

DOCUSIGN

INTERNAL CONTRACT REQUISITION FORMCONTRACTOR/VENDOR NAME: DURHAM PUBLIC SCHOOLS FOUNDATION VENDOR # 1000018845

CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING FOR THE CONTRACTOR):

MAGAN GONSALES-SMITH magan@bullcityschools.org

Print Name

E-Mail Address

TYPE OF CONTRACT: New ☒ Renewal ☐ Amendment ☐ Services ☒ Goods ☐ Consulting ☐ Construction ☐ Lease ☐ Other ☐ SCOPE OFWORK: SUPPORT OF COMMUNITY-BASED HOPE LEARNING CENTERS - supportive space to access students online learning.CONTRACT AMT: \$405,000.00 CONTRACT TERM: 09.29.2020- 01.15.2021 RRP/IFB/RFQ#: N/AFUNDING SOURCE: General ☒ State ☐ Federal ☐ **UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES ☐ NO ☒**

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT #	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1	1001010000	5930550000	5200160100			0026	\$405,000.00	N/A	

RISK MANAGER Contract Requires Risk Management Review/Approval? YES ☒ NO ☐

COUNTY ATTORNEY

Signature: SEE ATTACHED Date: _____Contract Requires BOCC Approval? YES ☒ NO ☐ Date of BOCC Approval: 10/12/2020Reviewing Attorney: J. OWENS/ W. DARBY Date: SEE ATTACHED

REQUISITIONER DocuSigned by:

Lechelle C. Feinberg Date: 12/4/2020DocuSign E-Signature: Lechelle C. Feinberg Date: _____Print Name/E-Mail: Lechelle C. Feinberg feinberg@dconc.gov

PURCHASING MANAGER

Angela Perry Date: 12/4/2020

DocuSign E-Signature

DEPARTMENT HEAD OR DESIGNEE

DocuSign E-Signature: _____ Date: _____

Print Name/Title: _____

E-Mail Address: _____

CHIEF FINANCIAL OFFICER

Susan Tejai Date: 12/11/2020

DocuSign E-Signature

COUNTY MANAGER

Wendell M Davis Date: 12/11/2020

DocuSign E-Signature

CLERK TO THE BOARD

Monica Toomer Date: 12/11/2020

DocuSign E-Signature

Additional Comments/Instructions by Department:

RUSH REQUESTED BY DEPARTMENT

Attesters: Monica Toomer - mtoomer@dconc.gov;

Brianna Kennedy - brianna@bullcityschools.org

FUNDS RESERVATION# 21-674Purchasing Comments: RUSH REQUEST PER DEPT

THE COI, LEGAL & BUDGET APPROVAL DOCUMENTS ARE ATTACHED TO THE FR IN SAP.

IS&T DEPT

Date: _____

DocuSign E-Signature



COUNTY OF DURHAM

Purchasing Division of the Finance Department
201 East Main Street 7th Floor, Durham NC 27701
919-560-0051(Telephone); 919-560-0057(Fax)

Funds Reservation 2100000674

General Data

Company code	DCNC	Document date	12/04/2020
		Posting date	12/04/2020

More Data

Text CONTRACT FOR HOPE LEARNING CTR 09/08/20 - 01/15/21

Overall Amount 405,000.00 USD

To Approve 0.00 USD

Document item 001

Text SUPPORT OF COMMUNITY-BASED HOPE LEARNING CENTERS

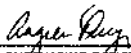
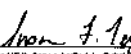
-SUPPORTIVE SPACE FOR STUDENTS TO ACCESS ONLINE LEARNING

Fund	1001010000	Funds center	5930550000
Cost Center	5930550000	G/L account	5200160100
Vendor	1000018845	Vendor Name	DURHAM PUBLIC SCHOOLS FOUNDATION
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	

Amount 405,000.00 USD

Open amount 405,000.00 USD

To approve 0.00 USD


PURCHASING OFFICER

CHIEF FINANCIAL OFFICER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIC/DHNT Insurance t/a Dominick Huckabee P O Box 52239 Durham, NC 27717 Varonda Reynolds	CONTACT NAME: Varonda Reynolds PHONE (A/C, No, Ext): 919-286-7473 FAX (A/C, No): 919-286-5170 E-MAIL ADDRESS: varonda@dhntinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Pennsylvania National	
INSURER B : The Hartford	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Durham Public Schools Foundation 411 W Chapel Hill St., Ste C2 Durham, NC 27701	NAIC # 14990 29424
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	GL90758783	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	22WBCAH1RGB	07/30/2020	07/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location- 411 W. Chapel Hill St., Suite C2, Durham, NC 27705

CERTIFICATE HOLDER**CANCELLATION**

Durham County Government 512 South Dillard St Durham, NC 27701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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North Carolina
Durham County

CERTIFICATION

I, Monica W. Toomer, the duly appointed and qualified Clerk of the Durham County Board of County Commissioners, do hereby certify that the foregoing is a true and correct copy of:

Board of County Commissioners approved a contract with the Durham Public Schools Foundation for Support of Community-Based Hope Learning Centers and approved Budget Amendment Ordinance No. 21BCC000036 transferring \$405,000 across functional areas to fund this contract.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of Durham County, this 12th day of October 2020.





MONICA W. TOOMER
Clerk to the Board of County Commissioners

for any local government applying for federal mitigation grant funds to include Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure Communities (BRIC), and Flood Mitigation Assistance (FMA).

Alignment with Strategic Plan: This regional planning process and plan supports Goal 3: Safe Community.

Resource Persons: Leslie O'Connor, Chief Emergency Manager

County Manager's Recommendation: The County Manager recommends the Board review the 2020 Eno-Haw Regional Hazard Mitigation Plan, receive a presentation on the plan, and approve a resolution to adopt the Eno-Haw Regional Hazard Mitigation Plan as Durham County's plan during the October 12, 2020 Board meeting.

Attachments: [EnoHaw HMP AAF Supplemental Document - Non-contract](#)
[EnoHaw HMP Revised Review Draft](#)
[2020 Durham County Resolution](#)

20-0542

Budget Amendment Ordinance No. 21BCC000036 Transferring \$405,000 Across Functional Areas and Approving a Contract with the Durham Public Schools Foundation for Support of Community-Based Hope Learning Centers (20min)

Agenda Text:

The Board is requested to review and approve a contract with the Durham Public Schools Foundation for Support of Community-Based Hope Learning Centers and approve Budget Amendment Ordinance No. 21BCC000036 transferring \$405,000 across functional areas to fund this contract.

With the rapid spread of the COVID pandemic, Durham Public Schools had to quickly pivot to deliver remote digital instruction to all 33,000 DPS students. This was and is an enormous undertaking. There are several critical pieces that must be in place to ensure digital equity for all students: (1) devices and internet access, (2) tech support, (3) well trained and supported teachers, and (4) a physical environment conducive to learning. If students are missing any one of these components, they won't be able to access learning this fall and the consequences on their lives and our broader community will be felt for decades.

Durham Public Schools initially offered six sites for a mix of paying and free students, with only those who meet the McKinney-Vento definition of homelessness and those qualifying for free and reduced lunch getting free seats. In the first several weeks the DPS sites were open, enrollment only reached about 25% of capacity. Last week the Board of Education opted to reduce the number of DPS remote learning centers to three, though if demand grows beyond the 450 seats at these remaining sites, the other sites may be re-opened.

The HOPE Learning Centers that the Commissioners committed to funding are a community response to ensuring that the most vulnerable K-12 students have safe, welcoming and supportive space to access their online learning. These learning centers respond to a need seen across the state and country to provide a supervised, supportive environment for students who do not have access to a space conducive to remote learning during the day. These centers will not only provide an environment and adult support to access their online learning but will also provide support for meeting our most vulnerable students' social-emotional and nutrition needs.

The Hope Learning Centers are free for all qualifying students and are prioritizing placement for students experiencing homelessness or transitional housing, those who qualify for free or reduced lunch, those whose parents who work in essential jobs and aren't able to have childcare at home during the day (food industry, custodial staff, healthcare), those with parents who have become unemployed due to COVID, those who are part of the foster care system, and those who live in Durham Housing Authority Housing.

The Durham Public Schools Foundation is acting as the fiscal agent and organizing agency for Hope Learning Center classrooms located at the YMCA, Student U, Kate's Korner. Maximum current capacity is 338 students and enrollment after 3 weeks is a little over 50% of that number. Additional capacity is available if enrollment demand exceeds capacity. Durham County will reimburse the DPS Foundation for a small amount of administrative cost and then, through the foundation, reimburse each of the host sites at a rate of \$200 per student per week. The County will only pay for students served.

The funding source for this contract and the \$405,000 is the funds that were set aside as part of the FY 2020-21 Budget Process to be used for COVID related expenses. They are being moved from the General Government functional area to the Education functional area to most accurately capture education related expenses.

Alignment with Strategic Plan: The Hope Learning Centers provide a supportive environment that is strongly aligned with Goal 1 of the Durham County Strategic Plan (Community and Family Enrichment), but also ties to community health (Goal 2) and community safety (Goal 3).

Resource Persons: Drew Cummings, Chief of Staff; Jodi Miller, General Manager; Claudia Hager, General Manager; Magan Gonzales-Smith, Executive Director (Durham Public Schools Foundation); Alexandra Zagbayou, Executive Director (Student U); Willie Darby, Senior Asst. County Attorney

County Manager's Recommendation: The County Manager recommends review and approve a contract with the Durham Public Schools Foundation for Support of Community-Based Hope Learning Centers and approve Budget Amendment Ordinance No. 21BCC000036 transferring \$405,000 across functional areas to fund

this contract.

Attachments: [CONTRACT FOR HOPE LEARNING CENTERS 9-25](#)
[HOPE Learning Centers - Scope of Work 9-24](#)
[County Memo](#)
[HOPE Centers Proposal Durham County Durham City](#)
[Hope Learning Centers Community Resource Guide](#)
[Letter to Commissioners DPS Foundation](#)
[AAF-36 Legal Form](#)
[FY 2020-21 Non-Departmental set aside 4.5M summary](#)

20-0543 **Capital Project Amendment No. 21CPA000012- Moving \$63,561.06 of 2016 General Obligation Bond Funds from Completed Projects to an Existing Project, and Moving \$443,413.76 of 2016 General Obligation Bond Funds from Completed Projects and Creating a New Project, and Returning \$124,605.46 of Unused Lottery Funds from a Completed Project to the State for Future Durham Public Schools Use**

Agenda Text: On September 5 and October 8, 2020, the Durham Public Schools (DPS) Board of Education approved adjustments to multiple 2016 Bond funded Capital Projects. Pursuant to the Interlocal Agreement with DPS, as amended, the Durham County Board of County Commissioners is requested to:

- Recognize six projects as being completed and moving \$506,974.82 of remaining funds to an existing (\$63,561.06) and new project (\$443,413.76)
- Create a new Capital Project for Jordan High School Replacement (59105400SH290) using \$443,413.76 in remaining funds from completed projects. DPS is currently planning to replace Jordan High School with construction targeted to begin in School Year 2026. Due to the extensive planning and design work needed due to the current sight they have as part of their CIP advance work beginning in School Year 2021.
- Increase Project for Construction Services (59105400SH273) by \$63,561.06 using remaining funds from completed projects
- Return \$124,650.46 of unused Lottery Funds from one completed project to the North Carolina Department of Public Instruction for use on future DPS projects.

These completed projects are not officially closed yet in the County's asset management system. Any project that has had activity during the fiscal year cannot be closed in the asset management system until the next fiscal year. The County will bring another amendment to BOCC in the future to officially close these projects in the County's asset management system.

The table below indicates project that are complete (negative values) and those making needing additional funds to complete.

2016 General Obligation Bond Project Amendments

CONTRACT FOR HOPE LEARNING CENTERS

This contract is dated, made, and entered into as of the 29th day of September 2020, by the County of Durham (“County”), a N. C. municipal corporation, and the Durham Public Schools Foundation (“Contractor”).

Sec. 1. Background and Purpose. HOPE Learning Centers - Harnessing Our Partnerships for Education - is a community response to ensuring all K-12 students have safe, welcoming and supportive space to access their online learning. These learning centers respond to a need seen across the state and country to provide a supervised, supportive environment for students who do not have access to a space conducive to remote learning during the day. These centers will not only provide an environment and adult support to access their online learning but will also provide support for meeting our most vulnerable students’ social-emotional and nutrition needs.

Durham Public Schools, Durham City, Durham County and the broader Durham community are making significant investments in making DPS a 1:1 district (one device for every student) and putting in place the infrastructure to support strong digital instruction and remote learning. The community’s investment in HOPE Learning Centers is an investment in ensuring the full ecosystem necessary for equitable access to digital remote learning is in place for all students, including our most vulnerable students.

The HOPE Learning Centers model has been developed through a partnership of Durham Public Schools, Student U, YMCA, Durham Children’s Initiative, Made in Durham, Emily K, and Boys and Girls Club. The current partners that have committed to run one or more learning site as part of this collaborative are Durham Public Schools, Student U, YMCA and Kate’s Corner. These partners will provide:

- Safe and supportive space to complete DPS online learning.
- Two meals a day and snacks throughout the day to sustain learning.
- Activities and experiences which increase the social and emotional capacity of our young people during this challenging time.
- Recreation/physical activity

HOPE Learning Centers aims to provide free access to as many DPS students with the greatest need for this resource as possible. Based on available funding and space, partners will prioritize providing free access to vulnerable students.

Sec. 2. Services and Scope to be Performed. The contractor will perform the Services as defined hereunder, subject to the terms and conditions of this Agreement. All work completed by the Contractor under the Agreement shall be subject to review and approval by the County. The contractor will provide the following service(s):

The Contractor is serving as the fiscal sponsor for HOPE Learning Centers. In this role, the contractor will administer project funds to HOPE Learning Center partners and manage reporting. Community partners who formally join the collaborative will agree to:

- Prioritize serving children and families in our community who could not otherwise access care during this time.
- Follow all DHHS rules for safely operating childcare centers in NC.
- Provide an experience that focuses on: creating a safe and supportive space to complete DPS online learning, providing two meals a day and snacks throughout the day to sustain learning and implementing activities and experiences which increase the social and emotional capacity of our young people during this challenging time.
- Participate in training on 1) child abuse prevention 2) providing trauma informed care 3) understanding DPS curriculum and expectations for online learning 4) Administering first aid and CPR trained
- Create accessible enrollment processes for the families to access and work closely with DPS, DHA, DSS and other partners to identify vulnerable students.
- Support the public campaign for Learning Centers throughout the community.
- Share resources and learnings with each other to better serve all our children.

Partners will prioritize free seats for our most vulnerable children who will suffer devastating consequences from loss of learning and lack of social-emotional support if they do not have a safe, nurturing space to access their online learning. Partners are currently working with DHA, Durham County Social Services, and DPS school social workers to identify students with the greatest need. Durham HOPE Centers will prioritize providing free access to children who:

- Are experiencing homelessness or transitional housing
- Qualify for free or reduced lunch
- Have parents who work in essential jobs and aren't able to have childcare at home during the day (food industry, custodial staff, healthcare)
- Have parents who have become unemployed due to COVID
- Are part of the foster care system
- Live in Public Housing

HOPE Learning Centers will be located at DPS schools as well as in community sites across Durham County. We are currently seeking additional community spaces that meet our space requirements for ensuring safety. All learning centers connecting to this initiative will operate within all DHHS guidelines. This includes but is not limited to:

- Students will be assigned to learning pods with no more than 12 children.
- Students will be screened daily upon entering the building.
- All learning centers will require universal masking and keep children 6 feet apart.

The contractor will:

- Submit a COI from all participating partners to Durham City and Durham County that meets insurance requirements;
- Hold and administer funds dedicated to HOPE Learning Centers to the participating partners;
- Collect reporting from partners and submit reporting to Durham City and Durham County.

The contractor will collect and submit the following reporting from HOPE Learning Center partners:

- By October 30, 2020:
 - a. Enrollment report showing the number of students enrolled per site per week, number of students who live in DHA, number of students who qualify for FRL, number of students who were referred by a DSS or school social workers.
 - b. Overview from partners on efforts to recruit students and identify the most vulnerable students for enrollment.
 - c. Update on the assessment of demand and need from partners based on early recruitment.
 - d. Update on ongoing work with Durham Public Schools to coordinate resources and enrollment between the DPS remote learning sites and the community-based sites.
- By November 30, 2020:
 - a) Enrollment report showing the number of students enrolled per site per week, number of students who live in DHA, number of students who qualify for FRL, number of students who were referred by a DSS or school social workers.
 - b) Narrative report from participating partners on what is going well, challenges that have arisen and strategies to address challenges.
 - c) Overview from partners on projected plans for 2021 based on current knowledge of school reopening plans.
 - d) Update on ongoing work with Durham Public Schools to coordinate resources and enrollment between the DPS remote learning sites and the community-based sites.
- By December 30, 2020:
 - a) Enrollment report showing the number of students enrolled per site per week, number of students who live in DHA, number of students who qualify for FRL, number of students who were referred by a DSS or school social workers.
 - b) Update on plans for 2021.
 - c) Update on ongoing work with Durham Public Schools to coordinate resources and enrollment between the DPS remote learning sites and the community-based sites.
- By January 30th, 2021
 - a) Enrollment report showing the number of students enrolled, number of students who live in DHA, number of students who qualify for FRL, number of students who were referred by a DSS or school social workers.
 - b) Update on plans for 2021.
 - d) Update on ongoing work with Durham Public Schools to coordinate resources and enrollment between the DPS remote learning sites and the community-based sites.

Sec. 3. Term. This contract shall be effective September 8, 2020 – January 15th, 2021. This contract may be renewed at the expiration of the initial term at the request of the County. The contract may be renewed by mutual agreement in additional 30 day increments. Any renewal shall be based on the same terms and conditions as the initial term with the exception of rates / additional funding, which shall be negotiated.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the County, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Contractor's Billings to County. Compensation. The County shall pay the Contractor for the Work as follows: Upon signing this contract, contractor will invoice the County \$202,500 as an advance payment against services to be billed during the contract period. In addition to the funds for administration (\$7,436), the Contractor shall be compensated at a rate of \$200/student/week at any of the approved community centers.

The contractor may submit up to one additional invoice per month for additional funds, detailing past and forecasted numbers of students served at the various sites to justify the additional payment. The invoices shall be in a form approved by City, and County may request supporting documentation providing proof of performance of services, and/or any other supporting documentation deemed necessary by County.

Any County funds which have been received by the Contractor which have not been justified at the per student / per week rate shall be returned to the County within 30 calendar days.

The County shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section. The County will pay the Contractor for services provided based on the Scope of Work outlined in Exhibit A. The total dollar amount to be paid under this contract by the County to the Contractor shall not exceed \$405,000.

Sec. 6. Insurance. Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverages and limits:

- Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies.
- Certificate of Insurance – Contractor agrees to provide County of Durham a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the County within

five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

County of Durham, North Carolina
Attention: Janelle Owens, Risk Manager
201 East Main Street
Durham, NC 27701

- All insurance companies must be authorized to do business in North Carolina with a Best rating A-VIII or higher.

The requirements listed above, as well as County's review or acceptance of insurance maintained by Contractor, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Sec. 7. Performance of Work by County. If the Contractor fails to perform the Work in accordance with the schedule required by this contract, the County may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the County's rights and remedies. Before doing so, the County shall give the Contractor 30 days' notice of its intention. The Contractor shall reimburse the County for additional costs incurred by the County in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 8. Exhibits. Exhibit A – Scope of Work.

Sec. 9. Notice.

(a) In General. This subsection (a) pertains to all notices related to or asserting default, breach of contract, claim for damages, suspension or termination of performance, suspension or termination of contract, and extension or renewal of the term. All such notices must be in writing and made by personal delivery, UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or certified United States mail, return receipt requested; in addition, subsection (b) must also be complied with.

(b) Additional Notice by Fax or Email. In addition to complying with subsection (a), the party giving notice or other communication shall also send it by fax or email if the other party has provided a valid, working fax number or email address.

(c) When Notice Period Is Less than 9 Days. If a required notice period is less than 9 days, the party shall also make reasonable attempts, before or promptly after giving written notice under subsections (a) and (b), to use a telephone to orally communicate the substance of the contents of the written notice. Communicating the substance of the contents by an in-person conversation will satisfy the preceding sentence.

(d) Change of Address; Discovery of Invalid Fax Number or Email Address. A change of address, fax number, email address, telephone number, or person to receive notice may be made by either party by notice given to the other party. At any time that a party discovers that the other party has provided it a fax number or email address that is not valid, the discovering

party shall provide notice of the discovery to the other party, so that it can substitute a valid fax number or email address.

(e) Date Notice Deemed Given. If a notice is sent by United States mail, it is deemed complete upon actual delivery or on the third day following the day on which it is deposited with the United States Postal Service, whichever occurs first. Notice is deemed given when both subsection (a) and subsection (b) have been complied with.

(f) When Undeliverable Notice Is Deemed Sent. If a notice is undeliverable because the address or other information provided to the sender by the other party is incorrect, incomplete, or out of date, the notice will be deemed sent on the date that the sender attempts to deliver by fax or email, or the date it places the notice in the custody of UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or the U. S. Postal Service for certified United States mail, return receipt requested. If a fax is not received because the recipient's fax number is busy on three attempts to fax that are at least ten minutes apart during a 4-hour period, the fax will be deemed undeliverable.

(g) Addresses. Subject to change pursuant to subsection (d), the addresses for these notices, are:

To the County:

Wendell M. Davis, County Manager
Durham County Government
200 East Main Street
Durham, North Carolina 27701
Email: wdavis@dconc.gov

To the Contractor:

Magan Gonzales-Smith, Executive Director
Durham Public Schools Foundation
411 W. Chapel Hill St., Suite C2
Durham, NC 27701
Email: magan@bullCountyschools.org

Sec. 10. Indemnification.

To the fullest extent permitted by laws and regulations, Contractor shall indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from Contractor's performance of this Contract or the actions of the Contractor or its officials, employees, or subcontractors under this Contract or under contracts entered into by the Contractor in connection with this Contract. This indemnification shall survive the termination of this Contract.

In claims against any person or entity indemnified under this provision by an employee of the Contractor, a subcontractor, an employee of a subcontractor, or an agent of the Contractor or a subcontractor, the indemnification obligation under this provision shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit

acts or other employee benefit acts.

Sec. 11. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the County during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word "candidate" in the RFP section just cited shall mean the "Contractor."

Sec. 12. Termination for Convenience ("TFC"). (a) *Procedure*. Without limiting any party's right to terminate for breach, the parties agree that the County may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the County all Work, including partly completed Work. In case of TFC, the Contractor shall follow the County's instructions as to which subcontracts to terminate. (c) *Payment*. The County shall pay the Contractor an equitable amount for the costs and charges that accrue because of the County's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the County shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the County shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 13. State Law Provisions.

E-Verify Requirements. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the County is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

Sec. 14. Miscellaneous.

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham

County. Such actions shall neither be commenced in nor removed to federal court. This subsection (i) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the County's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The County Manager may consent to an assignment without action by the Board of County Commissioners. Unless the County otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the County's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the County's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of County Policy. The County opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

(h) EBOP. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham County Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the County Manager determines that the Contractor has failed to comply with the provisions of the Contract, the County Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no

deficiencies.” It is stipulated and agreed that those two quoted sentences apply only to the Contractor’s alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor’s alleged violations of other obligations.

(i) No Third-Party Rights Created. This contract is intended for the benefit of the County and the Contractor and not any other person.

(j) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words “include,” “including,” etc. mean include, including, etc. without limitation. (2) References to a “Section” or “section” shall mean a section of this contract. (3) “Contract” and “Agreement,” whether or not capitalized, refer to this instrument. (4) “Duties” includes obligations. (5) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word “shall” is mandatory. (7) The word “day” means calendar day. (8) The word “Work” is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(k) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the County unless it is signed by the County Manager, a deputy or assistant County Manager, or, in limited circumstances, a County department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) County’s Manager’s Authority. To the extent, if any, the County has the power to suspend or terminate this contract or the Contractor’s services under this contract, that power may be exercised by County Manager or a deputy or assistant County Manager without County Council action.

IN WITNESS WHEREOF, the County and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST:

COUNTY OF DURHAM

DocuSigned by:

Monica Toomer

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Monica Toomer
Clerk to the Board

DocuSigned by:

By: Wendell M Davis

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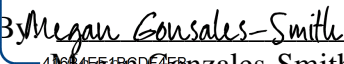
Wendell M. Davis, County Manager

ATTEST:


DURHAM PUBLIC SCHOOLS FOUNDATION

DocuSigned by:

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Brianna Kennedy, DPS Foundation

DocuSigned by:

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Megan Gonzales-Smith, Executive Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:

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Susan Tezai
Durham County Chief Financial Officer

HOPE Learning Centers Scope of Work

Project Summary

Supporting our school district to quickly pivot to deliver remote digital instruction to all 33,000 DPS students is an enormous undertaking. There are several critical pieces that must be in place to ensure digital equity for all students: (1) devices and internet access, (2) tech support, (3) well trained and supported teachers, and (4) a physical environment conducive to learning. If students are missing any one of these components, they won't be able to access learning this fall and the consequences on their lives and our broader community will be felt for decades.

HOPE Learning Centers - *Harnessing Our Partnerships for Education* - is a community response to ensuring all K-12 students have safe, welcoming and supportive space to access their online learning. These learning centers respond to a need seen across the state and country to provide a supervised, supportive environment for students who do not have access to a space conducive to remote learning during the day. These centers will not only provide an environment and adult support to access their online learning but will also provide support for meeting our most vulnerable students' social-emotional and nutrition needs.

Durham Public Schools, Durham County, Durham City and the broader Durham community are making huge investments in making DPS a 1:1 district (one device for every student) and putting in place the infrastructure to support strong digital instruction and remote learning. The community's investment in HOPE Learning Centers is an investment in ensuring the full ecosystem necessary for equitable access to digital remote learning is in place for all students, including our most vulnerable students.

This initiative aligns with Durham's County's Target Area **Community Enrichment**: *Provide resources and opportunities that increase family success and prosperity; children and youth are provided learning and enrichment opportunities that support educational achievement.*

Project Partners

DPS Foundation is serving as the fiscal sponsor for HOPE Learning Centers. In this role, DPS Foundation will administer project funds to HOPE Learning Center partners and manage reporting. The DPS Foundation will also lead fundraising to bring in philanthropic support for HOPE Learning Centers as part of the Accelerating Digital Equity campaign.

The HOPE Learning Centers model has been developed through a partnership of Durham Public Schools, Student U, YMCA, Durham Children's Initiative, Made in Durham, Emily K, and Boys and Girls Club.

The current partners that have committed to run one or more learning site as part of this collaborative are Durham Public Schools, Student U, YMCA and Kate's Corner. Other partners may join the collaborative if they agree to the following guidelines that govern the work of members of the HOPE Learning Center Collaborative. Community partner who formally join the collaborative agree to:

1. Prioritize serving children and families in our community who could not otherwise access care during this time.
2. Follow all DHHS rules for safely operating childcare centers in NC.
3. Provide an experience that focuses on: creating a safe and supportive space to complete DPS online learning, providing two meals a day and snacks throughout the day to sustain learning and implementing activities and experiences which increase the social and emotional capacity of our young people during this challenging time.
4. Participate in training on 1) child abuse prevention 2) providing trauma informed care 3) understanding DPS curriculum and expectations for online learning 4) Administering first aid and CPR trained
5. Create accessible enrollment processes for the families to access and work closely with DPS, DHA, DSS and other partners to identify vulnerable students.
6. Support the public campaign for Learning Centers throughout the community.
7. Share resources and learnings with each other to better serve all our children.

Hope Learning Center Partners agree to adhere to the collaboration agreement mentioned ahead in service of building consistency across the community and provide resources to partners interested in supporting children as a HOPE Learning Center. Our primary focus is to ensure that every family who needs this service and could not otherwise afford to provide it for their children, is served. By delivering these centers as part of the larger HOPE Learning Centers partnership, organizations will build consistency across the community and provide resources to partners interested in supporting children as a HOPE Learning Center.

Project Goals

Durham HOPE Learning Centers will provide:

1. Safe and supportive space to complete DPS online learning.
2. Two meals a day and snacks throughout the day to sustain learning.
3. Activities and experiences which increase the social and emotional capacity of our young people during this challenging time.
4. Recreation/physical activity

Learning Centers do not provide academic instruction. Rather, they provide a safe, supportive environment where students can access their DPS learning.

HOPE Learning Centers aims to provide free access to as many DPS students with the greatest need for this resource as possible. Based on available funding and space, partners will prioritize providing free access to vulnerable students.

Enrollment and Access

Partners estimate that at least 3,000 DPS students need free access to learning centers. This estimate is based on several pieces of data including the number of DPS students who qualify for free-reduced price lunch, regularly accessed free meal sites during school closures, and live in DHA sites. Our goal is to provide free access to as many families as need this option.

Partners will prioritize free seats for our most vulnerable children who will suffer devastating consequences from loss of learning and lack of social-emotional support if they do not have a safe, nurturing space to access their online learning. Partners are currently working with DHA, Durham County Social Services, and DPS school social workers to identify students with the greatest need.

Durham HOPE Centers will prioritize providing free access to children who:

1. Are experiencing homelessness or transitional housing
2. Qualify for free or reduced lunch
3. Have parents who work in essential jobs and aren't able to have childcare at home during the day (food industry, custodial staff, healthcare)
4. Have parents who have become unemployed due to COVID
5. Are part of the foster care system
6. Live in Public Housing

The current goal is to begin some HOPE Centers on September 8th and add more sites as space and funding permits.

Learning Center Implementation

HOPE Learning Centers will be located at 6 DPS schools as well as in community sites across Durham County. We are currently seeking additional community spaces that meet our space requirements for ensuring safety.

All learning centers connecting to this initiative will operate within all DHHS guidelines. This includes but is not limited to:

- Students will be assigned to learning pods with no more than 12 children.
- Students will be screened daily upon entering the building.
- All learning centers will require universal masking and keep children 6 feet apart.

Each partner implements their own staffing process so staffing models vary. All partners pay staff a living wage and require background checks for all staff.

Centers will have their own approaches for engaging with teachers but will make efforts to reach out to teachers and inform them that students are in our learning center.

Supporting students with IEPs, special needs and ELLs will be evaluated on a case by case basis. Learning Center partners recognize that these students require a higher level of care, and as such, will work closely with DPS to determine the right approach and supports for each of these children.

Partners will send COVID-reporting directly to the county health department.

Based on DPS's current schedule, there is an opportunity for other partners to support, especially on Wednesday and Fridays when DPS has a more flexible schedule. Involving other partners can be challenging due to COVID guidelines but Learning Centers will seek additional partnerships as it is feasible and will help meet the initiative's goals.

Reporting and Evaluation

DPS Foundation will:

- Submit a COI from all participating partners to Durham County and Durham City that meets insurance requirements;
- Hold and administer funds dedicated to HOPE Learning Centers to the participating partners;
- Collect reporting from partners and submit reporting to Durham County and Durham City.

DPS Foundation will collect and submit the following reporting from HOPE Learning Center partners:

- **September 30, 2020:**
 - Enrollment report showing the number of students enrolled per site per week, number of students who live in DHA, number of students who qualify for FRL, number of students who were referred by a DSS or school social workers.
 - Attendance report showing the rate of attendance at each site.
 - Overview from partners on efforts to recruit students and identify the most vulnerable students for enrollment.
 - Update on the assessment of demand and need from partners based on early recruitment.
- **November 20, 2020:**
 - Enrollment report showing the number of students enrolled per site per week, number of students who live in DHA, number of students who qualify for FRL, number of students who were referred by a DSS or school social workers.
 - Attendance report showing the rate of attendance at each site.
 - Narrative report from participating partners on what is going well, challenges that have arisen and strategies to address challenges.

- Overview from partners on projected plans for 2021 based on current knowledge of school reopening plans.
- **December 18, 2020:**
 - Enrollment report showing the number of students enrolled per site per week, number of students who live in DHA, number of students who qualify for FRL, number of students who were referred by a DSS or school social workers.
 - Attendance report showing the rate of attendance at each site.
 - Update on plans for 2021.

Learning Center partners will continue to work with community partners in our collective effort to determine the remaining unmet need for learning centers. DPS is well positioned to assess the full need of learning centers for students. Family surveys that DPS is conducting may help assess this as can information being collected by other entities.

Project Budget

Through DPS Foundation's Accelerating Digital Equity campaign the HOPE Learning Center partners are pursuing additional funding to both expand the number of students served and the length of time we can commit to students having access. Goals for increasing free seats and/or extending the length of time learning centers will operate will respond to DPS's evolving plans for school reopening.

Revenue

Source	Amount	Percentage	Current Status
Durham County	\$ 405,600	30%	Secured
Durham City	\$ 338,000	25%	Secured
Durham Public Schools Foundation - <i>committed as of 9/3/20</i>			Secured
	\$ 300,000	22%	
Durham Public Schools Foundation - <i>active fundraising is ongoing, actual amount TBD</i>			Expected - based on fundraising
	\$ 300,000	22%	
TOTAL	\$ 1,343,600	100%	

Note: DPS is also providing support through the DPS Learning Centers which include free and subsidized seats

Expenses

Budget Items	Total Cost
150 students w/ free access to YMCA site for 11 weeks	\$ 330,000
108 students w/ free access to Student U site for 11 weeks	\$ 237,600
80 students w/ free access to Kate's Corner site for 11 weeks	\$ 176,000
Subsidizing additional free seats and/or extend length of time beyond the currently funded 11 weeks for existing seats at YMCA, Student U, Kate's Corner, DPS and/or new partner administered sites (using funds from DPS Foundation) *	\$ 585,128 *
DPS Foundation administration	\$ 14,872 (split by City and County)
TOTAL	\$ 1,343,600
<i>*Subject to variability based on fundraising total</i>	

Fund Disbursement Schedule

Durham County will disburse funds to DPS Foundation on these dates:

- \$202,500 disbursed on September 28, 2020
- \$202,500 disbursed on November 2, 2020