

**AGREEMENT FOR EDUCATIONAL SERVICES BETWEEN THE SCHOOL BOARD OF  
DUVAL COUNTY, FLORIDA, AND VKIDZ HOLDINGS, INC. D/B/A WRITINGCITY**

This Agreement (“Agreement”) is between The School Board of Duval County, Florida, a body politic and corporate (“District”) and the undersigned contractor, VKids Holdings, Inc., a Delaware corporation authorized to transact business in Florida, d/b/a WritingCity (“Contractor”). The District and Contractor may be referred to singularly as a “Party” and collectively as the “Parties.”

The District is authorized to enter into the Agreement and this Addendum pursuant to Rule 6A-1.012(11)(b), F.A.C., for educational services.

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows.

1. **Incorporation of Recitals.** The Parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference.
2. **Term of Agreement.** The term of this Agreement shall commence as of July 1, 2021 and continue until June 30, 2022.
3. **Services.** Contractor shall provide to District the services as set forth in the quote dated May 20, 2021, attached hereto as Exhibit A.
4. **Compensation; Payment Terms.** The Agreement is modified to provide that the District shall issue payment in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice(s), inspection and acceptance of services provided in accordance with the terms and conditions of the Agreement. Any penalty for delay in payment shall be in accordance with applicable law. The payment for the services set forth herein shall only be for fiscal year 2021-2022. The District’s aggregate maximum indebtedness under the Agreement shall not exceed **\$159,470.00** and is inclusive of services, costs, and travel; any sums exceeding this maximum indebtedness will require a duly authorized signed amendment to the Agreement. All work performed by Contractor pursuant to the Agreement will be at Contractor’s exclusive risk until final and complete acceptance of the work by the District. In the case of any loss or damage to the work prior to the District’s acceptance, such loss or damage will be Contractor’s responsibility.

For this Agreement, the District’s aggregate maximum indebtedness of \$159,470.00 represents payment for the annual subscription to Contractor’s online platform and two (2) days of professional development in an amount not to exceed \$3,990.00. The Contractor’s online subscription shall be effective and fully functional for the District’s access and use effective July 1, 2021 through June 30, 2022. Last, the Parties understand and agree that each session of professional development delivered by Contractor to the District shall be at a cost of \$1,995.00, and that one (1) “session” of professional development shall consist of a minimum of six (6) hours up to a maximum of eight (8) hours of training provided by one consultant of the Contractor within one calendar day at a District location. Upon receipt of a purchase order from the District, Contractor shall remit to the District contract administrator (identified in section 20 below) one monthly proper invoice identifying each session of professional development in such format and containing such documentation as may reasonably be required by the District (including but not limited to the date(s) of the services and sign-in sheets signed by District personnel attending each session). Such invoice shall be due and payable upon completion of the delivered professional development pursuant to a proper invoice

sent to the District no more frequently than monthly. Contractor shall deliver both days of professional development to the District no later than February 28, 2022.

5. **Delivery of Services.** The Contractor represents and warrants that the services shall be: (i) performed with promptness and diligence and shall be executed in a workmanlike manner, in accordance with the practices and high professional standards used in a well-managed operation performing services similar to the services set forth in the Agreement; (ii) performed in an efficient and cost-effective manner; and (iii) completed at a total cost not to exceed the amount set forth in section 4 above. If any services, functions or responsibilities not specifically described in the Agreement 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 in the Agreement. The Contractor shall be responsible for providing the supplies, personnel (including management, employees, and training), and other resources as necessary to provide the services.

6. **Federal Requirements.** The District may utilize federal funds for any portion of its payment pursuant to the Agreement; therefore, within ten (10) days of receipt of written notice from the District, the Contractor agrees to execute and deliver to the District, the following, all of which will be incorporated into the Agreement by this reference: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit.

7. **Funding Out.** The Agreement is modified to provide that each payment obligation of the District created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, then the Agreement may be terminated by the District at the end of the period for which funds are available, but the District will be required to pay any outstanding amount of the Agreement actually performed prior to the date of termination. The District shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

8. **Employment Eligibility.** Contractor will comply with the relevant provisions of section 448.095, Florida Statutes, concerning verification of employment eligibility.

9. **Termination.** The District reserves the right to terminate the Agreement at any time and for any reason upon giving thirty (30) days' written notice to the Contractor. The District will be required to pay only that amount of the Agreement actually performed prior to the date of termination, and in the event of any prepayment by the District, the Contractor shall promptly refund the unearned payment.

10. **Confidentiality of Student Records.** Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose the student information to any third party.

11. **Indemnification.** Contractor agrees to indemnify, hold harmless and defend the District from and against any and all third-party claims, suits, actions, damages, or causes of action arising out of the negligent acts of Contractor arising out of or in connection with the provisions of the Agreement. Subject to the limitations of §768.28, Florida Statutes, the District agrees to indemnify and hold harmless Contractor from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts

of the District arising out of or in connection with the provisions of this Agreement. Neither the execution of this Addendum or the Agreement by the District nor any other conduct, action or inaction of any District representative relating to the Agreement is a waiver of sovereign immunity by the District.

12. **Insurance.** Contractor agrees to maintain insurance coverage according to the types and levels of insurance set forth in Exhibit B to this Agreement.

13. **Intellectual Property.** The District agrees that all materials developed by, generated, or produced by Contractor resulting from the provision of services in this Agreement including, but not limited to information, documentation, flow charts, diagrams, reports writings, both internal and external, and data (“Work product”) shall be the sole and exclusive property of Contractor. If and to the extent the District may, under applicable law or otherwise, be entitled to claim any ownership interest in the Work Product, the District hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Contractor all of the District’s right, title, and interest in and to such materials in perpetuity or for the longest period otherwise permitted by law.

14. **Indemnification for Copyright Infringement.** Contractor shall defend, indemnify and hold the District and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys’ fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing. Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in the Agreement. Contractor will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the District. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

15. **Governing Law/Venue/Attorneys’ Fees.** This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue exclusively in Duval County. Each party shall be responsible for its own attorneys’ fees and costs incurred as a result of any action or proceeding under this Agreement.

16. **Compliance with Laws.** The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules, and regulations pertaining to the performance of the services and all matters pertaining to the Agreement, as the same exist and as they may be amended from time to time.

17. **Subcontractors.** If Contractor is permitted to subcontract any of the work set forth in the Agreement, Contractor shall ensure that each subcontractor complies with all provisions of the Agreement. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.

18. **Public Records Laws.** The Agreement shall be subject to Florida’s Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida’s public records laws and comply with Florida’s laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

- a. Keep and maintain public records required by the District in order to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the Agreement, 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 the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER BELOW.**

19. **Non-Discrimination.** Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under the Agreement on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Agreement.

20. **Notices and Contract Administration.** Every notice, approval, consent or other communication authorized or required by the Agreement shall not be effective unless same shall be in writing and sent via

hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

If to Contractor:

VKidz Holdings, Inc., d/b/a WritingCity  
Attn: President  
17855 Dallas Parkway, Suite 400  
Dallas, Texas 75287

If to District:

The School Board of Duval County, Florida  
Attn: Dr. Diana Greene, Superintendent  
1701 Prudential Drive  
Jacksonville, Florida 32207

With copy to:

Office of General Counsel  
c/o 1701 Prudential Drive  
Room 340  
Jacksonville, FL 32207

Notwithstanding the foregoing, the Parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor, which representatives shall be designated by the Parties in writing promptly upon commencement of the Services. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of scheduling and conducting the services set forth in the Agreement, as well as the process for routine or administrative communications. The Parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by Contractor as part of the services. For purposes of the District's representative for the day-to-day activities, the District's administrator shall be:

Duval County Public Schools  
Attn: Brandie Berry, Director of ELA/Reading  
1701 Prudential Drive  
Jacksonville, FL 32207  
(904) 348-7857

21. **No Gifts or Contingent Fees.** It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. Contractor further warrants that it, nor any of its directors, employees, officers or agents, nor any of Contractor's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Agreement. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

22. **Disclosure of Employment of Former District Employees.** Pursuant to District Policy all bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and

who within the last two (2) years, have been or are employees of the District. And all bidders, proposers, consultants, and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates the employee held those positions. By its signature of the Agreement, Contractor certifies to the District that there are no names to disclose to the District pursuant to this section.

23. **No Third-Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.

24. **Entire Agreement.** The Agreement represents the entire agreement between the Parties, may only be amended by a written agreement signed by both Parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by the Agreement.

25. **Severability.** If any clause or provision of the Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the remainder of the Agreement shall not be affected thereby; and in lieu of each clause or provision of the Agreement which is illegal, invalid or unenforceable, there shall be added, as part of the Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and as may be legal, valid and enforceable.

26. **Assignment.** The Agreement may not be assigned by Contractor, in whole or in part, without the prior written consent of the District.

27. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, or termination of the Agreement, including, by way of example only, the Indemnification provisions, shall survive the expiration or termination of the Agreement.

28. **Representations by Contractor.** Contractor represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Florida; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement; and (iv) the individual executing the Agreement on behalf of Contractor is authorized to do so.

29. **Dates.** Time is of the essence in the Agreement. Except as specifically noted herein, if any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business or working days.

30. **Jessica Lunsford Act.** All District and Contractor employees, appointees, or agents who come into contact with students as part of the Agreement must submit a background check, in a manner prescribed by District (which manner is required by section 1012.315 and 1012.467, Florida Statutes). Any non-District personnel associated with the Agreement and who may come into contact with students as part of the Agreement will be screened at Contractor's expense. Contractor shall not permit persons to provide services to student under the Agreement if any such person does not meet the standards under Florida law and the District hiring standards concerning criminal background employee history checks. Failure to comply with this provision shall be cause for immediate termination of the Agreement.

31. **No Waiver.** The failure of either party to enforce any provision of the Agreement will not constitute a waiver of future enforcement of that or any other provisions.

32. **Publicity.** Contractor shall not use the District’s name, logo or other likeness in any public event, press release, marketing materials or other public announcement without receiving the District’s prior written approval. Contractor shall not host or stage events at District locations without receiving prior approval by the District’s contract administrator.

33. **Facsimile and Counterpart Signatures; Single Signature Document.** This Agreement may be executed in one or more counterparts and via facsimile signature, the counterparts and Addendum Agreement. The Parties agree that the signatures below shall also constitute the Parties’ respective signatures for the Agreement set forth in Exhibit A.

**IN WITNESS WHEREOF** the undersigned have executed this Addendum as noted below.

Attest:

**THE SCHOOL BOARD OF DUVAL COUNTY,  
FLORIDA**

By: \_\_\_\_\_  
Dr. Diana Greene, Superintendent  
Of Schools and Ex-Officio Secretary  
to the Board

By: \_\_\_\_\_  
Elizabeth A. Andersen, Chairman

Form Approved:

Approved by Board on June 1, 2021

By: \_\_\_\_\_  
Office of General Counsel

**VKIDZ HOLDINGS, INC., d/b/a WritingCity**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**



## Learning A-Z License Quote

Date: 05/20/21

Brandie Berry  
Duval County Public School District  
1701 Prudential Drive  
Jacksonville, FL 32207

904.348.7857  
berryb@duvalschools.org

Thank you for requesting a quote from Learning A-Z, Brandie Berry!  
Your username is **bberry26**  
Your reference number is **9132524**.  
Please include this reference number on your purchase order.

Products	Type	License Terms	List Price	Final Cost
WritingCity.com	New	520 classrooms, 1 year	\$155,480.00	\$155,480.00
Professional Development Customized Professional Development Workshop	Training	2 sessions	\$5,000.00	\$3,990.00

Final Cost	
Sales Tax:	\$0.00
<b>YOUR TOTAL COST:</b>	<b>\$159,470.00</b>

(\*) Taxes (if applicable) to be calculated at time of purchase.

All prices are in U.S. dollars.

This quote is valid until 12/31/21.

Quoted prices are based on specified quantities and terms.  
Please contact your representative for adjustments.

Prepared by: [Cristal Doherty](#) and [Timothy Jablonski](#)

1840 East River Road, Suite 320  
Tucson, AZ, 85718  
phone: 216.548.4614 | 520.274.1544  
fax: 520.274.1545  
[cristal.doherty@learninga-z.com](mailto:cristal.doherty@learninga-z.com) |  
[Timothy.Jablonski@learninga-z.com](mailto:Timothy.Jablonski@learninga-z.com)



**EXHIBIT B**  
**Insurance Requirements**

A. **REQUIRED INSURANCE.** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall (and shall also require of any of its subcontractors), at their sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of the Agreement by the District and shall be maintained in force throughout the term of the Agreement.

1. **Workers' Compensation/Employers Liability:** The Workers' Compensation and Employers' Liability insurance provided by the Contractor shall conform to the requirements set forth herein.

a. The Contractor's insurance shall cover the Contractor (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-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 (herein the "State") 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, 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 and any other applicable federal or state law.

b. The policy must be endorsed to waive the insurer's right to subrogate against the District, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with the District, and its members, officials, officers and employees scheduled thereon.

c. Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverage's customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000	Each Accident
\$1,000,000	Disease - Each Employee
\$1,000,000	Disease - Policy Limit

d. The Contractor may be relieved of providing Workers' Compensation coverage provided an exemption form is submitted from the State Division of Workers Compensation stating the Contractor is exempt from the insurance requirement under F.S. 440.

2. **Commercial General Liability.** The Commercial General Liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

a. The Contractor's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under the Agreement.

(1) The coverage **may not** include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

(2) The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead.

b. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

c. The Contractor shall include the District and the District's members, officials, officers and employees as "additional insured's" on the Commercial General Liability coverage. The coverage afforded such additional insured's shall be no more restrictive than that which would be afforded by adding the District and the District's members, officials, officers and employees as additional insured's on the latest edition of the Additional Insured – Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State by the Insurance Services Office.

d. Except with respect to coverage for property damage liability, or as otherwise specifically authorized in the Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of \$1,500 per occurrence. The Contractor shall pay on behalf of the District or the District's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against the District or the District's member, official, officer or employee for which the District or the District's member, official, officer or employee is insured as an additional insured.

3. **Business Auto Liability.** The automobile liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

a. The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State by ISO without any restrictive endorsements other than those which are required by the State, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with the Agreement.

b. The District and the District's members, officials, officers and employees shall be included as "additional insured's" in a manner no more restrictive than that which would be

afforded by designating the District and the District's members, officials, officers and employees as additional insured's on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

c. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

4. **Professional Liability.** The professional liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

a. The professional liability insurance shall apply to those claims which arise out of Services performed by or on behalf of the Contractor pursuant to the Agreement which are first reported to the Contractor within four years after the expiration or termination of the Agreement.

b. If the insurance maintained by the Contractor also applies to services other than Services under the Agreement, the minimum limits of insurance maintained by the Contractor shall not be less than \$1,000,000 per claim/annual aggregate. If the insurance maintained by the Contractor applies exclusively to the Services under the Agreement, the minimum limits of insurance maintained by the Contractor shall not be less than \$1,000,000 per claim/annual aggregate.

c. Except as otherwise specifically authorized in the Agreement, the insurance may be subject to a deductible not to exceed \$15,000 per claim.

d. The Contractor shall maintain the professional liability insurance until the end of the term of the Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of the Agreement which are reported to the Contractor or the insurer within four years after the expiration or termination of the Agreement.

5. **Errors And Omissions Liability Insurance** covering the liability for financial loss due to error, omission, negligence of employees and machine malfunction in an amount of at least \$1,000,000.

6. **Electronic Data Processing Special Form Property Insurance** on equipment, data, media and valuable papers, including extra expense coverage, with a minimum limit adequate to cover such risks on a replacement cost basis.

7. **Employee Dishonesty and Computer Fraud** coverage for loss arising out of in in connection with any fraudulent or dishonest acts committed by the employees of the Company, acting alone or in collusion with others, including the property and funds of others in their care, custody or control, in a minimum amount of \$250,000.00. This policy shall be endorsed to name the District as a loss payee.

B. **EVIDENCE OF INSURANCE.** Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of the Agreement by the District and shall be maintained in force throughout the term of the Agreement. The Contractor shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation and Employer's

Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the Contractor shall furnish the District with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the District, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of the District, identify the Agreement, and provide that the District shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for the District on the Commercial General Liability insurance, the Contractor shall furnish the District with:

- a. A fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of the District and the District's members, officials, officers and employees as Additional Insured's in the Commercial General Liability coverage.
- b. Upon request in Section 4 below, will provide copies of applicable declaration pages and endorsements.

3. Until such time as the insurance is no longer required to be maintained by the Contractor as set forth in the Agreement, the Contractor shall provide the District with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to the District, if requested by District, the Contractor shall, within thirty (30) days after receipt of a written request from the District, provide the District with a certified copy or certified copies of the declaration pages from the policy or policies providing the coverage required by this Section. The Contractor may redact or omit those provisions of the policy or policies which are not relevant to the insurance required under the Agreement.

#### **C. INSURERS QUALIFICATIONS/REQUIREMENTS:**

1. Insurers providing the insurance required by the Agreement for the Contractor must either be:

- a. Authorized by a subsisting certificate of authority issued by the State to transact insurance in the State, or
- b. An eligible surplus lines insurer under State Statutes. (Except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act).

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by the Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Contractor has knowledge of any such failure; the Contractor shall immediately notify the District and immediately replace

the insurance provided by the insurer with an insurer meeting these requirements. Until the Contractor has replaced the unacceptable insurer with an insurer acceptable to the District, the Contractor shall be in default of the Agreement.

D. **Primary and Non-Contributory.** The insurance provided by the Contractor pursuant to the Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the District or the District's member, official, officer or employee.

E. **Additional Remedy.** Compliance with the insurance requirements of the Agreement shall not limit the liability of the Contractor or its Subcontractors or Sub-subcontractors, employees or agents to the District or others. Any remedy provided to the District or the District's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

F. **District Approval:** Neither approval by the District nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide the insurance as required by the Agreement.