Award To: I.M. Sulzbacher Center for the Homeless, 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 #71544-22: I.M Sulzbacher Center for the Homeless, Inc. The Educare Program for Early Childhood Education to extend contract end date to September 30, 2022, as a no cost extension. Amendment 1.

DATE: September 8, 2022

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

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 #71544-22: I.M. Sulzbacher Center for the Homeless Inc.-EduCare Program for Early Childhood Education to extend the contract end date to September 30, 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:

Fund	Center	Account	Project	Activity	Interfund	Future
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 & Grants

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

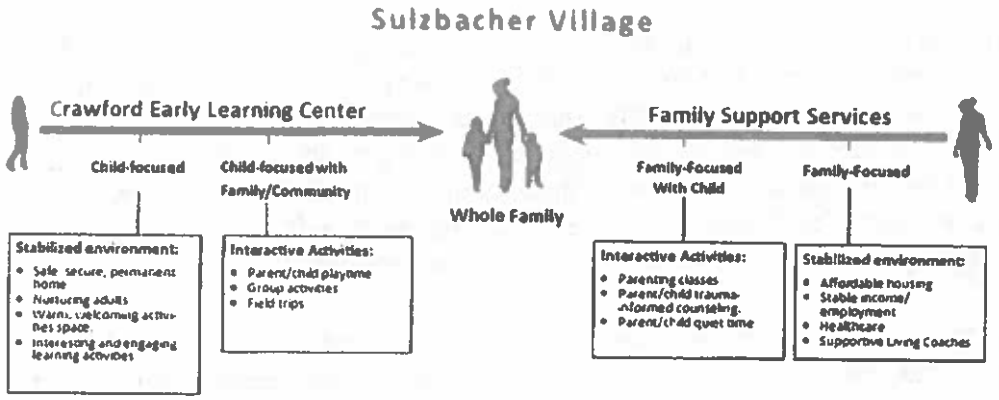
Scope of Services

Program Design Requirements

In partnership with the Florida Institute of Education at the University of North Florida, the Crawford Early Learning Center presents a trauma-informed, two-generation approach to early childhood education that improves children's learning success and achievement. The Crawford Early Learning Center is the only trauma-informed early learning program for homeless and impoverished children in North Florida.

The Crawford Center's Vision is: To instill hope, self-confidence, persistence, kindness and respect, health habits, and love of learning in children birth to five by creating opportunities for both children and families to develop and sustain supportive relationships, engage in meaningful learning experiences, and develop the knowledge and skills needed to thrive and prosper.

The Crawford Center's Mission is: To work to break the cycle of abuse and neglect by helping all young children we serve overcome the negative impact of early-childhood trauma and/or excessive stress associated with homelessness, and by ensuring all young children we serve become successful learners by creating and sustaining active partnerships with neighborhood high-quality early learning and care centers and schools.



Academic and Personal Enrichment

Research does not point to one specific "breakthrough" intervention for traumatized children, but to a group of strategies that if implemented routinely, will improve children's early literacy readiness and reading achievement outcomes for families and classrooms. The two-generation approach takes into account the many aspects of a child's life that are intertwined with his/her family's well-being. Children in the program will not only participate in a "Whole Child Approach" that addresses language and communication, physical development, cognitive and general knowledge, approaches to learning and social and emotional development, but family members will be engaged as well and learn to more effectively interact with their children and support their education.

Specific Purposes:

Purpose 1: Create and Sustain an Inviting Place and High-Quality Program for young children and their families:

A. Research-based *full-day, full-year, full-week program plus specially planned weekend* events delivered by highly prepared teachers, with low student-teacher ratios, high expectations, and an intentional physical and programmatic design that involves *all children* enrolled in the Crawford Early Learning and Care Center at Sulzbacher:
B. Develop a sense of psychological and physical safety and belonging.
C. Interact with a caring adult who takes a personal interest in them and their success.
D. Engage in learning experiences that develop the knowledge, skills, and dispositions children need to become proficient readers.
E. Engage in learning experiences that help children explore the world around them, nurture their curiosity, creativity, and problem-solving.
F. Engage in tiered levels of experiences that explicitly support children's development of social-emotional competence.
G. Have full access to health, nutrition, mental health, and disability services.
H. Engage in family exploration experiences that support and engage their children's learning and development; and
I. Are prepared to enter kindergarten ready to continue to learn and succeed.

Purpose 2: Use Space in Creative and Productive Ways to support children's development and learning:

A. High quality early learning and care programs use multiple strategies to build protective factors known to support children's development. The *strategic use of space* enhances the achievement of the Center's vision as three major activity strands are carried out: (a) implementing the ongoing daily learning program that takes place both indoors and outdoors, (c) fostering children's social and emotional competence, and (c) facilitating the intentional engagement of families in their children's learning *and* in their own learning and social emotional growth (e.g., facilitating friendships and mutual support, strengthening parenting skills, linking families to services and opportunities).

B. Use the physical layout and design of the interior and exterior spaces to make a significant contribution to achieving desired outcomes for children and families. An exemplary center provides the following critical aspects for creating a functional space conducive to learning and working together:
   a. All spaces feel *welcoming* and *safe* to both children and families giving the feeling of "being on an oasis;"
   b. Space configured to ensure children and their teachers are visible to many adults at all times with vision panels in doorways and hallways to allow easy supervision of classrooms.
   c. Use of space to encourage active learning, engagement, and creativity.
   d. Physical activity and learning are linked – with many students learning through movement. Growing body of research suggests that physical activity has a positive effect both on cognitive performance and executive function – so that indoor and outdoor spaces should facilitate active learning throughout the entire day.
   e. Alarmed exits to unfenced areas with easily monitored bathrooms within each classroom.
   f. Separate spaces where staff can come together and communicate away from children and the public.
   g. Spaces for families to attend workshops and social events.
   h. Space for staff team building and professional learning.
   i. Outdoor spaces for children to play and for adults and children to engage in joint activities.
   j. Technology infrastructure that includes Smart Boards, access to and use of tablets, etc.

Purpose 3: Create and Sustain a Neighborhood Early Learning Hub to support Sulzbacher children enrolled in neighborhood early learning and centers and schools:

A. Serve as a neighborhood early learning hub where the neighborhood, community, family, business, government, agencies, K-5 partners, researchers, and decision-makers come together to address multi-faceted challenges faced by young children living in the neighborhood and who have experienced homelessness regardless of their current circumstances and who will work together as a network to ensure all children are well-served and ready for success in kindergarten.
B. Establish a partnership with neighborhood schools in which Sulzbacher children may be enrolled.
C. Leverage resources for teacher professional learning and family engagement; and
D. Celebrate successes.

Purpose 4: Serve as a Forum for Change:

A. Raise the awareness of families, community, educators, business partners, and policy makers about the importance of learning during a child's first five years of life, the negative impact stressors such as homelessness may have, and strategies that will help children overcome these challenges.
B. Measure child, family, and collaborative outcomes and assess program impact; use what is learned from our successes and failures for ongoing improvement; and share what we learn with others.

4. Parent Engagement Requirements/Adult Family Member Services

While families are not required to participate in Crawford Early Learning Center activities and programs, they are strongly encouraged to and to date, 100% of parents do participate.

A critical aspect of children's and families success and self-sustainability is… stability. Stable housing, stable income, and health services are essential to creating a solid foundation upon which children and adults can grow and prosper. Sulzbacher is the only homeless services agency that offers all three at a single location.

Housing

At Sulzbacher Village, families will be connected to stable, permanent housing via the Village's 14 two-bedroom apartments or through supportive scattered site housing. The Sulzbacher Center partners with area community development and housing entities, including Ability Housing and the Jacksonville Housing Authority, to provide permanent housing to homeless individuals and families.

Income

The only path from poverty to self-sufficiency is through stable employment. In partnership with Goodwill Job Junction, Sulzbacher offers robust career training and job placement services. This past year, Sulzbacher placed 289 homeless individuals into stable employment. Additionally, in partnership with Florida State College Jacksonville, GED and other educational opportunities are offered on-campus.

Healthcare

For 25 years the Sulzbacher Medical Clinic has provided quality medical care to the homeless and impoverished of the community. As a Federally Qualified Health Center (FQHC) and the only Section 330 (h) Health Care for the Homeless provider in Jacksonville, the Center is a Medicaid provider and delivers fee-based services on a sliding scale with those unable to pay receiving services at no charge.

The Sulzbacher Village's comprehensive pediatric health center provides primary medical, dental, optical and behavioral health care to Village residents as well as children from the surrounding community. The Village Health Clinic contains the only pediatric dental clinic in North Florida devoted solely to homeless and impoverished children.

Supportive Living

All families and individuals being served by the Sulzbacher Center receive supportive services via case management, supportive living coaches, and career/life skills assistance.

Current Proposal

Currently, our proposal for funding will assist the Crawford Early Learning Center in becoming an EduCare inspired Center. We are partnering with the Don Brewer Head Start Center and KHA to become leaders in our community as High-Quality centers in Duval County. Our current goals are aligned with the Four Pillars of EduCare; which are, Data Utilization, High Quality Teachers, Intensive Family Engagement, and Professional Development. Our endeavor is to work with the Don Brewer Head Start Center leadership team to intentionally add aspects of our programming consistent with the EduCare model by sharing resources such as trainings, space, and concepts; specifically, over the next three years and possibly beyond. Below is a proposed, three-year implementation plan which further outlines how additional funding will be used to become EduCare inspired.

EduCare Inspired, Train the Trainer: 3 Year Plan
Year 1: Planning, training, tracking
Year 2: Practice. Collaboration, feedback, tracking, collecting data.
Year 3: Full integration, implementation, create model and create training opportunities for neighborhood centers and identify additional funding

	Data Utilization	**High Quality Teachers**	**Intensive Family Engagement**	**Professional Development**
Current Practices	Teaching Strategies Gold in EHS classrooms ASQ screenings VPK assessment tool	Bachelor's degree Level lead Teachers in two classrooms Associate teachers have CDA Part time Mental Health Therapist	Monthly Newsletters Ready Rosie Events	Trauma Informed Care Training Quality Rating trainings FIE sponsored trainings
Future Educare Inspired Practices	Hatch Ignite Teaching Strategies Gold in Preschool Classroom	Program Aides to earn CDA 2 5 Teachers in each classroom 1 Bachelor Level Teacher in each classroom Full Time Mental Health Therapist	Training for each teacher Part time family and community engagement specialist Monthly events Parent training	EduCare TBRI practitioner trainings Conscious Discipline Hatch

SERVICES CONTRACT
BETWEEN
KIDS HOPE ALLIANCE
AND
I.M. SULZBACHER CENTER FOR THE HOMELESS, INC.
(The EduCare Program for Early Childhood Education)

71544-22

This Services Contract ("***Contract***") is effective as of the 16th 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 **I.M. SULZBACHER CENTER FOR THE HOMELESS, INC.**, a Florida not for profit corporation with its principal offices at 611 East Adams Street, Jacksonville, Florida 32202 (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 16, 2021, the City's Procurement Division and Mayor approved a Single Source Award BID #SS-11678-22 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 16, 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:
I.M. Sulzbacher Center for the Homeless, Inc.
611 East Adams Street
Jacksonville, Florida 32202
Attn: Cindy Funkhouser, President & CEO

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 Alefia Landry, 611 East Adams Street, Jacksonville, Florida 32202; Phone # (904) 394-4952. 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

I.M. SULZBACHER CENTER FOR THE HOMELESS, INC., *a Florida not for profit corporation*

Witness

By: Cindy Funkhouser President & CEO

Form Approved:

By: Office of General Counsel

Encumbrance and funding information for internal City use:

Account or PO Number: POA-71544-22

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 # 71544-22

EXHIBIT A
SCOPE OF SERVICES
(Immediately following)

Scope of Services

Program Design Requirements

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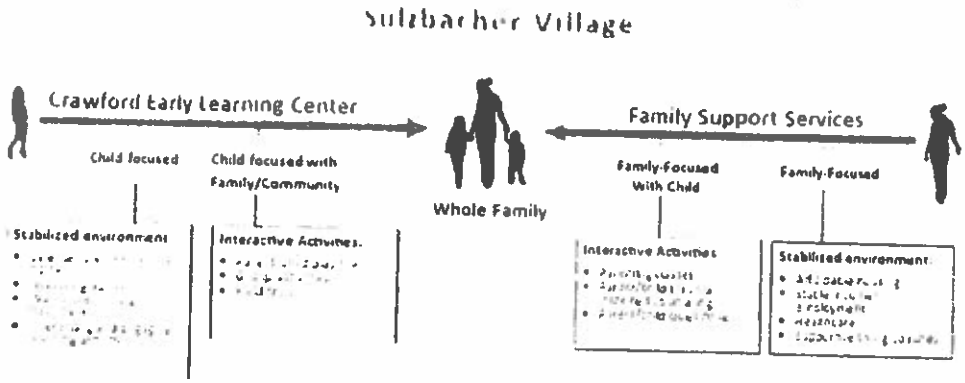

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	Data Utilization	High Quality Teachers	Intensive Family Engagement	Professional Development
Current Practices	Teaching Strategies Gold in EHS classrooms ASQ screenings VPK assessment tool	Bachelor's degree Level lead Teachers in two classrooms Associate teachers have CDA Part time Mental Health Therapist	Monthly Newsletters Ready Rosie Events	Trauma Informed Care Training Quality Rating trainings FIE sponsored trainings
Future Educare Inspired Practices	Hatch Ignite Teaching Strategies Gold in Preschool Classroom	Program Aides to earn CDA 2.5 Teachers in each classroom 1 Bachelor Level Teacher in each classroom Full Time Mental Health Therapist	Training for each teacher Part time family and community engagement specialist Monthly events Parent training	EduCare TBRI practitioner trainings Conscious Discipline Hatch

EXHIBIT B
BUDGET AND BUDGET NARRATIVE
(Immediately following)

Proposing Contractor:
Project Name: EduCare @ I.M. Schulzbacher
Fiscal Year: 2021-2022

Categories and Line Items	Total Cost of Program	KHA Funding	Other Funding	Budget Narrative
Direct Expenses				
A. Salaries and Wages				
Progran Aide	$15,821.00	$0.00	$15,821.00	
Progran Aide	$25,314.00	$0.00	$25,314.00	
Associate Teacher	$27,040.00	$0.00	$27,040.00	
Director ELC/Afterschool Program	$23,200.00	$0.00	$23,200.00	
Associate Teacher	$29,120.00	$0.00	$29,120.00	
Associate Teacher	$31,200.00	$0.00	$31,200.00	
Lead Teacher (Bachelor Degree)	$37,602.00	$10,000.00	$27,602.00	Lead Teacher with B.S. in Early Childhood Education. This teacher has been here since the inception of our program, she is well versed in Trauma Informed Care and is training with the Director to assume more leadership responsibilities. She will attend EduCare trainings and become part of our "train the trainer" initiative. This is a full time, hourly position. The rate is currently $19.27
Lead Teacher (Bachelor Degree)	$40,102.00	$0.00	$40,102.00	
Manager of Quality Assurance (Master Degree)	$41,200.00	$20,000.00	$21,200.00	Our Manager of QA is also the Assistant Director. She has a Master's Degree and she has been here since the inception of our program, first as a VPK teacher and now as our Manager of Quality Assurance. Part of her job description includes, teacher training and parent engagement. She will also serve as part of the "train the trainer" team. This is a full time salaried position, 40 hours a
Lead Teacher (CDA)	$33,280.00	$0.00	$33,280.00	
Subtotal Salaries and Wages	$ 303,879.00	$30,000.00	$273,879.00	
B. Payroll Taxes and Benefits (%)				
1 FICA	$20,370.19	$0.00	$20,370.19	
2 Retirement	$6,203.64	$0.00	$6,203.64	
3 Life and Health Insurance	$56,924.89	$0.00	$56,924.89	
4 Workers Compensation	$5,751.36	$0.00	$5,751.36	
5 Unemployment Compensation	$103.80	$0.00	$103.80	
6 Other Benefits	$0.00	$0.00	$0.00	
Subtotal Payroll Taxes and Benefits	$89,353.88	$0.00	$89,353.88	
C. Program Consultants and Contractual				
1. Child Guidance -LCSW	$73,470.75	$25,400.00	$48,070.75	In order to increase our quality of services to our families and community, it is necessary to employ our part time Child Therapist to full time. This reinforces the EduCare model
2. Contracted Services/Child Care Careers	$9,600.00	$7,600.00	$2,000.00	The average contracted rate for substitute teachers is 25/hr. We have calculated 16 hrs per month for 2 teachers for 12 months. Substitutes are necessary for our teachers to receive training for Educare and other trainings associated with aligning with the Brewer center.
4 Hatch Ignite equipment and services	$5,000.00	$5,000.00	$0.00	Estimated cost for Hatch Ignite, staff training, and monthly service fees; this product is used by the Don Brewer Head Start Center and EduCare schools
Subtotal Program Consultants & Contractual	$88,070.75	$38,000.00	$50,070.75	
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	$0.00	$0.00	$0.00	
Subtotal Travel	**$0.00**	**$0.00**	**$0.00**	
E. Participant Educational Materials	**$2,000.00**	**$2,000.00**	**$0.00**	Materials associated with TBRI practicioner training, Hatch trainings, FrogStreet, and other
F. Consumable Program Supplies	**$0.00**	**$0.00**	**$0.00**	
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	$0.00	$0.00	$0.00	
2 Utilities	$0.00	$0.00	$0.00	
3 Postage and Shipping	$0.00	$0.00	$0.00	
4 Supplies	$0.00	$0.00	$0.00	
5 Copying	$0.00	$0.00	$0.00	
Subtotal Office Expenses	**$0.00**	**$0.00**	**$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	**$0.00**	**$0.00**	**$0.00**	
N. Conferences and Staff Training				
3 Additional Trainings and associated expenses	$5,000.00	$5,000.00	$0.00	Estimated cost for TBRI practitioner training, Family Engagement training opportunities and other associated trainings in alignment with the Don Brewer Head Start Center
Subtotal Conferences and Staff Training	**$5,000.00**	**$5,000.00**	**$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				

5			
Subtotal Other Allowable Costs	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
DIRECT EXPENSES TOTAL	$488,303.63	$75,000.00	$413,303.63
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)	$488,303.63	$75,000.00	$413,303.63

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.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

C1. Provision of Services.

If any services, functions or responsibilities are not specifically described in **Exhibit A** or elsewhere in the Contract but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein.

C2. Relationship of the Parties.

In performance of the Services, Contractor shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of KHA. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

C3. KHA's Right to Make Changes.

KHA may unilaterally require, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of the Contract. KHA will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Contractor, which shall not be unreasonably withheld. KHA and Contractor will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

C4. Service Warranties.

Contractor warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with the Contract and the standards prevailing in the industry. Contractor shall also undertake the following actions without additional consideration during the term of the Contract and for one year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Contractor; and (ii) conferring with KHA for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by KHA shall not relieve Contractor of these responsibilities. The warranties and covenants in this paragraph will extend to all subcontractors as well.

The foregoing warranties and covenants shall not apply (i) with respect to any portions of the Services that have been produced by anyone other than Contractor or its subcontractors; (ii) to any modifications made by anyone other than Contractor or its subcontractors or without Contractor's specific prior written consent; or (iii) to any use of the Services in a manner or for any purpose other than those contemplated in the Contract. **EXCEPT AS EXPRESSLY STATED IN THE CONTRACT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING**

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR'S WARRANTIES EXTEND SOLELY TO KHA.

C5. KHA Will Assist Contractor.

At Contractor's request, KHA will provide reasonable assistance and cooperation to Contractor, including the supply of any data and information necessary for Contractor to provide the Services. KHA will also designate a Contract Manager who will, on behalf of KHA, work with Contractor and administer the Contract in accordance with its terms.

C6. Location Requirements for Services.

Unless otherwise stated in the Contract, the majority of the Services shall be performed within Duval County, Florida and no Services will be performed outside of the United States. These restrictions may be modified in writing if KHA determines, in its sole discretion, that the restrictions impose an undue burden on Contractor's ability to perform the Services as contemplated in the Contract.

C7. Use of Subcontractors; Flow-Down Provisions.

Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be responsible for the acts or omissions of its subcontractors. Contractor will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

C8. Meetings and Reports.

Contractor must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by KHA and Contractor can reasonably schedule its appearance. Unless otherwise agreed, Contractor shall provide a monthly report summarizing Contractor's performance. Contractor shall provide other periodic reports respecting the Services as KHA reasonably requests.

C9. Intellectual Property.

(a) Contractor grants to KHA an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to KHA) Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for KHA an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service Contractor. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should KHA, or any third party obtaining such Work through KHA, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at KHA's and such third party's sole risk.

C10. Software Development Processes and Standards.

To the extent any software is developed, modified, or otherwise procured under the Contract, Contractor will use commercially-accepted software development and documentation processes and standards.

C11. Limitation of Warranty for KHA-Furnished Software.

In lieu of any other warranty expressed or implied herein, KHA warrants that any programming aids and software packages supplied for Contractor use as KHA-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by KHA from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should KHA furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify KHA and supply documentation regarding any defects and their effect on progress on the Contract. KHA will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by KHA-furnished property in accordance with the procedures provided for in Section C3 above (KHA's Right to Make Changes).

C12. Loss of Data.

If any KHA data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for correcting and recreating all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer in the manner and on the schedule set by KHA. This remedy shall be in addition to any other remedy KHA may be entitled to by law or the Contract.

C13. Purchase Orders.

If the Contract requires a Service to be ordered by KHA via purchase order, Contractor shall not deliver or furnish the Service until a KHA transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by KHA directly with Contractor, and shall be deemed to incorporate by reference the Contract. Any discrepancy between the Contract terms and the terms stated on Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to KHA.

C14. Invoicing and Payment.

(a) Unless otherwise specified in the Contract, payment to Contractor for Services shall be made on a quarterly basis for the Services provided by Contractor for the preceding quarter. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. KHA may require any other information from Contractor that KHA deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. KHA does not pay service charges, interest or late fees unless required by law.

(b) To the extent Contractor's fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code.

(c) KHA's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

C15. Taxes.

KHA is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Contractor shall not include any state, local and federal taxes in any prices quoted to KHA.

C16. Right of Setoff.

KHA may, in addition to other remedies available at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by KHA (or any other local government entity or authority located in Duval County, Florida) against Contractor.

C17. Retention of Records / Audits.

(a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient.

(b) Contractor must retain all Records for a minimum period of three (3) years after the final

payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to KHA. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by KHA (including KHA's auditor, Council Auditor's Office and Inspector General Office), to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge KHA for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and KHA shall be permitted to bring its photocopying equipment if KHA so desires.

(d) Contractor must comply with and cooperate in any audits or reports requested by KHA and must ensure that all related party transactions are disclosed to the auditor.

(e) Contractor must permit KHA to interview any of Contractor's employees, subcontractors and subcontractor employees to assure KHA of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or KHA is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge KHA for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Following any audit or review, if performance of Contractor is, in the opinion of KHA, deficient, KHA will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to KHA, said corrective plan within ten (10) business days of receiving KHA's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after KHA's receipt of the corrective action plan.

(g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes.

(h) Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments.

(i) Contractor agrees to reimburse KHA for the reasonable costs of investigation incurred by KHA for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

C18. Indemnification.

Contractor shall comply with the indemnification requirements set forth in Exhibit F to this Contract.

C19. Insurance.

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract comply with the insurance requirements set forth in Exhibit G to this Contract.

C20. KHA's Right to Suspend Work.

KHA may in its sole discretion suspend any or all activities under this Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, KHA shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate this Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

C21. KHA's Right to Terminate for Convenience.

KHA reserves the right to terminate this Contract at any time and for any reason by giving written notice to Contractor. If this Contract is terminated for convenience as provided herein, KHA will be relieved of all further obligations other than payment for that amount of Services actually performed to the date of termination. Access to any and all work papers will be provided to KHA after the termination of this Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate this Contract for convenience; it being understood that KHA's payment for Services forms the consideration for Contractor not having this right. In the event of KHA's termination of this Contract, KHA (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section C.24 below.

C22. KHA's Remedies Upon Contractor Default.

Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in this Contract or any extension, (2) Contractor fails to maintain adequate progress, thus endangering performance of this Contract, (3) Contractor fails to honor any other material term of this Contract, or (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. KHA may extend the 10-day cure period in its discretion.

In addition, the following shall constitute an immediate Event of Default with no right cure: Contractor has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector.

Upon an "Event of Default" on the part of Contractor, KHA will be entitled to terminate this Contract and pursue such other remedies available at law or equity, including the recovery of any re-procurement costs and delay damages. The rights and remedies available to KHA under this Contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience.

C23. Contractor Remedies Upon KHA Default.

KHA shall be in default if KHA fails to honor any material term of this Contract, and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of KHA's default, Contractor will be entitled to terminate this Contract and pursue such other remedies available at law or equity as it deems appropriate. **Except as expressly provided elsewhere in this Contract, Contractor will not be entitled to recover any lost profits or consequential damages.** The rights and remedies available to Contractor under this Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

C24. Transition Services.

At any time prior to the date this Contract expires or terminates for any reason (the "Termination Date"), KHA may direct Contractor to provide reasonable transition assistance services ("Transition Assistance"). Contractor shall provide such Transition Assistance until such time as KHA notifies Contractor that KHA no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service Contractor (either KHA itself or a third-party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by KHA, those third parties shall cooperate with Contractor in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Contractor.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost

to KHA. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Contractor charges to government entities for comparable services; provided however, that if KHA terminates this Contract because of a breach by Contractor, then (i) the Transition Assistance shall be provided at no cost to KHA, and (ii) KHA will be entitled to any other remedies available to it under law. Contractor may withhold Transition Assistance after the Termination Date if KHA does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Contractor in accordance with the invoicing and payment provisions of this Contract.

C25. Force Majeure, Notice of Delay, and No Damages for Delay.

Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). Contractor shall notify KHA in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, KHA will give Contractor a reasonable extension of time to perform; provided, however, that KHA may elect to terminate this Contract in whole or in part if KHA determines, in its sole judgment, that such a delay will significantly impair the value of this Contract to KHA. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** No claim for damages, other than for an extension of time, shall be asserted against KHA. Contractor shall not be entitled to an increase in this Contract price or payment of any kind from KHA for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

C26. No Waiver.

The delay or failure by a party to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, KHA's payment for the Services shall not release Contractor of its obligations under this Contract and shall not be deemed a waiver of KHA's right to insist upon strict performance hereof.

C27. Qualification of Contractor Employees, Subcontractors, and Agents.

All Contractor employees, subcontractors and agents performing work under this Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors and agents performing work under this Contract must comply with all reasonable administrative requirements of KHA

and with all controlling laws and regulations relevant to the services they are providing under this Contract. KHA may conduct, and Contractor shall cooperate in, a security background screening or other assessment of any employee, subcontractor or agent furnished by Contractor. KHA may refuse access to, or require replacement of, any personnel for reasonable cause.

Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors and agents are not considered employees of KHA. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than KHA.

As a condition to providing services to KHA, Contractor (and any subcontractor) will enroll and participate in the federal E-Verify Program within thirty days of the effective date of this Contract. Proof of enrollment and participation will be made available to KHA upon request.

C28. Security Procedures.

Contractor and its employees, subcontractors and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida and KHA in performance of this Contract. KHA agrees that any security procedures imposed by KHA specifically for this Contract will be reasonable and will not impose any unreasonable costs or hardships.

C29. Restrictions on the Use or Disclosure of KHA's Information.

Subject to the terms of Chapter 119, Florida Statutes, Contractor shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of KHA. At KHA's request, all information furnished by KHA will be returned to KHA upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on KHA's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive this Contract.

C30. Protection of Contractor's Trade Secrets and Other Confidential Information.

All documents received by KHA in connection with this Contract are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to KHA. KHA agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, KHA may

release the requested information. Such release shall be deemed for purposes of this Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property.

C31. Assignment.

Each party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Contract. Contractor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under this Contract without the prior written consent of KHA. In the event of any assignment, Contractor shall remain liable for performance of this Contract unless KHA expressly waives such liability. KHA may assign this Contract with prior written notice to Contractor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of KHA.

C32. Notice and Approval of Changes in Ownership.

Because the award of this Contract may have been predicated upon Contractor's ownership structure, Contractor agrees that any transfer of a substantial interest in Contractor by any of its owners shall require KHA's prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of this Contract, Contractor represents that it has no knowledge of any intent to transfer a substantial interest in Contractor. A substantial interest shall mean at least 25% of the voting shares in Contractor. This section shall not apply to (i) transfers occurring upon the incapacitation or death of an owner; (ii) transfers associated with an initial public offering on the NYSE or NASDAQ markets; or (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

C33. Assignment of Antitrust Claims.

Contractor and KHA recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by KHA. Therefore, Contractor hereby assigns to KHA any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials or services purchased in connection with this Contract.

C34. Equal Employment Opportunity.

The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above cited terms, written evidence of such exempt status must be provided to KHA.

C35. Other Non-Discrimination 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 KHA, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this 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 this Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to this Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

C36. <u>Prompt Payment to Subcontractors and Suppliers</u>.

The following is required by Chapter 126, Part 6, Jacksonville Ordinance Code; provided however, if Contractor does not use JSEB or MBE subcontractors, as identified below, this Section C.36 shall not apply:

(a) *Generally*. When Contractor receives payment from KHA 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 fifteen (15) calendar days after Contractor's receipt of payment from KHA. 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 dispute, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to KHA 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 KHA and said subcontractor or supplier within ten (10) calendar days after Contractor's receipt of payment from KHA. Contractor shall pay all undisputed amounts due within the time limits imposed by this Section.

(b) *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation*. Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code, Contractor shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB") and Minority Business Enterprises ("MBE"), as defined therein, their pro rata share of their earned portion of the progress payments made by KHA under this Contract within seven (7) business days after Contractor's receipt of payment from KHA (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 KHA, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB's or MBE's from all prior payments Contractor has received from KHA. Contractor shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB's or MBE's, which payment has been made by KHA to Contractor, Contractor shall return said payment to KHA. Contractor shall provide notice to KHA and to the certified JSEB's or MBE's 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 KHA and said JSEB's or MBE's within five (5) calendar days after Contractor's receipt of payment from KHA. Contractor shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEB's or MBE's within seven (7) business days shall be a breach of this Contract, compensable by one per-cent (1%) of the outstanding invoice being withheld by KHA, not as a penalty, but as liquidated damages to compensate for the additional contract administration by KHA.

(c) *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between KHA and any subcontractor, supplier, JSEB or MBE or any third party or create any KHA 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 Contractor's contractual obligations to KHA. As a result of said breach, KHA, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily late payment charge or the charges specified in said Chapter 126 of the Jacksonville Ordinance Code for JSEB's or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or MBE's, whichever is greater.

C37. <u>Conflicts of Interest</u>.

Contractor acknowledges that Section 126.110 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

C38. <u>Contingent Fees Prohibited</u>.

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona-fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For the breach or violation of these provisions, the City shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the

full amount of such fee, commission, percentage, gift or consideration.

C39. Truth in Negotiation Certificate.

The execution of this Contract by Contractor shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Contractor states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the City determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of the Contract.

C40. Compliance with Applicable Laws.

Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code);
- All licensing and certification requirements applicable to performing the Services;
- The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), as amended, and the HIPAA Privacy and Security Rules thereunder; and
- All applicable federal, state and local laws and regulations governing the practice of medicine, including without limitation ethical standards and any practice standards.

Contractor acknowledges that its performance under this Agreement may involve access to confidential patient information including, but not limited to, personally-identifiable information, protected health information, and individual financial information (collectively, "Protected Information") that is subject to state or federal laws and regulations restricting the use and disclosure of such information, including, but not limited to, HIPAA and HITECH. Contractor agrees to comply with all applicable federal and state laws restricting the access, use and disclosure of Protected Information. Contractor shall use appropriate safeguards to prevent any access, use, modification, disclosure or destruction of Protected Information other than as permitted under applicable laws and regulations, which shall include but not be limited to administrative, physical and technical safeguards as necessary and appropriate to protect the confidentiality, security, integrity and availability of Protected Information, and which shall be no less rigorous than accepted industry practices and industry standards of information security.

Notwithstanding any provision in this Agreement to the contrary, Contractor shall indemnify, defend and hold harmless KHA, its affiliates, members, directors, officers and employees from

and against any and all claims, suits, causes of action, inquiries, investigations, proceedings, and the resulting damages, fees, costs, penalties, resolutions, assessments, losses, liabilities, or judgments (including reasonable attorneys' fees) which may be imposed on or incurred by or instituted against KHA or any such person relating to or arising out of any access, use, disclosure, modification, or destruction of Protected Information that is not permitted under applicable law.

This Section shall apply to information that is accessed, created, received, maintained, processed, modified, used, disclosed or destroyed in connection with the services provided under this Agreement by Contractor, in whatever form, including but not limited to paper, electronic or oral, that is individually identifiable information about patients and their family members and significant others, independent contractors, and other individuals, including but not limited to any individually identifiable health and financial information.

Contractor has all necessary licenses and permits necessary to operate the Program(s) and, upon request from KHA, shall provide KHA with evidence of such licenses and permits.

C41. Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. These purchases are independent of the agreement between KHA and Contractor, and KHA shall not be a party to such transactions.

C42. Warranty of Ability to Perform.

Contractor warrants that (i) it is ready, willing and able to perform its obligations under this Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify KHA in writing if its ability to perform is compromised in any manner during the term of this Contract.

C43. Warranty of Authority to Sign Contract.

Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to this Contract.

C44. Governing State Law/Severability/Venue/Waiver of Jury Trial.

The rights, obligations and remedies of the parties as specified under this Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes

arising under this Contract.

C45. Construction.

Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in this Contract. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

C46. Public Records.

In accordance with Section 119.0701, Florida Statutes, Contractor shall:

(a) Keep and maintain public records required by KHA to perform the Services; and

(b) Upon request from KHA's custodian of public records, provide KHA 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 KHA; and

(d) Upon completion of this Contract, transfer to KHA at no cost all public records in possession of Contractor or keep and maintain public records required by KHA to perform the Services. If Contractor transfers all public records to KHA 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 KHA upon request from KHA's custodian of public records in a format that is compatible with KHA's information technology systems.

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

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

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-11678-22**

Subject: Educare Program

Department: Kids Hope Alliance

Description of Purchase: Recommend approval of award to I.M. Sulzbacher Center for the Homeless, 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: 10901.181001.582001.000000.00000458.00000.0000000 - To be executed by formal contract through the Office of General Counsel

Single Source Award To: I.M. Sulzbacher Center for the Homeless, 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: Annette Burney

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN

12/16/21
DATE

ACTION OF AWARDING AUTHORITY DATE: 12-16-21

APPROVED ✓ DISAPPROVED

OTHER

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

SIGNATURE OF AUTHENTICATION

FORM GB-113, Revised 12/2007