SUBJECT: Evening Reporting Center

BID # ESC-0321-17 **OPEN DATE: 1/4/2017**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – From date of executed contract through December 31, 2017, with two (2) one (1) year renewal options

FOR: JACKSONVILLE CHILDREN'S COMMISSION

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: **27** NUMBER RECEIVED: **2** OTHER: **0**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to utilize the first renewal option with St. Paul Missionary Baptist Church of Jacksonville, Inc. and to amend the end period from one (1) year to five (5) months from January 1, 2018 to May 31, 2018 in accordance with Ordinance 2017-563E. Remaining renewals will not utilized and no additional funds will be added. Total not to exceed expenditure amount of $143,242.00 will remain unchanged.

Funding Source: JCOD019ERC-08201 - To be executed by formal contract through the Office of General Counsel.

Attachments: Recommendation Memo, Tabulation, Evaluation Matrix and Scoring Sheet

BUYER _____
ANNETTE BURNEY

RESPECTFULLY SUBMITTED _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: JON HEYMANN, EXECUTIVE DIRECTOR, JACKSONVILLE CHILDREN'S COMMISSION

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

MEMBERS APPROVING_____ MEMBERS DISAPPROVING_____ DATE:_____

_____ _____ OTHER_____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED_____ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

City Hall at St. James
117 W. Duval St.
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

ONE CITY. ONE JACKSONVILLE.

TO: Gregory Pease, Chairman
Competitive Sealed Proposal Evaluation Committee

FROM: Kendra Mervin, Project Manager KM

THRU: Debbie Verges, Project Director DV

DATE: October 26, 2017

RE: **Amendment – Contract #7895**
St. Paul Missionary Baptist Church - Evening Reporting Center

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The Jacksonville Children's Commission/Journey requests an amendment to contract #7895. On behalf of the City of Jacksonville, the contract allows St. Paul Missionary Baptist Church – Evening Reporting Center to assist youth under court order through the delivery of educationally-focused program services and structured activities that prevent recidivism.

Accordingly, we ask that the contract term be extended from its current termination date of 12/31/2017 with two (2) one (1) year renewal options to 5/31/2018 with no renewals. Pursuant to Ordinance 2017-563-E, this extension is contingent upon use of available approved carryover funds and no new funds can be requested.

Attachments:
- Ordinance 2017-563-E (highlighted p.27 Section 7 & 8)
- Ordinance 2017-563-E Exhibit 3
- Copy - Contract #7895
- FAMIS Account Summary

Substituted 10/10/17
Amended x 6 10/10/17
Enacted 10/10/17

Introduced by the Council President at the request of the Mayor and Co-Sponsored by Council Members Crescimbeni, Love, Bowman, Ferraro, Hazouri, Wilson, Boyer, Gulliford, Schellenberg, Anderson, Newby, Gaffney and Carter, and Substituted by the Rules Committee and Amended six times on the Floor of the Council:

ORDINANCE 2017-563-E

AN ORDINANCE ESTABLISHING THE KIDS HOPE ALLIANCE; CREATING A NEW CHAPTER 77 (KIDS HOPE ALLIANCE), *ORDINANCE CODE;* AMENDING CHAPTER 111 (SPECIAL REVENUE AND TRUST ACCOUNTS), PART 8 (EDUCATION, LIBRARY AND CHILDREN), SECTION 111.850 (CHILDREN'S COMMISSION TRUST FUNDS), *ORDINANCE CODE;* AMENDING CHAPTER 118 (CITY GRANTS), PART 1 (GENERAL PROVISIONS), SECTION 118.106 (GRANTS FOR ECONOMIC DEVELOPMENT, CHILDREN'S SERVICES), *ORDINANCE CODE;* REPEALING CHAPTER 51 (JACKSONVILLE CHILDREN'S COMMISSION), *ORDINANCE CODE*, AND TRANSFERRING THE JACKSONVILLE CHILDREN'S COMMISSION EMPLOYEES AND JACKSONVILLE CHILDREN'S COMMISSION PROGRAMS TO THE KIDS HOPE ALLIANCE; REPEALING CHAPTER 75 (JAX JOURNEY), *ORDINANCE CODE*, AND TRANSFERRING JAX JOURNEY PROGRAMS TO THE KIDS HOPE ALLIANCE; WAIVING THE CARRYOVER PROHIBITION IN SECTIONS 118.301(a)(5) AND 75.107, *ORDINANCE CODE*, AS TO CERTAIN EXISTING JAX JOURNEY FUNDED CONTRACTS; CARRYOVER; PROVIDING FOR A START-UP

AND TRANSITION PERIOD; PROVIDING FOR THE PRESERVATION AND REGISTRATION OF LOGOS, TRADEMARKS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY RIGHTS RELATED TO THE KIDS HOPE ALLIANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR LIBERAL CONSTRUCTION; AUTHORIZING THE COUNCIL AUDITOR'S AND GENERAL COUNSEL'S OFFICE TO MAKE TECHNICAL AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, children and youth are vital to the City; and

WHEREAS, the City's moral, economic, social and academic success depends in part on the future success of the children and youth; and

WHEREAS, the City recognizes that the trend of violent crimes, juvenile delinquency, gang affiliation, and family disruption in the City has generally not improved over the past decade and that children and youth intervention programs and strategic policing initiatives are necessary to offset this negative trend; and

WHEREAS, the City recognizes that certain early learning, literacy, school readiness and out-of-school programs have proven to positively affect the early development and lives of children and youth; and

WHEREAS, the City recognizes that teenagers and young adults must be properly prepared to enter the workforce and be provided with the skills necessary to be successful in the workforce through mentoring and job training programs; and

WHEREAS, the Jacksonville Children's Commission, which is the only City agency specialized in providing children services, was

established almost twenty-five years ago and primarily oversees and funds the City's summer camp, early childhood and afterschool programs; and

WHEREAS, the Jax Journey Oversight Committee, the only City agency specialized in anti-crime initiatives, was established a decade ago and primarily oversees and funds the City's at-risk youth and ex-offender programs; and

WHEREAS, the children and youth that are served annually by the Jacksonville Children's Commission and the Jax Journey Oversight Committee's programs are not mutually exclusive children and youth populations, but are interconnected and overlapping children and youth populations; and

WHEREAS, the City desires to create a single seven-member public body, known as the Kids Hope Alliance ("KHA"), to comprehensively oversee and manage an integrated system of essential programs and services for children and youth that will ensure the future success of children and youth, which in turn will ensure the City's success as a thriving and vibrant city; now therefore

BE IT ORDAINED by the Council of the City of Jacksonville:

Section 1. Recitals. The recitals above are true and correct and incorporated herein by reference.

Section 2. Creating a new Chapter 77 (Kids Hope Alliance), *Ordinance Code*. Effective January 1, 2018, a new Chapter 77 (Kids Hope Alliance), *Ordinance Code*, is hereby created to read as follows:

CHAPTER 77 KIDS HOPE ALLIANCE

Sec. 77.101. - Legislative intent.

It is the intent of the Council to provide a continuum of services for the City's children and youth. The Council desires to offer

through one single public body, known as the Kids Hope Alliance, a comprehensive and integrated system of essential children and youth programs and services that will address the critical needs of children and youth.

Sec. 77.102. - Legislative findings and declaration.

The Council finds and declares that:

(1) Violent crimes, juvenile delinquency, gang affiliation and family disruption continue to plague the City's children and youth to the City's moral, economic, social and academic detriment.

(2) Early learning, literacy, school readiness and out-of-school programs have proven to positively affect the early development and lives of children and youth.

(3) Teenagers and youth must be properly prepared to enter the workforce and be provided with the skills necessary to be successful in the workforce through mentoring and job training programs.

(4) A continuum of services for children and youth is needed and can be accomplished through a single public body, known as the Kids Hope Alliance, utilizing and leveraging the intellectual, organizational, and financial capital available throughout the City. The Alliance will comprehensively develop, oversee and manage on behalf of the City an integrated system of essential children and youth programs and services that will ensure the future success of the City's children and youth.

(5) The provisions of this Section are found and declared by the Council to be a public purpose and in the best interest of the public.

Sec. 77.103. - Kids Hope Alliance established.

There is hereby established a public body to be known as the Kids Hope Alliance, which shall exist as a board within the Executive

Branch of the consolidated government. The Kids Hope Alliance ("KHA") shall be responsible for comprehensively developing, overseeing, managing and implementing the Essential Services Plan for Kids (the "Plan") provided in this Chapter. KHA shall primarily implement and manage the children and youth programs, services and activities permitted under the Plan through third-party service providers and other City agencies and may only perform Services in-house as permitted under this Chapter. KHA shall be responsible for improving the lives of children and youth in the City by working to ensure the safety, health, employability, and self-value of the children and youth and a more secure future for the children and youth. The Kids Hope Alliance shall use the following official tagline in its correspondence, marketing and communications materials: "Kids Hope Alliance: *The Jacksonville Partnership for Children, Youth and Families.*" The KHA is authorized to preserve and register its name and tagline on behalf of the City as to any new logos, trademarks, copyrights, and other intellectual property rights.

Sec. 77.104. - Territorial jurisdiction.

The Kids Hope Alliance may implement the programs, services and activities under the Essential Services Plan for Kids throughout the General Services District. The City is exercising its powers as a County in the enactment of this Chapter under the authority contained in Section 3.01 of the Charter.

Sec. 77.105. - Definitions.

The following terms or phrases, wherever used or referred to in this Chapter, shall have the following respective meanings for the purposes of this Chapter, unless different meanings are clearly indicated by the context. When not inconsistent with the context, words used in the present tense shall include the future, words in

the plural include the singular, and words in the singular include the plural.

(a) *"Agency"* or *"Agencies"* shall have the meaning ascribed to it in Section 1.102(b), *Ordinance Code*.

(b) *"at-hope" children and youth* shall mean children and youth who are commonly referred to as at-risk children and youth and for which programs under the Plan will be developed to create an environment where all children and youth experience success with no exceptions.

(c) *"Board"* or "KHA" or "Alliance" shall mean the seven member board known as the Kids Hope Alliance established under this Chapter.

(d) *"CEO"* shall mean the Chief Executive Officer of the KHA.

(e) *"children"* or *"youth" or "kids"* shall each mean all persons in Duval County that are 18 years or younger and any person between 19 and 21 years (22 years in the case of special needs persons) who is enrolled in a Duval County high school, general education development (GED) program, high school equivalency program (provided that any person age 19-21, regardless of enrollment status, shall be eligible for the Mayor's Summer Jobs Program).

(f) *"Essential Services Categories"* shall mean the five (5) essential services categories adopted by the Council in accordance with Section 77.107 of this Chapter. The Essential Services Categories describe the programs, services and activities to be provided to children and youth under this Chapter.

(g) *"Essential Services Plan for Kids"* or *"Plan"* shall mean the plan developed by the Board in accordance with Section 77.108 of this Chapter.

(h) "Intra-agency Agreements" shall mean agreements between KHA and Agencies to provide the Services permitted under the Plan.

(i) "*Provider(s)*" shall mean any public or private non-profit entity that provides contract Services to KHA in excess of $65,000. The term Provider shall not include Agencies, Small Providers, a public school, or a charter school, but may include an entity affiliated with a public school or charter school.

(j) "*Provider Contract(s)*" shall mean an agreement entered into between KHA and a Provider that is awarded under Chapter 126, *Ordinance Code*. This phrase shall not include Intra-agency Agreements and Small Provider Contracts.

(k) "Service" or "*Services*" shall refer individually and collectively to the programs, services and activities described in the Essential Services Categories adopted by the Council and permitted under the Plan.

(l) "*Small Provider(s)*" shall mean any public or private non-profit entity that provides Services to KHA in the amount of $65,000 or less and meets the Small Provider Criteria established by the Board, which criteria at a minimum provides maximum caps on the entity's operating budget size, staff capacity, and number of children served. The term Small Provider shall not include Agencies, Providers, a public school, or a charter school, but may include an entity affiliated with a public school or charter school.

(m) "*Small Provider Contract(s)*" shall mean a contract between KHA and Small Provider to perform contract Services under the Plan.

(n) "*Special Revenue Fund*" shall mean the Jax Kids Book Club Special Revenue Fund established under Section 111.880, *Ordinance Code*.

(o) "*Trust Fund*" shall mean the Kids Hope Alliance Trust Fund established under Section 111.850, *Ordinance Code*.

Sec. 77.106. - Membership, organization and meetings.

(a) *Membership; qualifications*. The Kids Hope Alliance Board shall consist of seven members each appointed by the Mayor and confirmed by Council. The members shall be permanent residents of Duval County inclusive of Urban Service Districts 2, 3, 4 and 5.

(b) *Term of office and appointment*. Members shall serve staggered four year terms or until their qualified successors have been appointed and confirmed. No member may serve more than two consecutive terms. Of the seven persons selected to initially serve on the Board, two members shall serve initial terms of two years and two members shall serve initial terms of three years.

(c) *Removal*. Members may be removed or replaced by the Mayor at any time with or without cause with a two-thirds (2/3) vote of the Council.

(d) *Vacancy*. If a member shall cease to be qualified for membership under the provisions of this Chapter while in office, then the member's term shall automatically expire and the office shall be vacant for purposes of appointing a new member. Each member vacancy shall be filled for the remainder of the respective member's unexpired term.

(e) *Liaisons*. There shall be four permanent liaisons present at Board meetings which shall include the State Attorney (or Chief Assistant State Attorney), the Sheriff (or the Undersheriff), the Public Defender (or Chief Assistant Public Defender), and the Superintendent of Schools (or Assistant Superintendent). In addition, the Council President may annually assign a Council Member to serve as a liaison to the Board. The assigned Council Member and the State Attorney (or Chief Assistant State Attorney), the Sheriff (or the Undersheriff), the Public Defender (or Chief Assistant Public Defender), and the Superintendent of Schools (or Assistant Superintendent) shall not be considered voting members of

the Board for Florida's Open Meetings Law purposes.

(f) *Organization and proceedings*.

(1) *Rules of procedure*. The Mayor shall appoint the initial Board chair from among KHA members to serve for a term commencing on the day of the appointment and ending on June 30, 2019. Thereafter, the chair shall be appointed by a majority vote of the Board to serve for a one year term, commencing on July 1 of each year. A board member may serve as chair for no more than two consecutive terms. The Board shall establish rules of procedure necessary to govern and conduct its affairs under this Chapter, including an annual self-assessment. Unless otherwise provided in this Chapter, the Board's rules and procedures shall be consistent with applicable provisions of the Ordinance Code.

(2) *Meetings*. All Board meetings, including, but not limited to, committee meetings, shall be open to the public and compliant with Florida's Open Meetings Law under Chapter 286, Florida Statutes, as may be amended.

(g) *Quorum and voting*.

(1) *Quorum*. Four members physically present shall constitute a quorum of the Board.

(2) *Voting*. The Board's decisions and recommendations shall require a concurring vote of a majority of the members voting.

(h) *Notice*. The Board shall ensure that reasonable notice of Board meetings is given to the public in compliance with Florida's Open Meetings Law under Chapter 286, Florida Statutes, as may be amended.

(i) *Compensation*. Members shall serve without compensation, pension or retirement benefits; however, members may be reimbursed for travel and other expenses consistent with Chapter 106, Part 7, *Ordinance Code*.

(j) *Member orientation.* The CEO, or designee, shall provide an orientation to all new Board members on their duties under this Chapter.

Sec. 77.107. - Essential Services Categories.

(a) *Purpose.* The purpose of the Essential Services Categories is to identify the essential types of programs, services, and activities to be included in the Essential Services Plan for Kids (the "Plan") to be developed by the Board. The Essential Services Categories describes the programs, services and activities to be developed by the Board under the Plan. The Essential Services Categories describes the programs, services and activities that are necessary to positively and tangibly impact the lives of children and youth and are intended to be directly funded through the Alliance.

(b) *Adoption.* The Council hereby adopts the Essential Services Categories contained in this Section. The Essential Services Categories shall consist of the five (5) Services categories listed and described below:

(1) *Early Learning, Literacy and School Readiness.* This service category shall consist of early learning, literacy, school readiness, and providing parents the tools they need to utilize positive principles to promote child safety and emotional growth. These programs, services and activities are intended to affect early childhood and youth development, prevent maltreatment and adequately prepare children and youth for entry into school.

(2) *Juvenile Justice Prevention and Intervention Programming.* This Service category shall consist of programs, services and activities designed to invest in children before they exhibit behaviors that require system intervention and reduce juvenile delinquency and crime. Additionally, this Service category shall consist of programs that directly target "at-hope" children and

youth and those children and youth who exhibit problem behaviors such as defiance, truancy, running away from home and other pre-delinquent behaviors.

(3) *Out-of-School Programming.* This Service category shall consist of programs, services and activities designed to support children and youth during out-of-school hours (i.e., those hours outside of the minimum state required school hours), including but not limited to, summer camps, and before and after school programs.

(4) *Pre-teen and Teen Programming.* This Service category shall consist of programs, services and activities designed to support and assist children and youth during preteen and teen years, including but not limited to, mentoring, job training, career counseling, and youth employment programs.

(5) *Special Needs, including but not limited to, Mental Health, Behavioral Health, Emotional Health, and Physical Disabilities Programming.* This Service category shall consist of programs, services and activities designed to support and assist children and youth with special needs, including but not limited to, mental, behavioral, emotional or physical disabilities. These types of mental, behavioral, and emotional health and physical disabilities challenges for children and youth can be the primary drivers for many performance and behavior issues.

(c) *Funding recommendations; Council review and approval.* The Board shall recommend funding for the Essential Services Categories in its proposed annual budget to the Mayor pursuant to Section 77.113. The Council shall review and consider KHA's funding recommendations for approval during KHA's annual budget review. The Council may modify KHA's proposed annual budget, including, but not limited to, the funding recommendations, and appropriate funds, subject to availability, as it deems necessary.

(d) *Amendments*. The Essential Services Categories may not be amended except by a majority vote of the Council. KHA may recommend changes to the Mayor to be submitted to the Council for consideration regarding the Essential Services Categories, including adding or deleting a services category or recommending that other programs, services and activities be included. The Mayor may consider funding other programs, services, and activities not included in the Essential Services Categories through other City resources or departments.

Sec. 77.108. - Essential Services Plan for Kids.

(a) *Plan development and approval*. KHA shall develop, oversee, manage and implement the Essential Services Plan for Kids consistent with this Chapter and based on the Essential Services Categories in Section 77.107. KHA shall develop the Plan in conjunction with and utilizing the multidisciplinary experts available in the City and elsewhere. The Plan shall be approved and adopted by the Board and, thereafter, updated and amended by the Board as needed. The Plan shall detail the comprehensive and integrated system of programs, services and activities that will provide a continuum of Services to children and youth from early childhood age to young adulthood age. The Plan shall also include KHA's long-term goals and objectives regarding the Services to be provided to children and youth and the impact of the Services on the children and youth. KHA shall provide the Council Secretary with a copy of the Plan as approved and adopted by the Board.

(b) *Restrictions on in-house Services and funding*. KHA shall only provide those Services in-house as (1) may be mandated by granting authorities other than the City, or (2) cannot be secured through Providers, Small Providers, Agencies or other entities. Notwithstanding the foregoing, the KHA Board may recommend that

specific in-house Services be provided by KHA so long as the scope, budget and employee count for the in-house Service is expressly approved by City Council. KHA may only fund programs, services and activities that fall within the Essential Services Categories listed and described in Section 77.107. KHA may not fund any programs, services and activities that are not included in the Essential Services Categories without first obtaining the Council's approval.

(c) Minimum Plan elements. The Plan adopted and approved by the Board shall include the following minimum elements provided below:

(i) Performance metrics. KHA shall formulate and develop goals and performance metrics under the Plan based on best practices and models used to determine the effectiveness of the Services for children and youth. KHA's goals and performance metrics shall be included in each Provider's contract and other contracts as determined by the Board; and

(ii) Family participation. KHA shall develop children and youth programs, services, and activities under the Plan that promote family health and well-being, and encourages the parents, legal guardians, and families of children and youth participants to participate in and be informed about such programs, services and activities; and

(iii) Required use of best practices and models. The Board shall conduct ongoing research and analysis on best practices and models used nationally and within the state regarding programs, services and activities for children and youth under the Plan. To the extent feasible and based on available funding, the Board shall incorporate proven and tested best practices and models in the programs, services, and activities provided to children and youth under this Chapter. The Board

shall review and consider the continuation of existing City children and youth programs that the City has determined to be successful based on performance metrics; and

(iv)Consideration to certain specified geographic areas. KHA in determining the location of the Services to be provided under the Plan shall consider those specified geographic areas located within the City's Council districts determined by the Board to have demonstrated the highest need for the Services.

In addition to the Plan elements listed in subsections (i)-(iv) above, the Board may include such other elements, directives, or guiding principles in the Plan as determined by the Board to be necessary and consistent with this Chapter.

(d) *Reports.*

(i) Report on strategic policing initiatives. The Board shall annually request the Sheriff, the State Attorney and the Public Defender to present to the Board a report on strategic policing and public safety initiatives impacting or affecting children and youth victims and perpetrators of crimes. The Board shall consider the Sheriff, the State Attorney, and the Public Defender's report in determining the programs, services and activities for the juvenile justice intervention programming Services category under the Plan. Additionally, the Board may request the Sheriff, the State Attorney and the Public Defender to provide the Board with crime statistics and data and such other law enforcement information as may be necessary to assist the Board in developing, overseeing, managing and implementing the Services under the Plan.

(ii) *Report on community initiatives.* The Board shall annually request philanthropic and research organizations to report on recently commissioned research and trends they have

identified and outcomes they are monitoring regarding the health and well-being of children and youth.

(e) *Plan review; amendment.* KHA shall conduct an ongoing and continuing review of the Plan's progress and effectiveness. KHA may amend the Plan by a majority vote of the Board. Plan amendments shall be forwarded to the Council Secretary.

Sec. 77.109. - KHA Powers; Annual Report.

(a) *Powers.* KHA in developing, overseeing, implementing and managing the Essential Services Plan for Kids under this Chapter shall have the following powers to:

(1) Develop, oversee, implement, manage, and amend the Essential Services Plan for Kids pursuant to this Chapter;

(2) Collect information and statistical data and conduct research on children and youth and best practices and models that will assist the Board with determining the needs of children and youth and implementing the Plan;

(3) Contract on behalf of the City with Providers and Small Providers to provide the Services permitted under the Plan;

(4) Contract with Agencies through Intra-agency Agreements to provide the Services in City owned or City leased facilities (e.g., public libraries, community centers, etc.);

(5) Contract with grant recipients or third-parties to effectuate the purposes authorized under the Trust Fund and Special Revenue Fund;

(6) Contract with federal, state and other governmental entities or public agencies to share data and other information related to children and youth and Service providers (e.g., background screenings, school records, etc.);

(7) Formulate and implement performance metrics based on best practices and models used to determine the effectiveness of

the Services on the children and youth;

(8) File applications for federal, state and privately funded grants in order to obtain funding for programs and services that are consistent with the Plan and execute documents, including final grant agreements, necessary to fulfill grant application requirements. Subject to prior approval and appropriations by the Council and consistent with this Chapter, the Board may take such action as may be necessary to expend and disburse grant funds to implement grant programs; however, the Board shall adhere to the grant application provisions required by Section 117.109, *Ordinance Code*, for federal and state grants;

(9) Advance funds up to twenty-five (25%) of the contract amount to Providers, Small Providers and Agencies, subject to applicable Board rules and policies, for the purpose of providing the start-up funds necessary to commence Services;

(10) Request funds to be disbursed from the Trust Fund and Special Revenue Fund, subject to the provisions of Sections 111.850 and 111.880, *Ordinance Code*, respectively;

(11) Recommend to the Mayor for Council's consideration changes to the Essential Services Categories;

(12) Competitively procure the Services of Providers and retain such other services, including professional services, by means of Chapter 126, *Ordinance Code*, in order to implement the Plan;

(13) Create Small Provider programs by means of Chapter 126, *Ordinance Code*, subject to Section 77.111(b), to enable Small Providers to provide a portion of the Services permitted under the Plan;

(14) Manage all former Jax Journey and Jacksonville Children's Commission contracts transferred to KHA until the

contracts are completed, expired or terminated;

(15) Perform in-house Services in accordance with Section 77.108(b);

(16) Manage all Provider Contracts, Intra-agency Agreements, public and private grant agreements, and other agreements executed under this Chapter;

(17) Employ employees of the Board under Section 77.110 of this Chapter; and

(18) Make and adopt bylaws, rules, regulations and policies for the Board's guidance, operation, and governance; however, the Board's bylaws, rules, regulations and policies shall not be inconsistent with this Chapter, Federal or State laws or other applicable City ordinances.

(b) *Annual Report Requirement*. KHA shall provide to the Mayor and Council an initial annual written report on or before December 31, 2018 for the prior fiscal year. Thereafter, KHA shall provide an annual report on or before December 31st of each fiscal year for the prior fiscal year. The annual report shall contain, but not be limited to, the following:

(1) A detailed listing of all Service providers that the Board contracted with for Services, including the contract amount and the Service category for each contract;

(2) Information on the effectiveness of activities, services, and programs offered by KHA, including cost-effectiveness;

(3) Procedures used to identify early signs in children and youth, particularly "at-hope" children and youth, who need additional or continued Services and methods for ensuring that the additional or continued Services are received;

(4) Description of the degree to which the Board's

objectives and activities are consistent with the Plan and the Essential Services Categories;

(5) Detailed information on the Services available to children and youth participants and the degree to which the Services have been successfully used by children and youth; and

(6) Information on programs, services, and activities that should be eliminated, continued, or added to the Plan and the Essential Services Categories.

Sec. 77.110. - CEO; Other Employees; Civil Service.

(a) *CEO; Qualifications; Contract Execution*. The Board shall select and employ a CEO. The Board shall establish the CEO's duties and compensation, which compensation shall be paid from lawfully appropriated funds available to the Board. The CEO shall manage KHA affairs under this Chapter subject to the Board's supervision. The CEO's qualifications shall include progressively responsible experience in operating, managing and administering a business, agency or non-profit organization. A CEO candidate must have obtained a bachelor's degree or higher from an accredited college or university. The CEO will determine, in conjunction with the Board, effective program design and approve expenditures. Board may authorize the CEO to execute contracts and other documents on the Board's behalf.

(b) *Other employees*. The Board may, subject to lawfully appropriated funds, also employ such other persons as may be necessary to effectively conduct and accomplish the affairs and duties of the Board under this Chapter. All employment matters shall be handled with assistance from the City's Employee Services Department and be consistent with the City's human resource policies and requirements.

(c) *Civil service*. All employees of the Board shall be employees of

the City and shall be subject to Articles 16 and 17 of the Charter of the City, except as otherwise provided by Council, and except that the CEO, any professional employees and the heads of activities shall not be within the civil service system of the City and shall serve at the pleasure of the Board.

Sec. 77.111. - Contracts; contract administration; carryover.

(a) *Provider Contracts*.

(1) *Procurement*. Provider Contracts shall be competitively procured by the Board under Chapter 126, *Ordinance Code*, via an evaluated bid process and each Provider shall be responsible for ensuring that City funds are expended in accordance with Chapter 126.

(2) *Request for proposals*. The Board shall approve the minimum qualifications, scope of services and evaluation criteria for each request for proposal issued by the Board. The Board may adopt policies regarding the minimum qualifications, scope of services and evaluation criteria to be used for a particular Service within a Service category (e.g., afterschool programs versus juvenile justice intervention programs).

(3) *Contract terms*. Each Provider shall execute a Provider Contract for the Services awarded. Provider Contracts shall contain the following minimum terms:

(i) Performance metrics approved by the Board;

(ii) No more than quarterly reporting requirements regarding the contract status and a requirement that such status reports be attached to the Provider's monthly payment request for the month the status report is due;

(iii) City's right to withhold or suspend payment, or terminate the contract, if the Provider has not met the performance measures contained in the contract;

(iv) Provisions contained in Chapter 126 and the request for proposal;

(v) Restrictions on food and beverages in accordance with Section 77.112; and

(vi) Any other provision which protects and is in the best interest of the City as determined by the Office of General Counsel.

(b) *Small Provider Contracts; Technical assistance*. Small Provider Contracts shall be procured by the Board under Chapter 126, *Ordinance Code*, using informal bid requirements. The Board shall establish "Small Provider Criteria", which criteria at a minimum shall provide maximum caps on the entity's operating budget size, staff capacity, and number of children served. Small Provider Contracts may include contract provisions regarding financial reporting and insurance that are less stringent than Provider Contracts, as approved by the CEO and the City Risk Manager. KHA will provide workshops and information sessions regarding opportunities for funding under this Chapter.

(c) *Intra-agency Agreements; other agreements*. KHA may enter into Intra-agency Agreements with Agencies to provide the Services hereunder. The Intra-agency Agreements shall require Agencies to adhere to applicable performance metrics, reporting requirements and other programmatic terms in the Plan regarding the Services. Additionally, KHA may enter into agreements with grant recipients and third-parties to effectuate the purposes authorized under the Trust Fund and Special Revenue Fund. Intra-agency Agreements and agreements authorized under the Trust Fund and Special Revenue Fund shall not be subject to Chapter 126, *Ordinance*.

(d) *Contract administration; Chapter 118 requirements inapplicable*. The CEO shall assign a contract administrator to each KHA contract

or agreement executed by KHA under this Chapter, and KHA contracts shall be form approved by the Office of General Counsel. Chapter 118 (City Grants), *Ordinance Code*, shall not apply to the contracts and agreements managed by KHA under this Chapter.

(e) *Carryover of funds; Contract funds not to lapse.* Unless provided otherwise in this Chapter, the Trust Fund, or the Special Revenue Fund, any funds encumbered under this Chapter may carryover from fiscal year to fiscal year as provided in the contract terms and shall not lapse at the end of a fiscal year.

Sec. 77.112. - Funding restrictions on food and beverages.

A Provider, Small Provider or Agency receiving City funds under this Chapter shall not expend more than two (2) percent of City funds annually, in the aggregate and per contract, on incidental costs related to the children and youth programs, services and activities, such as the costs of amusement, awards, social activities, meals, and beverages.

Sec. 77.113. - Annual operating budget; budget transfers.

KHA shall annually submit a proposed budget to the Mayor at the time and in the manner specified by the Mayor. The Mayor shall include KHA's proposed annual budget in the Mayor's annual budget proposal. KHA's proposed annual budget shall include funding recommendations for the Essential Services Categories in Section 77.107 of this Chapter. KHA shall only expend City funds for the Services permitted under the Essential Services Categories and in accordance with KHA's approved budget. Except for those budget line items included on "Second Revised Schedule M" of Ordinance 2017-504-E, the Board may transfer funds between authorized budget line items during the fiscal year in an amount not to exceed ten percent (10%) per authorized budget line item. The Board's transfer authority between authorized budget line items as provided in this

section shall be subject to the approval of the Mayor's Budget Review Committee.

Sec. 77.114. - Coordination with other public and private agencies; Use of subject matter experts.

KHA may coordinate with federal, state, and private agencies in the Services implementation. Such agencies may include, but not be limited to, the Juvenile Justice Department, State Attorney Office, Florida Department of Children and Families, and Duval County Early Learning Coalition. The Board shall designate individuals as subject matter experts ("Subject Matter Experts") with expertise in children and youth services, non-profit entities, contract administration and such other areas as determined by the Board. The Board shall be required to consult with and receive presentations from Subject Matters Experts to assist the Board with developing and implementing the Essential Services Plan for Kids. Subject Matter Experts shall not be considered Board members for purposes of Florida's Open Meetings Law.

Sec. 77.115. - Intra-agency liaison relationships established.

KHA shall coordinate regularly with City departments, agencies and offices in implementing the Plan. The Board shall establish a liaison relationship with the following City departments, agencies and offices (collectively, the "City Departments") regarding the Services to be provided under the Plan:

(a) Parks, Recreation and Community Services Department (the "Parks Department");

(b) Jacksonville Public Library;

(c) Neighborhoods Department; and

(d) Any other City departments, offices or agencies as determined by the Board.

A designated liaison from a City Department under this Section

shall not be a Board member. The liaison's sole purpose shall be to facilitate and communicate information between the Board and the City Department. The Board shall annually present to the Rules Committee on the effectiveness of the intra-agency liaison relationships required under this Section.

Sec. 77.116. - Trust Fund and Special Revenue Funds.

KHA is authorized to expend funds in the Trust Fund, consistent with Section 111.850, Ordinance Code, the Special Revenue Fund, consistent with Section 111.880, *Ordinance Code*, and this Chapter.

Section 3. Amending Chapter 111 (Special Revenue and Trust Accounts), Part 8 (Education, Library and Children), Section 111.850 (Children's Commission Trust Funds), *Ordinance Code*. Effective January 1, 2018, Chapter 111 (Special Revenue and Trust Accounts), Part 8 (Education, Library and Children), Section 111.850 (Children's Commission Trust Funds), *Ordinance Code,* is hereby amended to read as follows:

CHAPTER 111 SPECIAL REVENUE AND TRUST ACCOUNTS

* * *

PART 8. EDUCATION, LIBRARY AND CHILDREN

* * *

Sec. 111.850. - (~~Children's Commission~~ Kids Hope Alliance Trust Funds).

Part A. ~~Child Services~~ Kids Hope Alliance Trust Fund.

There is created within the General Trust and Agency Fund a trust fund account to be known as the *~~Child Services~~ Kids Hope Alliance Trust Fund*, hereinafter called the *Fund*. The Chief Executive ~~Director~~ Officer ("CEO") of the ~~Jacksonville Children's Commission~~ Kids Hope Alliance ("~~Executive Director~~ Board") shall deposit into the fund all donations and contributions of money, including gifts and grants, received for use toward achieving the purposes,

functions and goals ~~of the Child Services Program~~ set forth in the Essential Services Plan for Kids and Chapter 77, *Ordinance Code*. All such donations and contributions shall be accounted for separately within the fund by the ~~Executive Director~~ CEO. All sums placed into the fund, which shall include all interest earned or accrued thereon, shall be appropriated by the Council prior to expenditure, and shall be utilized for ~~establishing,~~ operating, maintaining and improving the Essential Services Plan for Kids provided in Chapter 77, *Ordinance Code*, ~~Child Services Programs~~ and to provide funding for the ~~Jacksonville Children's Commission's~~ Board's mini-grant program. The mini-grants of up to $5,000 may be awarded to organizations that provide programs for children and youth in the Jacksonville community and that are within the services, programs and activities identified in the Essential Services Categories under Chapter 77, Ordinance Code. The mini-grant funds shall not lapse at the close of any fiscal year, but instead shall carry over to the next fiscal year. Funds provided through the ~~Child Services Trust~~ Fund shall not be used for ongoing program costs or fundraising efforts. The ~~Executive Director~~ CEO shall make grant and other expenditure recommendations to the ~~Jacksonville Children's Commission~~ Board. The ~~Jacksonville Children's Commission~~ Board shall approve all expenditure amounts and the ~~Executive Director~~ CEO shall award the amounts as directed by the Board. The ~~Executive Director~~ CEO or its designee shall review the expenditures to ensure that the funds were expended for those items as approved by the ~~Commission~~ Board. The Director of Finance and Administration, or his designee, is authorized and directed to make disbursements from the ~~fund~~ Fund after appropriation by the Council and upon written requisition of the ~~Executive Director~~ CEO, or his designee, subject to the

availability of funds in the ~~fund~~ Fund. Nothing in this Section shall prohibit or otherwise limit any appropriations which may be made by the Council to the ~~Child Services Program~~ Board for use toward achieving ~~it's~~ the purposes, functions and goals set forth in the Essential Services Plan for Kids and Chapter 77, *Ordinance Code*.

* * *

Section 4. Amending Chapter 118 (City Grants), Part 1 (General Provisions), Section 118.106 (Grants for Economic Development, Children's Services), *Ordinance Code*. Effective January 1, 2018, Chapter 118 (City Grants), Part 1 (General), Section 118.106 (Grants for Economic Development, Children's Services), *Ordinance Code*, is hereby amended to read as follows:

CHAPTER 118 CITY GRANTS

PART 1. GENERAL PROVISIONS

* * *

Sec. 118.106. - (Grants for Economic Development, ~~Children's~~ Children and Youth Services Contracts Exempt). Grant proposals that focus on economic development opportunities shall be processed through the Downtown Investment Authority (DIA) utilizing the application process established by the DIA and shall not be subject to this Chapter. Contracts and agreements managed by the Kids Hope Alliance under Chapter 77, Ordinance Code, shall not be subject to this Chapter. ~~Grant proposals that focus primarily on services for children, or individuals under the age of 18, shall be processed through the Jacksonville Children's Commission (JCC) utilizing the application process established by the JCC. Evaluation criteria for funding requests made to the DIA or JCC shall be determined by the DIA or JCC respectively.~~

Section 5. Repealing Chapter 51 (Jacksonville Children's

Commission), *Ordinance Code,* and transferring its employees and contractual obligations to the Kids Hope Alliance. Effective January 1, 2018, Chapter 51 (Jacksonville Children's Commission), *Ordinance Code*, is hereby repealed in its entirety. A copy of the repealed Chapter 51 is attached hereto as **Exhibit 1**. Effective January 1, 2018, the City programs administered by the Jacksonville Children's Commission ("JCC"), including all contracts related thereto, shall be transferred to and become the responsibility of the Kids Hope Alliance ("KHA"), as it is intended that the JCC shall no longer exist after December 31, 2017. Any ordinance that conflicts with the transfer authorized and mandated in this ordinance is repealed to the extent of such conflict. Effective January 1, 2018, all employees of the former JCC shall be employees of KHA. KHA employees shall be subject to Articles 16 and 17 of the Charter of the City, except as otherwise provided by Council, and except that the Chief Executive Officer of KHA, any professional employees and the heads of activities shall not be within the civil service system of the City and shall serve at the pleasure of the KHA board. Additionally, any execution authority granted to the Jacksonville Children's Commission under existing ordinances shall transfer to KHA effective January 1, 2018.

Section 6. Repealing Chapter 75 (Jax Journey), *Ordinance Code,* and transferring its contractual obligations to the Kids Hope Alliance. Effective January 1, 2018, Chapter 75 (Jax Journey), *Ordinance Code*, is hereby repealed in its entirety. A copy of the repealed Chapter 75 is attached hereto as **Exhibit 2**. Effective January 1, 2018, the City programs overseen by the Jax Journey Oversight Committee, including all contracts related thereto, shall be transferred to and become the responsibility of the Kids Hope Alliance, as it is intended that the Jax Journey Oversight

Committee shall no longer exist after December 31, 2017.

Section 7. Waiving the carryover prohibition in Sections 118.301(a)(5) and 75.107, *Ordinance Code*, as to certain existing Jax Journey funded contracts. The carryover prohibition in Sections 118.301(a)(5) and 75.107, *Ordinance Code*, are waived as to the three (3) existing Jax Journey funded contracts listed on **Exhibit 3** attached hereto.

Section 8. Carryover. The funds encumbered under the three (3) existing Jax Journey funded contracts listed on **Exhibit 3** attached hereto shall not lapse, but shall carryover into subsequent fiscal years.

Section 9. Providing for a start-up and transition period. Notwithstanding Section 51.107, *Ordinance Code*, the Mayor is authorized to designate an interim Chief Executive Officer or appointee ("Interim CEO"), to oversee and manage the programs and contracts managed by JCC, Jax Journey Oversight Committee and the Kids Hope Alliance during the one-hundred and eighty (180) calendar days immediately following the effective date of this ordinance (the "Transition Period"). During the Transition Period, the Interim CEO shall exercise all due diligence to effectuate the transition process between the JCC, the Jax Journey Oversight Committee and the Kids Hope Alliance, assign duties and responsibilities to employees and officials, and provide the resources necessary to accomplish the transition under this ordinance to KHA. Additionally, during the Transition Period, the Mayor shall diligently appoint the KHA seven-member board to be confirmed by City Council. The Mayor shall also diligently appoint the KHA board chairman. The purpose of the Transition Period is to provide for the appropriate oversight, management and execution of the plans and services until the plans and services are fully

transferred to KHA.

Section 10. Providing for preservation and registration of logos, trademarks, copyrights, and other intellectual property rights related to the Kids Hope Alliance. The Mayor or his designee is authorized to terminate any logos, trademarks, copyrights or other intellectual property rights registrations related to the Jacksonville Children's Commission and Jax Journey Oversight Committee. The Mayor or his designee is authorized to take any action necessary to preserve and register any new logos, trademarks, copyrights, and other intellectual property rights on behalf of the City for the Kids Hope Alliance, including, but not limited to, its name and tagline: Kids Hope Alliance: *The Jacksonville Partnership for Children, Youth and Families*.

Section 11. Codification. All references in the *Ordinance Code* and *Charter of the City of Jacksonville* to the Jacksonville Children's Commission ("JCC") (and its Executive Director or Chief Executive Officer), or to its successors or assigns, with respect to its previous function(s) and responsibilities regarding children's programs and services shall hereafter be construed to refer to the Kids Hope Alliance (and its Chief Executive Officer), respectively.

Section 12. Liberal construction. The provisions of this act shall be liberally construed to effect its purposes and shall be deemed cumulative, supplemental and alternative for the exercise of the powers provided herein.

Section 13. Authorizing the Council Auditor and General Counsel's Office to make "Technical Amendments". The Offices of the Council Auditor and the General Counsel are authorized to take all necessary action in connection with this legislation, to execute the finalization and codification of the legislation to

effectuate the purposes of this ordinance without further Council action, provided such changes and amendments are limited to "technical amendments" and do not change the fiscal impact and further provided, that all such amendments shall be subject to appropriate legal review and approval by the General Counsel, or designee, and all other appropriate official action required by law. Technical amendments under this section shall include amendments to the *Ordinance Code* and *City Charter of the City of Jacksonville* to change all references to "Jacksonville Children's Commission", "JCC", and its "Executive Director", to the "Kids Hope Alliance", "KHA", and "Chief Executive Officer" or "CEO", respectively, and to strike all references to "Jax Journey Oversight Committee" or "Jax Journey".

Section 14. Severability. If any section, clause, sentence, or provision of this ordinance or the application of such section, clause, sentence, or provision to any person or bodies or under any circumstances shall be held to be inoperative, invalid, or unconstitutional, the invalidity of such section, clause, sentence, or provision shall not be deemed, held, or taken to affect the validity or constitutionality of any of the remaining parts of this ordinance, or the application of any of the provisions of this ordinance to persons, bodies, or in circumstances other than those as to which it or any part thereof shall have been inoperative, invalid, or unconstitutional, and it is intended that this ordinance shall be construed and applied as if any section, clause, sentence, or provision held inoperative, invalid, or unconstitutional had not been included in this ordinance.

Section 15. Effective date. This ordinance shall become effective upon signature by the Mayor or upon becoming effective

without the Mayor's signature.

Form Approved:

/s/ Lawsikia J. Hodges

Office of General Counsel

Legislation Prepared By: Lawsikia J. Hodges

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Exhibit 3

Jax Journey Funded Contracts

1. City Contract No. 6715-51 (Vendor Name: The University of Florida Board of Trustees for the benefit of the College of Medicine-Jacksonville);

2. City Contract No. 7895 (Vendor Name: St. Paul Missionary Baptist Church of Jacksonville, Inc.); and

3. City Contract No. 10287 (Vendor Name: Twin Oaks Juvenile Development, Inc.).

7895

SERVICES CONTRACT
BETWEEN
JACKSONVILLE CHILDREN'S COMMISSION
AND
ST. PAUL MISSIONARY BAPTIST CHURCH OF JACKSONVILLE, INC.
FOR
JAX JOURNEY EVENING REPORTING CENTER

THIS CONTRACT is made and entered into as of the 1st day of February, 2017 (the "Effective Date"), by and between the JACKSONVILLE CHILDREN'S COMMISSION (the "COMMISSION"), an autonomous board within the Executive Branch of the Consolidated Government for and on the behalf of the City of Jacksonville, a municipal corporation existing under the Constitution and the laws of the State of Florida, and ST. PAUL MISSIONARY BAPTIST CHURCH OF JACKSONVILLE, INC. (the "CONTRACTOR"), a Florida not for profit corporation with its principal offices located at 3738 Winton Drive, Jacksonville, Florida 32208.

WHEREAS, the COMMISSION (as the "Buyer") issued a Request for Proposal No. ESC-0321-17 (the "RFP") for certain services described in the RFP (the "Services"); and

WHEREAS, based on CONTRACTOR'S response to the RFP dated January 4, 2017, consisting of 78 pages (the "Response"), the COMMMISSION has awarded this Contract to CONTRACTOR;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. **Performance of Services.** The Services will be performed by CONTRACTOR as specified in the RFP and the Response.

2. **Compensation.** The COMMISSION will reimburse the CONTRACTOR on a cost reimbursement basis in accordance with the RFP and the Program Budget attached as Exhibit A to this Contract.

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the COMMISSION's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed **ONE HUNDRED AND FORTY THREE THOUSAND TWO HUNDRED AND FORTY TWO AND 00/100 DOLLARS ($143,242.00).** All payments to the CONTRACTOR under this Contract are contingent upon the existence of lawfully appropriated funds for this Contract. If funding for this Contract comes from grant funds from a funding agency not a part of the City of Jacksonville, payment by the COMMISSION is further contingent upon the COMMISSION actually receiving such grant funds and those funds being appropriated by the City Council. In the event that City Council approves less than one hundred percent (100%) of the Maximum Indebtedness or the COMMISSION fails to receive any applicable grant funding, CONTRACTOR agrees to execute any amendments to this Contract and any other documents required by the COMMISSION within ten (10) days of the COMMISSION's request.

4. **Term.** The initial term of this Contract shall commence on the Effective Date and shall expire on December 31, 2017, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to two (2) additional one-year periods by the COMMISSION in its sole discretion.

5. **Contract Documents.** This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments
- Any amendments to the RFP
- Specific Information Regarding The RFP (Section 1 of the RFP)
- Description of Services and Deliverables (Section 4 of the RFP)
- General Instructions to Respondents (Section 2 of the RFP)
- General Contract Conditions (Section 3 of the RFP)
- Any Purchase Order under the Contract
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

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

As to the COMMISSION:

Jacksonville Children's Commission
1095 A. Philip Randolph Blvd
Jacksonville, Florida 32206
Attn: Jon Heymann, CEO

As to the CONTRACTOR:

St. Paul Missionary Baptist Church of Jacksonville, Inc.
3738 Winton Drive
Jacksonville, Florida 32208
Attn: Bishop John Guns

7. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, COMMISSION'S Contract Manager is Katoia Wilkins, 1095 A. Philip Randolph Boulevard, Jacksonville, Florida 32206, and the CONTRACTOR'S Contract Manager is Bishop John Guns, 3738 Winton Drive, Jacksonville, Florida 32208. 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 the parties hereto for the Services to be performed and furnished by the CONTRACTOR. No statement,

representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the COMMISSION (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. CONTRACTOR acknowledges that it 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 amendment 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. **Public Records.** In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

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

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

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

11. **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.

ATTEST:

JACKSONVILLE CHILDREN'S COMMISSION
for and on the behalf of the ***CITY OF JACKSONVILLE***, a
Florida municipal corporation

BY: _____ Witness

BY: _____ Jon Heymann, CEO

ATTEST:

ST. PAUL MISSIONARY BAPTIST CHURCH OF JACKSONVILLE, INC.

BY: _____ Witness 2/13/2017

BY: _____ Authorized Official (SEAL)

John Guns
(Printed Name of Signer)

Senior Pastor
Title

In compliance with Section 24.103(e) of the *Ordinance Code* of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the current year portion of the foregoing agreement and that provision has been made for the payment of the monies provided therein to be paid.

Program
FY 2017:JCOD019ERC - $143,242.00

Director of Finance
Contract # 7895

Total Encumbrance- $143,242.00
Sub Object: 08201

Form Approved:

_____
Office of General Counsel

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Exhibit A

JACKSONVILLE CHILDREN'S COMMISSION FUNDING APPLICATION

PROGRAM BUDGET - ESG-0321-17 EVENING REPORTING CENTER

AGENCY NAME:

Categories and line Items	Total Program Cost FY 17	Jacksonville Children's Commission Request	All Other Funding Sources for Program
Personnel Expenses			
Salaries and Wages			
Regular Salaries and Wages	$ 192,000.00	$ 94,000.00	$ 98,000.00
Subtotal Salaries and Wages	$ 192,000.00	$ 94,000.00	$ 98,000.00
Payroll Taxes and Benefits			
FICA	$ 14,688.00	$ 7,191.00	$ 7,497.00
Life and Health Insurance	$ 16,657.00	$ 8,131.00	$ 8,526.00
Retirement Contributions	$ 6,720.00	$ 3,290.00	$ 3,430.00
Unemployment Compensation	$ 5,184.00	$ 2,538.00	$ 2,646.00
Workers Compensation	$ 4,800.00	$ 2,350.00	$ 2,450.00
Subtotal Payroll Taxes and Benefits	$ 48,049.00	$ 23,500.00	$ 24,549.00
Total Personnel Expenses	$ 240,049.00	$ 117,500.00	$ 122,549.00
Operating Expenses			
Special Contracts and Consultants			
Program Consultants and Contractual	$		
Special Contracts and Consultants	$	$	$
Programmatic Supplies & Assistance			
Educational Materials	$		
Program Supplies	$		
Student Field Trip Entrance Fees, Memberships, Scholarships	$		
Student Transportation (including field trip transportation)	$		
Snack or Food	$ 25,920.00		$ 25,920.00
Subtotal of Programmatic Supplies & Assistance	$ 25,920.00	$	$ 25,920.00
Office Expenses			
Telephone	$ 2,400.00		$ 2,400.00
Utilities	$ 3,480.00	$ 3,480.00	
Postage, Shipping, Delivery	$		
Supplies	$ 1,200.00		$ 1,200.00
Copying	$ 1,200.00		$ 1,200.00
Subtotal of Office Expenses	$ 8,280.00	$ 3,480.00	$ 4,800.00
Capital Outlay			
Operating Capital Outlay - Computers	$ 1,804.00	$ 902.00	$ 902.00
Operating Capital Outlay - Other	$ 700.00		$ 700.00
Subtotal of Capital Outlay Expenses	$ 2,504.00	$ 902.00	$ 1,602.00

JACKSONVILLE CHILDREN'S COMMISSION FUNDING APPLICATION

PROGRAM BUDGET - ESC-0321-17 EVENING REPORTING CENTER

AGENCY NAME:

Categories and line Items	Total Program Cost FY 17	Jacksonville Children's Commission Request	All Other Funding Sources for Program
Rentals & Maintenance Contracts			
Lease/Rent - Equipment	$ -		
Lease/Rent - Building	$ 12,000.00	$ 12,000.00	
Maintenance - Equipment	$ -		
Maintenance - Building	$ -		
Subtotal of Rentals & Maintenance Expenses	$ 12,000.00	$ 12,000.00	$ -
Insurance Expenses			
Insurance - Insurance other	$ -		
Subtotal of Insurance Expenses	$ -	$ -	$ -
Professional Development			
Staff Travel	$ -		
Conferences and Staff Development	$ -		
Background and Drug Screenings	$ 438.00	$ 438.00	
Membership Fees and Subscriptions (Staff)	$ -		
Subtotal of Professional Development Expenses	$ 438.00	$ 438.00	$ -
Other Operating Expenses			
Outreach to Families	$ -		
Outside Printing and Artwork	$ -		
Local Mileage Reimbursement	$ 9,360.00	$ 9,360.00	
Other Allowable Costs	$ -		
Subtotal of Other Operating Expenses	$ 9,360.00	$ 9,360.00	$ -
Total Operating Expenses	$ 58,502.00	$ 25,742.00	$ -
Total Direct Costs (Personnel and Operating Expenses)	$ 298,551.00	$ 143,242.00	$ 122,549.00
Indirect Costs			
Allocated Management & General / Indirect Costs *(not to exceed 12% of total Direct Expenses)*	$ 17,189.04		$ 17,189.04
Total Indirect Costs	$ 17,189.04	$ -	$ 17,189.04
Grand Total (Direct & Indirect Costs)	$ 315,740.04	$ 143,242.00	$ 139,738.04
Percent of the Budget	100%		

All items must be included in the narrative section of the Budget

JCC Funding Application
Budget Narrative (Max. 3 Pages)
Proposed Funding Period: FY 17

Agency: St. Paul MBC of Jacksonville, Inc. **Program Name: SPMBC ERC**

REVENUE: Describe and list all "Other Funding Sources" for this program

United Way/Daniel Kids	$	122,500.00
SPMBC	$	17,627.04
USDA Food Program	$	25,920.00
	$	166,047.04

EXPENSES:

Please provide a narrative description for all categories for which you are seeking funding, and explain relevant mathematical calculations. See "Budget Information" pages for additional guidance.

Please feel free to add additional lines as necessary to provide explanations.

Direct Costs:

Direct Costs are those costs that can be identified specifically with particular cost objectives such as a grant, contract, project function or activity.

Personnel Expenses

NOTE: Each position classification (i.e. "Teacher", "Case Worker") should be listed individually, with portion to be funded by JCC grant noted (i.e. 2 FTE, 1.25 FTE).

Salary & Wages	FTE	Salary	Project Amount	JCC Amount
Project Director	1	$50,000.00	$ 50,000.00	$ 50,000.00
Project Assistant	0.5	$46,000.00	$ 23,000.00	$ 23,000.00
Driver/Security	0.5	$42,000.00	$ 21,000.00	$ 21,000.00
Case Manager	1	$48,000.00	$ 48,000.00	$ -
Therapist	1	$50,000.00	$ 50,000.00	$ -
	Subtotal		$ 192,000.00	$ 94,000.00

The Project Director will be responsible for the day-to-day operations of the Project. He/She will provide supervision for the Project Staff and youth participants, be responsible for submitting evaluation reports and serving as an advocate for the Project and youth participants. The Project Assistant will assist the Project Director with supervision of youth participants, gathering and entering information to submit evaluation reports and proper daily activity and transportation scheduling. Driver/Security position will be responsible for transporting youth participants from school to ERC facility and home, to court hearings and needed service resources, as well as provide security on-site. A case-manager and therapist will be provided as an in-kind contribution by Daniel Kids to provide case management and counseling services to the youth participants and mental health counseling to their families.

Payroll Taxes & Benefits				
FICA	7.65%	$94,000.00	$ 14,688.00	$ 7,191.00
Life and Health	8.65%	$94,000.00	$ 16,608.00	$ 8,131.00
Retirement	3.50%	$94,000.00	$ 6,720.00	$ 3,290.00
Unemployment	2.70%	$94,000.00	$ 5,184.00	$ 2,538.00
Worker's Comp.	2.50%	$94,000.00	$ 4,800.00	$ 2,350.00
	Subtotal		$ 48,000.00	$ 23,500.00

The Fringe Benefits will serve as benefits to the Project Staff to help recruit and retain qualified staffing. These benefits will include federal income tax, Social Security and Medicare tax withholdings, Life and Health insurance, Retirement contributions and unemployment and workers compensation rates at at rate of 25% of personnel salary and wages.

Personnel TOTAL	$ 240,000.00	$ 117,500.00

Operating Expenses

Special Contracts & Consultants	
	$ -
Programmatic Supplies & Assistance	

JCC Funding Application
Budget Narrative (Max. 3 Pages)
Proposed Funding Period: FY 17

Agency: St. Paul MBC of Jacksonville, Inc. Program Name: SPMBC ERC

Food - Dinner/Lunch	(15 x 6 x 48)	$4.50	$	19,440.00	$	-
Food-Snack	(15 x 6 x 48)	$1.25	$	6,480.00	$	-
Subtotal			$	25,920.00	$	-

NOTE: Lunch/Dinner and a snack will be provided to youth participants through USDA Food program. Dinner/Lunch is 15 youth x 6 days a week x 48 weeks at $4.50 per dinner. Snacks = 15 youth x 6 days a week x 48 weeks x $1.25

Office Expenses

Paper/Supplies	12	$200.00	$	1,200.00	$	-
Phones	2	$1,200.00	$	2,400.00	$	-
Utilities	12	$290.00	$	3,480.00	$	3,480.00
Subtotal			$	7,080.00	$	3,480.00

The project will utilize utilities including water, electricity and sewer at a rate of $290 per month.The Project will utilize office supplies to provide project implementation, such as copying and paper.

Capital Outlay

Laptop	1	$902.00	$	1,804.00	$	902.00
Printer	1	$700.00	$	700.00	$	-
Subtotal			$	2,504.00	$	902.00

The Project will utilize a laptop for use by the Project Director to provide evaluation reporting, data gathering, communication to partners, parents and stakeholders, and to create written policies, procedures and processes, as well as marketing materials and resources. The additional project resources not funded by JCC will be for an additional laptop and printer, for the Project Director and Project Assistant.

Rental & Maintenance Contracts

Rent	12	$1,000.00	$	12,000.00	$	12,000.00
Subtotal			$	12,000.00	$	12,000.00

The project will utilize space at a rate of $1,000 per month for 6 days per week up to 35 hours per week.

Insurance Expenses

Professional Development

Background & Drug Screening	3	$146.00	$	438.00	$	-
Subtotal			$	438.00	$	-

Level 2 Background and drug screenings will be conducted for 3 Project staff. Drug screenings at $85 per screen and Level 2 screen at $61 per staff.

Other Operating Expenses

Local Mileage	12	$780.00	$	9,360.00	$	9,360.00
Subtotal			$	9,360.00	$	9,360.00

The local mileage reimbursement will provide travel reimbursement for transporting youth participants from school to the ERC facility and home, court hearings, field trips, community service projects and other activities and needed resources. It is anticipated transportation will utilize approximately 1395 miles per month at a rate of $0.56 per mile.

JCC Funding Application
Budget Narrative (Max. 3 Pages)
Proposed Funding Period: FY 17

Agency: St. Paul MBC of Jacksonville, Inc.	Program Name:	SPMBC ERC

Indirect Costs:

Indirect Cost	12.00%	$	17,189.04	$	-
	Subtotal	$	17,189.04	$	-

SPMBC has an indirect rate of 12% of direct program costs, but due to needed program resources for the success of the project that exceeds the awarded amount an indirect cost will not be charged to this Project, at this time.

GRAND TOTAL **$ 143,242.00**

SUBJECT: Evening Reporting Center

BID # ESC-0321-17 OPEN DATE: 1/4/2017

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – From date of executed contract through December 31, 2017, with two (2) one (1) year renewal options

FOR: JACKSONVILLE CHILDREN'S COMMISSION

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 27 NUMBER RECEIVED: 2 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to St. Paul Missionary Baptist Church of Jacksonville, Inc. Period of service is from date of executed contract through December 31, 2017. Total expenditure in the not to exceed amount of $143,242.00.

Funding Source: JCOD019ERC-08201 - To be executed by formal contract through the Office of General Counsel.

Attachments: Recommendation Memo, Tabulation, Evaluation Matrix and Scoring Sheet

BUYER ANNETTE BURNEY

RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: JON HEYMANN, EXECUTIVE DIRECTOR, JACKSONVILLE CHILDREN'S COMMISSION

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 1/26/17

OTHER

ACTION OF AWARDING AUTHORITY DATE 1/26/17

APPROVED DISAPPROVED

OTHER:

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For Director
Under Authority
Executive Order [illegible]

FISCAL MO/YEAR : 01 2018 CURRENCY CODE :
INDEX CODE : JCOD019ERC EVENING REPORTING CENTER
SUBOBJECT : 08201 SUBSIDIES & CONTRIBUTIONS TO PRIVATE ORG
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	OCT 2017	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	97,349.77	97,349.77	97,349.77
EXPENDITURES	.00	.00	.00
ENCUMBRANCES	97,349.77	97,349.77	97,349.77
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND