

# Consulting Agreement

**Prepared for:**

The Children's Trust of Alachua County

**Created by:**

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Level Up Impact Group, LLC

# Consulting Agreement

This Consulting Agreement (the "Agreement" or "Consulting Agreement") states the terms and conditions that govern the contractual agreement between Level Up Impact Group, LLC (the "Consultant"), and The Children's Trust of Alachua County (the "Client") who agrees to be bound by this Agreement. **WHEREAS**, the Consultant offers consulting services which are ; and **WHEREAS**, the Client desires to retain the services of the Consultant to render consulting services with regard to scope of consulting services according to the terms and conditions herein. **NOW, THEREFORE**, In consideration of the mutual covenants and promises made by the parties hereto, the Consultant and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

## 1. Term

This Agreement shall begin on \_\_\_\_\_ and will continue through September 30, 2021. Either Party may terminate this Agreement for any reason with 10 days written notice to the other Party.

## 2. Consulting Services

The Consultant agrees that it shall provide its expertise to the Client for all things pertaining to the scope of consulting services (the "Consulting Services"). The scope of services shall include:

### A) Summer Programming Application

*In collaboration with CTAC staff - develop program goals, guidelines, release schedule, eligibility criteria and online application for summer funding.*

*Deliverable(s): Program guidelines, online application, and support materials for application*

*Estimated Hours: 50*

*Estimated date of completion: February 15<sup>th</sup>, 2021*

### B) Summer Programming Review and Award Process

*In collaboration with CTAC staff, develop application review guidelines and award criteria for efficient awarding of summer funding in 2021*

*Deliverable(s): Reviewer guidelines, grant award agreements within program guidelines*

*Estimated Hours: 20*

*Estimated date of completion: February 22<sup>nd</sup>, 2021*

### C) Summer Programming Evaluation Design and Data Collection

*In collaboration with CTAC staff, develop evaluation, data collection timeline and data collection tools for capturing data for summer camp voucher initiative including demographics, program attendance and, parent satisfaction*

*Deliverable(s): Evaluation design and online data collection tools*

*Estimated Hours: 25*

*Estimated date of completion: March 1<sup>st</sup>, 2021*

### D) Summer Programming Data Collection Training

*Develop and host online training for summer grantees to capturing data for the initiative. evaluation and collection tools for capturing data for summer initiative.*

*Deliverable(s): One online training and materials with recording*

*Estimated Hours: 30*

*Estimated date of completion: May 2021*

### E) Summer Programming Analysis and Program Evaluation

*Evaluation and analysis of summer program*

*Estimated Hours: 40*

*Deliverable(s): Final report on summer camp impact*

*Estimated date of completion: September 2021*

## 3. Compensation

3.1. In consideration for the Consulting Services, the Client shall pay the Consultant at the rate of \$125 per hour for up to 165 hours, not to exceed \$20,625. The Consultant shall invoice the Client once every 30 days.

3.2 All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

invoice@childrenstrustofalachuacounty.us or

Kristy Goldwire, Children's Trust of Alachua County P.O.Box 5669 Gainesville, FL 32627

## 4. Intellectual Property Rights in Work Product

The Parties acknowledge and agree that the Client will hold all intellectual property rights in any work product resulting from the Consulting Services including, but not limited to, copyright and trademark rights. The Consultant agrees not to claim any such ownership in such work product's intellectual property at any time prior to or after the completion and delivery of such work product to the Client.

## 5. Confidentiality

### 5.1 General Provisions:

5.1.1 Any document submitted to the Client may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

5.1.2 In accordance with §119.0701, Florida Statutes, the Consultant, when acting on behalf of the Client, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Consultant shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

5.1.3 Consultant shall 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 this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Client.

### 5.2 Confidential Information

5.2.1 During the term of this Agreement, the Consultant may claim that some or all of Consultant's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Consultant in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Consultant shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the Client shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Consultant as "Confidential Information" or "CI."

5.2.2 The Client shall promptly notify the Consultant in writing of any request received by the Client for disclosure of Consultant's Confidential Information and the Consultant may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Consultant shall protect, defend, indemnify, and hold the Client, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Consultant shall investigate, handle, respond to, and defend, using counsel chosen by the Client, at Consultant's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Consultant shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Consultant releases Client from claims or damages related to disclosure by Client.

**5.3 Project Completion:** Upon completion of the Work, or in the event this Agreement is terminated, the Consultant, when acting on behalf of the Client as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the Client all public records in possession of the Consultant or keep and maintain public records required by the Client to perform the service. If the Consultant transfers all public records to the Client upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the Client, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the Client.

**5.4 Compliance:** The Consultant may be subject to penalties under §119.10, Florida Statutes, if the Consultant fails to provide the public records to the Client within a reasonable time.

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CLIENT REPRESENTATIVE AT E-MAIL [publicrecordsrequest@childrenstrustofalachuacounty.us](mailto:publicrecordsrequest@childrenstrustofalachuacounty.us) PHONE (352) 374-1830 Address P.O. Box 5669, Gainesville, FL 32627**

## 6. Indemnification

Without waiving the provisions of Section 768.28, Florida Statutes and subject to the limits therein, the Client agrees to indemnify, defend, and protect the Consultant from and against all lawsuits and costs of every kind pertaining to the Client's business arising out work performed on behalf of Client due to any act or failure to act by the Client based upon the Consulting Services but only to the extent that said act arises out of the sole negligence of the Client. This shall not constitute a waiver of sovereign immunity except as set forth herein.

## 7. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

**IN WITNESS WHEREOF**, by execution by the parties below, this Service-Level Agreement will form a part of the Contract.

Level Up Impact Group, LLC

Anna Dilernia



\_\_\_\_\_  
Date: January 26, 2021

Children's Trust of Alachua County

Colin Murphy

\_\_\_\_\_  
Date: \_\_\_\_\_