

**AGREEMENT BETWEEN THE CHILDREN’S TRUST OF ALACHUA COUNTY AND  
ALACHUA COUNTY  
FOR HUMAN RELATIONS SERVICES**

This Agreement (“Agreement”) is made by and between the Children’s Trust of Alachua County, an independent taxing district of the State of Florida (“CTAC”) and Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”), who are collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS, the Children’s Trust of Alachua County (CTAC) is in need of Human Resources consulting services to assist with the recruitment of a new Executive Director; and**

**WHEREAS, at the time of the recruitment of the prior Executive Director, Alachua County (County) through its Human Resources Director Heather Akpan, provided this support to the CTAC; and**

**WHEREAS, the County is willing to provide Heather Akpan, for consulting services at an hourly rate.**

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

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Scope.** In accordance with the terms and conditions of this Agreement, County agrees to provide Human Relations Services, relating to the hiring of an Executive Director, for and as needed by the CTAC. County acknowledges that time is of the essence completing the Services. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term.** This Agreement is effective on the day the last Party signs it and continues until September 30, 2022, unless earlier terminated as provided herein. This Agreement may be amended at the option of the parties as necessary under the Scope of Services.
4. **Qualifications.** By executing this Agreement, County makes the following representations to CTAC:
  - A. County is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to act as a County and to provide the Services during the term of this Agreement.
  - B. County is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided.
  - C. County will coordinate with CTAC and its agents in providing the services under this agreement.
5. **Payment.**
  - A. The CTAC will pay and County will accept, for the timely and complete performance of the Services described in this Agreement, \$82.31 per hour for the services of Heather Akpan described in Exhibit 1. The Parties agree that the amount to be paid to County for the Services required will not exceed the sum of \$ 5000.00
  - B. As a condition precedent for any payment, County must submit monthly invoices to the CTAC requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. County's invoice must describe the Services rendered, the date performed, and the time expended, if billed by hour. County's invoice shall be accompanied by documentation or data in support of expenses, as the CTAC may require. Each invoice shall

constitute the County's representation to the County that the Services listed have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of CTAC covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the County's invoice for final payment shall further constitute the County's representation to the CTAC that, upon receipt by the County of the amount invoiced, all obligations of the CTAC to others, including its consultants and subcontractors, will be paid in full. County shall submit invoices to the CTAC at the following address, unless otherwise directed by the CTAC:

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

- C. The CTAC will make payment to County for amounts properly invoiced, as set out below, and in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- D. If the CTAC has reasonable cause to suspect that any representations of County relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to County until the inaccuracy, and the cause thereof, is corrected to the Acting Executive Director's or her designee's reasonable satisfaction.
- E. The CTAC's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the CTAC. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the CTAC to do so shall not constitute a breach or default of this Agreement.

6. **Deliverables.** All project deliverables and documents are the sole property of CTAC and may be used by CTAC for any purpose. Any and all deliverables required by this Agreement to be prepared by County, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. County represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The CTAC's review of the deliverables in no way diminishes the County's representations pertaining to the deliverables.

7. **Personnel.** County will assure that all County's personnel who perform the Services, or perform any part of the Services, are competent, reliable and experienced to perform their assigned task timely and satisfactory. Barring illness, accident and other unforeseeable events, the Parties anticipate the following individuals, who are employed or retained by County, will perform the Services:

Name	Function
Heather Akpan	Human Relations Director

8. **Default and Termination.**

A. **Termination for Convenience:** Either party may terminate the Agreement without cause by providing written notice of termination for convenience to the other party at the address stated herein. County Manager and their designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, County will immediately discontinue all Services for the CTAC currently or to be provided to the CTAC, unless the notice from the County directs otherwise.

The effective date of termination of this Agreement will be the date specified in the notice of termination or, if date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the County.

9. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To CTAC:

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

To County:

Michele Lieberman  
County Manager  
Alachua County Board of County Commissioners  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts  
[acpur@alachuacounty.us](mailto:acpur@alachuacounty.us)

Clerk of Court, Attn Finance & Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

10. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, County, *when acting on behalf of the County*, shall as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the CTAC's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if County does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of County or keep and maintain public records required by the County to perform the Services. If County transfers all public records to the County upon completion of the Agreement, County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If County keeps and maintains public records upon completion of the Agreement, County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

**IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO**

**COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CTAC'S PUBLIC RECORDS CUSTODIAN AT E-MAIL: [publicrecordrequests@childrenstrustofalachuacounty.us](mailto:publicrecordrequests@childrenstrustofalachuacounty.us) PHONE: (352) 374-1830 ADDRESS: P.O. Box 5669, Gainesville, FL 32627.**

If County fails to comply with this section, County will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. County who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

County will take reasonable measures to protect, secure and maintain any data held by County in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If County suspects or becomes aware of a security breach or unauthorized access to such data by a third party, County shall immediately notify the County in writing and will work, at County's expense, to prevent or stop the data breach.

B. **Confidential Information.** It is not expected by the parties that any Confidential information as defined under §812.081, Florida Statutes, or other law, during this agreement.

11. **Laws & Regulations.** County will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. County is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If County is not familiar with laws, ordinances, rules and regulations, County remains liable for any violation and all subsequent damages, penalties, or fines.

12. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

13. **Amendment and Assignment.** The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and CTAC each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

14. **Additional Services.** Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

15. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

16. **Independent Contractor.** In the performance of this Agreement, County is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the

County. County is solely responsible for the means, method, technique, sequence, and procedure utilized by County in the full performance of the Services referenced in this Agreement.

17. **E-Verify.** County shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the County during the term of the Agreement. County shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>

18. **Conflict of Interest.** County warrants that neither County nor any of County's employees have any financial or personal interest that conflicts with the execution of this Agreement. The County shall notify CTAC of any conflict of interest due to any other contracts, or property interests.

19. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the County warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the County to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the County any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

20. **Force Majeure.** The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

21. **Collusion.** By signing this Agreement, the Parties declare that this Agreement is made without any previous understanding, agreement, or connections with any persons, counties or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

22. **Counterparts.** This Agreement may be executed in any number of and by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

23. **Severability and Ambiguity.** It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party

represents and agrees that it has had the opportunity to seek the advice of appropriate counsel, including legal counsel, in the review and execution of this Agreement.

24. **Electronic Signatures.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

25. **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the respective dates under each signature: by Alachua County, Florida by its representative who is authorized to sign, and by CTAC, through its duly authorized representative.

**CTAC**

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

Print: Kristy Goldwire \_\_\_\_\_

Title: Acting Executive Director \_\_\_\_\_

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

Approved as to form:

\_\_\_\_\_  
Counsel to the Trust

**ALACHUA COUNTY, FLORIDA**

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

Michele Lieberman, County Manager

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

**IF CONTRACT IS LESS THAN \$50,000 CAN BE SIGNED BY COUNTY MANAGER IF  
SIGNED BY COUNTY MANAGER CLERK DOES NOT ATTEST AND SIGNATURE  
BLOCK IS REMOVED**

Approved as to form:

---

Alachua County Attorney's Office