

**SERVICES CONTRACT
BETWEEN
KIDS HOPE ALLIANCE
AND
THE FIRST COAST LEADERSHIP FOUNDATION JACKSONVILLE, INC.
FOR
Mentor to Thrive Program**

This Services Contract (“*Contract*”) is effective as of the 1st day of August, 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 **THE FIRST COAST LEADERSHIP FOUNDATION JACKSONVILLE, INC.**, a Florida not for profit corporation with its principal offices at 2049 North Pearl Street, Jacksonville, Florida 32206 (the “*Contractor*”).

RECITALS

WHEREAS, in Ordinance 2021-____-E, the Jacksonville City Council authorized KHA to contract directly with Contractor to provide a mentoring programming and appropriated \$102,867 to KHA to fund these services; and

WHEREAS, Contractor has agreed to provide the mentoring programming described in Exhibit A (the “*Services*”) on the terms and conditions contained in this Contract; and

NOW THEREFORE, in consideration of the mutual covenants contained in this Contract, the parties agree as follows:

- 1. Performance of Services.** Contractor shall perform the Services in accordance with the terms and conditions of this Contract, the Scope of Service attached as Exhibit A to this Contract.
- 2. Compensation.** KHA shall compensate Contractor monthly for each Unit of Service actually delivered by Contractor under this Contract during the prior month. A “Unit of Service” shall be equal to a one-hour mentoring session with a youth.

In addition, KHA shall pay Contractor on a monthly basis for Services provided under this Contract during the prior month at the rate of \$4,367 for the month of August, and \$3,500 per month for each month thereafter, upon receipt of an invoice therefor in accordance with the provisions of Section C14 of this Contract together with all of the deliverables set forth for that month in Exhibit A.

No payments will be made until all applicable deliverables are received and approved by KHA. Contractor also shall have the right to request a 25% advance payment in accordance with the provisions of Section E2 of 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 One Hundred Two Thousand Eight Hundred Sixty-Seven and 00/100 Dollars (\$102,867.00). All payments to Contractor under this Contract are contingent upon the existence of lawfully appropriated funds.

4. Term. The term of this Contract shall commence on the Effective Date and shall continue through July 31, 2022 (the "***Term***"). KHA, in its sole discretion, will have the right to renew this Contract for up to three additional one-year terms.

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

- Exhibit A – Scope of Services
- Exhibit B – Intentionally Omitted
- Exhibit C – General Contract 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:
The First Coast Leadership Foundation Jacksonville, Inc.
2049 North Pearl Street
Jacksonville, Florida 32206
Attn: Nahshone Nicks, CEO

All notices shall be deemed to be effective when received by (or tendered to and rejected 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 _____, 1095 A. Philip Randolph Boulevard, Jacksonville, Florida 32206; Phone # (904) 255-4427, and Contractor's Contract Manager is _____, 2049 North Pearl Street, Jacksonville, Florida 32206; Phone # _____. 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.

**THE FIRST COAST LEADERSHIP FOUNDATION
JACKSONVILLE, INC.**

_____ By: _____
Witness

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

_____ By: _____
Witness Michael Weinstein, CEO

Form Approved:
By: _____
Office of General Counsel

Encumbrance and funding information for internal City use:
Account or PO Number:
Amount.....\$102,867.00

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

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

Director of Finance
City Contract #

Exhibit A
Scope of Services

Provider: First Coast Leadership Foundation, Inc.

Program: Mentoring To Thrive

The contract with the providers to operate the Mentoring To Thrive program will follow the guidelines of the program priorities outlined below.

In addition to any services stipulated by the Provider in the Proposal. The Provider shall perform the following services:

1. Program Design Requirements:

The Mentoring 2 Thrive and Empowerment 2 Mentorship programs include the following objectives: 1. decreasing risk factors for substance abuse by increasing protective resources, 2. promoting resilience through mentorship, 3. connecting families to resources, such as health and social services, 4. promoting community-driven activities, and 5. providing access to mental health and law enforcement agencies. The US Drug Enforcement Agency's *Operation Prevention* curriculum is a model we will adapt, in our training and programming, to provoke positive growth and development within our community.

TFCLF's mentoring programs will offer community-based resources where case managers will recruit, monitor, document, and nurture mentor-mentee relationships. Mentors can convey to their mentees experiences that are positive in social settings, leading to improvements in social engagement(s) and other relationships throughout their lives. (Keller, 2005). Consistently meeting program goals and objectives through evidence-based standards, continuous innovative research, and implementing essential best practices are TFCLF's commitments.

Our holistic approach includes providing wrap-around referral services to the families of our mentees. One of the risk factors that our mentoring program will address is "absence of fathers" in the home, as it is costing our communities, and the nation at-large, billions of dollars. In addition, fatherless homes contribute to the increase in dependence on state and federal systems for economic support and social services. Mentor programs fill gaps that lead to youth to experience unnecessary negative interaction with the criminal justice's system. (Gundy, 2013)

Number of Students Served:

Number of Children Served: 60 students

Service Time and Period Requirements:

August 1, 2021 – July 31, 2022 option for renewals; maximum of three (3) renewal options

Days of the Week: Two Days a week

Length of mentoring sessions (in minutes): 60

Number of months: 12

Location(s):

The First Coast Leadership Foundation Headquarters – 2049 N Pearl Street, Jacksonville, Florida 32206

2. Program Fees and Program Income

Provider must report any income and/or fees/charges from the program.

3. Safety Requirements:

The safety of students and their families participating in the program is of the highest priority. Students must participate in structured activities in a safe environment supervised by well-trained and caring staff on- and off-site. Facilities must comply with federal, state, and local health and safety standards.

All participants will adhere to our COVID-19 guidelines. Guidelines are for TFCLF's building and any mentor/mentee in the field interactions.

4. Academic and Personal Enrichment

Approved personal enrichment activities advance student academic achievement, may include the following categories:

- Mathematics and science educational activities
- Language Art and Reading educational activities
- Remedial education activities and academic enrichment learning programs, including providing additional assistance to students which allows them to improve their academic achievement
- Physical education and recreation activities
- Arts and music **educational** activities (**not arts and crafts**)
- Drug and violence prevention and/or counseling activities

The funding purposes are:

1. to provide opportunities for academic enrichment, including providing tutorial services to help students (particularly students in high-poverty areas and those who attend low-performing schools) meet state and local student performance standards in core academic subjects such as reading and mathematics, and
2. offer students a broad array of additional services, programs and activities such as positive youth development activities; drug and violence prevention programs; counseling programs; art, music, and recreation programs; technology education programs; and character education programs, that are designed to reinforce and complement the regular academic program of participating students by creating hands-on and engaging academic and personal enrichment learning opportunities.

KHA has established Outcome Measures for Mentoring 2 Thrive programming, as displayed on the following chart. The measures are subject to change and may be added to, deleted or edited as the program progresses.

PERFORMANCE MEASURES				
The Contractor will be required to submit client performance measure data, in the SAMIS Performance Measure (PM) Module, within the time frames specified by KHA. The Contractor shall also report any barriers experienced in performance measure achievement, as required. The report should also include any noteworthy activities that have occurred during the term of this Agreement, as requested. Contractors will use the KHA Data Quality Assurance Report to ensure administration points are completed and service components are attached.				
<i>DESIRED RESULT: Promoting life skills through mentorship</i>				
Results based accountability utilizes data to improve performance outcome measures to achieve the desired customer result. When applied, performance measurement answers the following key questions:				
Key Question	Performance	KHA Goal*	Evaluation Tool	Admin Schedule
How Much Did We Do?	% of contracted youth actually served.	95%	SAMIS Data	Analyzed on Semi-Annual Schedule
	% of funded allocation utilized.	95%	SAMIS Data	Analyzed on Semi-Annual Schedule
How Well Did We Do It?	Program Services Monitoring	Meets Expectations	Monitoring and Site Visits	1 st Year – Quarterly 2 nd & 3 rd Year (if renewed) – Bi-Annually
	Data Integrity	95%	SAMIS Quality Assurance Report	Analyzed on Semi-Annual Schedule
Is Anybody Better Off?	% of youth who successfully completed the program.	75%	SAMIS Case Closure Reason	Program Completion
	% of youth who increased their life skills through mentorship	75%	Appropriate tool to be mutually agreed upon with Contractor	To be mutually agreed upon with Contractor

5. Parent Engagement Requirements/Adult Family Member Services

The third specific purpose of the funding is to offer families of actively participating students the opportunity for literacy and related educational development. In particular, programs should **provide family involvement services** designed to increase the involvement of adult family members in their child’s education and/or to develop literacy or related educational skills that will enable adult family members to be supportive of the child’s learning.

The providers will be required to provide necessary information for the funders in an accurate and timely manner to meet deadlines set by the Kids Hope Alliance (KHA). The providers will need to enter data into, local, state and federal data collection systems with assistance from the KHA. Failure to follow the reporting outcomes may delay reimbursement of contracts invoices, corrective action, probation and/or termination of contract.

6. Dissemination Plan

The First Coast Leadership Foundation will operate an aggressive outreach program.

MENTOR

- Receive referrals from Duval County Public Schools.
- Receive referrals from local business collaborations.
- Receive Mentors from promotional outreach.

MENTEES

- Receive referrals from Duval County Public Schools.
- Receive referrals from local organizations.
- Receive referrals from DJJ.

Social Media Promotions:

Our goal is to get parents of at-risk youth to voluntarily sign-up. Using social media platforms with trusted voices, faces, and messages to attract those individuals to the program.

Radio/TV

TFCLF will Public Service methods to reach the community at large.

7. Budget

Budget Correlates with Narrative

Units of Service (UOS)

Students to be Served		Days of Operation		Units of Service		Reimbursement Rate		Proposed UOS Amount
60	X	100	=	6,000	X	\$10.00	=	\$60,000

- August 2021 (\$4,367)
 - *Identify key staff members involved with program include title, job description, and experience*
 - *List of students participating in program with student demographics (full name, student identification number, gender, race/ethnicity, etc.)*
 - *Detailed timeline of implementation of program*
 - *Monthly report including measurable outcomes, detailed narrative of activities, events, partnerships, and/or outreach*
 - *Outcomes measured by pre-survey, an appropriate tool to be mutually agreed upon with Contractor, within two week of program entry and post-survey, an appropriate tool to be mutually agreed upon with Contractor, upon program completion of the program to determine participants' increase in resilience through mentorship*
- September 2021 (\$3,500)

- *List of students participating in program with student demographics (full name, student identification number, gender, race/ethnicity, etc.)*
- *Monthly report including measurable outcomes, detailed narrative of activities, events, partnerships, and/or outreach*
 - *Outcomes measured by pre-survey, an appropriate tool to be mutually agreed upon with Contractor, within two week of program entry and post-survey, an appropriate tool to be mutually agreed upon with Contractor, upon program completion of the program to determine participants' increase in resilience through mentorship*
- **October 2021 (\$3,500)**
 - *List of students participating in program with student demographics (full name, student identification number, gender, race/ethnicity, etc.)*
 - *Monthly report including measurable outcomes, detailed narrative of activities, events, partnerships, and/or outreach*
 - *Outcomes measured by pre-survey, an appropriate tool to be mutually agreed upon with Contractor, within two week of program entry and post-survey, an appropriate tool to be mutually agreed upon with Contractor, upon program completion of the program to determine participants' increase in resilience through mentorship*
- **November 2021 (\$3,500)**
 - *List of students participating in program with student demographics (full name, student identification number, gender, race/ethnicity, etc.)*
 - *Monthly report including measurable outcomes, detailed narrative of activities, events, partnerships, and/or outreach*
 - *Outcomes measured by pre-survey, an appropriate tool to be mutually agreed upon with Contractor, within two week of program entry and post-survey, an appropriate tool to be mutually agreed upon with Contractor, upon program completion of the program to determine participants' increase in resilience through mentorship*
- **December 2021 (\$3,500)**
 - *List of students participating in program with student demographics (full name, student identification number, gender, race/ethnicity, etc.)*
 - *Monthly report including measurable outcomes, detailed narrative of activities, events, partnerships, and/or outreach*
 - *Outcomes measured by pre-survey, an appropriate tool to be mutually agreed upon with Contractor, within two week of program entry and post-survey, an appropriate tool to be mutually agreed upon with Contractor, upon program completion of the program to determine participants' increase in resilience through mentorship*
- **January 2022 (\$3,500)**
 - *List of students participating in program with student demographics (full name, student identification number, gender, race/ethnicity, etc.)*

- *Monthly report including measurable outcomes, detailed narrative of activities, events, partnerships, and/or outreach*
 - *Outcomes measured by pre-survey, an appropriate tool to be mutually agreed upon with Contractor, within two week of program entry and post-survey, an appropriate tool to be mutually agreed upon with Contractor, upon program completion of the program to determine participants' increase in resilience through mentorship*

- February 2022 (\$3,500)
 - *List of students participating in program with student demographics (full name, student identification number, gender, race/ethnicity, etc.)*
 - *Monthly report including measurable outcomes, detailed narrative of activities, events, partnerships, and/or outreach*
 - *Outcomes measured by pre-survey, an appropriate tool to be mutually agreed upon with Contractor, within two week of program entry and post-survey, an appropriate tool to be mutually agreed upon with Contractor, upon program completion of the program to determine participants' increase in resilience through mentorship*

- March 2022 (\$3,500)
 - *List of students participating in program with student demographics (full name, student identification number, gender, race/ethnicity, etc.)*
 - *Monthly report including measurable outcomes, detailed narrative of activities, events, partnerships, and/or outreach*
 - *Outcomes measured by pre-survey, an appropriate tool to be mutually agreed upon with Contractor, within two week of program entry and post-survey, an appropriate tool to be mutually agreed upon with Contractor, upon program completion of the program to determine participants' increase in resilience through mentorship*

- April 2022 (\$3,500)
 - *List of students participating in program with student demographics (full name, student identification number, gender, race/ethnicity, etc.)*
 - *Monthly report including measurable outcomes, detailed narrative of activities, events, partnerships, and/or outreach*
 - *Outcomes measured by pre-survey, an appropriate tool to be mutually agreed upon with Contractor, within two week of program entry and post-survey, an appropriate tool to be mutually agreed upon with Contractor, upon program completion of the program to determine participants' increase in resilience through mentorship*

- May 2022 (\$3,500)
 - *List of students participating in program with student demographics (full name, student identification number, gender, race/ethnicity, etc.)*
 - *Monthly report including measurable outcomes, detailed narrative of activities, events, partnerships, and/or outreach*

- *Outcomes measured by pre-survey, an appropriate tool to be mutually agreed upon with Contractor, within two week of program entry and post-survey, an appropriate tool to be mutually agreed upon with Contractor, upon program completion of the program to determine participants' increase in resilience through mentorship*
- June 2022 (\$3,500)
 - *List of students participating in program with student demographics (full name, student identification number, gender, race/ethnicity, etc.)*
 - *Monthly report including measurable outcomes, detailed narrative of activities, events, partnerships, and/or outreach*
 - *Outcomes measured by pre-survey, an appropriate tool to be mutually agreed upon with Contractor, within two week of program entry and post-survey, an appropriate tool to be mutually agreed upon with Contractor, upon program completion of the program to determine participants' increase in resilience through mentorship*
- July 2022 (\$3,500)
 - *List of students participating in program with student demographics (full name, student identification number, gender, race/ethnicity, etc.)*
 - *Monthly report including measurable outcomes, detailed narrative of activities, events, partnerships, and/or outreach*
 - *Outcomes measured by pre-survey, an appropriate tool to be mutually agreed upon with Contractor, within two week of program entry and post-survey, an appropriate tool to be mutually agreed upon with Contractor, upon program completion of the program to determine participants' increase in resilience through mentorship*

Total: \$102,867

EXHIBIT B
Intentionally omitted

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 Service 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.

Except to the extent the use of subcontractors is disclosed in the Application or consented to in writing by KHA, 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 monthly basis for the Services provided by Contractor for the preceding month. 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 , but not limited to, the City of Jacksonville's Council Auditor and inspector general offices), 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: (i) Contractor is found to have made a false representation or certification in its Application, or (ii) 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 request 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 to the extent that 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, copy right 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.

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. Prompt Payment to Subcontractors and Suppliers.

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 C36 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. Conflicts of Interest.

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. Contingent Fees Prohibited.

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); and
- All licensing and certification requirements applicable to performing the Services.

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.

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 service. 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. KHA Essential Services Plan.

The KHA Essential Services 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. As such, all KHA programs should address the goals under the Essential Services Category related to the funding as well as the Continuum of Service areas prioritized by KHA. For this contract, the essential service category is Preteen and Teen Programming (PTP). Contractor should review the goals and performance metrics for KHA's Preteen and Teen Programming (PTP) Essential Services Category contained in the Essential Services Plan document, which can be downloaded from the Kids Hope Alliance website: www.kidshopealliance.org. Contractor should address these goals and performance metrics to the extent applicable to the Services in addition to the more specific performance metrics for the Services provided in Exhibit A.

D2. Use of Funds.

Contractor must use every dollar provided by KHA only for the Program and for no other purpose. Contractor must not use funds received pursuant to the terms of this Contract in any manner or for any purpose whatsoever in connection with an agency program that delivers training or teaching that is purely religious in nature.

D3. Monitoring by KHA.

KHA will use the reports specified in Section D4 below for monitoring Contractor's progress and performance of the Services.

Contractor will:

1. Provide access to, or furnish whatever information is necessary to, effect this monitoring.
2. Permit the City and/or KHA to monitor the program operated by Contractor or an approved subcontractor or assignee to ensure compliance with applicable city, state and federal laws and regulations. Monitoring will include access to all client records and records of all personnel who have access to clients.

Program records must include program roster, name, age, demographic information, attendance, progress notes, and outcome measures.

D4. Reporting/Data Requirements.

The SAMIS data system, designed by KHA for reporting Program Units of Service, Participant Demographics, Continuum of Services and Fiscal Reporting, must be used by Contractor. This data will be submitted in that system as follows: (a) Electronically via Internet Access, (b) In accordance with all required deliverables, and (c) With all Invoice/Expenditure report requests being submitted with accompanying supporting documentation to justify the

expenses (e.g., check numbers, payroll ledger data, sign-in sheets, etc.).

Parental Consent Forms for all participating students, if applicable, must be obtained by Contractor and maintained at the program site or agency administrative office. Parental Consent Forms must give permission for KHA to access and or use participant data, program data, and program activities in its generated report.

Authorized Data System Users will be granted system access with a unique username and password only after Contractor successfully completes the required submission of a new user request form. Under no circumstances shall Contractor share the username and password of an authorized user with anyone that has not been formally granted system access by the appropriate KHA data system administrator(s). Using the username and password of another person is strictly prohibited. Contractor is responsible for vetting the candidates they request system access for and will be responsible for all actions within the system of persons working with the system on their behalf. Upon the termination of employment or volunteer service of an authorized data system user, the funded Contractor will report to a KHA data system administrator(s) in writing and or via email requesting the former employee's or volunteer's system account be de-activated. This notification must be received no later than three business days after termination.

Contractor must comply with the following requirements:

1. Required Data System Trainings - Contractor will ensure their designated Data Manager and all other staff tasked with using the SAMIS system will register for, attend, and successfully complete the required SAMIS Data Manager orientation class prior to system utilization. Data Managers will also participate with required SAMIS system Webinars as directed by KHA.
2. Reporting in KHA's Data System - Contractor will input and maintain all required participant related data in the designated SAMIS data system program page assigned to Contractor by KHA. Required participant data will be defined by KHA with the necessary data input fields and structures provided as part of the assigned data system and or supporting processes. Data input will be performed directly into KHA assigned data system for each participant and only by Contractor's authorized data system user(s).
3. Student ID Numbers –Intentionally Omitted.
4. Demographic Data – Intentionally Omitted
5. Other Required Data - Contractor will, as designated by KHA, facilitate the administration of any surveys issued on behalf of KHA.

D5. Protection of Participant Data.

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

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 any loss, cost, damage or expense suffered by KHA, including but not limited to the cost of notification of affected persons as a direct result of the unauthorized disclosure of education records.

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).

D6. 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.

D7. 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.

D8. Staffing Requirements.

All of Contractor's staff who may come into contact with children in connection with the Services provided by Contractor under this Contract (i) must be trained in trauma-based therapy (if training is needed, it may be requested and provided by KHA); (ii) should have the demonstrated capacity to serve the population receiving the Services; (iii) must be screened and cleared prior to the start of the program in accordance with the Level 2 background screening requirements contained in this Contract; and (iv) must be diverse, culturally competent, and reflect the communities that they will serve. At least one staff member must be CPR/First Aid trained and a CPR/First Aid trained staff member must always be on site.

D9. Changes in Management or Program Personnel.

Any change in top management or program 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.

D10. Termination.

In addition to the remedies provided in Section C22 of Exhibit C to this Contract, upon Contractor's receipt of a notice of termination for an Event of Default, and, except as otherwise directed, Contractor shall:

- A. Cease providing Services under this Contract on the date and to the extent specified in the notice of termination.
- B. Place no further orders or subcontracts to the extent that they relate to the performance of the Services that were terminated.
- C. Terminate all orders and subcontracts to the extent that they relate to the performance of the Services that were terminated.
- D. Prepare all necessary reports and documents required under the terms of this Contract up to the date of termination, including the final report without reimbursement for services rendered in completing said reports beyond the termination date.

D11. Background Screening.

Contractor must contact the **Florida Department of Children and Families (DCF)** for information regarding Background Screening at 1-888-352-2842, **www.dcfbackgroundscreening.com**. Contractor must screen all staff working in the program in compliance with Level 2 background screening and fingerprinting requirements in accordance with Sections 943.0542, 984.02, Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, as applicable. The Contractor must maintain staff personnel files which reflect that a screening result was received and reviewed to determine employment eligibility **prior** to employment. Contractors operating within Dual County Public Schools (DCPS) sites must re-screen each employee, volunteer and/or subcontractor as DCPS vendors every five years (as required by DCPS), provided there is no more than a 90 days lapse in service. An annual screening and resubmission is required for the Department of Children Families for those that are also required to be licensed by DCF.

In the event of updates to rules and regulations, contractors must follow the most the most up-to-date screening requirements as required by applicable agencies.

D12. Voice and Image Release.

Contractor shall ensure that an appropriate release is completed prior to publishing and copyrighting any activities involving children participating in Contractor's program.

D13. Incident Reporting.

- A. Contractor is to establish procedures to facilitate reporting of incidents to program management and to KHA.
- B. Contractor will notify KHA's Contract Manager via telephone and/or fax immediately upon learning of an out-of-the-ordinary incident and after being assured that any remaining hazards have been eliminated and any necessary emergency assistance has been obtained.

After such notification, Contractor will submit the required written report as required.

- C. All incidents must be reported on the form provided by KHA and reported no later than forty-eight hours after occurrence. KHA requires reporting of incidents, occurrences or events within funded programs which:
1. Place clients or employees at risk
 2. Result in serious injury to clients or employees
 3. Require the direct intervention of program or agency management staff
 4. Could generate favorable or negative public reaction or media attention.
- D. Reportable incidents include, but are not limited to, the following examples:
1. Notable client achievement(s)
 2. Abduction/kidnapping of a client
 3. Auto accident resulting in injury
 4. Bomb threat
 5. Employee misconduct including law violations
 6. Epidemic or other public health emergency
 7. Fire, flood or other disaster
 8. Injury to client or employee requiring medical attention
 9. Media coverage – actual or potential
 10. Missing client/runaway

Any incidents or allegations of Abuse, Neglect or Exploitation must be reported immediately to the Abuse Registry at 1-800-96-ABUSE, as well as to KHA within 48 hours.

EXHIBIT E - PAYMENTS

E1. Audit Requirements.

Contractor shall comply with the following audit requirements, or such other audit requirements as may be adopted as an audit policy by the KHA Board from time to time:

- A. Small Providers, Providers and Agencies (as the terms “Small Providers”, “Providers” and “Agencies” are defined in Ordinance 2017-563-E) with annual contract amounts less than \$200,000 shall furnish KHA a detailed annual schedule of budget to actual expenditures of KHA funds for each program, by budget category that supports the amount outlined in the final approved budget. This report shall be certified as to its accuracy by the Chair or Treasurer of the Small Provider’s, Provider’s or Agency’s Board and must be submitted 90 days after each annual contract period or contract term, if less than a year.
- B. Small Providers, Providers and Agencies with annual contract amounts from \$200,000 to \$750,000, shall furnish KHA a detailed annual schedule of budget to actual expenditures of KHA funds for each program, by budget category that supports the amount outlined in the final approved budget. This report shall be certified as to its accuracy by the Chair or Treasurer of the Small Provider’s, Provider’s or Agency’s Board and must be submitted 90 days after each annual contract period or contract term, if less than a year. Small Providers, Providers and Agencies shall also furnish KHA a copy of an audit report in accordance with Generally Accepted Auditing Standards (GAAS) issued by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA). This report shall be due within 180 days of the close of the Small Provider’s, Provider’s or Agency’s fiscal year.
- C. Small Providers, Providers and Agencies with annual contract amounts in excess of \$750,000, shall furnish KHA a detailed annual schedule of budget to actual expenditures of KHA funds for each program, by budget category that supports the amount outlined in the final approved budget. This report shall be certified as to its accuracy by the Chair or Treasurer of the Small Provider’s, Provider’s or Agency’s Board and must be submitted 90 days after each annual contract period or contract term, if less than a year. Small Providers, Providers and Agencies shall also furnish KHA a copy of an audit report conducted in accordance with both GAAS and Government Auditing Standards (GAS), issued by the Comptroller General of the United States, and if applicable the provisions of Office of Management and Budget Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Organizations," of its financial affairs. This report shall be due within 180 days of the Small Provider’s, Provider’s or Agency’s fiscal year.
- D. KHA shall not provide reimbursement for contractual expenses during the period of time that Contractor’s audit report is delinquent.

- E. For purposes of this Section, the term “annual contract amounts” shall mean the aggregate amount received by Contractor during Contractor’s fiscal year under all contracts funded by KHA or one of its predecessors, the Jacksonville Children’s Commission and the Jacksonville Journey.

E2. Advanced Payments.

Upon the written request of Contractor, KHA, at its sole discretion, may make an advance payment to Contractor in an amount not to exceed 25% of the initial maximum indebtedness under this Contract. Contractor must complete KHA’s advance payment option form, which will be required before contract execution. Advances will be issued once a contract is fully executed. Advances will be recouped in accordance with KHA’s advance payment policies and the schedule chosen in the advance payment form.

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.

E4. Financial Records.

Contractor shall maintain financial and accounting records and conduct transactions in accordance with generally accepted accounting principles. All Contractor’s financial records shall be maintained in such a manner so as to permit positive and ready identification at all times of any funds received by Contractor from KHA from the time such funds are actually received by Contractor until the time they are actually expended or disbursed by Contractor according to the terms of this Contract. Office of Management and Budget (OMB) Circulars including A-102, A-87, A-110, A-122, and A-21 may be used as a guide concerning records to be maintained.

Contractor’s records shall be made available for audit, copying or inspection purposes at any time during normal business hours and as often as KHA or the City of Jacksonville Council Auditor may deem necessary.

Failure of Contractor to keep and maintain records as required in this Contract shall be a material breach of this Contract and shall justify termination by KHA, in the sole and exclusive discretion of KHA.

EXHIBIT F
INDEMNIFICATION REQUIREMENTS

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 Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to 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 Employer's Liability	Florida Statutory Coverage \$ 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	\$2,000,000 General Aggregate \$2,000,000 Products & Comp. Ops. Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Fire Damage \$ 5,000 Medical Expenses
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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.

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 F 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.