# CONTRACT FOR SERVICES BETWEEN THE CHILDREN'S TRUST OF ALACHUA COUNTY AND SEEK HIGHER GROUND, LLC

THIS CONTRACT made and entered into this	day of	, A.D., 20	_ by and
between the Children's Trust of Alachua County, an independent	t taxing district in	n Alachua County, h	ereinafter
referred to as the "CTAC", and "Seek Higher Ground, LLC",	a limited liability	y corporation organiz	zed under
the laws of the State of Florida hereinafter called the "Contrac	ctor". Collective	ly hereinafter CTAC	and the
Contractor are referred to as the "Parties".			

#### WITNESSETH:

**WHEREAS** the CTAC is authorized under § 125.901, Fla. Stat., and § 26.01, Fla. Stat., *et. seq.* Alachua County Code of Ordinances, for the purpose of providing children's services throughout Alachua County; and,

**WHEREAS**, the CTAC funds and supports a coordinated system of community services that allows all youth and their families to thrive.

**WHEREAS**, the CTAC has initiated a listening project that will be used by CTAC to identify and characterize ways to support all of Alachua County's children and to determine how CTAC resources can be invested wisely to achieve collective community impact.

**WHEREAS**, the CTAC is working to ensure that various stakeholders have meaningful input into CTAC's strategic planning.

**WHEREAS**, CTAC is desirous of entering into an Agreement with SEEK HIGHER GROUND, LLC to support the development of the Trust's strategic plan;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

#### Term:

This agreement shall commence on November 1, 2022 and continue through and including June 30, 2023 unless earlier terminated, as provided herein. CTAC performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Children's Trust of Alachua County. The parties hereto understand that this Agreement is not a commitment of future appropriations.

## **Responsibilities**

#### Contractor

1. Review relevant documents provided by CTAC that provide information needed for development of the strategic plan.

- 2. Plan and facilitate steering committee strategic planning meetings beginning in November, according to **Attachment A Deliverables**.
- 3. Plan and facilitate staff strategic planning meetings beginning in November, according to **Attachment A Deliverables**.
- 4. Plan and facilitate 2 board strategic planning retreats, according to **Attachment A Deliverables**.
- 5. Collect feedback on the draft plan and revise for final version
- 6. Develop the final strategic plan, including graphic design of the strategic plan.
- 7. Present the strategic plan to board and staff.

# **CTAC**

- 1. Identify location and attendees for all meetings and planning sessions.
- 2. Communication with participants.
- 3. Expenses associated with strategic planning meetings, retreats, and presentations: supplies, food, consultant travel, etc.
- 4. Provision of necessary information and documents for development of the strategic plan.
- 5. Provide guidance and input on materials for meetings and planning sessions (PowerPoint content, handouts, etc.).
- 6. Timely review of planning materials and documents.

# Fee:

A maximum of TWENTY THOUSAND DOLLARS (\$20,000) for the services above and in accordance to **Attachment A – Deliverables**.

# **Travel Expenses:**

Travel expenses will be paid in accordance with section 112.061, Fla. Stat. and CTAC's travel policy for one staff person.

For the purposes of this agreement:

- 1. Seek Higher Ground, LLC is retained as an independent contractor. The Contractor has all required permits and licenses needed to perform the services of this contract. CTAC assumes no responsibility for state or federal taxes, benefits, or insurance.
- 2. The Contractor will maintain confidentiality surrounding the information CTAC provides except where disclosure of such information is necessary in the performance of the services covered under this contract.
- 3. Reports produced under this contract will be CTAC's exclusive property. The Contractor will not disseminate reports to anyone without CTAC's permission.
- 4. CTAC is responsible for all materials and expenses directly related to this contract. All expenses are subject to CTAC's prior approval.
- 5. CTAC is responsible for ensuring the accuracy of all products.
- 6. If time requirements or costs increase due to circumstances beyond the Contractor's control or delays or changes caused by CTAC, the Contractor will notify CTAC promptly regarding modifying this contract.
- 7. Expansion of the scope or extent of this contract may be made only through written mutual agreement of both parties.

- 8. Either CTAC or the Contractor can cancel this contract at any time with 15 business days written notification. In the event of cancellation, the Contractor will be entitled to compensation for all services performed and outside expenses incurred prior to the termination date.
- 9. Terms of Payment: All invoices will be submitted to <a href="mailto:invoice@childrenstrustofalachuacounty.us">invoice@childrenstrustofalachuacounty.us</a> and in accordance to **Attachment A Deliverables**.
- 10. This agreement is governed by the provisions of Chapter 119, Fla. Stat. otherwise known as the Florida Public Records Law. Should the Contractor have any documents or records which they believe are exempt, confidential or trade secrets under the Public Records Act, it will notify the CTAC of its position.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

E-MAIL: publicrecordrequests@childrenstrustofalachuacounty.us

PHONE: 352-374-1830

ADDRESS: P.O. Box 5669, Gainesville, FL 32627

Acceptance: The signatures below indicate acceptance of the details, terms and conditions in this agreement and provide approval to begin work as specified.

Nicole Martin-Bynum Founder

Seek Higher Ground, LLC

Marsha Kiner Executive Director

Children's Trust of Alachua County

# Attachment A Deliverables

DATE RANGE	DELIVERABLE	EVIDENCE	DUE DATE	Invoice
November 2022	Staff planning virtual session (2 hr) staff environmental scan results review.	Virtual Staff meeting held     Session notes and action items	(on or before) December 15, 2022	Payment of 20% \$4,000
December 2022	<ol> <li>Staff planning virtual session (2 hr) prep for steering committee workshop.</li> <li>Steering committee ½ day inperson workshop - review of staff environmental scan results, exploration of potential CTAC theories of change/frameworks, update on the Listening Project.</li> </ol>	1. Virtual Staff meeting held 2. ½ day steering committee meeting held 3. Session notes and action items	January 15, 2023	\$2,285
January 2023	1. Staff planning virtual session (2 hr) prep for steering committee session. 2. Steering committee virtual strategic planning session (2 hr) — continued discussion as needed (of staff environmental scan, CTAC theory of change, mission, vision, principles)	Virtual steering committee meeting held     Session notes and action items	February 15, 2023	\$2,285
February 2023	1. Listening Project preliminary results presented to steering committee 2. Staff planning virtual session (2 hr) prep for steering committee workshop 3. Steering committee ½ day inperson workshop – review of preliminary Community Listening results, SWOT exercise	1. Attendance of preliminary results meeting 2. Virtual staff meeting held 3. ½ day steering committee meeting held 4. Session notes and action items	March 15, 2023	\$2,285

March 2023	1. Staff planning virtual session (2 hr) prep for board workshop 2. Board ½ day in-person workshop - presentation of Listening Project results and staff environmental scan; discussion of potential CTAC theories of change/frameworks; SWOT exercise	1.Virtual staff meeting held 2. ½ day Board meet held 3. Session notes and action items	April 15, 2023	\$2,285
April 2023	1. Staff planning virtual session (2 hr) prep for steering committee workshop 2. Steering committee ½ day inperson workshop - identify funding priorities and allocations, key goals and strategies and performance metrics 3. Staff planning virtual session (2 hr) follow-up from steering committee workshop 4. Steering committee virtual strategic planning session (2 hr) – follow-up discussion from workshop	1. Virtual staff meeting held 2. ½ day steering committee meeting held 3. Virtual staff meeting held 4. Virtual steering committee meeting held Session notes and action items	May 15, 2023	\$2,285
May 2023	1. Steering committee virtual strategic planning session (2 hr) review of plan contents 2. Staff planning virtual session (2 hr) prep for steering committee session 3. Steering committee virtual strategic planning session (2 hr) review of plan contents 4. Board ½ day in-person workshop presentation and discussion of draft plan 5. Staff planning virtual session (2 hr) follow-up from board workshop	1. Virtual steering committee meetings held 2. Virtual staff meetings held 3. ½ day Board meeting held 4. Session notes and action items	June 15, 2023	\$2,285
June 2023	1. Final Board presentation for plan approval	<ol> <li>Final Board presentation</li> <li>Final Strategi Plan</li> <li>Session notes and action items</li> </ol>	June 30, 2023	\$2,290