

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	32,000	32,000	32,000	32,000	32,000
External Revenue	(17,455)	(17,455)	(17,455)	(17,455)	(17,455)
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	14,545	14,545	14,545	14,545	14,545

No. ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included in Current Budget? Yes x No
 Is this item using Federal Funds? Yes x No
 Is this item using State Funds? Yes x No

Budget Account No.:

Fund 0001 Dept 140 Unit 1220 Object 5121 Program Code Var Program Period Var
 Fund 1010 Dept 142 Unit 1477 Object 5121 Program Code Var Program Period Var
 Fund 1003 Dept 145 Unit 1455 Object 5121 Program Code Var Program Period Var
 Fund 0001 Dept 148 Unit 1354 Object 5121 Program Code Var Program Period Var
 Fund 1490 Dept 146 Unit 7623 Object 5121 Program Code Var Program Period Var
 Fund 0001 Dept 146 Unit 7621 Object 5121 Program Code Var Program Period Var

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding source is ad valorem, U.S. Department of Housing and Economic Development, Emergency Rental Assistance Program, United States Health and Human Services, and the State of Florida Department of Economic Opportunity. The cost is divided by these funding sources, as the contracted agencies are funded by these funding sources. External grant revenue in the amount of \$17,455 will be received as follows:

1010/142/1477/3169 4,363.75
 1003/145/1455/3168 4,363.75
 0001/148/1354/3469 4,363.75
 1490/146/7623/5121 4,363.75

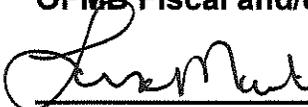
DocuSigned by:

 05AC9C7CC5BC4A4...

C. Departmental Fiscal Review: _____
 Julie Dowe, Director, Financial & Support Services

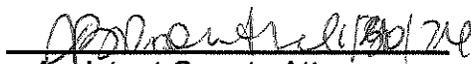
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:


 OFMB
 1/27/2026
 GA 1/23
 ESW 1/27-26


 Contract Development and Control
 1/30/26
 26.1.30.26

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

SAMIS COLLABORATIVE AGREEMENT

THIS AGREEMENT is made and entered into as of October 1, 2025, by and between:

Children's Services Council of Broward County, Kids Hope Alliance (for and on behalf of the City of Jacksonville), **Children's Services Council of Martin County, Children's Services Council of St. Lucie County, Children's Services Council of Palm Beach County, The Children's Trust of Miami-Dade County, Children's Services Council of Leon County, Children's Trust of Alachua County and Escambia Children's Trust** (collectively "CSCs"), **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("PBC" or "LFP"), and **United Way of Broward County (LFP)** (collectively Local Funding Partners or "LFPs") and **Florida Alliance of Children's Councils and Trusts, Inc.** (Operating Agent" or "FACCT") hereinafter, collectively referred to as the "Parties."

WHEREAS, Section 163.62, Florida Statutes provides that agencies of one or more local governments may establish a collaborative client information system in which state, local and private agencies may collect data and information. Data to be collected in the collaborative system may include, but is not limited to: criminal justice, juvenile justice, education, employment training, health, and human services; and

WHEREAS, Section 163.63, Florida Statutes requires that agencies involved in the administration of the collaborative client information system will form a steering committee consisting of a representative of all agencies and organizations participating in the system to govern the organization and administration of the collaborative system. The steering committee must develop a security policy to be followed by all agencies participating in the collaborative system to ensure the integrity of the data in the collaborative information system and to guarantee the privacy, to the extent possible, of all clients served by an agency that participates in the collaborative system; and

WHEREAS, Section 163.63, Florida Statutes also provides that each member of the collaborative shall sign an agreement before sharing confidential information, which shall specify, at a minimum: what information each agency will share with the collaborative, how the information will be shared, how clients will be notified that an agency participates in the collaborative, who in each agency will have access to the information, the purpose to be served by sharing the information, assurances from each agency that it will maintain the confidentiality and exempt status of the information as required by law, including Section 125.901(11), Florida Statutes and other information decided upon by members of the information collaborative; and

WHEREAS, all CSCs and LFPs are users of a web-based funder information data collection system designed and developed to measure client level services and performance measures and to be a tool for tracking funds distributed through a contract for the purpose of determining the effectiveness of programs and services funded by CSC's and other human services related organizations in the State of Florida; and

WHEREAS, this Agreement is not intended by the Parties nor shall it be interpreted

to be a transfer, consolidation, or merger within the meaning of those terms for constitutional or statutory purposes, for pension purposes, or any purpose whatsoever, and it is the intent of the Parties that no transfer, consolidation or merger shall be accomplished by the terms of this Agreement in any respect whatsoever and the parties shall interpret and administer this Agreement to that end;

WHEREAS the CSCs and the LFPs seek to continue their data collection collaborative, hereinafter known as the "**SAMIS COLLABORATIVE.**"

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each Party to the other, the Parties hereto agree as follows:

Section I.

- A. The recitations set forth above are incorporated herein by reference in their entirety.
- B. The CSCs will serve as the STATEWIDE SAMIS MANAGEMENT COMMITTEE ("SMC"), the duties of which are defined below in Section VIII.A. of this Agreement.
- C. FACCT, a 501(c)(4) not-for-profit, serves as the Operating Agent as defined below in Section VIII.D. of this Agreement.
- D. The statutorily required steering committee will be known as the SAMIS MANAGEMENT GROUP or ("SMG"). Representatives of all users of the data collaborative will be on the SMG, more specifically described below in Section VIII.B. of Agreement.
- E. FACCT, as Operating Agent, has entered into a contract with Webauthor.com LLC ("Webauthor") to develop and manage a collaborative data information system known as the "Services and Activity Management Information System," hereinafter referred to as "SAMIS."
- F. The contract with Webauthor dated March 17, 2016, hereinafter referred to as "SaaS Agreement" (Attachment B), is incorporated herein by reference in its entirety.
- G. The purpose of this Agreement is to allow members of the SAMIS COLLABORATIVE to utilize SAMIS according to the rights and permissions granted within the SaaS Agreement.

Section II. LEGAL AUTHORITY

This Agreement is entered into pursuant to the provisions of Sections 163.62. et seq., the Collaborative Client Information Systems Act. The Parties entering into this Agreement are fully cognizant of the constitutional limitations on the transfer of powers as set forth in Article VIII, Section 4 of the Constitution of the State of Florida, and it is the express purpose of this Agreement only to enter into a contract for the participation, in a collaborative information system (SAMIS).

With respect to the Kids Hope Alliance (for and on behalf of the City of Jacksonville), in addition to the foregoing, authority to make and enter into this Agreement is described in Section XV. of this Agreement.

Section III. NO PLEDGE OF AD VALOREM TAXES

The Parties agree that this Agreement does not constitute a general indebtedness of any of the Parties herein within the meaning of any constitutional, statutory, or charter provision or limitation and the Parties expressly agree that the SMC shall not have the right to require or compel the exercise of ad valorem taxing power of any agency with taxing authority, or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement. It is further agreed between the Parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of any member of the SMC or LFP.

Section IV. AUTHORITY TO ACT

The members of the SAMIS COLLABORATIVE, to the extent allowed by law, are hereby vested with the powers necessary to implement and carry forth the duties and responsibilities imposed by Florida Statute and this Agreement. Decisions regarding the use of funds collected by all agencies using SAMIS to be known as the "SAMIS Fund" are the responsibility of the SMC and may be based upon recommendations of the SMG. However, the decisions will not require the Fiscal Agent's Board approval.

- A. Operating Agent:** The Parties agree and acknowledge that the Operating Agent has no responsibility for generating any revenue for, or for covering any costs associated with SAMIS, SMC or SMG operations, such obligations being that of the SMC. Should the Operating Agent become a member of the SMC, it will have the same duties and obligations as other members of the SMC.

- B. Fiscal Agent:** At this time, the Fiscal Agent is FACCT. However, the SMC may, at any time, agree to appoint a different Fiscal Agent. The Parties agree and acknowledge that the Fiscal Agent (whether FACCT or its successors) has no responsibility for generating any revenue for or for covering any costs associated with SAMIS, SMC, or SMG operations, such obligations being that of the SMC. If the Fiscal Agent is a member of the SMC, it will have the same duties and obligations as other members of the SMC.

Section V. SOVEREIGN IMMUNITY

The CSCs, and PBC, hereto agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution and statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes.

Section VI. RECORDS

Before storing any confidential data, each Party will sign an agreement consistent with Section 163.63, Florida Statutes. Additionally, Section 163.64, Florida Statutes allows agencies and organizations participating in the creation or administration of a collaborative client information system to share client information. Notwithstanding any law to the contrary, including confidential client information, with other members of the collaborative system so long as the restrictions governing the confidential information are observed by any other agency granted access to the confidential information.

Pursuant to Section 125.901(11), Florida Statutes all personal identifying information of any child or child's parent or guardian which becomes a part of the collaborative client information system shall be exempt from the provisions of Section 119.07(1), Florida Statutes and Section 24(a), Article I of the Constitution of the State of Florida.

A. Confidentiality: Each Party will agree to follow the SMG approved SAMIS Security Policies and the security provisions within the signed SaaS Agreement for the handling of information contained in the SAMIS databases, including data extracted from all SAMIS databases to a local CSC, LFP, or third-party media to ensure the integrity of the data in the collaborative information system and to guarantee the privacy, to the extent possible, of all clients served by a SAMIS COLLABORATIVE member. Before sharing confidential information with other members of the SAMIS COLLABORATIVE, each member of the SMG shall sign a separate agreement consistent with specifying, at a minimum, the following information:

1. What information each agency will share with the collaborative;
2. How the information will be shared;
3. How clients will be notified that an agency participates in the collaborative;
4. Who in each agency will have access to the information;
5. The purposes to be served by sharing the information;
6. Assurances from each agency that it will maintain the confidentiality of the information as required by law; and
7. Other information decided upon by members of the information collaborative.

As Broward County and the United Way of Northeast Florida have elected not to be parties to this Agreement, they will not have access to any confidential data stored in the data system, except for data they have submitted. Similarly, the CSCs and LFPs that are parties to this Agreement will not have access to any confidential data of Broward County or the United Way of Northeast Florida.

Section VII. TERM

This Agreement shall take effect as of October 1, 2025, and shall remain in effect through September 30, 2030. Subject to the provisions of Section XIV., any Party may terminate this Agreement without cause and without further liability to the other Parties by providing written notice no later than April 1 of the calendar year in which termination is to take effect on September 30 of that same year.

Section VIII. MEMBERSHIP and DUTIES

A. SMC Membership and Duties

1. Composition: The members of each CSC are represented by their respective Executive Directors/CEOs.
2. Duties: The purpose of the SMC is to provide oversight of the operation of the SAMIS COLLABORATIVE. The SMC will also have the authority to approve the annual SAMIS budget, as recommended by the SMG. The SMC also has the sole authority to approve any major enhancements with consultation and recommendation of the SMG. The SMC will meet at least annually (in-person or virtually) and more often if needed. A representative of the Operating Agent shall attend such meetings in a non-voting capacity.

B. SMG Membership and Duties

1. Composition: Each CSC and each LFP will designate two staff to sit on the SMG. In addition, the Fiscal Agent may attend SMG meetings. Other staff from CSCs or LFPs may attend at the request of the SMG for consultation, as needed.
2. Duties:
 - a. SMG serves as the Steering Committee for the SAMIS COLLABORATIVE.
 - b. SMG makes recommendations to the SMC in relation to SAMIS enhancements that affect all members, policies, procedures, governance, administration, and budget for the SAMIS COLLABORATIVE.
 - c. The SMG functions as an intermediary between Webauthor and the SMC.
 - d. The SMG approves enhancements to SAMIS within the limits of the annual budget, as indicated in Attachment A hereto.
 - e. The SMG will annually prepare and recommend a budget for the next fiscal year no later than July 30th of the current fiscal year for approval by the SMC.
 - f. The SMG may elect a chair, create workgroups and/or committees to address specific issues or questions. Workgroups and/or committees will report back to the SMG.

C. Local Funding Partners

For the purpose of this Agreement, a Local Funding Partner is an organization that allocates funds for services in a county that has a CSC participating in the SAMIS COLLABORATIVE. Local Funding Partners must be associated with a sponsor member of

the SMC. Examples of Local Partners include, but are not limited to, United Ways, Community Foundations, other local governments.

D. Duties of Operating Agent

The Operating Agent will:

1. Be responsible for the overall project management, administration, security, and coordination of activities of the SMG.
2. Be responsible for the management of any contracts between participating members and Webauthor to develop and support SAMIS.
3. Be responsible for the contract to support SAMIS that shall be between the Operating Agent and Webauthor subject to SMG and SMC approval.
4. Day-to-day contact with Webauthor for approval of work done by Webauthor, prior to payment being made by the Fiscal Agent.
5. Submit an invoice for its approved budgeted expenses to the Fiscal Agent within 10 days after the close of a calendar quarter.
6. Serve as a coordinator for the SMG.
7. Notify SMG members of quarterly meetings and distribution of the agenda.
8. Coordinate training and access for SMG Project Leaders.
9. Provide support by telephone, email, or through online services to local SAMIS Administrators.

E. Duties of the Fiscal Agent:

The Fiscal Agent will:

1. Distribute annual invoices beginning in October of each year of the Agreement consistent with the fees/costs outlined in Attachment A, unless the SMC requests that the Fiscal Agent invoice on a quarterly basis, per Section X.B.4.
2. Pay invoices for approved budget expenses within 10 days of receipt.
3. Provide a quarterly financial report that will include all income, expenditures, and current SAMIS Fund balance.
4. Monitor the SAMIS Fund such that a balance of ten percent of the operating budget is maintained.
5. Communicate with Webauthor, as appropriate, in its role as Fiscal Agent.

F. New Members to the SAMIS COLLABORATIVE

1. A new Children's Services Council or Children's Trust may participate in the SMC at any time through amendment of this Agreement. A new member to the SMC will designate 2 representatives to participate in the SMG.
2. Local Funding Partners may be invited to participate in SAMIS at any time provided that the Local Funding Partners data collection goal is consistent with the goals of the SAMIS COLLABORATIVE. Participation of new Local Funding Partners may take place at any time through amendment of this Agreement. Local Funding Partners will designate 2 member representatives to participate in the SMG.

3. LFPs may not equal or exceed the number of Children's Services Council's in the SAMIS COLLABORATIVE. See Section XIV.C.2.
4. No Children's Services Council may join the SAMIS Collaborative, have use of, or access to SAMIS, or be a Party to this Agreement without being or becoming a member of the Florida Alliance of Children's Councils and Trusts.

Section IX. MEETINGS of the SMC and SMG

A. Voting

Consensus shall be the preferred method for decision-making among the voting members of both the SMC and SMG. If consensus cannot be reached, each member shall have one vote and must be present—either in person, by phone, or virtually—to cast their vote. All significant decisions must be subject to a recorded vote.

For the SMG, each party to this Agreement shall be entitled to one vote. For the SMC, all members present may vote. A majority of the votes cast is required to approve any action. All votes will be documented in the official meeting minutes.

B. Meeting Schedule

Meetings of the SMG will be scheduled, as needed, by the Operating Agent. The SMG may invite other staff from CSCs or LFPs for purposes of consultation relating to a SAMIS project on an as-needed basis. The Operating Agent will distribute meeting materials in advance of the meeting.

C. Meeting Minutes

Minutes of the SMC meeting will be taken and distributed by the Operating Agent within five (5) business days of a meeting. Minutes of the SMG will be taken and distributed within five (5) business days by the Operating Agent following the conclusion of each meeting of the SMG. The SMG members are responsible for providing feedback on the issues discussed at the SMG meetings with the management and local SAMIS administrative group within their organization, as applicable.

Section X. FEES

A. Annual Fees and Costs

1. The SAMIS COLLABORATIVE annual fees are shown in Attachment A.
2. All members of the SAMIS Collaborative, including LFPs that are not a party to this Agreement must pay annual fees.
3. Any change to the annual fees will be by amendment to Attachment A of this Agreement.
4. If needed to maintain a minimum Fund Balance at 10 percent of the total

operations budget, the expense will be evenly divided among all SAMIS COLLABORATIVE members.

5. Annual Operations may be payable in four equal quarterly installments in October, January, April, and July if this arrangement is established by written or electronic request to the Fiscal Agent. If quarterly payments are not requested, annual operations billing is payable within 60 days of receipt.
6. Any SMC approved operations budget amendments would be billed on an "as needed" basis and payable within 60 days.

B. New Member Fees

1. As onboarding a new member requires configuration and training, there will be an initiation fee for new collaborative members. The fee is reflected in Attachment A of this Agreement. New member fees are subject to change. Changes to the new member fees will be reflected by an amendment to Attachment A of this Agreement.
2. The annual fee for new members that join during the contract year will be on a pro-rata basis and reflected in the contract amendment.

C. Payments

1. Commencement Of Payment

Fees begin accruing for services rendered under this Agreement by participating agencies on the earlier of October 1 or the first day of the calendar quarter in which participation in SAMIS begins, unless otherwise agreed to by the SMC. Participation is defined as access to SAMIS and/or the involvement of the Operating Agent's staff or representative in training CSC or LFP staff to implement SAMIS locally.

2. Payment For Specific Enhancements

Specific Enhancements will require an independent contract between participating CSCs, Local Funding Partners, and Webauthor for independent enhancements to SAMIS, with all payments to be made exclusively by the CSCs and/or Local Funding Partners to Webauthor for the Specific Enhancements.

Specific Enhancements are considered to be owned by Webauthor pursuant to Section XIII.C. and therefore can be licensed by Webauthor to any and all Parties to this Agreement that request access to the functionality, without payment to the CSC(s) or Local Funding Partner(s). The CSC(s) and/or Local Funding Partner(s) requesting and paying for the Specific Enhancement will have final approval of the functionality for the new developments, as long as existing functionality is not compromised.

Section XI. ENHANCEMENTS

A. All Member Enhancements:

These are changes to SAMIS that apply to all members that require development services of Webauthor to complete enhancements to the system. Enhancements are changes, additions, modifications, revisions, and repairs to SAMIS that Webauthor will own in its entirety per the SaaS Agreement. Any enhancement consulting agreement must also provide an explicit warranty by Webauthor that the enhancements do not infringe or violate any copyright and that Webauthor agrees to defend, indemnify and hold harmless the Operating Agent, SMC, and any other entity granted a license to use SAMIS by the Operating Agent from any and all claims brought against the Operating Agent, SMC and/or any other entity granted a license to use SAMIS by the Operating Agent arising out of allegations that the enhancement infringes or violates a copyright. Indemnification by Webauthor in favor of the Operating Agent, SMC, and any other entity granted a license to use SAMIS shall be as set forth in the SaaS Agreement.

B. Specific Enhancements

These are enhancements that meet the requirements of Section XI.A., but only for a single CSC, LFP, or sub-group of CSCs and/or LFPs Partners. Specific enhancements are paid for by the members seeking the enhancement. These members are obligated to advise the Operating Agent in writing of any specific enhancements being requested. All specific enhancements shall be the sole and exclusive property of Webauthor.

SPECIFIC ENHANCEMENTS CANNOT ALTER THE CURRENT FUNCTIONALITY OF SAMIS WITHOUT UNANIMOUS APPROVAL OF ALL MEMBERS ACCESSING THE SAMIS FUNCTION BEING ENHANCED.

Section XII. OWNERSHIP OF AND ACCESS TO DATA

SMC members and LFPs, respectively, will have sole ownership and access to the client data entered or client data that is entered on their behalf. The Operating Agent shall be prohibited from sharing or disclosing individual CSC client data with other CSCs or any other person or entity. Likewise, the individual CSCs shall not have access to other CSC client data. The Operating Agent shall not use individual CSC data in any analysis or report without first obtaining written permission from individual CSCs. Before seeking CSC approval, the Operating Agent shall use its best efforts to ensure that the individual CSC data that Operating Agent desires to analyze and use in a written report is comparable to other individual CSC datasets and shall explain to the CSC the basis for such comparability. As per the SaaS Agreement, Webauthor shall grant each CSC and LFP access to the individual CSCs' or LFPs' own database in its entirety in accordance with the current SaaS Agreement. Each CSC or LFP may connect to export, replicate, and/or duplicate its own client data entered into SAMIS. Webauthor may not alter, delete or make any data unavailable without the express written documentation from the CSC or the LFP.

Section XIII. ASSIGNMENT OF RIGHTS IN SAMIS

A. Assignment Of Rights

Each participating CSC assigns all of its rights and ownership, including intellectual property rights, including trademark, copyright, patent and trade secrets and all goodwill associated therewith, in SAMIS, including all source code, executable code, object code, current, and future enhancements, revisions, repairs, and documentation ("SAMIS Program") to Webauthor, subject to the provisions of Section XIII.C. of the Agreement.

B. License To CSC and LFP

Webauthor, through the SaaS Agreement, shall grant a license for SAMIS exclusively to each individual CSC and LFP as set forth in the SaaS Agreement. Any CSC or LFP shall have the right to access SAMIS, so long as the CSC or LFP is in good standing and in compliance under this Agreement and the SaaS Agreement. The Operating Agent is prohibited from altering the SaaS Agreement without prior SMC approval. The Operating Agent is prohibited from authorizing Webauthor to license SAMIS to anyone or any entity other than a CSC or a Local Funding Partner without obtaining unanimous SMC approval.

C. Intellectual Property

1. Ownership

Webauthor shall be the sole and exclusive owner of SAMIS, including all intellectual property rights therein, while the SaaS Agreement remains in force. If the Operating Agent or Webauthor cease to exist, wind down, or otherwise become defunct, attempts to transfer ownership, or encumber SAMIS or the term "SAMIS" without SMC written approval, then all rights granted to the Operating Agent or Webauthor herein to SAMIS and the term "SAMIS," shall immediately revert and vest in the entity(s) identified by the SMC in accordance with Section XIV C.4. of this Agreement. The Operating Agent and Webauthor shall cooperate with the transfer of all SaaS rights in SAMIS and the term "SAMIS", including but not limited to the execution of all documents to effectuate the transfer to the entity(s) identified by the SMC.

2. Maintenance of Confidential Information

Operating Agent shall not, at any time, disclose or disseminate any confidential information to any person, firm, or organization that does not need to obtain access thereto in connection with Operating Agent's exercise of its rights under this Agreement. Operating Agent shall not disclose confidential information to any employee or agent of Operating Agent who does not need to obtain access thereto in connection with Operating Agent's exercise of its rights under this Agreement. All Parties agree to keep confidential all confidential information disclosed to it by any other Party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar

information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however that no Party shall have any such obligation with respect to use or disclosure to other non-parties to this Agreement of such confidential information as can be established to: (1) have been known publicly; (2) have been known generally in the industry before communication by the disclosing Party to the recipient (3) have become known publicly, without fault on the part of the recipient subsequent to disclosure by the disclosing Party; (4) have been known otherwise by the recipient before communication by the disclosing Party; or (5) have been received by the recipient without any obligation of confidentiality from the source (other than the disclosing Party) lawfully having possession of such information.

3. Disclaimers, Indemnity, Limitation of Liability

- a. **Third-Party Data:** Operating Agent acknowledges that, with the exception of system and data management responsibilities as Operating Agent, it will access any data entered by an individual CSC or LFP to be used with SAMIS only, with the expressed, written permission of the individual or LFP and for no other purpose. Individual CSCs and LFPs make no representations concerning this information or regarding the quality or acceptability of the data, products, or services provided by CSCs or LFPs.
- b. **Data Loss:** Parties acknowledge that any use of computers is subject to a likelihood of human and machine errors, omissions, delays, and losses, including loss or corruption of data or media. Operating Agent agrees to work with Webauthor to establish and maintain adequate disaster and recovery solutions and procedures to minimize loss of data due to temporary system disruptions.
- c. **Disclaimer of Warranties:** CSCs and LFPs offer no warranties, either express or implied, and each CSC and LFP expressly disclaims all warranties of design, merchantability, and/or fitness for a particular purpose, even if the CSC or LFP has been informed of such purpose regarding SAMIS.
- d. **Limitation of Liability:** Operating Agent agrees that the consideration that the CSCs and LFPs are charging hereunder for the transfer of SAMIS does not include any consideration for assumption by CSCs nor LFPs of the risk of any consequential or incidental damages which may arise in connection with the use, installation, and maintenance of SAMIS and any future enhancements. Accordingly, Operating Agent agrees that the CSCs and LFPs shall not be responsible for any commercial loss; inconvenience; loss of use, time, data, goodwill, revenues, profits, or savings; or other special, indirect, or consequential damages in any way related to or arising from this Agreement. An individual CSC's or LFP's maximum liability to any person, firm, other CSC, or corporation, whether based on contract, warranty, tort, or otherwise, shall not exceed the actual fees paid for the use of SAMIS during the twelve-month period in which the claim was asserted.

Section XIV. TERMINATION OF AGREEMENT

A member may terminate its participation in the SAMIS COLLABORATIVE and terminate access to SAMIS as set forth in Section VII. of this Agreement.

A. Data upon Termination

Upon termination, the CSC or LFP's data will be provided to a designated representative of the terminating member. The Operating Agent will work with Webauthor to facilitate the export and transfer of data from SAMIS to the terminating CSC or LFP. All records of that CSC or LFP will then be permanently deleted from the SAMIS database. No refunds of any fees will be granted, unless provided for elsewhere in this Agreement.

B. Outstanding Fees upon Termination

Termination of this Agreement does not free any Party from their respective obligations to comply with all terms of this Agreement, which calls for performance prior or subsequent to the termination date, including the responsibility to complete the payment of any annual fees owed.

C. Other Provision Relating to Terminating Parties

1. If the Operating Agent terminates as Operating Agent, it will assign ownership of the SaaS Agreement to any entity designated by the SMC, and it will cease to be a Party to this Agreement.
2. Should a CSC terminate their participation in the SAMIS COLLABORATIVE, the corresponding LFP will also be required to leave the SAMIS COLLABORATIVE at the end of the fiscal year in which the CSC leaves. Should the LFP elect to leave prior to the end of the fiscal year, the member would have the option to request its pro-rated portion of the unused annual fee for the year in which it left the SAMIS COLLABORATIVE.
3. Should SMC members opt to terminate membership such that only one member is remaining, access to SAMIS and assignment of the SaaS Agreement will be transferred to the last remaining member of the SAMIS COLLABORATIVE.
4. Should the SMC vote to dissolve the SAMIS COLLABORATIVE, all debts and liabilities will be paid from the SAMIS fund. Any remaining funds will be distributed evenly among the remaining SAMIS COLLABORATIVE members at the time of dissolution. The Operating Agent will terminate any outstanding contracts relating to SAMIS, including the SaaS Agreement and any amendments thereto.

Section XV. AUTHORITY AND MAXIMUM INDEBTEDNESS

A. Kids Hope Alliance

1. With respect to the Kids Hope Alliance (for and on behalf of the City of Jacksonville), in addition to the Authority to Act in Section 5, authority to make and enter into this Agreement is found in a Single Source Award issued by the Procurement Division of the City of Jacksonville dated September 28, 2017, and Section 51. 104(j), Ordinance.
2. Pursuant to Section 106.431, City of Jacksonville Ordinance Code, the maximum indebtedness for the Jacksonville Children's Commission, for and on behalf of the City of Jacksonville, for all fees, payments, expenses, and other costs, under this Agreement, shall not exceed a maximum amount of \$32,000.00. This maximum Indebtedness may be increased by written amendment to this Agreement. All amounts payable by the Jacksonville Children's Commission, for and on behalf of the City of Jacksonville, are subject to lawful appropriation of funds therefor.

B. Palm Beach County

1. PBC acknowledges that it is a voting member of the SMG, a member of the SAMIS COLLABORATIVE and an additional Party to this Agreement. The total amount to be paid by PBC for all services and costs shall not exceed a total amount of \$32,000.00 per Fiscal Year, and the obligations of PBC under this Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County. Because PBC has been a LPF prior to execution of this Agreement, PBC will not be required to pay the New Member Fees contained in Section X.B. of the Agreement. As Palm Beach County intends to use federal funds towards payment of its annual fees, the attached Exhibits A, B and C are incorporated into the terms of the Agreement, but are applicable solely to PBC and FACCT as Fiscal Agent, and are not applicable to any other Party.
2. The Parties acknowledge that PBC, as a subdivision of the State of Florida, has not waived Sovereign Immunity as provided in Chapter 768, Florida Statutes, and PBC is expressly included within Section V of the Agreement, Sovereign Immunity and Third Parties.

Section XVI. OTHER PROVISIONS

United Way of Broward County and the FACCT must furnish an affidavit, signed by an authorized signatory attesting that the organization does not use coercion of labor or services as set forth in Section 787.06 (14), Florida Statutes, attached hereto as Attachment C.

Section XVII. ENTIRE AGREEMENT

This Agreement reflects the full and complete understanding of the Parties to it. It may be modified or amended only by a document in writing executed by all the Parties hereto and executed with the same formality of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives effective the 1st day of October 2025.

[Signatures on Next Page]

Signed by:

Michele Watson

10FA3ADFCC00432...

Michele Watson, CEO
Florida Alliance of Children's Councils and Trusts, Inc.

Date: 12/22/2025

Signed by:

James R. Haj

3090522062A54B1...

James R. Haj, President/CEO
The Children's Trust, Miami-Dade County

Date: 12/22/2025

DocuSigned by:

David Heaton

378044DF049D461...

David Heaton, Executive Director
Children's Services Council of Martin County

Date: 12/22/2025

DocuSigned by:

Cecka Rose Green

2DBDC50C8DD148F...

Cecka Rose Green, Executive Director
Children's Services Council of Leon County

Date: 12/22/2025

DocuSigned by:

Cindy J. Arenberg Seltzer

42AC4212A26543A...

Cindy J. Arenberg Seltzer, President/CEO
Children's Services Council of Broward County

Date: 12/22/2025

[Signatures Continued on Next Page]

DocuSigned by:
Lisa Williams Taylor, Ph.D.
EEFEC04CB70E497

Lisa Williams-Taylor, CEO
Children's Services Council of Palm Beach County

Date: 12/22/2025

Signed by:
Sean Boyle
9AD7ED781874A8...

Sean Boyle, Executive Director
Children's Services Council of St. Lucie County

Date: 12/23/2025

Signed by:
Lindsey Cannon
9D24D98EE3F049F...

Lindsey Cannon, Executive Director
Escambia Children's Trust

Date: 12/23/2025

DocuSigned by:
Marsha Kiner
EE7AE0C71C7842D

Marsha Kiner, Executive Director
Children's Trust of Alachua County

Date: 12/24/2025

Signed by:
Kathleen Cannon
04E0230B0D1F475...

Kathleen Cannon, President/CEO
United Way of Broward County

Date: 12/29/2025

[Signatures Continued on Next Page]

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

Kenneth Darity, Chief Administrative Officer

Date: _____

Director of Finance
City Contract #

Form Approved:

Office of General Counsel

[Signatures Continued on Next Page]

ATTEST:

MICHAEL A. CARUSO, CLERK OF THE CIRCUIT
& COMPTROLLER

PALM BEACH COUNTY, FLORIDA,
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

Signed by:
Jessica Bobur Rosenthal
42EE4B68AAE5427

By: _____
Department Director

Signed by:
Taruna Mallotra
76C93F78AFFD4B2...

ATTACHMENT A*

SAMIS COLLABORATIVE MEMBER	ANNUAL FEES 25-26
Children’s Trust of Alachua	\$32,000
CSC Broward	\$32,000
CSC Leon	\$32,000
CSC Martin	\$32,000
CSC Palm Beach	\$32,000
CSC St. Lucie	\$32,000
Escambia Children’s Trust	\$32,000
KHA - Jacksonville	\$32,000
The Children's Trust (Miami-Dade)	\$32,000
United Way of NE Florida (LFP)	\$32,000
United Way Broward (LFP)	\$32,000
Broward County CSA (LFP)	\$32,000
Palm Beach County (LFP)	\$32,000

NEW MEMBER FEE: \$2,500.00

*Fees are subject to increase based on Webauthor's costs to be applied uniformly to all members. Annual fee increases are subject to the recommendation of the SMG and the approval of the SMC and are included in the annual amendment to the SAMIS Collaborative Agreement.

ANNUAL FEE BREAKDOWN	MONTHLY FEES	PER PARTNER ANNUAL (based on 13 partners)
SAMIS Fees Per Partner	\$1,600.00	\$19,200.00
SAMIS Platform Fee	\$5,303.00	\$4,896.00
Operating Costs	-	\$4,546.00
Fund Balance	-	\$3,358.00
Total		\$32,000.00



Software as a Service (SaaS)
 Product Order Form
 SAMIS Collaborative Portal

This Agreement is entered into by and between Webauthor.com, LLC, a Florida Limited Liability Company ("Webauthor") with its place of business at 2737 Misty Oaks Circle, Royal Palm Beach, Florida 33411, and the Children's Services Council of Florida, Inc. with its place of business at 111 N Gadsden Street - Suite 300, Tallahassee, FL 32301, ("Customer") – either of which may be referred to herein as a "Party", or collectively, as the "Parties"

Seven Florida entities (Affiliates as defined herein) make up, as members or local funding partners with limited voting rights, the Statewide SAMIS Collaborative for which the Children's Services Council of Florida, Inc. is the Operating Agent.

In consideration of the mutual covenants herein, the Parties agree to the following, which shall apply during the term of this Agreement.

Webauthor has previously developed (without cost or obligation to the Customer) a demo site that shows how the existing SAMIS web site and related functionality can be transitioned to a new, more flexible Internet based technology platform. Several meetings have been held with the various stakeholders in SAMIS and after a complete review of the demo site they have agreed that they want to migrate the current SAMIS system to a portal developed by Webauthor.

The Customer has presented requirements for several different components of the current SAMIS system enhanced with some new functionality that they want built into the new system. Those requirements will utilize several modules from Webauthor's existing NextGen code library with those modules being modified by Webauthor in order to meet the requirements as shown in Addendum A to this Agreement. The portal will be a HTML5-Responsive system that will work on all modern devices from smart phones to desktops

The final deployment will involve one Live (production) and one Training environment (two per Affiliate) of the Webauthor code running in a Software as a Service (SaaS – sometimes called Cloud Computing) environment. Each Affiliate will have identical instances of the Live and Training instances. There will also be one development environment available to applicable stakeholders. Therefore, there will be a total of Fifteen (15) separate instances of the application running in total

It is possible that in the future Affiliates may be added to the Collaborative. Should that occur there would be additional charges to build, modify, and/or deploy the additional instances of the Portal in order to meet the needs of the new Affiliate. The costs to do so are not contemplated or defined within this Agreement.

Other modules of the NextGen code set are available at extra cost and Customer has indicated that future customization of the initially deployed Portal is possible. Customer agrees that any such future customization (including new functionality, graphics, color palette, user interface, etc.) will be charged at rates as show in Addendum B to this Agreement

Customer can allow Affiliates' providers, clients, or individual Users (including all those it has worked with in the past, currently works with, or whom it may work with in the future) to

Customer Initial _____

THE PERSON SIGNING THIS AGREEMENT REPRESENTS THAT IT HAS THE AUTHORITY TO LEGALLY BIND THE CUSTOMER TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1 - Definitions:

"Affiliate" means, all current members and local funding partners with limited voting rights of the Statewide SAMIS Collaborative; Children's Services Council of Broward County, Jacksonville Children's Commission, Children's Services Council of Martin County, Children's Services Council of Palm Beach County, Palm Beach County Community Services Department, The Children's Trust (Miami Dade County) and United Way of Broward County

"Agreement" means this Agreement and all related Product Order Forms executed hereunder

"Control" means ownership or control, directly or indirectly, of more than 50% of the voting interests of the subject entity.

"Customer Contact" means an internal Customer resource who is knowledgeable about Customer's use of the Hosted Service and authorized by Customer to communicate with Webauthor for support of the Hosted Service.

"Customer Data" means without limitation any and all data and textual information submitted to or through the Hosted Service by Customer, Affiliates, their clients, or any individual User. Customer, and each individual User, shall be required, solely at their own expense, to ensure that all such text and data provided by Customer, Affiliates, their clients, or any individual end User meets all local, state, and federal security and confidentiality requirements before its entry into the Hosted Service, storage and use in the database(s) used for the Hosted Service, and for its eventual display and/or use on any screen or page of the Hosted Service. All data must be secure and encrypted.

"Effective Date" means the date Customer executes this Agreement.

"Emergency Maintenance" means downtime of the Hosted Service outside of Scheduled Downtime hours due to the application of urgent patches or fixes, or other urgent maintenance, recommended by Webauthor' vendors to be applied as soon as possible

"Hosted Service" means the hosted, on-demand, Web-based on-line service offered by Webauthor, including updates thereto from time to time.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Scheduled Downtime" means downtime of the Hosted Service during the hours of (i) midnight (Friday-Saturday) to 7:00 a.m. Saturday U.S. Eastern Time; or (ii) midnight (Saturday-Sunday) to 7:00 a.m. Sunday U.S. Eastern Time

"System Availability" means the percentage of total time during which the Hosted Service is available to Customer, excluding Scheduled Downtime and Emergency Maintenance.

"Site" means the hosted, on-demand, Web-based on-line service offered by Webauthor, including updates thereto from time to time.

Customer Initial _____

"Taxes" means any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including VAT (subject to reverse charge), GST (subject to reverse charge), excise, sales, use or withholding taxes.

"User(s)" means Customer's and its Affiliates' employees, providers, agents, contractors, consultants or any other individuals and/or end users who are authorized by Customer or an Affiliate to access and use the Hosted Service and/or whose information is stored on the Hosted Service (excluding information about those no longer associated with Customer whose information is being stored solely for archival purposes).

"Work Product" means all work product developed or created by Webauthor during the course of providing development and deployment of the Hosted Service, and any and all support, implementation, consulting, training or other professional services provided to Customer. Work Product does not include any Customer Data.

"Webauthor" means Webauthor.com, LLC, a Florida Limited Liability Company. Webauthor's address is 2737 Misty Oaks Circle, Royal Palm Beach, FL 33411. Customer or the Customer Contact may contact Webauthor at any time by E-mail to info@webauthor.com.

2 - Provision of Hosted Service & Implementation:

Webauthor shall make the Hosted Service available to Customer and its Users in accordance with this Agreement and each applicable Product Order Form mutually entered into from time to time hereunder. Customer agrees that its purchase of the Hosted Service is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written private or public comments made by Webauthor regarding future functionality or features.

2.1- For those Customers whose Product Order Form specifically indicates purchased development, implementation, or consulting time Webauthor will, prior to the Effective Date, contact Customer to begin discussing an implementation schedule and Customer's business needs and priorities. Thereafter, a teleconference kickoff meeting will be scheduled as mutually agreed upon. At the kickoff meeting, Webauthor and Customer will discuss and mutually agree on a "go live" plan, which will outline certain Customer and Webauthor responsibilities, with the expectation that the "go live" date will occur within 180 days of the Effective Date. Should Customer's failure to fulfill its responsibilities in a timely manner require additional developer or consultant time due to such failure, Customer will be invoiced additional professional services fees at Webauthor's then current professional services rates.

3 - Use of Hosted Service:

Customer is responsible for all activities conducted under its User logins and for its Users' compliance with this Agreement. Customer shall use the Hosted Service solely for its internal business purposes (which shall include use by all Affiliates and SAMIS Users), in compliance with applicable law, and shall not: (i) resell, sublicense, lease, time-share or otherwise make the Hosted Service available to any third party; (ii) send or store infringing or unlawful material; (iii) send or store Malicious Code; (iv) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Hosted Service or the data contained therein; (v) modify, copy or create derivative works based on the Hosted Service; (vi) reverse engineer the Hosted Service; (vii) access the Hosted Service for the purpose of building a competitive product or service or copying its features or user interface; (viii) use the Hosted Service, or permit it to be used, for purposes of product evaluation, benchmarking or other comparative analysis intended for

Customer Initial: _____

publication without Webauthor's prior written consent; or (ix) permit access to the Hosted Service by a direct competitor of Webauthor; (x) allow any User under the age of 14 to access or use the Hosted Service.

3.1 - Account registration is required to use the Hosted Service. Customer will provide or cause to be provided accurate, current and complete information in any registration or other account-related forms provided on the Hosted Service and agree to maintain the security of Customer username(s) and password(s). Customer will maintain and promptly update or cause to be maintained and updated such information to keep it accurate, current and complete. CUSTOMER and its AFFILIATES UNDERSTAND THAT ANY PERSON WITH CUSTOMER OR AFFILIATE USERNAME(S) AND PASSWORD(S) MAY BE ABLE TO ACCESS CUSTOMER OR AFFILIATE ACCOUNT (INCLUDING CUSTOMER OR AFFILIATE INFORMATION, TRANSACTION INFORMATION, AND OTHER USER DATA CUSTOMER, ITS AFFILIATES, OR OTHERS HAVE PROVIDED TO WEBAUTHOR - SOME OF WHICH CUSTOMER OR AFFILIATES MAY CONSIDER CONFIDENTIAL IN NATURE). CUSTOMER AND ITS AFFILIATES ACCEPT ALL RISKS OF UNAUTHORIZED ACCESS TO THEIR RESPECTIVE ACCOUNT BASED ON THE SHARING OR LOSS OF A USERNAME AND PASSWORD. Customer or Affiliates will promptly notify Webauthor if Customer or Affiliates discover or otherwise suspect any security breaches related to the Site, including any unauthorized use or disclosure of a username or password.

3.2 - Webauthor will use reasonable efforts to establish and maintain safeguards to protect the security and integrity of the Hosted Service and protect against the accidental or unauthorized access, use, alteration or disclosure of the Customer Data submitted to the Hosted Service.

3.3 - Some of the technology incorporated into the Hosted Services may be provided by independent third parties. Some or all of this technology is innovative in nature and may be provided by companies that are in early stages of business development. There is no assurance that technology provided by these third parties will continue to be available. Webauthor will use its best efforts to continue to be able to provide access to these innovative technologies but there can be no assurance that such access and use can be maintained. In the event that access to these innovative technologies cannot be maintained Customer releases Webauthor from any and all liability for such actions.

4 - Ownership & Licenses:

Webauthor shall retain without limitation all ownership rights in the Hosted Service and the Work Product, and Customer, or its Affiliates, or its Users, as applicable, shall retain all ownership rights in their own Customer Data. Subject to the payment of all fees hereunder or in any applicable Product Order Form Webauthor hereby grants Customer and Affiliates a royalty-free, fully paid-up, nonexclusive, worldwide, transferable (only to a successor in interest by way of merger, reorganization or sale of all or substantially all assets or equity), license to use the Hosted Service solely for its and its Affiliates' internal business purposes (which shall include use by Customer's and Affiliates' providers and SAMIS Users).

4.1 - Webauthor shall have a royalty-free, fully paid-up, nonexclusive, perpetual, irrevocable, worldwide, transferable (only to a successor in interest by way of merger, reorganization or sale of all or substantially all assets or equity), sub-licensable license to use, copy, modify, or distribute, including by incorporation into the Hosted Service or any other Internet based service created by Webauthor, any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the operation of the Hosted Service.

Customer Initial _____

5 - Fees & Renewal:

Except as otherwise provided: (i) the fees set forth in each Product Order Form hereunder shall be fixed during the subscription term of such Product Order Form; (ii) the subscription and services fees set forth in each Product Order Form hereunder will be invoiced as indicated on each Product Order Form.

5.1 - User subscriptions purchased by Customer commence on the start date specified in the applicable Product Order Form and continue for the term specified therein or until terminated under this Agreement, whichever shall be later.

5.2 - Except as otherwise provided, invoices are issued monthly, are due on receipt, and are considered past due 30 days following issuance (excluding amounts then under reasonable and good faith dispute). Past due amounts are subject to interest at 1.5% per month, or the maximum rate permitted by law, whichever is lower. Past due payments may result in suspension of Customer's ability to access the Hosted Service until full payment including any late fees is made and accepted by Webauthor. In the event of such suspension for non-payment Customer shall have no recourse nor make any claim against Webauthor for such suspension. Customer shall reimburse Webauthor for all reasonable, actual costs (including reasonable attorneys' fees) incurred by Webauthor in collection of overdue amounts.

5.3 - Unless otherwise provided, Webauthor' fees do not include any Taxes, and Customer is responsible for paying any and all local, state, or federal Taxes associated with its purchases hereunder, excluding Taxes based on Webauthor' net income or property.

5.4 - No travel is contemplated under the terms of this Agreement, therefore, any expenses incurred should Webauthor agree to meet with Customer and/or any other travel associated with this Agreement is at Customer expense. Air travel will be coach class unless total portal to portal travel time is over 10 hours, any single flight is over 6 hours in duration, or travel outside the 48 lower U.S. states is involved. In those instances business and/or first class travel is allowed. Auto rental is midsize or smaller, and hotels are midrange business hotels (Marriott, Hyatt, Radisson, etc.). All portal to portal travel time is billable (maximum of eight hours per day per person). All costs over \$500 (per person per trip) require Customer's prior approval. Documentation for all expenses will be provided in a form suitable to Customer.

6 – Support:

Second level standard support, also known as technical support, is included in the fees for the Hosted Service. Customer is responsible for first level support of its Users, which at a minimum shall include telephone support during Customer's normal business hours. Customer must use the issues tracking functionality included in the Hosted Service for all second level support inquires. Customer may designate a maximum of two (2) Customer Contacts per Affiliate plus the SAMIS Director who shall be the only individuals authorized to contact Webauthor for support. Support is available 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding holidays.

7 - Service Level Warranty:

Webauthor warrants at least 99.9% System Availability. Should Webauthor fail to achieve 99.9% System Availability within any consecutive twelve month period Customer shall have the right to terminate this Agreement for cause, in which case Webauthor will refund to Customer

Customer Initial

any fees that have already been received by Webauthor during any subscription term remaining after the date of termination. Claims under this service level warranty must be made in good faith and by Customer submitting supporting written documentation within 10 business days after the end of the relevant period.

8 - Other Warranties:

Each Party represents and warrants that (i) it has the legal power to enter into and perform under this Agreement; (ii) it shall comply with all applicable local, state, and federal laws in its performance hereunder. Customer further represents that (i) all text or data of any sort (including but not limited to all Customer Data) submitted to the Hosted Service has been collected, maintained and handled in compliance with all applicable local, state, and federal data privacy and protection laws; and (ii) all text or data of any sort (including but not limited to all Customer Data) submitted by Customer to the Hosted Service, and the use thereof by Webauthor, does not and will not infringe or constitute an infringement or misappropriation of any intellectual property rights, privacy rights or other proprietary rights of a third party or breach the terms of any agreement with a third party.

8.1 - Webauthor represents and warrants that (i) it will provide the Hosted Service in a prompt and professional manner consistent with good industry standards and practices and will operate in conformity with the capabilities and requirements described in Addendum "A"; (ii) the functionality of the Hosted Service will not be materially decreased during a subscription term; (iii) the Hosted Service and Work Product will not contain or transmit to Customer any Malicious Code (except possibly for Malicious Code uploaded by Users, over which Webauthor has no control); (iv) it owns or otherwise has sufficient rights in the Hosted Service and Work Product to grant to Customer the rights granted herein; (v) the Hosted Service and Work Product do not infringe any intellectual property rights of any third party; and (vi) except as required by applicable law, it will not disclose Customer Data to any third party for any purpose other than to provide the Hosted Service to Customer.

8.2 - THE HOSTED SERVICE AND ANY THIRD PARTY SERVICES ACCESSED THROUGH THE HOSTED SERVICE ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, OTHER THAN AS SET FORTH IN SECTION 8.1 ABOVE. WEBAUTHOR DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE HOSTED SERVICE OR ANY OTHER ITEMS OR SERVICES OR THIRD PARTY SERVICES ACCESSED THROUGH THE HOSTED SERVICE COVERED BY OR FURNISHED UNDER THIS SERVICE AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY (i) OF MERCHANTABILITY, (ii) OF FITNESS FOR A PARTICULAR PURPOSE, OR (iii) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. WEBAUTHOR DOES NOT WARRANT THAT ANY ITEMS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE BEYOND THE PROVISIONS OF SECTION 7 ABOVE.

8.3 - IN NO EVENT WILL WEBAUTHOR, CUSTOMER OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS SERVICE AGREEMENT, THE HOSTED SERVICES, AND ANY THIRD PARTY SERVICES ACCESSED THROUGH THE HOSTED SERVICE, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF WEBAUTHOR, CUSTOMER OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Customer Initial

9 – Confidentiality:

As used herein, "Confidential Information" means all confidential and proprietary information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in Product Order Forms hereunder), the Customer Data, the Hosted Service, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party; or (v) is subject to disclosure under Florida's Public Record Law, Ch. 119, Florida Statutes.

Additionally, Webauthor acknowledges that Customer and its Affiliates are subject to Florida's Public Record Law, Ch. 119, Florida Statutes, and any non-exempt information is subject to public access and copying

9.1 - Receiving Party shall not disclose any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement, except with Disclosing Party's prior written consent or as otherwise required by law. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any actual or reasonably suspected breach of confidentiality of Disclosing Party's Confidential Information.

9.2 - If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and, at Customer's sole discretion if Customer is the Disclosing Party, reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure

9.3 - If Receiving Party discloses (or threatens to disclose) any Confidential Information of Disclosing Party in breach of confidentiality protections hereunder, Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being acknowledged by the Parties that any other available remedies are inadequate

9.4 - Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request, return to the Disclosing Party or destroy (at the Disclosing Party's election) all materials containing such Confidential Information, subject to any legal requirements Customer and its Affiliates may have to retain records.

10 - Indemnification by Webauthor

Webauthor shall defend, indemnify and hold Customer and its Affiliates harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer, its Affiliates or its users by a third party alleging that (i) the use of the Hosted Service as contemplated hereunder

Customer Initial _____

infringes the intellectual property rights of, or has otherwise harmed, such third party; or (ii) Webauthor' breach of its confidentiality obligations relating to Customer Data harmed such third party; provided, that Customer (a) promptly gives written notice of the Claim to Webauthor; (b) gives Webauthor control of the defense and settlement of the Claim (provided that Customer may participate in such defense at its own cost and that Webauthor may not settle any Claim in a manner that imposes any obligation or liability on Customer); and (c) provides to Webauthor, at Webauthor' cost, all reasonable assistance.

10.1 - Webauthor may, at its sole option and expense: (i) procure for Customer the right to continue using the Hosted Service under the terms of this Agreement; (ii) replace or modify the Hosted Service to be non-infringing without material decrease in functionality; or (iii) if the foregoing options are not reasonably practicable, terminate this Agreement and refund Customer: (i) any fees actually received by Webauthor for development of the Work Product and (ii) for hosting, any fees during any subscription term remaining after the date of termination. This section represents Customer's exclusive remedy for Webauthor' breach of its non-infringement warranty

11 - Indemnification by Customer:

Customer shall defend, indemnify and hold Webauthor harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Webauthor by a third party alleging that Customer's or Affiliates' use of the Hosted Service is in violation of this Agreement, infringes the intellectual property rights of or has otherwise harmed, such third party; provided, that Webauthor (i) promptly gives written notice of the Claim to Customer; (ii) gives Customer control of the defense and settlement of the Claim (provided that Webauthor may participate in such defense at its own cost and that Customer may not settle any Claim in a manner that imposes any obligation or liability on Webauthor; and (iii) provides to Customer, at Customer's cost, all reasonable assistance, provided however that nothing in this Agreement shall be construed as a waiver of any rights to sovereign immunity granted to Customer under the laws of the State of Florida.

12 - Limitation of liability:

EXCEPT FOR THE PARTIES' INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER HEREUNDER OVER THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY (OR ANTICIPATED TO BE PAID OVER THE FIRST 12 MONTHS IF SUCH INCIDENT ARISES DURING THE FIRST 12 MONTHS).

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13 - Term and termination:

This Agreement commences on the Effective Date and continues until all rights granted in accordance with this Agreement have expired or been terminated. The subscription term of a Product Order Form commences on the Effective Date (for the initial purchase of User

Customer Initial _____

14.8 - This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, USA, applicable to agreements made and to be entirely performed within the State of Florida, USA, without resort to its conflict of law provisions. Webauthor and Customer agree to meet and confer (in person or by telephone) in good faith to resolve any claims or disputes that may arise under this Agreement. Webauthor and Customer agree that any unresolved claim or dispute between them or against any agent, employee, successor, or assign of the other, whether related to this Agreement or otherwise, and any claim or dispute related to this Agreement or the relationship or duties contemplated under this Agreement including the validity of this arbitration clause, shall be resolved by binding arbitration by the American Arbitration Association, under the Code of Procedure then in effect. The arbitration shall be conducted in Palm Beach County, Florida. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. Further information may be obtained and claims may be filed at any office of the American Arbitration Association or at Corporate Headquarters; 335 Madison Avenue, Floor 10; New York, New York 10017-4605 (www.adr.org). This Agreement shall be interpreted under the Federal Arbitration Act.

14.9 - This Agreement contains the entire agreement and understanding between Webauthor and the Customer with respect to the subject matter thereof and supersedes all prior agreements, negotiations, representations, and proposals, written and oral, relating to such subject matter.

14.10 - This Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party participated in the preparation of this Agreement.

14.11 - Webauthor is aware that the Inspectors General of Broward County, Duval County, Miami-Dade County and Palm Beach County each have the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and in furtherance thereof may demand and obtain records and testimony from Webauthor and its subcontractors and lower tier subcontractors. Webauthor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Webauthor or its subcontractors or lower tier subcontractors to fully cooperate with any of these Inspectors General when requested may be deemed by the Customer to be a material breach of this Agreement justifying its termination.

IN WITNESS WHEREOF, the Parties have caused this Product Order Form to be executed by their respective duly authorized representatives.

Webauthor.com, LLC:

Children's Services Council of Florida, Inc.:

By: 
Signature

By: 
Signature

Printed Name: Ld Schneider

Printed Name: Brittany Birken

Title: COO

Title: CEO

Date: March / 17 / 2016

Date: 3 / 17 / 16

Customer Initial CB

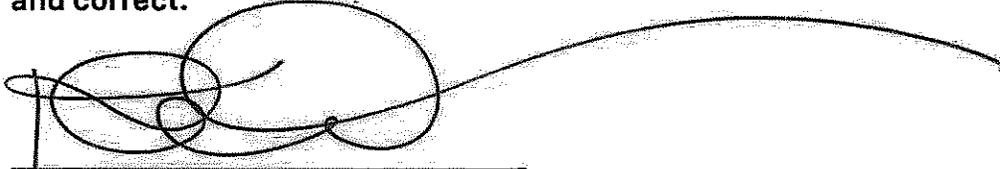
Attachment C

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(14), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of United Way of Broward County and attest that United Way of Broward County does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.



Kathleen Cannon, President/CEO

State of Florida,
Broward County

Sworn to and subscribed before me by means of physical presence or online notarization this 22 day of December, 2025, by Kathleen Cannon.

Personally known OR produced identification

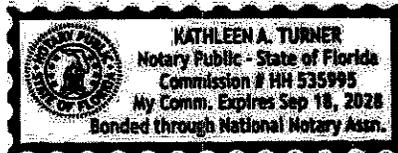
Type of identification produced _____



NOTARY PUBLIC (Signature)

My Commission Expires:

State of Florida at large



(Notary Seal)

CONTRACT EXHIBIT

**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes**

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Florida Alliance of Children's Councils & Trusts (FACCT) and attest that FACCT does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

M. Watson
(Signature of Officer or Representative)

Michele Watson, CEO
(Printed Name of Officer or Representative)

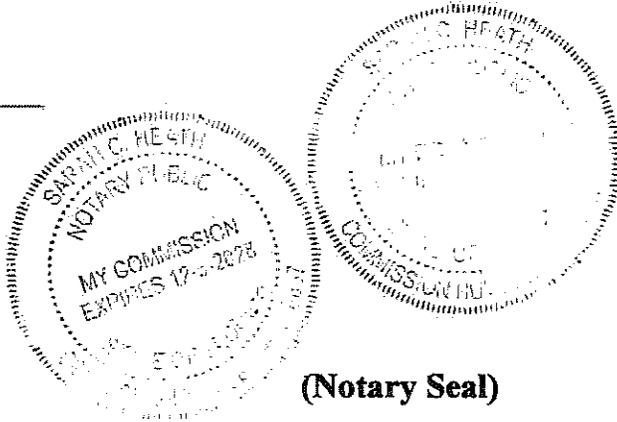
State of Florida, County of Leon

Sworn to and subscribed before me by means of physical presence or online notarization this, 18th day of November, 2025, by Michele Watson.

Personally known OR produced identification .

Type of identification produced _____.

[Signature]
NOTARY PUBLIC (Signature)
My Commission Expires: 12/5/28
State of Florida at large



2

EXHIBIT A

PALM BEACH COUNTY TERMS AND CONDITIONS FOR FEDERALLY FUNDED CONTRACTS

The following additional Terms and Conditions are applicable to this Agreement for services paid or reimbursed with federal funds by Palm Beach County, a political subdivision of the State of Florida by and through its Board of Commissioners, ("COUNTY"), and the Florida Alliance of Children's Councils & Trusts, Inc. ("FACCT")

ORDER OR PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this Agreement; (2) Rules or regulations codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Agreement; (3) the federal award or funding document applicable to the funding source for this Agreement; (4) the provisions of the Agreement, including any exhibits; (5) all other documents, if any, cited herein or incorporated herein by reference.

AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement for the current or any subsequent grant year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County, and received from the United States Government under the U.S Department of Treasury, or any subsequent funders.

TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by FACCT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged to the FACCT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

SUCCESSORS AND ASSIGNS

The COUNTY and FACCT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor FACCT shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

WARRANTIES AND LICENSING REQUIREMENTS

FACCT represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S

representative upon request.

FACCT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. FACCT is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

NONDISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the FACCT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the FACCT represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the FACCT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the FACCT retaliate against any person for reporting instances of such discrimination. The FACCT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The FACCT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. FACCT shall include this language in its subcontracts.

FACCT shall comply with all applicable Federal statutes relating to nondiscrimination. These include but are not limited to: (a) 42 U.S.C. § 2000d et seq., Title VI, Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) 20 U.S.C. § 1681 et seq., Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex; (c) 29 U.S.C. § 701 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability; (d) 42 U.S.C. § 6101 et seq., the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; (e) Public Law 92-255, the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse; (f) Public Law 91-616, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 42 U.S.C. § 201 et seq., the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 42 U.S.C. § 3601 et seq., Title VIII of

the Civil Rights Act of 1968, as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. FACCT shall comply with the Drug Free Workforce Act of 1988.

The FACCT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. FACCT shall include this language in its sub-contracts.

REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or FACCT.

CONFLICT OF INTEREST

FACCT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and Palm Beach County Code of Ethics. FACCT further represents that no person having any such conflict of interest shall be employed for said performance of services.

FACCT shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance that may influence or appear to influence FACCT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, and the nature of work that FACCT may undertake and shall request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by FACCT. The COUNTY agrees to notify FACCT of its opinion by certified mail within thirty (30) days of receipt of notification by FACCT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by FACCT, the COUNTY shall so state in the notification and FACCT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by FACCT under the terms of this Agreement.

DRUG-FREE WORKPLACE

FACCT shall implement and maintain a drug-free workplace program of at least the following items:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, FACCT'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the services that are under Agreement a copy of the statement specified in Item Number 1 above.
4. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under Agreement, the employee will abide by the terms of the statement and will notify the FACCT of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of section 287.087, Florida Statutes.

AMERICANS WITH DISABILITIES ACT (ADA)

FACCT shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

INDEPENDENT CONTRACTOR RELATIONSHIP

FACCT is, and shall be, in the performance of all work services and activities, under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to FACCT'S sole direction, supervision, and control. FACCT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects FACCT'S relationship and the relationship of its employees to the

COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

FACCT does not have the power or authority to bind the COUNTY in any promise, contract or representation other than specifically provided for in this Agreement.

CONTINGENT FEES

FACCT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for FACCT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for FACCT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

PUBLIC ENTITY CRIMES

As provided in sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, FACCT certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by sections 287.133(3)(a), Florida Statutes.

EXCUSABLE DELAYS

FACCT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of FACCT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon FACCT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if FACCT'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARREARS

FACCT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. FACCT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other

than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

STANDARDS OF CONDUCT FOR EMPLOYEES

FACCT must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 2 C.F.R. 200.317-327 - Procurement Standards.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective FACCT official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

FACCT shall provide a copy of the rules of conduct to each officer, employee, board member, and subvendor that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the COUNTY determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for review upon request, for example, during a site visit.

DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: contract to provide goods or services to a public entity; contract with a public entity for the construction or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, sub-contractor, or vendor under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the Discriminatory Vendor List and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

SCRUTINIZED COMPANIES

A. As provided in sections 287.135, Florida Statutes, by entering into this Agreement or

performing any work in furtherance hereof, FACCT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to sections 215.4725, Florida Statutes. Pursuant to sections 287.135(3)(b), Florida Statutes, if FACCT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

- B. When contract value is greater than \$1 million: As provided in sections 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the FACCT certifies that it, its affiliates, suppliers, and subagencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to sections 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by FACCT, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to sections 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

DEBARMENT AND SUSPENSION

A completed "Certification Regarding Debarment and Suspension", Exhibit B (attached hereto) , is required at time of contract execution. Upon request, the FACCT agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, sub-recipients and sub-agencies after Contract award.

This Contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the FACCT is required to verify that none of the FACCT, its principals (defined at 2 C.F.R. 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.935).

The FACCT must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this Contract is valid and throughout the period of any contract that may arise from this Contract, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the FACCT did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to the Federal Government serving as Grantor and COUNTY as Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

BYRD ANTI-LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any FACCT, a member of Congress, officer or employee of Congress, or

an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

A completed certificate (attached hereto and titled Byrd Anti-Lobbying, **Exhibit C**) is required in Contractor's sealed Bid. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management ("SAM") (found at <http://www.sam.gov/>), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

The FACCT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the FACCT'S actions pertaining to this contract.

FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

FACCT acknowledges that it must comply with The False Statement Act, which sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from a FACCT or sub-recipient under the Contract. (31 U.S.C. § 3729).

REGULATIONS

The FACCT shall comply with all federal, state and local laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. FACCT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, and any other applicable federal requirements now in effect or imposed in the future.

PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if FACCT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2) Florida Statutes, FACCT shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. FACCT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.

- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY 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 Chapter 119 or as otherwise provided by law. FACCT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- 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 FACCT does not transfer the records to the public FACCT.
- D. Upon completion of the Agreement, FACCT shall transfer, at no cost to the COUNTY, all public records in possession of FACCT unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If FACCT transfers all public records to the COUNTY upon completion of the Agreement, FACCT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If FACCT keeps and maintains public records upon completion of the Agreement, FACCT shall meet all applicable requirements for retaining public records. All records stored electronically by FACCT must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of FACCT to comply with the requirements of this provision shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. FACCT acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF FACCT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FACCT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

The COUNTY has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of

records, and audit, investigate, monitor, and inspect the activities of FACCT, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code Section 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

AUTHORITY TO PRACTICE

FACCT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the FACCT. The FACCT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is FACCT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

FACCT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Agreement.

E-VERIFY - EMPLOYMENT ELIGIBILITY

FACCT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System at E-Verify.gov, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of FACCT'S subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

FACCT shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. FACCT shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that FACCT has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that FACCT'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify FACCT to terminate its contract with the subcontractor and FACCT shall immediately terminate its Agreement with the subcontractor. If COUNTY

terminates this Agreement pursuant to the above, FACCT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, FACCT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

EXHIBIT B

**CERTIFICATION
DEBARMENT AND SUSPENSION**

The FACCT certifies that:

- a. This contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. 180.935).
- b. The contractor must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. FACCT agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The FACCT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMPANY: FLORIDA ALLIANCE OF CHILDREN'S COUNCILS AND TRUSTS

**ADDRESS: 1203 Governor's Square
Suite 102
Tallahassee, FL 32301**

COMPANY'S AUTHORIZED OFFICIAL:

Michele Watson, CEO

Signed by:

10FABADFCC00432...

Signature

Date 12/22/2025

EXHIBIT C

**CERTIFICATION REGARDING LOBBYING
BYRD ANTI-LOBBYING AMENDMENT**

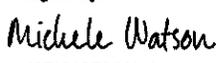
This Required Certification MUST be Submitted

The undersigned vendor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an FACCT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any FACCT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The FACCT, Chief Executive Officer, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of FACCT's Authorized Official

Signed by:

19FA3ADECC00432

Michele Watson, CEO of FACCT

12/22/2025

Date