

September 28, 2023

Marsha Kiner, MS, CAE  
Executive Director  
Children's Trust of Alachua County  
802 NW 5<sup>th</sup> Ave, Ste 100  
Gainesville, FL 32601-3828

Dear Marsha,

We are pleased to provide Children's Trust of Alachua County (hereinafter "Client" or "you") with the professional services described below. This letter and attachments confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. This engagement ("Engagement") between you and JMA HR Services LLC d/b/a James Moore HR Solutions (hereafter "James Moore HR Solutions," "JMHRs," "we," "us" or "our") will be governed by the terms of this letter.

### **Engagement**

James Moore HR Solutions agrees to provide human resources outsourcing and consulting services to Client, as set forth in Attachment A: Statement of Work, attached hereto and incorporated herein (collectively, the "Services") subject to the terms and conditions of this Engagement. The terms of our Engagement set forth in this letter executed by Client, including any attachments, shall remain in full force and in effect during the initial term of this Engagement and any renewal thereof.

### **Term**

This Engagement is effective as of the date you sign this letter ("Effective Date"). The term of this Engagement shall begin as of the Effective Date and continue for a period of one (1) year. Thereafter, this Engagement shall automatically renew for successive one-year renewal terms, unless either party provides written notice of non-renewal, such notice to be provided no less than 60 days prior to the end of the initial or any renewal term.

### **Scope of Services**

HR Consulting and Outsourcing Services. Our services ("Services") include a range of human resources (HR) functions such as recruitment, onboarding, performance management, benefits, compliance, and employee relations. These Services are described in more detail in Attachment A: Statement of Work. We require the Client's cooperation in gathering information needed in order to perform the agreed upon Services. **Services not expressly stated in the Statement of Work will be considered out of scope and billed separately.**

Best Recommendations, But No Guarantees. Our recommendations and Services are based on our human resources management experience and familiarity with human resources practices. We will attempt to be thorough and accurate in our review, recommendations and delivery of Services;

however, because of the complexity and variety of human resources functions, we cannot ensure or guarantee complete accuracy in all cases.

No Employment Relationship with Client's Employees. This Engagement shall not be construed to create any association, joint venture, employee or agency relationship between JMHRs and Client's employees. Client's employees are not employees of JMHRs.

Legal Services Not Included. The provision of the Services provided may require the assistance of legal counsel, as we are not authorized to practice law. In that event, we will discuss with Client the retention of legal counsel by the Client to the extent necessary.

## **Termination**

Reasons for Termination. This Engagement may be terminated as follows:

- a. Non-Renewal. Either party may terminate this Engagement by providing written notice of non-renewal to the other party at least 60 days prior to the end of the initial or any renewal term of this Engagement.
- b. Material Breach. James Moore HR Solutions may terminate this Agreement by written notice to Client if Client fails to pay any amount due to us within thirty (30) days; or by either party if the other party commits a material non-monetary breach of any provision of this Engagement that is not cured within thirty (30) business days of the non-breaching party providing written notice to the breaching party of the breach.
- c. Insolvency. Either party may terminate this Engagement if the other party (i) becomes insolvent, (ii) admits in writing its inability to pay its debts as they mature, (iii) makes an assignment for the benefit of creditors, or (iv) becomes subject to direct control or insolvency proceedings under federal or state law.
- d. By James Moore HR Solutions. We may terminate this engagement in the event (i) JMHRs ceases the business of providing the Services, (ii) changes in legal, regulatory, or compliance requirements render the Services contemplated under this Engagement noncompliant, obsolete or otherwise not economical, in our sole discretion, (iii) we believe our continued Engagement would pose a conflict of interest or other ethical problem, in our sole discretion, or (iv) a breakdown in our working relationship would make our continued Engagement unproductive or unworkable, in our sole discretion. In such event, the Termination Date shall be at least sixty (60) days following our written notice to Client of intent to terminate the Engagement.
- e. Force Majeure. Either party may terminate this engagement with fifteen (15) days' notice if performance of obligations becomes impossible due to earthquake, flood, fire, storm, natural disaster, declared public health emergency, pandemic, Act of God, war, armed conflict, labor strike, lockout, or boycott (a "force majeure"), provided that the party relying upon this section to terminate the engagement shall (1) give the other party prompt written notice of its intent to terminate the engagement if the non-performance is not cured within fifteen (15) days, and (2) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure. In the event a force majeure extends for a period of thirty (30) days or longer in total, either party may immediately terminate this engagement.

Effect of Termination. In the event of any termination of this Engagement, we will invoice and Client shall pay for all Services performed through the effective date of such termination ("Termination Date").

Termination of this Engagement by either party does not excuse Client's obligation to pay us for Services rendered through the Termination Date. Payment for all outstanding bills is due no later than thirty (30) days after the Termination Date.

### **Fees**

In consideration of the performance of the services set forth herein, Client shall pay to James Moore HR Solutions the fees set forth on the applicable Attachments hereto, as may be amended from time to time. Invoices will be payable within 30 days following the date of Client's receipt of the invoice. All fees billed hereunder are exclusive of all applicable taxes, duties or other governmental assessments.

Fee Adjustment. Any time after the first anniversary of the Effective Date, we reserve the right to adjust or increase the fees set out in the applicable Attachments with thirty (30) days prior written notice to Client. Fees shall not be increased more than once in any twelve-month period.

Expenses. Client shall reimburse us for actual and reasonable travel and travel-related expenses incurred by us in connection with the provision of Services hereunder, provided such expenses are pre-approved by Client (which approval shall not be unreasonably withheld, conditioned or delayed), except where such expenses are specifically included in Attachment A: Statement of Work (in which case expenses do not require pre-approval by Client).

### **Services Provided by James Moore HR Solutions**

Subject to the Client's compliance with the obligation of cooperation and access as set forth below, we will provide the Services to Client during the term of this Engagement, as set forth in the executed Attachments and any other services as may from time to time be mutually agreed to by the parties in writing.

### **No Obligation to Use Own Funds**

James Moore HR Solutions will have no obligation to make any payment of any type or to incur any financial liability on behalf of the Client in the performance of its duties unless Client has deposited sufficient funds with us specifically to pay in full all such amounts.

### **Not Responsible for Representations**

James Moore HR Solutions will have no responsibility for the accuracy or sufficiency of any representations made by the Client to any third party unless the Client has relied on the representations of JMHRs in making the representations to such third party and has consulted with JMHRs about the content of these representations before making such representations to third parties.

### **Reliance Upon Client Representations**

In order to provide the Services, James Moore HR Solutions relies upon factual information provided by Client. If Client provides incomplete or inaccurate information, this will affect the advice and recommendations provided by JMHRs. Accordingly, Client acknowledges that it has a duty to provide JMHRs with complete, accurate, and timely information when required or requested. Client agrees that

JMHRS may rely on and shall be protected, indemnified and held harmless by the Client in acting upon the oral or written instructions of the Client or of counsel to the Client with respect to any matter relating to JMHR's actions on behalf of the Client. JMHR shall be entitled to request further instructions be given by the Client or to request that instructions be given in writing.

### **Client Cooperation**

Client acknowledges that the timely, complete and accurate provision of the Services requires assistance, cooperation, information and data from its officers, agents, managers, partners, members and employees, and suitably configured computers, software and data, and that our ability to complete any Services is dependent upon the same. If Client does not provide adequate information, or provides information in a such a way that we are hindered in our ability to effectively perform the Services, we will so inform Client, and we will not be responsible for providing the Services during any period in which such information is not provided. Accordingly, Client has a duty to cooperate with James Moore HR Solutions to timely provide requested information, and failure to do so may constitute a material breach of this Engagement. Failure on the part of Client to meet its obligations under this section may result in increases cost, delayed schedule and/or a breach of this Engagement. It is our aim that James Moore HR Solutions and Client will cooperate and work in good faith independently and together to remedy any such instances.

### **Access to Client Systems**

Client shall ensure that James Moore HR Solutions personnel have access to all necessary Client and vendor computer systems or other resources necessary in order to provide the Services. We will not be responsible for delays or inability to perform the Services due to lack of access or speed of access to Client's or its vendors' systems.

### **Limited Warranty**

James Moore HR Solutions warrants that the Services provided to Client under this Engagement or any Statement of Work will be performed with due care in a professional and collaborative manner. JMHR and Client both warrant that they shall use good faith in performing their responsibilities under this Engagement.

### **Limitation of Liability**

Except for Client's obligation to pay the fees for the Services and amounts payable under the Indemnification paragraph of this Engagement, JMHR's and Client's maximum total liability, and that of any of their officers, partners, directors, employees, agents or representatives (collectively, the "Party Affiliates"), arising out of, relating to or in connection with this Engagement shall not exceed the amount of compensation and fees paid to us pursuant to the terms of this Engagement in the six (6) month period ending immediately prior to the event giving rise to such liability.

In no event shall JMHR or Client be liable for any indirect, incidental, special, exemplary, consequential, punitive, or other indirect damages of any nature, for any reason, including without limitation the

breach of this Engagement or any termination of this Engagement. In no event will JMHR or Client be liable for lost profits or lost business opportunities arising out of the termination of this Engagement.

This limitation of liability provision shall have no impact or bearing on JMHR's or Client's rights or ability to obtain damages under the Indemnification paragraph of this Engagement.

### **Indemnification**

Client's Duty to Indemnify. Client will indemnify, defend, and hold JMHR and its officers, partners, directors, employees, agents and representatives harmless from any and all costs, expenses (including reasonable attorney's fees), losses, damages, or liabilities incurred based on reliance upon Services (including documents, recommendations, and advice) provided by JMHR in good faith.

James Moore HR Solutions' Duty to Indemnify. JMHR will indemnify, defend, and hold Client and its officers, partners, directors, employees, agents and representatives harmless from any and all costs, expenses (including reasonable attorney's fees), losses, damages, or liabilities incurred based on a valid and proven claim that JMHR willfully failed to provide Services agreed upon in the applicable Statement of Work despite receiving payment for those services from Client and despite receiving complete, accurate, and timely information from the Client.

### **Property Rights**

James Moore HR Solutions Property. We shall retain all rights, title and interest in and to (a) all software, tools, policies, programs, routines, designs, diagrams, technology, ideas, know-how, processes, techniques and inventions that JMHR makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of its performance under this Engagement, (b) all enhancements, modifications, improvements and derivative works of each and any of the foregoing, and (c) all copyrights, trademarks, service marks, trade secrets, patents, patent applications or other proprietary rights related to each and any of the foregoing (collectively, the "our Property"). Provided that Client is not in breach of any material term of this Engagement, JMHR grants Client a non-exclusive, non-transferable, revocable license for the term of this Engagement, without rights to sublicense to third parties, to use our Property that is incorporated into Services pursuant to this Engagement, solely for Client's own internal business purposes in connection with the use of the Services.

Client Content. Subject to the following limited license grant to James Moore HR Solutions, Client shall retain all rights, title and interest in and to the contents of its materials disclosed to us hereunder ("Client Content"). Subject to the terms and conditions of this Engagement, Client hereby grants James Moore HR Solutions a limited, non-exclusive, non-transferable royalty free license for the term of this Engagement to use the Client Content internally only as required in order for us to perform the Services. Client warrants and represents that the content of any Client Content it provides to us shall not: (a) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) violate any law, statute, ordinance or regulation (including without limitation the laws and regulations covering export control, unfair competition, anti-discrimination or false advertising); (c) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) contain obscenity or pornography; or (e) contain any viruses, worms, time bombs, cancelbots or other

computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

### **Confidential Information**

During the course of providing Services in connection with this Engagement, we will have access to confidential information relating to the operations, employees, and financial information of Client, including information about Client's human resources policies and practices, payroll and accounting information, discipline imposed and corrective actions taken, medical and similarly confidential information, salaries, benefits, expenses, vendors, costs of services, Client strategic and future management and policy development plans, business and marketing plans or their equivalent plus additional human resources related information.

We recognize that Client has a legitimate interest in protecting its confidential information from unauthorized use and disclosure, and that privacy rights in the private and public sector may involve constitutional or other federal or state protected rights. Accordingly, we agree not to use or disclose Client's confidential information for any purpose other than in the course of providing Services to Client, and not to disclose Client's confidential information except as authorized by Client in the interests of Client and/or as required by law or by a lawful subpoena issued by any state or federal court, arbitrator, or other governmental order or process, provided JMHS: (a) gives Client immediate written notice as soon as it learns of such requirements in order to permit Client to seek a protective order or other appropriate relief; (b) assists Client in connection with such efforts; and (c) discloses only the confidential information requested by the order or subpoena. JMHS will take all reasonable steps necessary to ensure that confidentiality of such information is maintained.

### **Other Relevant Information**

This Engagement and all Statements of Work will be governed by and interpreted in accordance with the laws of the State of Florida, without reference to its choice of law rules. Each party to this Engagement waives, to the fullest extent permitted by applicable law, the right to trial by jury in any legal proceeding arising out of or relating to this Engagement or the transactions contemplated hereby.

If either party commences any action or proceeding against the other party to enforce this Engagement, the prevailing party in such action or proceeding (as expressly determined by the finder of fact) shall be entitled to recover from the other party reasonable attorney's fees and all other costs and expenses incurred by such party in connection with such action or proceeding and in connection with enforcing any judgment or order thereby obtained.

This Engagement, including any attachments which are incorporated herein by reference, is the entire engagement of the parties and supersedes any prior engagements between them with respect to the Services or similar services previously provided by JMHS. No modification of or amendment to this Engagement, nor any waiver of any rights under this Engagement, shall be effective unless in writing and signed by an authorized representative of each party.

Please sign and return this letter and any applicable attachments or addendums to indicate your acknowledgement of, and agreement with, the arrangements for our Engagement and our respective responsibilities. By signing below, you are acknowledging that you have read and understand the terms

Children's Trust of Alachua County

September 28, 2023

Page 7

of this Engagement and that you had an adequate opportunity to consult with counsel of your choice before signing.

Very truly yours,

JMA HR Services LLC d/b/a  
James Moore HR Solutions

The services described in the foregoing letter and statement of work are in accordance with our requirements. The terms described in the letter and statement of work, including fees, are acceptable to us and are hereby agreed to.

**CLIENT NAME**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Attachment A**  
**James Moore HR Solutions LLC**  
**Statement of Work – Offload HR**  
**Children’s Trust of Alachua County**

The following Statement of Work outlines the services to be provided as part of the Engagement between JMHS and Client. The James Moore HR Solutions Responsibilities section describes the services JMHS has available for Client to use. Client is not required to use all the services listed. The services include a range of HR functions such as recruitment, onboarding, performance management, benefits, compliance, and employee relations. The objective of this engagement is to improve HR processes and enhance the employee experience while maximizing compliance with applicable employment-related laws and regulations.

The below services are covered for the agreed upon monthly fee under the terms of this Engagement. Any and all out-of-scope services requested by Client that fall outside the terms of this Agreement will be billed separately.

**James Moore HR Solutions Responsibilities**

**Offload HR – Subscription Services**

- Review and provide guidance on HR-related documents.
- Create, maintain or update employee handbook and policies.
- Collaborate with your leadership team on strategic planning and ongoing priorities.
- Oversee internal investigations.
- Monitor federal and state legislation and initiate policy changes as necessary.
- Employee relations activities.
- Consult on HR initiatives and best practice recommendations.
- Utilize project management software to track progress and future initiatives.
- Review performance management plans.
- Consult and guide leadership on benefits packages.
- Review or develop onboarding and retention practices.
- Draft or review HR-related communications.
- Direct access to a dedicated HR Professional.
- Access to HR Client Portal.
- On-call HR Connect: live phone/email support for your internal team on HR-related questions.
- Subscription to all HR Solutions eblasts and videos on relevant HR topics.
- Regularly scheduled check-ins to monitor progress and HR health.
- Recruiting services to include review and development of job ads; scheduling of interviews; contact with candidates.
- Work with Client internal HR/admin team in executing HR-related initiatives.
- Day-to-day HR activities (not to include payroll).
- Benefits administration, including open enrollment and monthly changes.
- FMLA and other leave administration.
- Worker’s Compensation administration.
- Coordination of reference and background checks, if applicable.
- Vendor relationship coordination (Payroll, Backgrounds, PEO, broker)
- Quarterly onsite visits.



**Fees**

Our fee for these services will be billed at \$2,000 per month for the HR Solutions Offload Subscription package, as described in this SOW.

**Out-of-Scope Additional Services and Fees**

Any work requested and completed by JMHRs outside of the scope of the SOW stated above will be billed at the applicable fee of \$250 per hour plus expenses (for travel or materials, if applicable). Out of scope work completed onsite has a 2-hour minimum charge of the appropriate fee. If Client cancels scheduled onsite meetings, Client is responsible for costs associated with travel and expenses that are non-refundable. Examples of out of scope work and expenses include:

Additional web trainings	Hourly rate
Onsite trainings	Hourly rate plus travel expenses
Full cycle recruiting	Hourly rate
Additional onsite visits	Hourly rate plus travel expenses
Other projects, as agreed upon	Hourly rate

With prior Client approval, JMHRs may incur expenses on behalf of Client (i.e., background checks, purchasing labor posters). Such expenses will be charged to the Client on a monthly basis.

**Signature**

The services and fees described above are acceptable to us and are hereby agreed to.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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