



CHILDREN'S TRUST
OF ALACHUA COUNTY

CHILDREN'S TRUST REGULAR MEETING AGENDA

September 27, 2021 at 4:00 PM

Cade Museum, 811 S Main St, Gainesville, FL 32601

Call to Order

Roll Call

Agenda Review, Revision and Approval

Approval of the agenda also approves all of the items on the consent agenda.

Consent Agenda

1. [9.13.21 Regular Meeting Minutes](#)
2. [9.13.21 Minutes - First TRIM Hearing](#)
3. [Board Attendance YTD](#)
4. [Interlocal Agreement Between the Children's Trust of Alachua County and the Board of County Commissioners of Alachua County, Florida.](#)
5. [Agreement with James Moore & Co for Outsourced Human Resource Services](#)

Chairman's Report

Executive Director's Report

Governance Committee Report

6. [Revisions to the Employee Handbook and Chapters 4 & 6 of CTAC Board Policies](#)

Programs Report

7. [Program Calendar - FY 2021-2022](#)
8. [Afterschool Programming Scoring Summary](#)

General Public Comments

For Your Information

Items in this section are for informational purposes only and do not require any action by the Trust.

9. [DCF Background Screening - Exemption from Disqualification](#)
10. [Unsolicited Proposal - Project YouthBuild](#)

11. [CAPP Awards FY22-24](#)

Next Meeting Dates

Regular Meeting - Monday, October 11, 2021 @ 4:00 PM
Cade Museum, 811 S Main St, Gainesville, FL 32601

Regular Meeting - Monday, November 8, 2021 @ 4:00 PM
Cade Museum, 811 S Main St, Gainesville, FL 32601

Regular Meeting - Monday, December 13, 2021 @ 4:00 PM
Cade Museum, 811 S Main St, Gainesville, FL 32601

Adjournment

Virtual Meeting Information

Zoom Link to Register: https://us02web.zoom.us/webinar/register/WN_xOKy83ZgSSCtFt4dzjKtLA

View or listen to the meeting: https://www.youtube.com/channel/UCpYNq_GkjCo9FQo3qR5-SOw

Public Comments: Submit online at <http://www.childrenstrustofalachuacounty.us/commentcard> by 4:00 PM on September 27, 2021.

Guidelines for Public Comments

Any member of the public wishing to be heard either under the agenda section “General Public Comments” or on a specific agenda items shall complete an appearance card and present the card to the Clerk of the Trust prior to the start of the Board or Committee meeting. In the event following the start of a Board or Committee meeting additional items are added to the agenda, then with the consent of the Chair of the meeting, any member of the public may submit an appearance card to speak on such additional item(s) prior to Board or Committee discussion of such item(s).

Members of the public recognized by the Chair will have three (3) minutes to speak on a single “subject matter” submitted on an appearance card presented prior to the start of the meeting. In the event an individual submits multiple requests to be heard on more than one agenda item the Chair shall determine the amount of time allotted to the speaker, however, such time shall not exceed ten (10) minutes without approval of the Board or Committee. The Clerk of the Trust will function as official timekeeper. Members of the public may not share or transfer all or part of their allotted time to any other person or to any other agenda item, except as permitted by this Policy. To the extent a speaker has previously addressed a Board or Committee on the same subject and at which a majority of the Board was present, then the Board Chair may limit repeat comments at the Board meeting by the same speaker.

The Board may provide members of the public the option to participate in Board or Committee meetings electronically. If such an option is provided, the procedures herein apply, but the Board or Committee will provide members of the public with an electronic means to complete an appearance card and present the card to the Clerk of the Trust prior to the start of the Board or Committee meeting.

File Attachments for Item:

1. 9.13.21 Regular Meeting Minutes



CHILDREN'S TRUST REGULAR MEETING MINUTES

September 13, 2021 at 4:00 PM

Cade Museum, 811 S Main St, Gainesville, FL 32601

DRAFT

Call to Order

Chair Lee Pinkoson called the meeting to order at 4:00 PM.

Roll Call

PRESENT

Chair Lee Pinkoson
Vice Chair Maggie Labarta
Member Tina Certain - arrived at 4:17
Member Karen Cole-Smith - arrived at 4:45
Member Ken Cornell
Member Nancy Hardt
Member Carlee Simon
Member Patricia Snyder
Member Cheryl Twombly
Member Susanne Wilson Bullard

Agenda Review, Revision and Approval

Approval of the agenda also approves all of the items on the consent agenda.

Chairman's Report

Motion made by Member Cornell, Seconded by Vice Chair Labarta to accept the consent agenda.

Voting Yea: Chair Pinkoson, Vice Chair Labarta, Member Cornell, Member Hardt, Member Simon, Member Snyder, Member Twombly, Member Wilson Bullard

Absent: Member Certain, Member Cole-Smith

1. 8.9.2021 Regular Meeting Minutes
2. August 2021 Checks and Expenditures Report
3. Approval of Budget Amendment to Direct Community Service Contracts in Excess of 10%
4. Board Member Attendance YTD

Chairman's Report

5. Governance Committee Meeting Dates

Chair Pinkoson announced the four upcoming meetings of the Governance Committee to review and update the Board's policy documents.

Executive Director's Report

6. Unsolicited Proposals

The Executive Director discussed the unsolicited proposals the Trust had received in recent weeks, as well as the reasons to award or deny funds.

Programs Report

7. Help Me Grow Alachua

Mia Jones, the CTAC's Early Childhood Coordinator and Pritzker Fellow, gave a presentation on Help Me Grow Alachua.

Motion made by Member Cornell, Seconded by Vice Chair Labarta, to approve the release of RFP 2021-07, authorize \$220,000.00 for Help Me Grow during FY22, approve Resolution 2021-13, and authorize the Executive Director to appoint a review team of members with subject matter expertise.

Voting Yea: Chair Pinkoson, Vice Chair Labarta, Member Certain, Member Cornell, Member Hardt, Member Simon, Member Snyder, Member Twombly, Member Wilson Bullard

Absent: Member Cole-Smith

8. Youth Development Capacity Building Collaborative

Kristy Goldwire, Director of Program Operations, gave a presentation on the YDCBC. This training aims to help providers enhance their organizational capacity.

The Board took a recess to conduct the first public TRIM hearing at 5:03 PM and reconvened at 5:30 PM.

9. Recommendations for Award - Afterschool Programming RFP 2021-6

The Board discussed the applications for Afterschool Programming Funding. Five (5) of the applications scored a three (3) or higher and were recommended for funding.

Member Cornell suggested the Board increase the award amount from \$600,000 to \$800,000. Vice Chair Labarta inquired regarding the difference between the requested amount of \$717,365.40 and the \$600,000 previously set for the RFP. The ED explained that the amount requested includes some costs that are generally non-reimbursable by a government entity, such as food and/or fundraising costs.

The Chair raised the concern regarding the cost per child per day difference between the five (5) programs. He requested that the Executive Director recommend guidelines for future RFPs.

Motion made by Member Certain, Seconded by Member Simon to accept the staff's recommendations to authorize Resolution 2021-14 providing up to the requested amount of \$717,365.40 for Afterschool Programming for FY22, to authorize the Executive Director to negotiate contracts with providers that scored a three (3) or higher, and to bring recommendations of guidelines for the cost per child per day for the next RFP.

Voting Yea: Chair Pinkoson, Vice Chair Labarta, Member Certain, Member Cole-Smith, Member Cornell, Member Hardt, Member Simon, Member Snyder, Member Twombly, Member Wilson Bullard

The Board Members received information regarding the late application from the Boys and Girls Clubs of Northeast Florida. Discussion revolved around whether or not to allow this application to be considered in this RFP due to the missed deadline.

Motion made by Member Wilson Bullard, amended by Vice Chair Labarta, Seconded by Member Cornell, for the Executive Director to consider the proposal from the Boys and Girls Clubs, approve up to the amount requested of \$177,586.20 (in addition to the \$717,365.40 previously approved), authorize the ED to negotiate a contract, and ensure the minutes contain that this is a one-time exception.

Voting Yea: Chair Pinkoson, Vice Chair Labarta, Member Certain, Member Cole-Smith, Member Cornell, Member Hardt, Member Simon, Member Snyder, Member Twombly, Member Wilson Bullard

The Chair and Vice Chair agreed that the decision to accept a late submission was a result of the emergency situation related to COVID and that the Board of the Children's Trust of Alachua County will not consider an exception to any future proposal that has more than a three-week turnaround time, and is not related to COVID.

Board Member Comments

General Public Comments

For Your Information

Items in this section are for informational purposes only and do not require any action by the Trust.

10. Letter of Support from the Children's Trust of Alachua County to the Helios Education Foundation regarding the Florida Grade-Level Reading Campaign
11. City of Gainesville - Youth Services Division - Staff Research and Budget
12. Letter to Chair Cornell - Discussion with BOCC & ACSB
13. Communications Report - August 2021

Next Meeting Dates

Regular Meeting - Monday, September 27, 2021 @ 4:00 PM
Cade Museum, 811 S Main St, Gainesville, FL 32601

Second public hearing of the final millage rate and the final adopted budget.

Monday, September 27, 2021 @ 5:01 PM

Cade Museum, 811 S Main St, Gainesville, FL 32601

Regular Meeting - Monday, October 11, 2021 @ 4:00 PM

Cade Museum, 811 S Main St, Gainesville, FL 32601

Adjournment

Chair Lee Pinkoson adjourned the meeting at 6:41 PM.

DRAFT

Attendee Report

Children's Trust of Alachua County - Board Meeting & First TRIM Hearing

9/13/2021 4:00:00 PM - 6:41:00 PM Webinar ID: 897 9530 1297

Board Members

Chair Lee Pinkoson
 Vice Chair Maggie Labarta
 Member Tina Certain
 Member Ken Cornell
 Member Carlee Simon
 Member Patricia Snyder
 Member Cheryl Twombly
 Member Susanne Wilson Bullard

Staff

Colin Murphy
 Kristy Goldwire
 Ashley Morgan-Daniel
 Nicole Odom
 Dan Douglas
 Deon Carruthers
 Mia Jones
 Belita James
 Bob Swain – Trust Counsel

Attended in Person

Anne Koterba
 Carla Miles
 Tara Walker
 Chanae Jackson
 Paul Martinez
 Anna Prizzia
 Jacki Hodges

Jonathan Leslie
 Lauren Levitt
 Rachel Eubanks
 Pebbles Edelman
 Addison Staples
 Sherry Kitchens
 Angela Moore

Panelists joined by Zoom

Nancy Hardt
 Karen Cole-Smith
 Bonnie Wagner
 Frank Mason
 Betty Friis

nhardt@gmail.com
 Karen.Cole-Smith@sfcollge.edu
 bwagner@childrenstrustofalachuacounty.us
 fmason@cricpa.com
 bfriis@cricpa.com

Attendees joined by Zoom

| | | |
|-----------------------|----------------------------------|---|
| Michael Raburn | mike@gainesvillevineyard.org | Gainesville Vineyard |
| Stacy Merritt | stacy.merritt@pfsf.org | Partnership for Strong Families |
| Heart Phoenix | heart@centerforpeacebuilding.org | River Phoenix Center for Peacebuilding |
| Alberto Lopez | alopez@floridamuseum.ufl.edu | Florida Museum |
| Jamie Stormer | jamie_stormer@mbhci.org | Meridian Behavioral Healthcare |
| Herman Knopf | hknopf@ufl.edu | Anita Zucker Center-UF |
| Sibet Grantham | kato@ufl.edu | Interested citizen |
| Darcie MacMahon | dmacmahon@flmnh.ufl.edu | Florida Museum of Natural History |
| Martha Cox | martha.cox@ecs4kids.org | Episcopal Children's Services |
| Gloria Pringle Ashley | exec_dir@motiv8uofncf.org | MOTIV8U of NCF |
| Tina Treloar | ttreloar@ufl.edu | UF College of Dentistry Community Dentistry |
| Kevin Carrico | kevinc@bgcnf.org | Boys & Girls Clubs of Northeast Florida |
| Michael Bowie | mbowie@ufl.edu | University of Florida |
| Christi Arrington | christi@girlsplace.net | Girls Place Inc. |
| Dorothy Benson | notyek@aol.com | SW Advocacy Group |
| Kallen Shaw | krsshaw@ufl.edu | University of Florida |

| | |
|----------------|-------------------------------|
| Tina Choe | tchoe@flmnh.ufl.edu |
| Gerard Duncan | soil3@hotmail.com |
| Katie White | kwhite@elcalachua.org |
| Dorothy Thomas | dorothy.acee.thomas@gmail.com |
| Julie Moderie | jmoderie@wellflorida.org |
| Maureen Conroy | mconroy@coe.ufl.edu |
| Candice King | candiceking2620@gmail.com |
| Cade Camera | ntorres@cademuseum.org |
| Cade Museum | eventassist@cademuseum.org |

Joined by phone

13523718002
18504450050

Zoom Chat Report

Children's Trust of Alachua County:

Please complete a virtual comment card if you wish to speak on a topic during this meeting:
www.childrenstrustofalachuacounty.us/commentcard

Dorothy Benson:

I will note that some of the other CSCs told us during the campaign that they had found that some who need help are over 18. That may be a phone call or email that someone at the Trust wants to send out to the other CSCs to ask how they address that need in young men and women over 18 but under 21.

Hearing Mr. Leslie with Project YouthBuild made me think of that.

Zoom Q & A

Gloria Pringle Ashley:

Question: How are smaller non-profits, who are also serving the needs of the community, able to receive funding through Children's Trust? There are barriers that are currently preventing smaller non-profits from participating in the grant process, such as the after school programming guidelines.

The proposal from the Y.M.C.A. was denied which included a joint objective with MOTIV8U of Gainesville.

Michael Raburn:

Our literacy program received funding from Children's Trust last year and we have been very successful. But we have been shut out from the most recent RFPs. We are doing important work that falls exactly into what CT is meant to fund. When will there be an RFP for us to apply for funding again?



CHILDREN'S TRUST
OF ALACHUA COUNTY

Help Me Grow Alachua RFP 2021-07

September 13, 2021



Help Me Grow Alachua RFP 2021-07



Overview of Solicitation

- Total Award up to \$220,000.00
- Implement the Help Me Grow Florida (HMGF) system model in Alachua County for early identification of developmental and/or behavioral concerns in children ages birth through 8 years old, including linking families with community-based services and supports.

Eligible Applicants

- Governmental entities
- For-profit
- Not-for-profit
- Faith-based

Target Population

- Children birth through 8 years old and their families
- Child health care providers
- Early childhood system partners

Help Me Grow Alachua RFP 2021-07

Proposed Timeline

| Key actions | Estimated dates |
|--|--------------------------------------|
| Release solicitation | September 14, 2021 |
| Bidder's Conference | October 1, 2021 |
| Application due date | November 15, 2021 by 5 PM ET |
| Application review and debriefing | November 16, 2021 – December 3, 2021 |
| Funding recommendations and resolution provided to the Board | December 6, 2021 |
| Board meeting | December 13, 2021 |
| Contracting | December 14, 2021-January 3, 2022 |
| Contract begins | January 3, 2022 |



Help Me Grow Alachua RFP 2021-07



Racial equity, diversity, and inclusion lens and strategies

Community Early Childhood Systems Development

Sustainability and Funding Development

Literacy assessment and service linkage



CHILDREN'S TRUST
OF ALACHUA COUNTY

Afterschool RFP 2021-06 & Resolution 2021-14
September 13, 2021

Afterschool RFP 2021-06

Overview of Solicitation

The Children's Trust of Alachua County seeks qualified afterschool program providers to host rising kindergarteners through 12th grade from low-income families in safe and enriching afterschool programming for the 2021-2022 school calendar year.



Afterschool RFP 2021-06

Minimum Qualifications

Services must take place within Alachua County

Qualified to conduct business in the State of Florida

Applicant must not be a charter school approved by any public-school system in the State of Florida

Experience working with youth in out-of-school time

Licensed or licensed exempt afterschool program, in accordance with § 402.26, Fla. Stat., § 402.319, Fla. Stat., § 120.60, Fla Stat

Currently funded summer provider

Offer services 4 days a week, 1.5 hours per day, at a minimum

In person afterschool services during the 21-22 school year

Youth ration of 1 to 20 (Providers may recommend a smaller ratio and provide justification)

Verified in the Philanthropy Hub



Afterschool RFP 2021-06

Evaluation Criteria

- Organizational Eligibility
- Organizational Capacity
- Site Profile
- Budget Form

Recommended Agencies

- Kids Count
- Gainesville Circus Center
- Girls Place
- Aces in Motion
- Deeper Purpose Church, Inc.



RFP 2021-06
AFTERSCHOOL PROGRAMMING
SCORING SUMMARY

| Organization Name | Average Score | Personnel | Operating | Indirect | Total Request From CTAC | # Sites | NON CTAC FUNDED YOUTH | CTAC FUNDED YOUTH | 21-22 School yr total # of overall children expected | Number of Afterschool days | COST PER CHILD | Costs per day/per child |
|--------------------------------------|---------------|-----------|-----------|----------|-------------------------|----------|-----------------------|-------------------|--|----------------------------|----------------|-------------------------|
| Kids Count | 4 | \$125,795 | \$36,729 | \$16,252 | \$ 178,775 | 2 | 0 | 70 | 70 | 139 | \$ 2,553.93 | \$ 18.37 |
| Gainesville Circus Center | 3.67 | \$42,213 | \$84,966 | \$12,717 | \$ 139,896 | 1 | 10 | 15 | 25 | 160 | \$ 9,326.41 | \$ 58.29 |
| Girls Place | 3.33 | \$26,913 | \$82,395 | \$10,931 | \$ 120,238 | 1 | 80 | 50 | 130 | 163 | \$ 2,404.77 | \$ 14.75 |
| Aces in Motion | 3.33 | \$91,945 | \$79,366 | \$17,131 | \$ 188,443 | 1 | 56 | 24 | 80 | 141 | \$ 7,851.77 | \$ 55.69 |
| Deeper Purpose Community Church, Inc | 3 | \$69,330 | \$12,500 | \$8,183 | \$ 90,013 | 1 | 15 | 25 | 40 | 164 | \$ 3,600.52 | \$ 21.95 |
| The North Central Florida YMCA | 1.67 | \$79,909 | \$46,354 | \$12,626 | \$ 138,889 | 1 | 5 | 20 | 25 | 165 | \$ 6,944.45 | \$ 42.09 |
| Total Request | | | | | \$ 856,254.40 | 7 | 166 | 204 | 370 | | | |

Non-responsive Applications

Just for Us Education - Doesn't meet minimum qualifications

St. Barbara CFC Ministries, Inc - Doesn't meet minimum qualifications





CHILDREN'S TRUST
OF ALACHUA COUNTY

CHILDREN'S TRUST REGULAR MEETING MINUTES

September 13, 2021 at 4:00 PM

Cade Museum, 811 S Main St, Gainesville, FL 32601

Signature Page

Approval of Meeting Minutes

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Children's Trust of Alachua County, held on the 13th day of September, 2021.

I further certify that the meeting was duly called and held and that a quorum was present.

CHILDREN'S TRUST OF ALACHUA COUNTY

By: _____

Lee Pinkoson, Chair

CHILDREN'S TRUST OF ALACHUA COUNTY

By: _____

Colin Murphy, Secretary

Please provide your signature to confirm these minutes are a true representation of the CTAC meeting on September 13, 2021, as approved by the Board on September 27, 2021.

File Attachments for Item:

2. 9.13.21 Minutes - First TRIM Hearing



CHILDREN'S TRUST
OF ALACHUA COUNTY

CHILDREN'S TRUST REGULAR MEETING - FIRST TRIM HEARING MINUTES

September 13, 2021 at 5:01 PM

Cade Museum, 811 S Main St, Gainesville, FL 32601

Call to Order

Chair Lee Pinkoson called the meeting to order at 5:03 PM.

Roll Call

PRESENT

Chair Lee Pinkoson
Vice Chair Maggie Labarta
Member Tina Certain
Member Karen Cole-Smith
Member Ken Cornell
Member Nancy Hardt
Member Carlee Simon
Member Patricia Snyder
Member Cheryl Twombly
Member Susanne Wilson Bullard

Agenda Review, Revision and Approval

Public Hearing - FY 2021-22 Proposed Millage and Tentative Budget

1. Resolution 2021-11 (Proposed Millage) and 2021-12 (Tentative Budget)

Motion made by Member Cornell, Seconded by Member Certain to approve Resolution 2021-11 Proposed Millage Rate.

Voting Yea: Vice Chair Labarta, Member Certain, Member Cole-Smith, Member Cornell, Member Hardt, Member Simon, Member Snyder, Member Twombly

Voting Nay: Chair Pinkoson

Not Voting: Member Wilson Bullard

Motion made by Member Cornell, Seconded by Member Certain to approve Resolution 2021-12 Tentative Budget.

Voting Yea: Vice Chair Labarta, Member Certain, Member Cole-Smith, Member Cornell, Member Hardt, Member Simon, Member Snyder, Member Twombly, Member Wilson Bullard

Voting Nay: Chair Pinkoson

Adjournment

Chair Lee Pinkoson adjourned the meeting at 5:30 PM.

DRAFT



CHILDREN'S TRUST
OF ALACHUA COUNTY

CHILDREN'S TRUST FIRST TRIM HEARING MINUTES

September 13, 2021 at 5:01 PM

Cade Museum, 811 S Main St, Gainesville, FL 32601

Signature Page

Approval of Meeting Minutes

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the First TRIM Hearing of the Children's Trust of Alachua County, held on the 13th day of September, 2021.

I further certify that the meeting was duly called and held and that a quorum was present.

CHILDREN'S TRUST OF ALACHUA COUNTY

By: _____

Lee Pinkoson, Chair

CHILDREN'S TRUST OF ALACHUA COUNTY

By: _____

Colin Murphy, Secretary

Please provide your signature to confirm these minutes are a true representation of the CTAC meeting on September 13, 2021, as approved by the Board on September 27, 2021.

File Attachments for Item:

3. Board Attendance YTD

| Regular Meetings | 1/11/2021 | 2/8/2021 | 3/8/2021 | 4/12/2021 | 5/10/2021 | 6/14/2021 | 7/12/2021 | 8/9/2021 | 9/13/2021 | 9/27/2021 | 10/11/2021 | 11/8/2021 | 12/13/2021 |
|------------------|-----------|----------|----------|-----------|-----------|-----------|-----------|----------|-----------|-----------|------------|-----------|------------|
| Pinkoson | P | P | P | P | P | P | cancelled | P | P | | | | |
| Labarta | absent | P | P | P | V | P | cancelled | P | P | | | | |
| Certain | P | P | P | P | P | P | cancelled | P | P | | | | |
| Cole-Smith | V | V | V | V | V | P | cancelled | P | V | | | | |
| Cornell | P | P | P | P | P | P | cancelled | P | P | | | | |
| Hardt | V | V | V | P | P | V | cancelled | P | V | | | | |
| Simon | P | P | P | P | absent | P | cancelled | absent | P | | | | |
| Snyder | V | V | V | P | P | P | cancelled | P | P | | | | |
| Twombly | absent | V | V | V | P | P | cancelled | absent | P | | | | |
| Wilson Bullard | P | P | P | P | P | P | cancelled | P | P | | | | |

| Special Meetings | 2/16/2021 |
|------------------|-----------|
| Pinkoson | x |
| Labarta | x |
| Certain | x |
| Cole-Smith | x |
| Cornell | x |
| Hardt | x |
| Simon | x |
| Snyder | x |
| Twombly | x |
| Wilson Bullard | x |

V = Virtual Attendance
P = Physical Attendance

File Attachments for Item:

4. Interlocal Agreement Between the Children's Trust of Alachua County and the Board of County Commissioners of Alachua County, Florida.



Item:

Interlocal Agreement Between the Children’s Trust of Alachua County and the Board of County Commissioners of Alachua County, Florida.

Requested Action:

The Trust is asked to approve the agreement and authorize the Chair to execute the agreement.

Background

CTAC Board Policy Chapter 6.60,B,4 allows the CTAC to purchase services from other governmental units without a competitive solicitation. The primary change in this agreement from previous agreements is that the Clerk of the Circuit Court will no longer provide accounting services for the CTAC.

Attachments

Interlocal Agreement Between the Children’s Trust of Alachua County and the Board of County Commissioners of Alachua County, Florida

Programmatic Impact:

None

Fiscal Impact:

\$30,750 plus additional fees as incurred (from multiple accounts).

Recommendation:

Staff Recommends approval

**THIRD INTERLOCAL AGREEMENT
BETWEEN THE CHILDREN’S TRUST OF ALACHUA COUNTY AND
THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA**

THIS THIRD INTERLOCAL AGREEMENT made and entered into this _____ day of _____ A.D. 20___, by and between the Children’s Trust of Alachua County, hereinafter referred to as “CTAC”; and Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County." Collectively, CTAC and the County are hereinafter referred to as the “Parties.”

WITNESSETH:

WHEREAS, §125.901, Florida Statutes, authorizes the County to create an independent special district to provide children’s services for all children, from 0 to 18 years of age, subject to the approval of the majority of qualified electors voting in a general election; and

WHEREAS, the County has determined that it would serve the public interest to establish said independent special district within Alachua County; and

WHEREAS, the County passed Ordinance 18-08 on February 27, 2018, creating Chapter 26, Children’s Services Independent Special District with an effective date of December 1, 2018, subject to approval of a majority of the qualified electors of Alachua County voting in a November 6, 2018, referendum; and

WHEREAS, on November 6, 2018, a majority of qualified electors of Alachua County passed the general election ballot question titled Children’s Trust of Alachua County – Authority to Levy One-Half Mill Ad Valorem Taxes; and

WHEREAS, Section 26.03 of Alachua County, FL, Code of Ordinances defines the Children’s Trust of Alachua County’s powers and duties, including the power to enter into agreements with government agencies to provide for administrative services; and

WHEREAS, the County and CTAC are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of the County; and

NOW THEREFORE, in consideration of the premises set forth above and the mutual promises, covenants, duties and benefits set forth herein, and other valuable consideration, the receipt and sufficiency of are hereby conclusively acknowledged, the Parties do agree as follows:

- 1. **Term.**

After execution by the Parties, this Agreement shall commence on October 1, 2021, and becomes effective upon filing as provided in paragraph 21, below, and continue through September 30, 2022, unless earlier terminated as provided herein. The Parties have the option to extend the Term of this Agreement for additional one-year periods under the same terms and conditions. All extensions shall be in writing, signed by all Parties, and filed as provided in paragraph 20, below.

2. Duties of CTAC.

21. CTAC shall have and perform the duties as detailed in “Attachment A: Duties of CTAC.”

3. Duties of the County.

31. The County shall have and perform the duties as detailed in “Attachment B: Duties of County.”

4. Payment.

41. In consideration of the provision of services outlined in this Agreement, CTAC shall compensate the County in FY 2021-2022 as set out below:

| | |
|---|---|
| New World Technical Support | Actual hourly rate plus 35% for benefits |
| Risk Management | See “Attachment C” |
| ITS | \$18/month per phone line phone service |
| | \$18/month per Jabber device (Phone services will be billed directly to the Trust from IT) plus long distance charges |
| | \$200/month/user for IT support, including Helpdesk, imaging, hardware standardization, and consultation, text messaging storage and antivirus protection |
| Legal | \$22,000 |
| Financial Software Hosting Fee | \$8,750 |
| Subtotal Administrative Fees (Max) | \$30,750, plus hourly charges |

TOTAL ADMIN AND PERSONNEL FEES

TBD

- 42. The Clerk of the Circuit Court, Eighth Judicial Circuit (“Clerk”) will send an invoice to CTAC each month for services that were provided under the agreement in the prior month. Fixed fee services will be billed 1/12th per month and pass through costs will be billed based on actual expenditures. As an example, the Clerk will issue an invoice to CTAC on November 1st for services provided the prior month between October 1st – 31st. Telephone services provided through IT will be billed separately through IT.
- 43. All invoices shall be processed and paid in accordance with the provisions of Chapter 218, Part VII (“Florida Prompt Payment Act”), Florida Statutes.

5. Notice.

Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from a party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed delivered two business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, the representatives of the County and CTAC are:

County (all of the following):
Alachua County Chairperson
Gainesville, FL 32627

CTAC:
CTAC Executive Director
P.O. Box 5669
Gainesville, FL 32601

AND

J.K. “Jess” Irby, Esq
12 SE 1st Street
Gainesville, FL 32601
Attn: Finance and Accounting

AND

Alachua County Procurement Division
12 SE 1st Street
Gainesville, FL 32601
Attn: Contracts

6. Default and Termination.

- 61. The failure of a party to comply with any provision of this Agreement will place that party in default. The party claiming default shall notify the defaulting party in writing.

This notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall have 30 calendar days to cure the default or to enter into an agreement to cure with the complaining party. The County Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Chair is authorized to provide final termination notice on behalf of the County to CTAC. The CTAC Director is authorized to provide written notice of default on behalf of CTAC, and if the default situation is not corrected within the allotted time the CTAC Chair is authorized to provide notice of termination on behalf of CTAC to the County.

62. Additionally, any party may terminate this Agreement without cause by providing no less than 180 calendar days written notice to the other party. The County Manager is authorized to provide written notice of termination on behalf of the County to the CTAC. The CTAC Director is authorized to provide written notice of termination on behalf of CTAC to the County. The Parties will discontinue all services upon the effective date of the termination and any party's recovery against another shall be limited to that portion of the Agreement amount earned through and including the date of termination, but no party shall be entitled to any other or further recovery against another party, including, but not limited to damages, consequential or special damages, or any anticipated fees or profit.
63. Disputes under this Agreement shall be handled in accordance with Chapter 164, Florida Statutes.

7. Project Records.

- 7.1. All records relating in any manner whatsoever to this Agreement that are in the possession of any party shall be made available to the other parties for inspection and copying upon written request, and shall be retained as required by Florida law and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever shall be greater. Additionally, said records shall be made available, upon request by any party, to any state, federal, or other regulatory authorities and any such authority may review, inspect and copy such records, except for any records that are exempt from the Florida Public Records Act.

8. Sovereign Immunity.

- 8.1. The Parties intend to avail themselves of the benefits of §768.28 and §163.01(9)(a), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with §163.01(5)(o), Florida Statutes, therefore, one party shall not be jointly liable for the torts committed by the officers, employees, agents, representative or contractors of the other party. Each party shall be solely responsible for the negligent acts and omissions of its officers, employees, agents, representative and contractors, and then only to the extent of the limited waiver of sovereign immunity or limitation of liability specified in §768.28, Florida Statutes. Nothing in this Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. Assignment of Interest.

91. No party may assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement without prior written consent of the other parties.

10. Successors and Assigns.

101. The County, Clerk and CTAC each bind the others and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement.

11. Third Party Beneficiaries.

- 11.1. This Agreement does not create any relationship with, or any rights in favor of, any third party.

12. Severability.

- 12.1. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

13. Non-Waiver.

- 14.1. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

14. Governing Law and Venue.

- 15.1. This Agreement is governed and construed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from or related to this Agreement shall be in Alachua County.

15. Attachments.

- 15.1. All attachments to this Agreement are incorporated into and made part of this Agreement by reference.

16. Amendments.

- 16.1. The Parties may amend this Agreement only by mutual written agreement that is executed by both Parties and duly recorded in accordance with §163.01(11), Florida Statutes.

17. Captions and Section Headings.

- 17.1. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

18. Construction.

- 18.1. This Agreement shall not be construed more strictly against one party than against the others merely by virtue of the fact that it may have been prepared by one of the

Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.

19. Counterpart.

19.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

20. Recording of Interlocal Agreement and Amendments.

20.1. Upon execution by the Parties hereto, the County shall record this Agreement in the Official Records of Alachua County, Florida, within 10 business days after the execution of this Agreement. All subsequent amendments to this Agreement, if any, shall be recorded in the Official Records of Alachua County, Florida, with 10 business days of the execution of the amendment.

21. Entire Agreement

21.1. This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings or representations.

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be approved by their respective Governing Boards and to be executed and delivered on the day and year first above written.

ALACHUA COUNTY, FLORIDA

CTAC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

+

Alachua County Attorney

CTAC Attorney

ATTEST:

ATTEST:

Alachua County Clerk

CTAC Treasurer

DRAFT

ATTACHMENT A: Duties of CTAC

Pay for services, as outlined in agreement.

DRAFT

ATTACHMENT B: Duties of County

1.1. Risk Management

1.1.1. For purposes of participation in applicable benefits programs.

1.2. Information Technical Services consisting of 1) help desk support, 2) technical consultation 3) hardware standardization 4) data storage 5) computer imaging, 6) phone service, 7) text message archiving, and 8) antivirus protection and network security

1.3. Legal

1.4. Financial Software Hosting Services – New World Technical Support

DRAFT

Attachment C: Risk Management

PARTICIPATION IN COUNTY BENEFITS PLAN

1. The purpose of this Agreement is to allow the employees of CTAC to participate in certain employee benefits offered to employees of the County and other participating government employees pursuant to Alachua County Code Sec. 28.02(b)(2). Those specific benefits offered through the health insurance program including dental, vision, and life insurance coverage. From time to time additional products may be made available to employees covered through the self-insurance plan and CTAC will have the option of having their employees participate to the extent the plan design and the Internal Revenue Code allows.

2. This Agreement shall be in effect until terminated. Either party may terminate the agreement by delivering written notice to as set forth below at least 6 months before the end of a fiscal year which runs from October 1 through September 30. Should CTAC end its participation in this Agreement, it shall be responsible for payment to all benefit vendors through the end of the fiscal year of notice. In the event that at the time of termination any of CTAC's employees/former employees be participating in an extension of benefits through COBRA, CTAC will be responsible for any fees owed beyond the premium collected.

3. The premiums payable per employee shall be fixed from year to year by the Board of County Commissioners upon recommendation of the Alachua County Self Insurance Review Committee. CTAC shall participate in the program at the same per employee cost as the other participants.

Payment shall be made monthly in advance in the full amount of the premium for the employees covered under the plan in the amount provided by Alachua County Risk Management. Payment shall be by check and made out to the Alachua County Board of County Commissioners and delivered to:

J.K. Jess Irby, Esquire
Clerk of the Circuit Court
12 SE 1st Street
Gainesville, Florida 32602
Attn: Finance and Accounting

4. The employee health program is administered through the Alachua County Office of Risk Management and any questions should be directed to that office.

5. Except as otherwise provided herein any notice, shall be provided by U.S. mail to
Alachua County
12 SE 1st Street
Gainesville, Florida 32602
Attn: Risk Management

And
J.K. Jess Irby, Esquire
Clerk of the Circuit Court
12 SE 1st Street
Gainesville, Florida 32602
Attn: Finance and Accounting

As to CTAC

Children's Trust of Alachua County

PO Box 5669
Gainesville, FL 32627

6. This Agreement may be amended by mutual written agreement executed by the parties.
7. This Agreement shall be governed in accordance with the laws of the State of Florida.
8. This Agreement shall take effect once it has been executed by both parties and recorded as required by law.

DRAFT

File Attachments for Item:

5. Agreement with James Moore & Co for Outsourced Human Resource Services



Item:

Agreement with James Moore & Co for Outsourced Human Resource Services

Requested Action:

The Trust is asked to approve the agreement and authorize the Executive Director to execute the agreement.

Background

CTAC Board Policy Chapter 6.60,B,2 allows the CTAC Board to directly authorize the purchase services.

In FY2021, the Executive Director exercised a similar engagement letter with James Moore & Co. for a three (3) month trial period in the amount of \$3000, which is below the purchasing threshold for any sort of competitive solicitation (see Board Policy 6.50,A). The trial period was successful and the Executive Director would like to execute a one-year agreement.

Attachments

Engagement letter with James Moore & Co.

Programmatic Impact:

None

Fiscal Impact:

\$12,000 from account 001.15.1500.513.31.00

Recommendation:

Staff Recommends approval

July 13, 2021

Colin Murphy
Executive Director
Children's Trust of Alachua County
P.O. Box 5669
Gainesville, FL 32601

Dear Colin:

We are pleased to provide Children's Trust of Alachua County (hereinafter "client" or "you") with the professional services described below. This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. This engagement between you and our firm will be governed by the terms of this letter.

Engagement Objectives

You have requested that we perform human resources consulting services as described in Attachment B. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

The sufficiency of the consulting services we provide is solely the responsibility of the client. Consequently, we make no representation regarding the sufficiency of our services. Our recommendations regarding procedures to be performed and the results of the procedures performed are dependent on the accuracy and completeness of the representations and information that we receive from your personnel. Accordingly, inaccurate or incomplete information could result in inaccurate findings or inappropriate recommendations, and critical recommendations may not be identified. Any reports we issue to you as a result of this consulting engagement are solely intended for the use of the client, and should not be used by anyone other than those specified parties. We will not provide any legal services.

Your Responsibilities

You are responsible for all management decisions and responsibilities and for designating an individual, (Colin Murphy), with suitable skills, knowledge, and experience to oversee our human resources consulting services and all other nonattest services that we provide. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

As a condition to our performing the human resources consulting services, you are responsible for:

- accepting responsibility for the results of the services performed, including decisions regarding implementation of any recommendations provided by us,
- making all management decisions and performing all management functions,
- evaluating the adequacy and results of the services performed, and
- establishing and maintaining internal controls as well as monitor ongoing activities.

121 Executive Circle
Daytona Beach, FL 32114-1180
Telephone: 386-257-4100

133 East Indiana Avenue
DeLand, FL 32724-4329
Telephone: 386-738-3300

5931 NW 1st Place
Gainesville, FL 32607-2063
Telephone: 352-378-1331

2477 Tim Gamble Place, Suite 200
Tallahassee, FL 32308-4386
Telephone: 850-386-6184

Children's Trust of Alachua County
July 13, 2021
Page 2

You agree that your management and employees are responsible for the accuracy and reliability of information provided to us, the proper recording of your HR records, the safekeeping of assets and records, and the accuracy of your reports. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal controls as part of this engagement.

Our Responsibilities

We will perform our services in accordance with the Statement on Standards for Consulting Services and the Code of Professional conduct issued by the American Institute of Certified Public Accountants. Such services are not intended to represent an audit, examination, attestation, financial forecast or projection, special report or agreed-upon procedures engagement as those services are defined in AICPA literature applicable to such engagements. Accordingly, these services will not result in the issuance of a written communication to third parties by us regarding financial data or internal controls, expressing a conclusion, or providing any form of assurance.

The engagement is limited to the professional services outlined above. James Moore & Co., P.L., in its sole professional judgement, reserves the right to refuse to take any action that may be construed as making management decisions or performing management functions on your behalf. However, we may provide advice and recommendations to assist management in performing its functions and making decisions.

Our engagement does not include any procedures designed to detect errors, fraud, or theft. Therefore, our engagement cannot be relied upon to disclose such matters.

Other Relevant Information

Julie Kniseley is the service leader for the services specified in this letter. Her responsibilities include supervising James Moore & Company's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign any reports we issue to you as part of this engagement.

Our fee for these services will be billed at \$1,000 per month for HR Solutions Strategic Partnership Subscription Service. This plan provides for Outsourced HR Services as described in Attachment B. The service period for this engagement is October 1, 2021, through September 30, 2022. This engagement will auto-renew on an annual basis. Either party may terminate the engagement in writing with 60 days notice. Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of Children's Trust of Alachua County's records. We will also need your personnel to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, and/or untimely assistance will result in an increase of our fees. Our invoice for these fees are payable upon presentation.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of additional services and the estimated price. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Subject to the provisions of Section 768.28, Fla. Stat. and the limitations set forth therein you agree to release, indemnify, defend, and hold us harmless from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

Children's Trust of Alachua County
July 13, 2021
Page 3

James Moore agrees to indemnify and hold the Trust harmless from any and all suits, claims, actions, proceedings, liabilities, judgments, losses and costs whatsoever (including but not limited to attorneys' fees and litigation costs) arising from gross negligence, or willful misconduct in connection with the performance of its duties performed pursuant to or under the cover of this engagement letter.

Our personnel understand and are sensitive to the confidential treatment of information obtained during engagements. Risks to the security of client information is minimized by means of employee training, physical safeguards (e.g., limiting access to the building and file storage rooms), administrative safeguards (e.g., mandating the use of strong passwords), and technical safeguards (e.g., data encryption and the design and development of secure hardware and software solutions). To mitigate security risks data in all forms (hard copy or electronic/digital) and phases (e.g., acquisition, processing, distribution, transmission, storage and disposal) are analyzed for security risks, and security measures are put into place.

James Moore acknowledges that this matter is governed by the Florida Public Records law.

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:

EMAIL: pulicrecordrequests@childrenstrustofalachuacounty.us

PHONE: (352) 374-1830

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

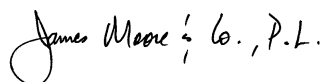
This engagement letter may be terminated by either party for noncompliance with the terms as noted in this engagement letter. The parties will provide 60 days' notice of their intention to terminate the engagement. This engagement may be renewed for an additional year at the option of both parties. Any renewal will be evidenced by an engagement letter. This agreement may be terminated by the Trust for convenience with 30 days notice. No fees shall be due for services rendered after termination of the agreement

We look forward to a continued relationship with your organization, and we are available to discuss the contents of this letter or other professional services you may desire.

This engagement letter includes the attached James Moore & Co., P.L. Standard Terms and Conditions as Attachment A which is incorporated and made a part of this engagement letter by reference.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein and to perform a compilation engagement with respect to those same financial statements, and our respective responsibilities.

Very truly yours,



JAMES MOORE & CO., P.L.

Children's Trust of Alachua County
July 13, 2021
Page 4

The services described in the foregoing letter are in accordance with our requirements. The terms described in the letter are acceptable to us and are hereby agreed to.

CHILDREN'S TRUST OF ALACHUA COUNTY

By: _____

Title: _____

Date: _____

Attachment A
James Moore and Co., P.L.
Standard Terms and Conditions

The terms and conditions set forth below are incorporated into the engagement letter agreement pursuant to which James Moore & Co., P.L. (“JMCO”, the “Firm”) will provide services to Children’s Trust of Alachua County (“Client”).

1. **Management’s Responsibilities**—Management of Client is responsible for establishing and maintaining an effective internal control system. JMCO services may include advice and recommendations which management may or may not adopt. Client’s management shall be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by JMCO, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports, or other work product or deliveries to Client. Management is responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts affecting the engagement to us. Client should retain all the documents, canceled checks, and other data that form the basis of income and deductions. If the engagement also includes tax services, these records may be necessary to prove the accuracy and completeness of tax returns to a taxing authority. Client has final responsibility for the tax return(s) and; therefore should review the return(s) carefully before signing and filing.
2. **Responsible Person**—Client designates the individual signing the engagement letter (“Representative”) as the individual to whom JMCO should look to provide information, communicate, answer questions and make elections. Client understands that JMCO will rely on the Representative designated above and that decisions by the Representative may be beneficial to some and detrimental to others. JMCO is directed to rely on the Representative for all Client decisions including but not limited to tax treatments, allocation of income and expense items, tax elections and accounting treatments. All communication with the Representative is deemed to be communication with Client.
3. **Advice in Writing**—JMCO only provides advice for Client to rely upon in writing. Casual discussions of tax, accounting or other issues and informal communication are not advice upon which Client can rely. Client agrees that the only advice from JMCO upon which Client may rely is written advice received from JMCO on our letterhead or via e-mail.
4. **Unencrypted E-Mail Use Authorized for Communication**—In connection with this engagement, JMCO may communicate with Client or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, JMCO cannot guarantee or warrant that e-mails from JMCO will be properly delivered and read only by the addressee. Therefore, JMCO specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted by JMCO in connection with the performance of this engagement. In that regard, Client agrees that JMCO shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information. During the term of this engagement Client may elect by notification in writing to JMCO to suspend or terminate the use of e-mail.

5. **Cooperation**—Client agrees to cooperate with JMCO in the performance of JMCO services for the Client, including providing JMCO with reasonable facilities and timely access to Client’s data, information and personnel. Client shall be responsible for the performance of Client’s employees and agents and for the accuracy and completeness of all data and information provided to JMCO for purposes of this engagement. In the event that JMCO is unable to obtain required information on a timely basis JMCO may revise its estimate of fees, alter the services required and/or terminate the engagement.
6. **Independent Contractor**—Client and JMCO are both independent contractors and neither Client nor JMCO are, or shall be considered to be, an agent, distributor or representative of the other. Neither Client nor JMCO shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf, or in the name of, the other.
7. **Payment of Invoices**—JMCO will bill Client for professional services, expenses, and out-of-pocket costs on a monthly basis. Payment is due within 30 days of the date on the billing statement. JMCO reserves the right to suspend work or terminate the engagement in the event that payment is not received within 30 days of the date on the billing statement. JMCO may also suspend work or terminate the engagement if information furnished is not satisfactory for JMCO to perform work on a timely basis. JMCO will notify Client if work is suspended or terminated. If JMCO elects to terminate the engagement for nonpayment or for any other reason provided for in this letter, the engagement will be deemed to have been completed for purposes of payment being due from Client. Upon written notification of termination, even if JMCO has not released work product, Client will be obligated to compensate JMCO for all time expended and to reimburse JMCO for all out-of-pocket costs through the date of termination. Suspension of work or termination of the engagement may result in missed deadlines, penalties/interest along with other consequences and Client agrees that suspended work or termination of the engagement shall not entitle Client to recover damages from JMCO. All fees, charges and other amounts payable to JMCO hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties, payment of which shall be the sole responsibility of Client, excluding any applicable taxes based on JMCO’s net income or taxes arising from the employment or independent contractor relationship between JMCO and JMCO’s personnel. A late payment charge of 1½% per month will be assessed on any balance that remains unpaid after deduction of current payments, credits, and allowances after 90 days from the date of billing. This is an Annual Percentage Rate of 18%.
8. **Confidential & Proprietary Information**—Client and JMCO both acknowledge and agree that all information communicated by one party (the “Disclosing Party”) to the other (the “Receiving Party”) in connection with this engagement shall be received in confidence, shall be used only for purposes of this engagement, and no such confidential information shall be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party, (c) was independently developed by the Receiving Party without violation of this agreement or (d) Client and JMCO agree from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this paragraph as long as it exercises the same level of care to protect the other’s information, except to the extent that applicable law, regulations or professional standards impose a higher requirement. JMCO may retain, subject to the terms of this Paragraph, one copy of Client’s confidential information required for compliance with applicable professional standards or internal policies. If either Client or JMCO receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party’s confidential information, such party shall (if permitted to do so) provide written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives

notice as provided herein, the notifying party shall be entitled to comply with such demands to the extent permitted by law, subject to any protective order or the like that may have been entered in the matter. In the event that Client wishes to assert a privilege or Client fails to respond and JMCO asserts the privilege on Client's behalf, Client agrees to pay for all expenses incurred by JMCO in defending the privilege, including, by way of illustration only, JMCO's attorney's fees, court costs, outside adviser's costs, penalties and fines imposed as a result of Client asserting the privilege or Client's direction to JMCO to assert the privilege. JMCO's techniques, judgments, methodology and practices relating to its engagement practices are agreed by Client and JMCO to constitute proprietary confidential business information in the nature of trade secrets, security measures, systems and procedures which are in the nature of competitive interests which would impair the competitive business of JMCO should the information be released.

9. **Disclosures**—Certain communications involving advice are privileged and not subject to disclosure. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, Client, Client's employees or Client's agents may be waiving this privilege. To protect this right to privileged communication, please consult with JMCO or an attorney prior to disclosing any information about JMCO advice. Should Client determine that it is appropriate for JMCO to disclose any potentially privileged communication; Client agrees to provide JMCO with written, advance authority to make that disclosure.
10. **Force Majeure**—Neither Client nor JMCO shall be liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.
11. **Document Retention and Ownership**—The parties agree that JMCO will endeavor to retain documents and records in accordance with the Firm's Record Retention and Destruction Policy or the retention period required by Florida Law or the requirements of any grants received by the Trust for which they are given notice. Client agrees that after the specified period of retention expires (typically seven (7) years), documents and records may not be available. However, the related engagement records will not be destroyed regardless of the retention period, if JMCO has knowledge of potential or pending legal action and/or investigation by a regulatory agency, and it has been determined by the Firm that the records in question are relevant to said legal action and/or investigation. If it is determined that the records in question are relevant to the legal action and/or investigation, the Firm will impose a litigation hold on the records thereby suspending the scheduled destruction of the records. As potential or pending legal action or an investigation may not be public knowledge, we request that you inform us of any such legal action or investigation in a timely manner. Likewise, we request that you inform us when all legal action or investigation has been concluded so that the Firm can release the litigation hold and the records related to our engagement can be destroyed in accordance with our Record Retention and Destruction Policy. JMCO does not retain original client records or documents. Records prepared by us specifically for you as part of this engagement (for example, financial statements and other financial reports, tax returns, general ledgers, depreciation schedules, etc.) and other supporting records prepared by us (for example, adjusting entries and related support, data combining schedules, calculations supporting amounts in tax returns and financial statements, letters, memos and electronic mail, etc.) will remain part of the engagement records. When any records are returned or provided to you, it is your responsibility to retain and protect them for possible future use, including potential examination by any government or regulatory agencies. JMCO owns and retains the rights to JMCO's internal working papers; any information created by JMCO is not the property of Client. In the event that documents are requested by the Representative or any other individual considered by law or regulation to be our client we will furnish the documents readily available in the Client file (which shall not include any obligation on JMCO's part to undertake a search of JMCO's electronic document and email files) to the requesting party.

- 12. Professional Standards**—JMCO will perform this engagement in accordance with the professional standards applicable to the engagement including those standards promulgated by the American Institute of Certified Public Accountants. In the event that issues arise that present a conflict of interest and/or a potential for breach of professional standards it may become necessary to terminate or suspend services of this engagement.
- 13. Use of Third Party Providers**—In the normal course of business, JMCO uses the services of third-parties and individual contractors, which are not employees of JMCO. Those services are performed at various levels and in various aspects of JMCO’s engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement JMCO may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require JMCO to handle confidential information and JMCO expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, JMCO requires those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Client acceptance of this arrangement acknowledges and accepts our handling of confidential Client information including access by third-party and individual service providers.
- 14. Limitation of Liability and Actions**—Neither party may assert against the other party any claim in connection with this engagement unless the asserting party has given the other party written notice of the claim within one (1) year after the asserting party first knew or should have known of the facts giving rise to such claim. Notwithstanding anything to the contrary, JMCO’s maximum aggregate liability in this engagement (regardless of the nature of the any claim asserted, including contract, statute, any form of negligence, tort, strict liability or otherwise and whether asserted by Client, JMCO or others) shall be limited to twice the sum of the fees paid to JMCO during the term of this engagement. In no event shall JMCO be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.) even if JMCO had been advised of their possible existence. This provision shall survive the termination of this agreement.
- 15. Mediation**—Prior to resorting to arbitration or litigation that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement the parties agree to attempt resolution of any dispute in mediation administered by and conducted under the rules of the American Arbitration Association in mediation session(s) in Leon County, Florida. Unless the parties agree in writing to the contrary, the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. The results of any such mediation shall be binding only upon agreement of each party to be bound. Each party may disclose any facts to the other party or to the mediator that it in good faith considers reasonably necessary to resolve the dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in any subsequent proceeding between the parties. The costs of any mediation proceeding shall be shared equally by the participating parties.
- 16. Binding Arbitration**—All disputes not resolved by mediation (as described above) arising out of and/or related to the services and/or relationship with JMCO and Client will be resolved through binding arbitration. The parties agree that they are irrevocably voluntarily waiving the right to a trial by jury by entering into this voluntary binding arbitration agreement. The arbitration proceeding shall take place in Leon County, Florida. The arbitration shall be governed by the provisions of the laws of Florida (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of Florida shall be

applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the American Arbitration Association (AAA), except that discovery shall be limited to identification of witnesses, exchange of expert reports, deposition of experts only, exchange of documents in the Client file and interrogatories and shall not include any exchange of e-mail or any requirement to produce or search for e-mail. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below). For amounts in dispute less than One Million Dollars, the arbitration shall be conducted before a single arbitrator appointed as a neutral by the American Arbitration Association. The single arbitrator shall be both a licensed attorney and a licensed certified public accountant at the time of appointment as the arbitrator. If the amount in dispute is One Million Dollars or more, the arbitration shall be conducted before a panel of three persons, all panel members must be members of the American Arbitration Association's panel of neutrals with one arbitrator selected by each party (party selection shall be completed within twenty days of receipt of the panel nominees from the American Arbitration Association or, failing party selection the panel members shall be appointed by the American Arbitration Association), and the third member of the panel will be selected by the American Arbitration Association and will be licensed as a certified public accountant at the time of appointment to the panel (the "Arbitration Panel"). The party-selected arbitrators shall be treated as neutrals. The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a state or federal court. The parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award the Arbitration Panel shall issue a reasoned award. The arbitration panel is directed to award attorneys' fees and costs along with the costs of the arbitration proceeding to the prevailing party as determined by the Arbitration Panel. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same Dispute would be barred by the applicable statute of limitations or statute of repose or this agreement. For the purposes of applying the statute of limitations or repose or this agreement, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such Dispute.

17. **Employees**—Both Client and JMCO agree that they will not employ any employee of the other within one year of the employee's last day of employment with the other, unless mutually agreed upon in writing. Employment of a former employee within one year of the employee leaving the other party may cause significant economic losses and/or breach of professional standards for JMCO and potential economic loss and/or potential conflicts of interest for Client.

- 18. Posting and Distribution of Information**—JMCO’s permission is required prior to distribution or posting of JMCO work product. If Client plans to distribute or post online any of JMCO’s work product, a copy of the document, reproduction master or proof will be submitted to JMCO not less than seven days prior to distribution or posting to provide JMCO sufficient time for our reading and approval prior to distribution or posting. If, in our professional judgment, the circumstances require, we may withhold our written consent. Client agrees that prior to posting an electronic copy of any of JMCO’s work product, including but not limited to financial statements and our report(s) thereon, that Client will ensure that there are no differences in content between the electronic version posted and the original signed version provided to management by JMCO. Client agrees to indemnify JMCO, defend using counsel of JMCO’s choosing and hold JMCO harmless from any and all claims that may arise from any differences between electronic and original signed versions of JMCO’s work product.
- 19. Assignment**—Neither party may assign any of its rights or obligations under the terms of this engagement without the prior written consent to the other.
- 20. Additional Work**—From time to time Client may request that JMCO undertake to complete additional work. In the event that such work is undertaken without a separate written engagement understanding then the terms of this engagement letter shall govern the additional work.
- 21. Entire Agreement**—This engagement letter constitutes the entire understanding between the parties regarding the JMCO services and supersedes all prior understandings relating to JMCO services. No amendment, modification, waiver or discharge of the terms of this engagement letter shall be valid unless in writing and signed by authorized representatives of both parties. This understanding has been entered into solely between Client and JMCO, and no third-party beneficiaries are created hereby. In the event any provision(s) of the terms of this document shall be invalidated or otherwise deemed unenforceable, such finding shall not cause the remainder of this document to become unenforceable. The proper venue for all actions involving the relationship between JMCO and Client are the tribunals of principal jurisdiction in Leon County, Florida. This engagement and the relationship between the parties shall be construed and enforced in accordance with, and governed by Florida law without giving effect to Florida’s choice of law principles. This document may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this document must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties and all other persons or entities required by law. An electronically transmitted signature or acknowledgment will be deemed an acceptable original for purposes of binding the party providing such electronic signature.

A PROPOSAL TO PROVIDE HR SOLUTIONS

Children's Trust

OUR SOLUTIONS

At James Moore, we make sure the services we provide are suited to your organization. Based on our discussion of your needs, we would like to propose the following services:

Strategic Partnership

A complete, full-service solution to handle all of your human resources needs.

- Exclusive access to our HR client portal
- A complete outsourced HR department (with dedicated HR director) that aligns with company culture
- Performance of day-to-day HR activities including recruiting, onboarding, benefits administration, terminations, and other transactional activities
- Creation and maintenance of handbook and policies
- Employee performance, relations, and disciplinary activities
- Collaboration with your leadership team on strategic planning
- Regular on-site visits

Pricing

The services above will be provided at a fee of \$1,000/month. (A 12-month contract is required.)



File Attachments for Item:

6. Revisions to the Employee Handbook and Chapters 4 & 6 of CTAC Board Policies

**Item:**

Revisions to the Employee Handbook and Chapters 4 & 6 of CTAC Board Policies

Requested Action:

The Trust is asked to approve the revisions.

Background

In February, 2021 the CTAC Board voted to form a Governance Committee to complete a comprehensive set of Board policies. At the time of the posting of the agenda for the September 27, 2021 Board meeting, the Governance Committee was scheduled to meet on September 23, 2021. The Executive Director placed on the agenda for the Governance Committee Resolutions 2021-17, 2021-18, and 2021-19 recommending revisions to the Employee Handbook, CTAC's investment policies, and CTAC's procurement policies.

Attachments

Resolution 2021-17 – Employee Handbook
Resolution 2021-18 – Investment Management
Resolution 2021-19 - Procurement

Programmatic Impact:

None

Fiscal Impact:

None

Recommendation:

Staff Recommends approval

**CHILDREN'S TRUST OF ALACHUA COUNTY
RESOLUTION 2021-17**

REVISIONS TO THE EMPLOYEE HANDBOOK

WHEREAS, the Children's Trust of Alachua County (CTAC) has established a Governance Committee to review the policies of the CTAC; and

WHEREAS, the CTAC adopted an Employee Handbook in August, 2020; and

WHEREAS, the Employee Handbook is a policy document of the CTAC; and

WHEREAS, the Employee Handbook has been reviewed by outside legal counsel, the CTAC's Human Resources consultant, and the Governance Committee; and

WHEREAS, revisions have been recommended to the Employee Handbook;

NOW THEREFORE, be it ordained by the Board of the Children's Trust of Alachua County, in the State of Florida, as follows:

SECTION 1: AMENDMENT “1.50 OUR EMPLOYEE RELATIONS PHILOSOPHY” of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

1.50 OUR EMPLOYEE RELATIONS PHILOSOPHY

We are dedicated to continuing what we believe to be an excellent employee relations program. We will do our best to maintain good working conditions, competitive wages and benefits, open communications, and employee involvement. We know that our reputation is a direct result of the loyalty, commitment, and continued efforts of our employees. We sincerely believe that our success will be in no small part to the cooperative relationship between the CTAC and our employees.

If there is something about your job that is bothering you, let’s get it out in the open and discuss it. We cannot answer your question or solve your problem unless you tell us what it is, we can do. Our “Problem Solving Procedure” offers all employees the freedom to discuss anything they wish with their supervisors. Whenever you have a problem, it can usually be resolved by following these steps:

- A. Any concern should first be discussed with your immediate supervisor. Very often, your supervisor is in the best position to handle your problem satisfactorily.
- B. If your supervisor cannot solve the problem or if you are not satisfied after Step 1, you

- should request to speak to your next level Manager.
- C. If you still feel the need to speak to other members of management after you have spoken with your supervisor and the next level Manager, we encourage you to speak to the Executive Director or Human Resources.
- D. In the event you have a concern, and for personal reasons you cannot follow the steps in this procedure, you may request to go directly to the Executive Director or Human Resources. The Executive Director is available for advice and assistance in solving your problem at any time.
- E. In the event you have a concern or issue with the Executive Director, you may speak with Human Resources directly.

When you inform us of a concern or problem, we will try to answer you as soon as possible under the circumstances.

SECTION 2: AMENDMENT “2.40 BIOMETRIC INFORMATION” of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

2.40 BIOMETRIC INFORMATION

CTAC may use biometric information (retina or iris scan, fingerprint, voiceprint, or scan of hand) for building access, office access, work time data collection or attendance data collection. CTAC does not store your biometric information and collects it solely for legitimate work-related purposes. Once the need for the biometric data has been satisfied, such as when employment ends, the data is permanently destroyed. Employees are free to decline to use the provided biometric scanners without any adverse employment action and CTAC will use alternative means of access and information collection. Additionally, at any time during employment, employees may revoke their consent to use biometric scanners by providing written notice to ~~the Finance and Administration Manager~~ Human Resources. By executing the handbook acknowledgement and using the biometric scanners in place at CTAC, you are providing your consent and authorization for CTAC to use your biometric data for the specific purposes stated above.

SECTION 3: AMENDMENT “2.60 INTRODUCTORY PERIOD” of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

2.60 INTRODUCTORY PERIOD

For every new employee, the first 90 days of full-time employment is an introductory period for both you and the CTAC. During this time, you will have the opportunity to learn about the CTAC, your job, and your new surroundings. Your supervisor will be available to answer any questions that you may have. During this period your job performance, attendance, attitude, and overall interest in your job will be carefully reviewed by your supervisor. The CTAC will then evaluate your performance and make a decision concerning your continued employment. If, as a result of an illness or injury, you are absent from work for more than five days during your introductory period, we may choose to extend your introductory period as necessary to give you a fair opportunity to demonstrate your ability to do the job. ~~If your introductory period is extended, you will be notified.~~ Should an employee’s performance become unsatisfactory at any time during this introductory period, the employee will be subject to disciplinary counseling up to discharge at that time. ~~If CTAC terminates an employee for unsatisfactory work performance during their introductory period, CTAC’s account will not be charged for unemployment benefits.~~ Completion of the introductory period does not confer any expectation of continuation in employment; continuation depends on the needs of CTAC and the performance and conduct of the employee.

SECTION 4: AMENDMENT “2.90 EMPLOYMENT REFERENCE PROHIBITION” of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

2.90 EMPLOYMENT REFERENCE PROHIBITION

The CTAC prohibits leaders and employees alike from providing employment reference information to third parties, including prospective employers. Any and all solicitations for reference information should be immediately directed to ~~the Finance and Administration Manager for appropriate management~~ Human Resources. ~~The Finance and Administration Manager~~ Human Resources shall only provide a former employee’s position title, dates of employment, and whether such employee is eligible to be rehired absent court mandate or a contractual agreement to the contrary. Such policy has been designed to protect both employees and the CTAC from liability.

SECTION 5: ADOPTION “4.15 FLOATING HOLIDAYS” of the Children's Trust of Alachua County Employee Handbook is hereby *added* as follows:

ADOPTION

4.15 FLOATING HOLIDAYS(*Added*)

Every employee shall be issued two floating holidays each fiscal year. Floating holidays may not be used during the introductory period. Floating holidays are in addition to the recognized CTAC holidays in Section 8.60. The use of floating holidays is subject to the approval of your supervisor.

SECTION 6: AMENDMENT “4.20 SICK LEAVE” of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

4.20 SICK LEAVE

- A. Granting Leave. Full time employees assigned to a 40-hour work week shall earn four hours of paid sick leave per pay period. Sick leave shall accrue immediately and may be used during the introductory period if necessary.
- B. Accrual of Leave. Sick leave shall be earned as of the last day in the pay period and shall accrue provided the employee is in active pay status for at least 75% of the pay period.
- C. Using Leave. All requests for sick leave shall be in writing and approved by the appropriate supervisor or designee prior to use; however, in the event prior notification is not possible, an employee must immediately contact the employee’s supervisor regarding the intended absence.
 - 1. An employee shall be granted sick leave only for those hours accrued prior to or during the pay period. Approval of sick leave requests is at the discretion of the supervisor.
 - 2. Any request for which the Family/Medical Leave Act (FMLA) may be applicable must be approved pending certification of the sick leave instance as FMLA. the leave will not be coded as FMLA until the medical certification designating the illness or injury as FMLA is received from the employee's medical provider.
 - 3. Sick leave may only be utilized for employee illness, injury, disability, pregnancy, pregnancy related conditions or quarantine by health authorities or a physician. Sick leave may also be used by the employee to care for an immediate family member because of an illness, injury, disability, pregnancy, pregnancy related conditions or quarantine by health authorities or a physician.
 - 4. Sick leave may be used for the employee's doctor/dental appointments or other foreseeable medical appointments/treatment only if prior supervisory approval has been obtained. Sick leave may be used to transport or accompany the employee's immediate family member to doctor/dental appointments or for other foreseeable medical appointments/treatment only if prior supervisory approval has been obtained.
 - 5. An employee may be required to supply proof of sickness, injury, or disability.

Reasons for requiring proof may include, but are not limited to:

- a. A pattern of use of sick leave in conjunction with a holiday, use of annual leave, days off, weekends, work assignment deadlines, etc.
 - b. If the employee is sent to a physician of the Trust's choosing for the purpose of providing proof of illness or ability to perform at work, the Trust will pay the expenses. Upon exhaustion of sick leave, an employee may request use of accumulated vacation leave rather than applying for leave without pay.
- D. Pregnancy. The sick leave policy is applicable to pregnancy, childbirth, miscarriage, or recovery from any of these conditions.
1. Should pregnancy, childbirth, or miscarriage result in sickness to the mother or child(ren), a spouse may use sick leave to care for the mother or child(ren).
 2. The parents may, for up to six weeks, use sick leave for the recovery of the mother after birth.
 3. Medical documentation is required to use sick leave for more than six weeks after birth.
- E. Compensation for Unused Leave. Upon separation and with ten (10) years of continuous service upon separation the employee will be entitled to payment at the employee's current pay rate for 25% of all unused, accrued sick leave up to a maximum payout of 250 hours (1,000 hour accrual).

SECTION 7: AMENDMENT "4.60 MEDICAL LEAVE OF ABSENCE"
of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

4.60 MEDICAL LEAVE OF ABSENCE

Full-time employees who have completed their introductory period are eligible for unpaid leaves of absence for medical reasons. Medical reasons may include illness, injury, medical and surgical procedures, pregnancy, childbirth, and related medical conditions. Employees must request a leave of absence if they will be unable to work for medical reasons for a period in excess of seven consecutive days. Such requests must be accompanied by a statement, acceptable to CTAC, from the employee’s physician or a CTAC-approved physician indicating that the employee is unable to return to work. CTAC retains the right to have employees on a leave of absence examined by a physician of CTAC's choice. However, in no event may an employee’s total leave of absence exceed six months in any 12-month period. During a medical leave of absence, you can keep your insurance benefits in effect by paying the appropriate premiums, subject to policy terms and conditions. Please make arrangements with the ~~Finance and Administration Manager~~ CTAC Finance and Administration department for these payments. Upon the employee’s return from medical leave of absence, we will attempt to return the employee to their regular job if it is available. If it is not available, the employee will be placed on a similar job for which the employee is qualified, if such a job is available. If no jobs are available at the time, the returning employee will be given preferential consideration for any position for which they apply. Failure to report to work as scheduled following a leave shall be cause for dismissal. Time spent on leaves of absence will not be used for computing benefits such as vacation or holidays.

SECTION 8: AMENDMENT “5.120 GIFT REPORTING” of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

5.120 GIFT REPORTING

CTAC employees are prohibited from soliciting or accepting cash or gratuities of any amount from any person or entity doing business with CTAC. Additionally, unless specifically permitted by this policy, CTAC employees are also prohibited from accepting any and all non-cash gifts, including materials, meals, services, travel, entertainment, attendance at a charitable or similar event as a guest at no cost or at unreasonably discounted prices from person or entities proposing to do or actually doing business with the CTAC. The only exceptions to this policy are as follows:

- A. holiday business gifts of value totaling less than twenty-five dollars (\$25) in any single year that are for the shared departmental use or consumption.
- B. occasional meals in connection with actual business.
- C. awards or gifts provided by CTAC in express and open recognition of an employee’s contributions.

All unpermitted gifts must be immediately declined, returned, or discarded. Employees must report to their supervisors and the ~~Finance and Administration Manager~~ Executive Director before the end of each month regarding all gifts received during the month. Employees found in violation of this policy will be subjected to immediate disciplinary action, up to and including termination of employment.

SECTION 9: AMENDMENT “6.10 DEFINITION” of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

A M E N D M E N T

6.10 DEFINITION

~~Harassment is a form of predatory sexual behavior in which a person targets another employee(s) relating to an individual's age, race, color, sex (including same-sex sexual harassment), religion, national origin, gender identity or expression, or sexual orientation, or disability. It constitutes discrimination and is illegal under federal, state, and local laws. For the purposes of this policy, “sexual harassment” is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.~~

~~Title VII of the Civil Rights Act of 1964 recognizes two types of sexual harassment: a) quid pro quo and b) hostile work environment. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, or sexual deficiencies; leering, whistling, or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal, or visual conduct of a sexual nature.~~

~~This policy applies to all employees of CTAC working at all locations. All employees have an obligation to report sexual harassment - even if they are not the victim.~~

~~All workers, including supervisors and managers, will be subject to discipline, up to and including discharge, for any act of sexual harassment they commit.~~

CTAC prohibits sexual harassment and harassment because of race, color, national origin, ancestry, religion, creed, marital status, gender identity, sexual orientation, ADA status, age, or any other basis protected by federal, state, or local law. All such harassment is unlawful and will not be tolerated.

A. Sexual Harassment Defined. Sexual harassment is defined as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when:

1. Submission to the conduct is made a term or condition of employment; or
2. Submission to or rejection of the conduct is used as basis for employment decisions affecting the individual; or
3. The conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment. This definition includes many forms of offensive behavior.
4. Sexual harassment includes, but not limited to:
 - a. Unwanted sexual advances;
 - b. Offering employment benefits in exchange for sexual favors;
 - c. Making or threatening reprisals after a negative response to sexual advances;
 - d. Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
 - e. Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about any employee's body or dress;
 - f. Verbal sexual advances or propositions;
 - g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, or invitations;
 - h. Physical conduct such as touching, assault, or impeding or blocking movements; and
 - i. Retaliation for reporting harassment or threatening to report harassment.
5. It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves co-worker harassment, harassment by a supervisor, or harassment by persons doing business with CTAC

B. Other types of harassment. Prohibited harassment on the basis of race, color, national origin, ancestry, religion, physical or mental disability, marital status, gender identity, sexual orientation, HIV-positive status, age, or any other protected basis, includes behavior similar to sexual harassment, such as:

1. Verbal conduct such as threats, epithets, derogatory comments, or slurs;
2. Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;

- 3. Physical conduct such as assault, unwanted touching, or blocking normal movement; and
- 4. Retaliation for reporting harassment or threatening to report harassment.

SECTION 10: **AMENDMENT** “6.20 EXAMPLES OF PROHIBITED CONDUCT” of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

6.20 EXAMPLES OF PROHIBITED CONDUCT

~~Though sexual harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct include the following:~~

- ~~A. Physical assaults of a sexual nature, such as rape, sexual battery, molestation or attempts to commit these assaults, and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body, or poking another employee's body.~~
- ~~B. Unwelcome sexual advances, propositions, or other sexual comments, such as sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience.~~
- ~~C. Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward.~~
- ~~D. Subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of that employee's sex.~~
- ~~E. Sexual or discriminatory displays or publications anywhere in our workplace by our employees.~~
- ~~F. Retaliation for sexual harassment complaints.~~

SECTION 11: **AMENDMENT** “6.30 RESPONDING TO VIOLATIONS OF THIS POLICY” of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

6.30 RESPONDING TO VIOLATIONS OF THIS POLICY

If an employee believes that they have been subject to sexual harassment or any ~~unwelcome sexual attention~~ other form of harassment, they may address the situation directly and immediately to the harasser, if possible. If the inappropriate conduct does not cease, or if the employee is unable to or uncomfortable with addressing the alleged harasser directly, they should report the incident to their own supervisor or manager. If the inappropriate conduct does not cease, or if the employee is unable to or uncomfortable with addressing the situation with the supervisor or manager, they should report the incident to ~~the Finance and Administration Manager~~ Human Resources. If the Finance and Administration Manager Human Resources is not available or the employee is uncomfortable addressing the situation with the ~~Finance and Administration Director~~ Human Resources, the employee may report the incident to the Executive Director. It is important to report any and all ~~concerns of sexual harassment or~~ sexual conduct to the HR director or a supervisor/manager as soon as possible. Management must be made aware of the situation so that it can conduct an immediate and impartial investigation and take appropriate action to remediate or prevent the prohibited conduct from continuing.

SECTION 12: AMENDMENT “6.50 DISCRETION” of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

6.50 DISCRETION

All inquiries, complaints and investigations are treated discreetly. Information is revealed strictly on a need-to-know basis. Information contained in a formal complaint is closely contained. All information pertaining to a sexual harassment complaint or investigation is maintained by Human Resources ~~in the HR director in~~ secure files. The HR director can answer any questions relating to the procedures for handling information related to sexual harassment complaints and investigations to complainants and respondents.

SECTION 13: ADOPTION “6.60 WHISTLEBLOWER AND RETALIATION POLICY” of the Children's Trust of Alachua County Employee Handbook is hereby *added* as follows:

ADOPTION

6.60 WHISTLEBLOWER AND RETALIATION POLICY (*Added*)

The objective of this policy is to ensure that The Children’s Trust of Alachua County maintains an effective, easy-to-use mechanism for employees to raise concerns regarding potentially unlawful or unethical behavior of any kind within the organization and that ensures protection against retaliation for the whistleblower. Employees will not be penalized in any employment action for engaging in any protective activity including making a complaint, making a discrimination claim, participating in an investigation, taking protected leave, asking for an accommodation for a disability, and/or making a claim for workers’ compensation benefits. The Organization’s policy is that no retaliation shall occur against any employee who reports a concern about potentially unlawful or unethical conduct (“Whistleblower”). Each employee has an obligation and responsibility to report in accordance with this Whistleblower Policy: (a) questionable or improper accounting or auditing practices, (b) suspected unlawful conduct, and (c) violations or suspected violations of o policy (collectively referred to as “Concerns” from this point forward).

- A. **No Retaliation.** This policy is intended to encourage and enable employees to raise Concerns for prompt internal investigation and appropriate action. No employee who in good faith reports a Concern shall be subject to retaliation in any form for making the report. An employee who retaliates against someone who has made a good faith report about a Concern is subject to discipline up to and including termination of employment. It is, however, important to communicate that no employee, regardless of whether the employee has made a report, is otherwise exempt from fully complying with the policies of the Organization and the expectations of his or her position. Further, raising concerns as described in this policy will not prevent an employee from receiving correction or discipline if the employee is also involved in the behavior about which the concern is raised.
- B. **Reporting Concerns.** In most cases, employees should first discuss their Concern with their immediate supervisor. If, after speaking with his or her supervisor, the employee continues to have reasonable grounds to believe the Concern is valid and the supervisor is not responsive or if the immediate supervisor is part of the Concern, the employee should then report the Concern (in writing or orally) to the Human Resources. If the Human Resources is a subject of the Concern, or if the employee is uncomfortable speaking with his or her supervisor or the Human Resources Manager for any reason, the employee should report his or her Concern to the Executive Director. If the Executive Director is the subject of the Concern, the Concern should be reported to the Chairman of the Board.
- C. **Handling of Reported Concerns.**
1. **Investigation Procedure.** All Concerns will be dealt with promptly and in a manner intended to protect confidentiality, consistent with the need to conduct a full and fair investigation.
 - a. **Concerns Not Involving the Human Resources or the Executive Director:** Following a preliminary assessment, if the individual initially receiving the Concern believes the Concern warrants further investigation, then Human Resources shall be responsible for investigating the Concern and reporting the results of this further investigation to the referring supervisor/manager or to a higher level

- management or the Executive Director, as appropriate. If the investigation indicates that there has been or likely has been a violation of law, accounting or audit standards, or organization's policy, then the individual who receives the report of the results of the investigation shall consult with the Human Resources Manager or Executive Director to determine the appropriate follow-up action and conclusion.
- b. Concerns Involving the Human Resources: If the Human Resources is the subject of the Concern, the Executive Director shall conduct a preliminary assessment. If the preliminary assessment reveals that the Concern warrants further investigation, then the Executive Director shall consult with CTAC Attorney to further investigate the Concern. The Executive Director shall then determine the appropriate follow-up action and conclusion.
- c. Concerns Involving the Executive Director: If the Executive Director is the subject of the Concern, the Chairman will consult Human Resources and organization attorneys to determine appropriate assessment. If the preliminary assessment reveals that the Concern warrants further investigation, then the CTAC attorney and Chairman shall outsource the investigation to third party. The Chairman shall then report back to the full Board on the results of the investigation for appropriate follow-up action and conclusion.
2. Follow-up with Whistleblower: The Whistleblower (employee) will be informed of the progress and/or outcome of the investigation unless: (1) the Whistleblower expressly indicates his or her preference not to be informed, (2) this would be detrimental to the Whistleblower, the CTAC, or the investigation, or (3) there are other, sound reasons not to inform the Whistleblower. The individual responsible for investigating the Concern is also responsible for determining whether follow-up with the Whistleblower would be detrimental or whether other reasons exist not to inform the Whistleblower. The individual is also responsible for informing the Whistleblower if the Concern has been resolved or closed.
3. Cooperation: All employees are required to cooperate in the investigation of Concerns, which may include steps such as personal interviews, sworn statements and requests for and review of documents. Employees must not discuss the investigation, including any interviews or document requests, with anyone unless specifically instructed that they may do so.
- D. Acting in Good Faith.** Anyone reporting a concern must act in good faith and have reasonable grounds for believing the information provided in a reported Concern indicates a violation of law, accounting or audit standards, or the Trust's policy. *(The act of making allegations that prove to be unsubstantiated, or which are made maliciously, recklessly, or with knowledge of their falsity, will be reviewed as a serious disciplinary offense.)*
- E. Limited Confidentiality.** Reports of Concerns, and any investigations regarding

Concerns, shall be kept confidential to the extent possible and lawful, consistent with the need to conduct an adequate investigation.

It is the responsibility of all directors, officers, and employees to comply with this policy and report Concerns in accordance with this policy.

SECTION 14: AMENDMENT “7.10 DIVERSITY EQUITY AND INCLUSION” of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

7.10 DIVERSITY EQUITY AND INCLUSION

CTAC is committed to fostering, cultivating and preserving a culture of diversity, equity and inclusion. Our employees are the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and organization’s achievement as well.

We embrace and encourage our employees’ differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique. CTAC’s diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees’ varying needs.
- Employer and employee contributions to the communities

All employees of CTAC have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other company-sponsored and participative events. All employees are also required to attend and complete annual diversity awareness training to enhance their knowledge to fulfill this responsibility.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action. Employees who believe they have been subjected to any kind of discrimination that conflicts with the company's diversity policy and initiatives should seek assistance from a supervisor or an HR representative.

SECTION 15:AMENDMENT “7.63 CONTAGIOUS ILLNESS” of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

7.63 CONTAGIOUS ILLNESS

CTAC owes an obligation to the entire workforce to prohibit employees who have an infectious condition, illness, or injury from working until such time that an infected employee is able to produce written verification from a licensed physician that the condition is no longer contagious. CTAC shall work with immense diligence to protect the private health information of the infected employee; however, all employees must also recognize the need to alert other employees of infectious conditions that may have impacted others, particularly those with sensitive medical conditions including pregnancy, immune deficiency conditions, etc. Records of employee medical examinations shall be kept in a separate and confidential file. Employees with contagious conditions that may pose health risks to others agree that they will report such conditions to the Finance and Administration Manager for appropriate guidance and management immediately upon learning of the condition. An employee who reports for duty with a suspected infectious condition shall be sent home and referred to their personal physician for further evaluation. Following the medical evaluation, the employee may return to work with a physician's statement that indicates the employee is free of an infectious condition. When reporting for duty after recovering from an infectious condition, the employee shall present the physician's statement to ~~Finance and Administration~~ Human Resources that states the employee is free of the infectious condition before being allowed to return to work. No employee shall return to work who has a temperature elevation, draining skin lesions, a communicable rash, or a communicable disease. Such employees may pose a direct threat to the health and safety of the other employees and our customers.

SECTION 16: ADOPTION “8.120 TRAVEL FOR NON-EXEMPT EMPLOYEES” of the Children's Trust of Alachua County Employee Handbook is hereby *added* as follows:

ADOPTION

8.120 TRAVEL FOR NON-EXEMPT EMPLOYEES(*Added*)

The purpose of this policy is to outline pay rules that apply to nonexempt employees when traveling on company business.

Employees in positions classified as nonexempt (overtime eligible) under the Fair Labor Standards Act may be eligible for compensation for the time they spend traveling. The compensation an employee receives depends on the kind of travel and whether the travel time takes place within normal work hours.

“Normal work hours,” for the purposes of this policy, are defined as an employee’s regularly scheduled work hours (e.g., 8:30 a.m. to 5:30 p.m.). This definition applies to normal workdays (Monday through Friday) and to weekends (Saturday and Sunday). Employees with variable work hours will have their normal work hours defined by human resources prior to travel, based on a review of time records over the previous month.

“Travel time” is defined according to the type of travel involved:

- **Travel for a one-day assignment in another city:** An employee who regularly works at a fixed location and is given a special one-day assignment in another city and returns home the same day will be paid for the time spent traveling to and from the other city, except for the time the employee would normally spend commuting to and from the regular worksite.
- **Travel during the workday:** Time spent by an employee traveling as part of his or her regular job duties, such as travel from jobsite to jobsite during the workday, is work time and will be paid as such.
- **Travel away from home:** Travel that keeps an employee away from home overnight is travel away from home. Travel time that takes place within normal work hours, regardless of the day of the week, is treated as work hours. When an employee travels between time zones, the time zone associated with the point of departure should be used to determine whether the travel falls within normal work hours. Time spent traveling from home to an airport terminal or train station is considered commute time and is not treated as hours worked. Time spent waiting at a terminal until arrival at the destination is compensable when it falls during normal work hours.
- **Travel time as the driver of an automobile:** All authorized travel time spent driving an automobile (as the driver, not as a passenger) is treated as work hours, regardless of whether the travel takes place within normal work hours or outside normal work hours

If an employee requests a specific travel itinerary or mode of transportation that is different from the one authorized by the company, only the estimated travel time associated with the itinerary and mode of transportation that has been authorized will be eligible for compensation. For example, if an employee drives a car as a matter of personal preference when an authorized flight or other travel mode is available, and the travel time by car would exceed that of the authorized mode, only the estimated travel time associated with the authorized mode will be compensated.

Travel time as a passenger in an automobile is not automatically treated as work hours. Travel as a passenger in an automobile is treated the same as all other forms of travel.

Calculating and Reporting Travel Time

Employees are responsible for accurately tracking, calculating and reporting travel time on their time sheets in accordance with this policy. Meal periods should be deducted from all travel time.

SECTION 17: AMENDMENT “9.20 COMMUNICATION AND COMPUTER SYSTEMS SECURITY AND USAGE” of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

9.20 COMMUNICATION AND COMPUTER SYSTEMS SECURITY AND USAGE

- A. Policy Overview This policy contains guidelines for the use, access, and disclosure of communications (including, among other things, telephone, mail, e mail, voice mail, desk and laptop computers, pagers, mobile phones, faxes or facsimiles, Internet, and intranet) sent or received by employees using any CTAC provided Communication or Computer Systems (“Systems”).
- B. Confidentiality and Acceptable Systems Usage The CTAC’s Systems are intended for CTAC business only. All information transmitted or stored in CTAC Systems (e.g., client lists, documents relating to policies and procedures) is the sole and exclusive property of the CTAC and should be treated as confidential. Such information may not be disclosed to any person outside of the CTAC nor may any such information be removed from our premises without the express permission of the ~~Finance and Administration Manager or~~ Executive Director. Employees are strictly prohibited from accessing, reading, and copying data or information stored in the Systems, and from accessing, reading, and copying communications not directed to them without prior authorization. **ALL SYSTEMS MESSAGES ARE CTAC RECORDS. THE CONTENTS OF OUR SYSTEMS MAY BE DISCLOSED TO THE CHILDREN'S TRUST OF ALACHUA COUNTY WITHOUT YOUR PERMISSION. THEREFORE, YOU SHOULD NOT ASSUME THAT**

MESSAGES AND COMMUNICATIONS ARE CONFIDENTIAL.

- C. Management's Right to Access Information Our Computer, Telephone, and Communication hardware and software systems have been installed and are used to facilitate business communications. Although each employee has an individual password to access these Systems, they belong to the CTAC and the contents of all communications are accessible by management for any business purpose. CTAC reserves the right to monitor, and will periodically monitor, its Systems in order to ensure compliance with this Policy. Employees are strictly prohibited from placing personal passwords on any CTAC System for the purpose of preventing such monitoring. **EMPLOYEES SHOULD NOT CONSIDER ANY MATERIALS TRANSMITTED OR STORED IN CTAC SYSTEMS TO BE PRIVATE.** The CTAC reserves the right to limit or prohibit employee use of electronic communications when necessary to ensure organizational production or to discipline employees for performance-related reasons.
- D. Personal Use of the CTAC's Communication and Computer Systems
1. General Usage Because personal communications can be accessed without prior notice, employees should not use CTAC's Systems to transmit any messages, or to access any information, which you would not want a third party to see. Although incidental and occasional personal use of our Systems is permitted, any such personal use will be treated the same as all other communications under this Policy. However, employees are at all times strictly prohibited from accessing or downloading information from the Internet for personal use.
 2. Telephone Usage The Telephone Systems (including voicemail) at CTAC are the property of CTAC and are provided for business purposes. The CTAC may periodically monitor the usage of the telephone systems to ensure compliance with this policy. **THEREFORE, EMPLOYEES SHOULD NOT CONSIDER THEIR CONVERSATIONS ON THE CTAC'S TELEPHONE SYSTEMS TO BE PRIVATE.**
 3. Personal Mail All mail which is delivered to the CTAC is presumed to be related to CTAC business. Mail sent to you at CTAC will be opened by the office and routed to your department. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home.
- E. Forbidden Use and Content of Communications You may not use our Systems in any way that may be seen as insulting, disruptive, offensive, or harmful to morale. Examples of prohibited, non-business purposes include, but are not limited to, use of the CTAC's Systems:
1. to convey insensitive, improper, derogatory, insulting, threatening, or harassing language or remarks, sexually explicit messages, cartoons, jokes, or other potentially offensive material;
 2. to send propositions, love letters, or any other message that could be construed to be harassment or disparagement of others in violation of our policy against harassment;
 3. to write personal letters, resumes, or other documents unrelated to CTAC business;

4. to run computer games or other personal software, or copy such software;
 5. as a forum for gossip or personal communications. CTAC may monitor employee use of computers and email for any and all legitimate management purposes. Such purposes include the assurance of employee production, the prevention of illegal harassment and other unethical behaviors, and all other reasons necessary to best ensure that the mission of the CTAC is met. Employees should not expect any privacy when using CTAC computers or email.
- F. Password and Encryption Key Security and Integrity All Systems passwords and encryption keys must be available to the CTAC at all times. Additionally, you may not use passwords that are unknown to your manager, nor may you install encryption programs without first turning over encryption keys to your manager. Further, employees are prohibited from the unauthorized use of passwords and encryption keys belonging to other employees in order to gain access to other employees' messages.
- G. Software, Personal Disks, and Networking Computer software, whether purchased, developed, or modified by the CTAC, may not be downloaded, copied, reproduced, altered, or appropriated by employees without prior CTAC authorization. Any such computer software is the property of the CTAC and may not be copied or appropriated by employees for personal use during employment with CTAC or upon separation. Employees should be aware that the illegal duplication of computer software may result in the filing of criminal copyright charges by the owners of the copyrights; copyright infringement is punishable by fines and/or imprisonment. The CTAC does not condone the use of "bootleg" or "pirate" software on its computer system. The use of such software is grounds for discipline, up to and including immediate termination. Any employee who becomes aware of the presence of any "bootleg" or "pirate" software on the CTAC's computer system should notify management immediately. The use of personal disks or software in the CTAC's computer system without prior authorization is strictly prohibited. Employees are further prohibited from accessing CTAC's Systems from remote locations and from connecting CTAC Systems to outside systems without prior authorization.
- H. Penalties for Violation of the CTAC's Communication and Computer Systems Security and Usage Policy VIOLATIONS OF ANY ASPECT OF THE CTAC'S COMMUNICATION AND COMPUTER SYSTEMS SECURITY AND USAGE POLICY MAY RESULT IN DISCIPLINE, UP TO AND INCLUDING IMMEDIATE DISCHARGE. CTAC will also seek civil damages against any employee who appropriates or copies the CTAC's property as described in this Policy.

SECTION 18: **AMENDMENT** "9.40 COMPUTER PASSWORD" of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

9.40 COMPUTER PASSWORD

- A. Password Policies - This policy governs the creation, maintenance, and security of CTAC computer systems and network passwords and passphrases. Passwords are an important aspect of computer security. They are the front line of protection for user accounts. A poorly chosen password may result in the compromise of CTAC’s corporate network. As such, all employees are responsible for taking the appropriate steps to select and secure their passwords:
1. All passwords (e.g., e-mail, Web, desktop computer) must be changed at least every twelve months.
 2. Passwords must not be inserted in e-mails or other forms of electronic communication.
 3. All passwords must conform to the guidelines described below.
 4. Passwords should never be written down or stored online or anywhere within their office or workspace. Similarly, passwords should not be stored in a file on any computer system, including digital assistants, smartphones, or similar devices without encryption.
 5. Employees should not use the “remember password” feature found on many computer and website applications.
- B. Guidelines for Password Construction - Passwords are used for various purposes at CTAC. Some of the more common uses include user-level accounts, Web accounts, e-mail accounts, screen saver protection, voicemail, and local router logins. All employees should be aware of how to select strong passwords:
1. Contains both upper- and lower-case characters.
 2. Has digits and punctuation characters as well as letters.
 3. Is at least 12 alphanumeric characters long and is a passphrase (e.g., “1LoveiT123!!”).
 4. Is not a word in any language, slang, dialect, or jargon.
 5. Is not based on personal information, names of family members, etc.
- C. Employees should try to create passwords that can be easily remembered. One way to do this is to create a password based on a song title, affirmation, or other phrase. For example, the phrase might be: “Star Spangled Banner”, and the password could be: “*Sg1dBnR”.
- D. Employees should not use the same password for CTAC accounts as for other non-CTAC assistants or supervisors—even when on vacation or otherwise out of the office. If someone demands a password, refer them to the ~~Finance and Administration Manager~~ Executive Director.
- E. If an account or password is suspected to have been compromised, report the incident to the Technology Department and immediately change all passwords.
- F. Any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

PASSED AND ADOPTED BY THE CHILDREN'S TRUST OF ALACHUA COUNTY BOARD _____.

| | AYE | NAY | ABSENT | NOT VOTING |
|------------------------|------------|------------|---------------|-------------------|
| Lee Pinkoson | _____ | _____ | _____ | _____ |
| Dr. Maggie Labarta | _____ | _____ | _____ | _____ |
| Tina Certain | _____ | _____ | _____ | _____ |
| Dr. Karen Cole-Smith | _____ | _____ | _____ | _____ |
| Ken Cornell | _____ | _____ | _____ | _____ |
| Dr. Nancy Hardt | _____ | _____ | _____ | _____ |
| Dr. Carlee Simon | _____ | _____ | _____ | _____ |
| Dr. Patricia Snyder | _____ | _____ | _____ | _____ |
| Cheryl Twombly | _____ | _____ | _____ | _____ |
| Susanne Wilson Bullard | _____ | _____ | _____ | _____ |

Presiding Officer

Attest

Lee Pinkoson, Chairman,
Children's Trust of Alachua County

Tina Certain, Treasurer,
Children's Trust of Alachua County

Will replace Section 4.60 Medical Leave

Family and Medical Leave Act (FMLA) Policy

Children's Trust of Alachua County complies with the Family and Medical Leave Act (FMLA) and will grant up to 12 weeks of leave during a 12-month period to eligible employees (or up to 26 weeks of military caregiver leave).

The purpose of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If you have any questions, concerns or disputes with this policy, please contact Human Resources

Eligibility

To be eligible for leave under this policy, employees must meet **all** of the following requirements:

- Have worked at least twelve (12) months for Children's Trust of Alachua County.
- Have worked at least 1,250 hours for Children's Trust of Alachua County over the twelve (12) months preceding the date the leave would commence.

The 12 months of employment do not have to be consecutive. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

Reasons for Leave

To qualify as FMLA leave under this policy, the leave must be for one of the following reasons:

- The birth of a child or placement of a child with the employee for adoption or foster care.
- To care for a spouse, child or parent who has a serious health condition.
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job.
- For any qualifying exigency arising out of the fact that a spouse, child or parent is a military member on covered active duty or on call to covered active duty status.
- To care for a covered service member with a serious injury or illness.

Amount of Leave

An eligible employee can take up to 12 weeks of FMLA leave during any 12-month period. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

Eligible spouses who both work for the company may only take a combined total of 12 weeks of leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition. Both may only take a combined total of 26 weeks of leave to care for a covered injured or ill service member (if each spouse is a parent, spouse, child or next of kin of the service member).

Intermittent Leave or a Reduced Work Schedule

Employees may take FMLA leave in one consecutive block of time, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member) in a 12-month period.

The company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the company's operations.

Employee Notice Requirement

All employees requesting FMLA leave must provide verbal or written notice of the need for leave to the department manager or HR manager.

When the need for the leave is foreseeable, the employee must provide the company with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave fewer than 30 days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the company's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Within five business days after the employee has provided this notice, the HR manager will complete and provide the employee with a Notice of Eligibility and Rights and request a medical certification or other supporting documentation as necessary.

Designation of FMLA Leave

Within five business days after the employee has submitted the required certification or other documentation, the HR manager will complete and provide the employee with a written response to the employee's request for FMLA leave using the FMLA Designation Notice.

Employee Status and Benefits During Leave

Children's Trust of Alachua County will continue an employee's health benefits during the leave period at the same level and under the same conditions as if the employee was continuously at work.

While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of insurance premiums. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received Finance by the first day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

The company will provide 15 days' notification prior to the employee's loss of coverage.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the company will require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period.

If the employee contributes to a life insurance or disability plan, the company will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the company may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the company will discontinue coverage during the leave. If the company maintains coverage, the company may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty clearance from a health care provider. This requirement will be included in the company's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The company may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of his or her status as a key employee.

Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation,

personal or sick leave prior to being eligible for unpaid leave. Sick leave will run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, when an employee takes six weeks of Childrens Trust of Alachua County pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee will then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the company's sick leave policy) prior to being eligible for unpaid leave.

Intent to Return to Work from FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, the company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Definitions

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. This can include conditions with short-term, chronic, long-term or permanent periods of incapacity.

Spouse means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law or same-sex marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States, if the marriage could have been entered into in at least one state.

Child means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents "in law."

Qualifying exigency includes short-notice deployment, military events and activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-

deployment activities, and additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Covered active duty for members of a regular component of the Armed Forces, means duty during deployment of the member with the Armed Forces to a foreign country. For a member of the Reserve components of the Armed Forces, means duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

The next of kin of a covered service member is the nearest blood relative, other than the covered service member's spouse, parent or child in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

Covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation or therapy, or is in outpatient status or on the temporary disability retired list for a serious injury or illness.

Serious injury or illness is one that is incurred by a service member in the line of duty on active duty that may cause the service member to be medically unfit to perform the duties of his or her office, grade, rank or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

From: [Katie Howard](#)
To: [Colin Murphy](#); [Bob Swain](#)
Cc: [Kristy Goldwire](#); [Ashley Morgan-Daniel](#); [Nicole Odom](#)
Subject: Re: Follow up from Governance Committee
Date: Friday, September 24, 2021 10:59:00 AM
Attachments: [image001.png](#)

Please see below. My notes are in red.

From: Colin Murphy
Sent: Friday, September 24, 2021 10:38 AM
To: Bob Swain; Katie Howard
Cc: Kristy Goldwire; Ashley Morgan-Daniel; Nicole Odom
Subject: Follow up from Governance Committee

Greetings:

As a follow up from yesterday, I need the following info (COB today, if at all possible) for Monday's CTAC meeting because I will be preparing the materials first thing on Monday:

1. Bob – general statement for the employee handbook concerning Florida Public Records law (I will create a new section in the first chapter for this).
2. Katie – FMLA policy statement (and a recommendation as to exactly where to place it). **Sent and replace 4.6**
3. Katie – Please review the proposed new language 6.60,D "Acting in Good Faith" and give an opinion as to whether the phrase in parenthesis (*The act of making allegations that prove to be unsubstantiated because they are made maliciously, recklessly, or with knowledge of their falsity, will be reviewed as a serious disciplinary offense*) is consistent or inconsistent with the concept of "Acting in Good Faith".

It was fine as it was written... however if you want an extra level of clarification, you can add the "because they are."

Thanks and my apologies for the short notice.

Colin Murphy
 Executive Director
 Children's Trust of Alachua County
 Physical Address: 802 NW 5th Ave; Suite 100, Gainesville, FL 32601
 Mailing Address: P.O. Box 5669, Gainesville, FL 32627
 Main Phone: 352-374-1830
 Fax: 352-374-1831
 Direct Line: 352-374-1821



From: [Bob Swain](#)
To: [Colin Murphy](#); [Katie Howard](#)
Cc: [Kristy Goldwire](#); [Ashley Morgan-Daniel](#); [Nicole Odom](#)
Subject: RE: Follow up from Governance Committee
Date: Friday, September 24, 2021 11:00:27 AM
Attachments: [image001.png](#)
[AC_logo-150ppi_b0554e81-2d50-477d-8264-0219cbd8ac34.png](#)
[Home2_44a3d51e-b983-4237-8082-72394e0032c7.png](#)
[fb_logo_150ppi_9dd00851-99d8-4342-8932-10cac01030c6.png](#)
[twitter_150ppi_9c3d56ae-20c9-4509-b852-4aaed552edd.png](#)
[insta_150ppi_5be81f1b-b06b-49ca-b309-54edd0545f55.png](#)
[youtube_150ppi_Oda7ed3a-56a8-459c-b04c-ed8dfa1a388a.png](#)
[county_news_150ppi_14250fe5-78c3-4aa5-b059-283cc85fd4ea.png](#)

The Children’s Trust is governed by the Florida Public Records law. This covers all documents, email and other media which may be subject to public view and inspection. This covers all documents and material created for the Children’s Trust or in the scope of its role as a government agency regardless of whether the documents are stored on the Trusts’ computer system. These records are subject to the retention records set by the State of Florida. It is a breach of the employee’s public duty to use any information gathered in their employment with the Trust for their personal gain. Any questions on the Public Records law should be addressed to the Records Custodian of the Trust or the Legal Counsel for the Trust.



Bob Swain
 Deputy County Attorney
 Office of the County Attorney
 12 SE 1st ST • Gainesville • FL • 32601
 352.374.5218 (office) • 352.374.5216(fax)



* Board Certified in City, County & Local Government Law

PLEASE NOTE: Florida has a very broad public records law (F.S.119). All e-mails to and from County Officials and County Staff are kept as public records. Your e-mail communications, including your e-mail address, may be disclosed to the public and media at any time.
 ..

From: Colin Murphy
Sent: Friday, September 24, 2021 10:39 AM
To: Bob Swain <bswain@alachuacounty.us>; Katie Howard <khoward@childrenstrustofalachuacounty.us>
Cc: Kristy Goldwire <kgoldwire@childrenstrustofalachuacounty.us>; Ashley Morgan-Daniel <amd@childrenstrustofalachuacounty.us>; Nicole Odom <nodom@childrenstrustofalachuacounty.us>
Subject: Follow up from Governance Committee
Importance: High

Greetings:

As a follow up from yesterday, I need the following info (COB today, if at all possible) for Monday’s CTAC meeting because I will be preparing the materials first thing on Monday:

1. Bob – general statement for the employee handbook concerning Florida Public Records law (I will create a new section in the first chapter for this).
2. Katie – FMLA policy statement (and a recommendation as to exactly where to place it).
3. Katie – Please review the proposed new language 6.60,D “Acting in Good Faith” and give an opinion as to whether the phrase in parenthesis (*The act of making allegations that prove to be unsubstantiated, or which are made maliciously, recklessly, or with knowledge of their falsity, will be reviewed as a serious disciplinary offense*) is consistent or inconsistent with the concept of “Acting in Good Faith”.

Thanks and my apologies for the short notice.

Colin Murphy
Executive Director
Children’s Trust of Alachua County
Physical Address: 802 NW 5th Ave; Suite 100, Gainesville, FL 32601
Mailing Address: P.O. Box 5669, Gainesville, FL 32627
Main Phone: 352-374-1830
Fax: 352-374-1831
Direct Line: 352-374-1821



**CHILDREN'S TRUST OF ALACHUA COUNTY
RESOLUTION 2021-18**

REVISIONS TO BOARD POLICY CHAPTER 4 - INVESTMENT MANAGEMENT

WHEREAS, the Children's Trust of Alachua County (CTAC) has established a Governance Committee to review the policies of the CTAC; and

WHEREAS, the CTAC delegated authority to manage CTAC's investment portfolio to the Alachua County Clerk of the Circuit Court; and

WHEREAS, the relationship between the Clerk's office and the CTAC will be ending on September 30, 2021; and

WHEREAS, the CTAC desires that the Executive Director or designee(s) assume responsibility for the investments of the CTAC;

NOW THEREFORE, be it ordained by the Board of the Children's Trust of Alachua County, in the State of Florida, that Chapter 4 of CTAC Board Policies, "Investment Management", be revised as follows:

SECTION 1:**AMENDMENT** "4.30 Investment Objectives" of the Children's Trust of Alachua County Board Policies is hereby *amended* as follows:

AMENDMENT

4.30 Investment Objectives

The following investment objectives will be applied in the management of the CTAC's funds which has been delegated to the ~~Alachua County Clerk of the Court ("Clerk")~~Executive Director.

- A. **Safety of Principal.** The primary objective of the ~~Clerk or the Clerk's~~Executive Director or designee's investment activities is the protection of CTAC's funds (preservation of capital). Investment transactions shall seek to keep capital losses to a minimum, whether they are from securities defaults or erosion of market value.
- B. **Maintenance of Liquidity.** The second highest priority is liquidity of funds. The ~~Clerk or the Clerk's~~Executive Director or designee's investment strategy will provide sufficient liquidity to meet the CTAC's reasonable anticipated cash flow requirements.
- C. **Return on Investment.** The third highest priority is income. The optimization of investment returns shall be secondary to the requirements for safety and liquidity. Return of investment is of least importance compared to the safety and liquidity objectives described above. However, return is attempted through active management where the Investment Advisor utilizes a total return strategy (which includes both

realized and unrealized gains and losses in the portfolio). This total return strategy seeks to increase the value of the portfolio through reinvestment of income and capital gains. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Despite this, an Investment Advisor may trade to recognize a loss from time to time to achieve a perceived relative value based on its potential to enhance the total return of the portfolio.

- D. **Diversification.** The ~~Clerk or the Clerk's~~ Executive Director or designee's will seek to control risks and diversify investments regarding specific security types, maturities and financial institutions. Diversification is important to ensure that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

SECTION 2: AMENDMENT “4.40 Performance Measurement” of the Children's Trust of Alachua County Board Policies is hereby *amended* as follows:

AMENDMENT

4.40 Performance Measurement

In order to assist in the evaluation of the portfolios’ performance, the ~~Clerk or the Clerk's~~ designee's Executive Director or designees will use performance benchmarks for short-term and long-term portfolios.

- A. The short-term investment portfolio shall be designed with the annual objective of exceeding the weighted average return (net book value rate of return) of the S&P Rated GIP Index Government 30-Day Gross of Fees Yield.
- B. The long-term investment portfolio shall be designed with the annual objective of exceeding the return of the Bank of America Merrill Lynch 1-3 Year U.S. Treasury/Agency Index compared to the portfolio’s total rate of return. The Bank of America Merrill Lynch 1-3 Year U.S. Treasury/Agency Index represents all U.S. Treasury and Agency securities maturing over one year, but less than three years. This maturity range is an appropriate benchmark based on the objectives of the Clerk.

SECTION 3: AMENDMENT “4.50 Prudence And Ethical Standards” of the Children's Trust of Alachua County Board Policies is hereby *amended* as follows:

AMENDMENT

4.50 Prudence And Ethical Standards

The "prudent person" standard shall be used by investment officials in management of the overall portfolio. The ~~Assistant Clerk/Finance~~ Executive Director, or persons performing the investment functions, acting as a "prudent person" in accordance with these written policies and procedures, and exercising due diligence, shall not be responsible for an individual security's credit risk or market price changes provided that appropriate monitoring efforts are performed. The "prudent person" standard is herewith understood to mean the following:

- A. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.
- B. The ~~Clerk~~ Executive Director or staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process shall disclose to the ~~Clerk~~ Executive Director any material financial interests in financial institutions that conduct business with CTAC, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the CTAC's investment program.
- C. While the standard of prudence to be used by investment officials who are officers or employees is the Prudent Person standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the contractor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable safety of their capital.

SECTION 4: AMENDMENT "4.60 Delegation Of Authority" of the Children's Trust of Alachua County Board Policies is hereby *amended* as follows:

A M E N D M E N T

4.60 Delegation Of Authority

Responsibility for the administration of the investment program is hereby delegated to the ~~Assistant Clerk/Finance~~ Executive Director, who shall establish investment procedures based on these policies. No person may engage in an investment transaction except as stated in the Internal Control Section of the policy. The ~~Assistant Clerk/Finance~~ Executive Director shall be responsible for the implementation of internal controls and monitoring the activities of subordinate staff.

In employing an Investment Advisor to manage the CTAC’s portfolio, such Investment Advisor or firm must be registered under the Investment Adviser’s Act of 1940.

SECTION 5: AMENDMENT “4.70 Authorized Investments” of the Children's Trust of Alachua County Board Policies is hereby *amended* as follows:

AMENDMENT

4.70 Authorized Investments

The ~~Clerk or his~~ Executive Director or designee shall purchase or sell investment securities at prevailing market rates. Investment in any derivative products or the use of reverse repurchase agreements is not permitted. A “derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the ~~Clerk~~ Executive Director. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary by the ~~Clerk or the Clerk's designee~~ Executive Director or designee. The ~~Clerk or the Clerk's~~ Executive Director or designee, and/or Investment Advisor shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment, at the time of purchase. Investments not listed in this Policy are prohibited.

A. Permitted Investments

| Sector | Sector Maximum (%) | Per Issuer Maximum (%) | Minimum Ratings Requirement ¹ | Maximum Maturity |
|--------|--------------------------|---------------------------------|--|---------------------|
|--------|--------------------------|---------------------------------|--|---------------------|

| | | | | |
|--|------------------|------------------|---|---|
| |) | | | |
| U.S. Treasury | 100% | 100% | N/A | 5.50 Years (5.50 Years avg. life ⁴ for GNMA) |
| GNMA | | 40% | | |
| Other U.S. Government Guaranteed (e.g. AID, GTC) | | 10% | | |
| Federal Agency/GSE: FNMA, FHLMC, FHLB, FFCB* | 75% | 40% ³ | N/A | 5.50 Years |
| Federal Agency/GSE other than those above | | 10% | | |
| Supranationals where U.S. is a shareholder and voting member | 25% | 10% | Highest ST or Highest LT Rating Categories (A-1/P-1, AAA/Aaa, or equivalent) | 5.50 Years |
| Corporates | 50% ² | 5% | Highest ST or Three Highest LT Rating Categories (A-1/P-1, A-/A3 or equivalent) | 5.50 Years |
| Municipals | 25% | 5% | Highest ST or Three Highest LT Rating Categories (SP-1/MIG 1, A-/A3, or equivalent) | 5.50 Years |
| Agency Mortgage-Backed Securities (MBS) | 25% | 40% ³ | N/A | 5.50 Years Ave. Life ⁴ |
| Asset-Backed Securities | 25% ² | 5% | Highest ST or LT Rating | 5.50 Years Avg. |

| (ABS) | | | (A-1+/P-1, AAA/Aaa, or equivalent) | Life ⁴ |
|--|------------------|-------------------------------|--|-------------------|
| Non-Negotiable Collateralized Bank Deposits or Savings Accounts | 50% | None, if fully collateralized | None, if fully collateralized | 2 Years |
| Commercial Paper (CP) | 50% ² | 5% | Highest ST Rating Category (A-1+/P-1, AAA/Aaa, or equivalent) | 270 Days |
| Repurchase Agreements (Repo or RP) | 40% | 20% | Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the Highest ST Rating Category (A-1/P-1, or equivalent) If the counterparty is a Federal Reserve Bank, no rating is required | 1 Year |
| Money Market Funds (MMFs) | 50% | 25% | Highest Fund Rating by all NRSROs who rate the fund (AAAm/AAAd, S1, or equivalent) | N/A |
| Florida Local Government Investment Trust | 25% | N/A | Highest Fund Quality and Volatility Rating Categories by all NRSROs who rate the LGIP (AAAm/AAAf, S1, or equivalent) | N/A |
| Intergovernmental Pools (LGIPs) | 75% | 25% | Highest Fund Quality and Volatility Rating Categories by all NRSROs who rate the LGIP (AAAm/AAAf, S1, or equivalent) | N/A |
| Florida Local Government Surplus Funds Trust Funds ("Florida Prime") | 100% | N/A | Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent) | N/A |
| Notes: | | | | |

¹ Rating by at least one SEC-registered Nationally Recognized Statistical Rating Organization ("NRSRO"), unless otherwise noted. ST= Short-term; LT= Long Term.

² Maximum allocation to all corporate, asset backed securities and bank credit instruments is 50% combined.

³ Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%.

⁴ The maturity limit for MBS and ABS is based on the expected average life at time of settlement, measured using Bloomberg or other industry standard methods.

* Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).

1. **U.S. Treasury & Government Guaranteed.** U.S. Treasury obligations, and obligations the principal and interest of which are backed or guaranteed by the full faith and credit of the U.S. Government.
2. **Federal Agency/GSE.** Debt obligations, participations or other instruments issued or fully guaranteed by any U.S. Federal agency, instrumentality or government-sponsored enterprise (GSE).
3. **Supranationals.** U.S. dollar denominated debt obligations of a multilateral organization of governments where U.S. is a shareholder and voting member.
4. **Corporates.** U.S. dollar denominated corporate notes, bonds or other debt obligations issued or guaranteed by a domestic corporation, financial institution, non-profit, or other entity.
5. **Municipals.** Obligations, including both taxable and tax-exempt, issued or guaranteed by any State, territory or possession of the United States, political subdivision, public corporation, authority, agency board, instrumentality or other unit of local government of any State or territory.
6. **Agency Mortgage Backed Securities.** Mortgage-backed securities (MBS), backed by residential, multi-family or commercial mortgages, that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise, including but not limited to pass-throughs, collateralized mortgage obligations (CMOs) and REMICs.
7. **Asset-Backed Securities.** Asset-backed securities (ABS) whose underlying collateral consists of loans, leases or receivables, including but not limited to auto loans/leases, credit card receivables, student loans, equipment loans/leases, or home-equity loans.
8. **Non-Negotiable Certificate of Deposit and Savings Accounts.** Non-negotiable interest bearing time certificates of deposit, or savings accounts in banks organized under the laws of this state or in national banks organized under the laws of the United States and doing business in this state, provided

that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

9. **Commercial Paper.** U.S. dollar denominated commercial paper issued or guaranteed by a domestic corporation, company, financial institution, trust or other entity, only unsecured debt permitted.
10. **Repurchase Agreements.** Repurchase agreements (Repo or RP) that meet the following requirements:
 - a. Must be governed by a written Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement which specifies securities eligible for purchase and resale, and which provides the unconditional right to liquidate the underlying securities should the Counterparty default or fail to provide full timely repayment.
 - b. Counterparty must be a Federal Reserve Bank, a Primary Dealer as designated by the Federal Reserve Bank of New York, or a nationally chartered commercial bank.
 - c. Securities underlying repurchase agreements must be delivered to a third party custodian under a written custodial agreement and may be of deliverable or tri-party form. Securities must be held in the Clerk's custodial account or in a separate account in the name of the Clerk.
 - d. Acceptable underlying securities include only securities that are direct obligations of, or that are fully guaranteed by, the United States or any agency of the United States, or U.S. Agency-backed mortgage related securities.
 - e. Underlying securities must have an aggregate current market value of at least 102% (or 100% if the counterparty is a Federal Reserve Bank) of the purchase price plus current accrued price differential at the close of each business day.
 - f. Final term of the agreement must be 1 year or less.
11. **Money Market Funds.** Shares in open-end and no-load money market mutual funds, provided such funds are registered under the Investment Company Act of 1940 and operate in accordance with Rule 2a-7.

A thorough investigation of any money market fund is required prior to investing, and on an annual basis. [Attachment B](#) is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

12. **Florida Local Government Investment Trust (FLGIT).** The Florida Local Government Investment Trust (FLGIT) is a local government investment pool (LGIP) developed through the joint efforts of the Florida Court Clerks and Comptrollers (FCCC) and the Florida Association of Counties (FAC). It is the longest running member-owned and member-governed local government investment pool in the state of Florida.

A thorough investigation of FLGIT is required prior to investing, and on an annual basis. [Attachment B](#) is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

13. **Local Government Investment Pools.** State, local government or privately-sponsored investment pools that are authorized pursuant to state law.

A thorough investigation of any intergovernmental investment pool is required prior to investing, and on an annual basis. [Attachment B](#) is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

14. **The Florida Local Government Surplus Funds Trust Funds (“Florida Prime”).** A thorough investigation of the Florida Prime is required prior to investing, and on an annual basis. [Attachment B](#) is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus or portfolio report must be obtained.

B. General Investment and Portfolio Limits

1. General investment limitations:
 - a. Investments must be denominated in U.S. dollars and issued for legal sale in U.S. markets.
 - b. Minimum ratings are based on the highest rating by any one Nationally Recognized.
 - c. Statistical Ratings Organization (“NRSRO”), unless otherwise specified.
 - d. All limits and rating requirements apply at time of purchase.
 - e. Should a security fall below the minimum credit rating requirement for purchase, the Investment Advisor will notify the Assistant Clerk/Finance Director.
 - f. The maximum maturity (or average life for MBS/ABS) of any investment is 5.50 years. Maturity and average life are measured from settlement date. The final maturity date can be based on any mandatory call, put, pre-refunding date, or other mandatory redemption date.
2. General portfolio limitations:
 - a. The maximum effective duration of the aggregate portfolio is 3 years.
3. Investment in the following are permitted, provided they meet all other policy requirements:
 - a. Callable, step-up callable, called, pre-refunded, puttable and extendable securities, as long as the effective final maturity meets the maturity limits for the sector
 - b. Variable-rate and floating-rate securities
 - c. Subordinated, secured and covered debt, if it meets the ratings requirements for the sector

- d. Zero coupon issues and strips, excluding agency mortgage-backed Interest-only structures (I/Os)
 - e. Treasury TIPS
4. The following are NOT PERMITTED investments, unless specifically authorized by statute and with prior approval of the CTAC governing body:
- a. Trading for speculation
 - b. Derivatives (other than callables and traditional floating or variable-rate instruments)
 - c. Mortgage-backed interest-only structures (I/Os)
 - d. Inverse or leveraged floating-rate and variable-rate instruments
 - e. Currency, equity, index and event-linked notes (e.g. range notes), or other structures that could return less than par at maturity
 - f. Private placements and direct loans, except as may be legally permitted by Rule 144A or commercial paper issued under a 4(2) exemption from registration
 - g. Convertible, high yield, and non-U.S. dollar denominated debt
 - h. Short sales
 - i. Use of leverage
 - j. Futures and options
 - k. Mutual funds, other than fixed-income mutual funds and ETFs, and money market funds
 - l. Equities, commodities, currencies and hard assets

SECTION 6: AMENDMENT “4.80 Maturity And Liquidity Requirements”
of the Children's Trust of Alachua County Board Policies is hereby *amended* as follows:

AMENDMENT

4.80 Maturity And Liquidity Requirements

- A. To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of current operating funds shall have maturities of no longer than thirty-six (36) months.
- B. Investments of construction funds, and other non-operating funds shall have a term appropriate to the need for funds, but in no event shall exceed five and one-half (5.50) years. The maturities of the underlying securities of a repurchase agreement will follow the requirements of the SIFMA Master Repurchase Agreement.
- C. ~~Clerk's~~CTAC's investment policy is to “buy and hold” but the maturity composition of the portfolio and the general economic conditions will be evaluated to determine if a replacement investment would be advantageous. Accounting losses may be incurred in this situation if an economic gain is achieved. The portfolio maturity may be shortened or extended dependent on interest rate projections or the portfolio quality may be improved by reducing the maturity or risk of security.

D. Investments do not necessarily have to be made for the same length of time that the funds are available. The basic criteria for consideration for investments are listed below:

1. Keep maturities short in a period of constantly rising interest rates based on treasury bill auctions or the daily Federal Funds rate and also keep maturities short in a period of an inverted treasury yield curve (short-term rates are higher than the long-term rates).
2. Maturities should be lengthened when the treasury yield curve is normal and is expected to remain that way based on economic reports taken as a whole. The yield curve is normal when short-term rates are lower than long-term rates.
3. Maturities should be lengthened when interest rates are expected to fall based on economic reports taken as a whole.
4. The yield curves of the market should be analyzed for significant breaks in yields over various maturity dates. The points at which the yield curve breaks are the points at which there are significant marginal declines in yields for incremental changes in the maturity dates. Investments should be made at these breaks in the yield curve so that yields will be maximized.

SECTION 7: AMENDMENT “4.90 Risk And Diversification” of the Children's Trust of Alachua County Board Policies is hereby *amended* as follows:

AMENDMENT

4.90 Risk And Diversification

Assets held shall be diversified to control the risk of loss resulting from over-concentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which these instruments are bought and sold. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary by the appropriate management staff and by the ~~Clerk~~Executive Director.

SECTION 8: AMENDMENT “4.100 Authorized Investment Institutions And Dealers” of the Children's Trust of Alachua County Board Policies is hereby *amended* as follows:

AMENDMENT

4.100 Authorized Investment Institutions And Dealers

- A. The ~~Clerk or the Clerk's Designee's~~Executive Director shall only purchase securities from financial institution which are qualified as public depositories by the Treasurer of

the State of Florida or primary dealers as designated by the Federal Reserve Bank of New York. Repurchase agreements shall only be entered into with primary dealers and financial institutions which are state qualified public depositories. The ~~Clerk or Clerk's~~ Executive Director or designee will require the SIFMA Master Repurchase Agreement to be executed prior to any repurchase transactions.

- B. The ~~Clerk's~~ Executive Director's Investment Advisor shall utilize and maintain its own list of approved primary and non-primary dealers.

SECTION 9: AMENDMENT “4.110 Third-Party Custodial Agreements” of the Children's Trust of Alachua County Board Policies is hereby *amended* as follows:

AMENDMENT

4.110 Third-Party Custodial Agreements

All securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchased by CTAC should be properly designated as an asset of CTAC. The ~~Clerk or the Clerk's~~ Executive Director or designee's will execute a Third-Party Custodial Safekeeping Agreement with a commercial bank or the commercial bank's trust department. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in § 658.12 Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits maintained by book-entry at the issuing bank shall clearly identify the CTAC as the owner. All securities purchased and/or collateral obtained by Finance and Accounting shall be properly designated as an asset of CTAC and held in safekeeping by the custodian and no withdrawal of such securities, in whole or in part, shall be made from safekeeping except by an authorized Clerk staff member. The Third-Party Custodial Safekeeping Agreement shall include letters of authority from the ~~Clerk~~ Executive Director or the ~~Clerk's~~ Executive Director's Designee's, details as to responsibilities of each party, notification of security purchases, sales, delivery, repurchase agreements, wire transfers, safekeeping and transactions costs, procedures in case of wire failure or other unforeseen mishaps including liability of each party.

SECTION 10: AMENDMENT “4.120 Master Repurchase Agreement” of the Children's Trust of Alachua County Board Policies is hereby *amended* as follows:

AMENDMENT

4.120 Master Repurchase Agreement

The ~~Clerk~~Executive Director will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the SIFMA Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the SIFMA Master Repurchase Agreement.

SECTION 11: AMENDMENT “4.130 Bid Policy” of the Children's Trust of Alachua County Board Policies is hereby *amended* as follows:

AMENDMENT

4.130 Bid Policy

After the ~~Assistant Clerk/Finance~~Executive Director and/or Investment Advisor has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investment, a minimum of three (3) banks and/or dealers must be contacted and asked to provide bids on the securities in question. Bids will be held in confidence until the highest bid is determined and awarded.

- A. On an exception basis, securities may be purchased utilizing the comparison to current market price method. Acceptable current market price providers include, but are not limited to:
 1. The Wall Street Journal or a comparable nationally recognized financial
 2. publication providing daily market pricing.
 3. Daily market pricing provided by the CTAC's custody agents.
- B. ~~The Finance and Accounting Department~~CTAC shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in the judgment of the ~~Assistant Clerk/Finance~~Executive Director, competitive bidding would inhibit the selection process. Examples of when this method may be used include:
 1. When time constraints due to unusual circumstances preclude the use of the competitive bidding process.
 2. When no active market exists for the issue being traded due to the age or depth of the issue.
 3. When a security is unique to a single dealer, for example, a private placement.
 4. When the transaction involved new issues or issues in the "when issued" market.
- C. If the maturing investment is a certificate of deposit, then of the contacts made, one shall be the present holder of the funds subject to the portfolio diversification requirements in this policy. Due to the cost of safekeeping, one business day repurchase agreements less than \$1,000,000 and overnight sweep repurchase agreements will not be bid, but may be placed with the depository bank relating to the demand account for which the repurchase agreement was purchased.
- D. Notwithstanding the above, in order to afford local banks within the County

opportunities to enhance the economics of the local area, an aggregate face value of up to \$1,000,000 in certificates of deposit may be purchased from a bank as described in Section 4.70 paragraph A,8. provided the following additional conditions have been satisfied:

1. The bank is located within the boundaries of Alachua County or has a branch office located within the boundaries of Alachua County.
2. The bank matches the highest bid of three or more bids from other banks as described in Section 4.140.

SECTION 12: **AMENDMENT** “4.140 Internal Controls” of the Children's Trust of Alachua County Board Policies is hereby *amended* as follows:

AMENDMENT

4.140 Internal Controls

The ~~Assistant Clerk/Finance~~ Executive Director shall establish and monitor a set of written internal controls designed to protect CTAC’s funds and ensure proper accounting and reporting of securities transactions. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees. No person may engage in an investment transaction except as authorized under the terms of this policy. Such internal controls shall include, but not be limited to, the following:

- A. All securities purchased or sold will be transferred only under the "delivery versus payment" (D.V.P.) method to ensure that funds or securities are not released until all criteria relating to the specific transaction are met.
- B. The ~~Assistant Clerk/Finance~~ Executive Director is authorized to accept, on behalf of and in the name of CTAC, bank trust receipts or confirmations as evidence of actual delivery of the obligations or securities in return for investments of funds.
- C. Trust receipts or confirmations shall fully describe the various obligations or securities held. The receipt or confirmation shall state that the investment is held in the name of CTAC.
- D. The actual obligations or securities, whether in book-entry or physical form, on which trust receipts or confirmations are issued may be held by a third-party custodial bank and/or institution or a designated correspondent bank which has a correspondent relationship to the Clerk's third-party custodian.
- E. Other internal controls such as:
 1. Written documentation of telephone transactions
 2. Adequate separation of duties
 3. Custodial safekeeping
 4. Supervisory control of employee actions and operations review
 5. Interim and annual performance evaluations and reporting.

F. All daily investment activity is coordinated by the Investment Accountant and reviewed by the ~~Clerk Accounting Manager~~ Executive Director, ~~as well as the Assistant Clerk/Finance Director. The Clerk Accounting Manager oversees day-to-day operations; however, the whole investment function is under direct control of the Assistant Clerk/Finance Director.~~

SECTION 13: AMENDMENT “4.160 Reporting” of the Children's Trust of Alachua County Board Policies is hereby *amended* as follows:

AMENDMENT

4.160 Reporting

A portfolio report shall be provided each month to the ~~Clerk~~ Executive Director and appropriate management staff. The report shall include a breakdown of the portfolio showing market and book values as well as its overall performance during that period. Annually, a recapitulation report will be presented to the CTAC Board.

SECTION 14: AMENDMENT “4.180 Policy Review And Amendment” of the Children's Trust of Alachua County Board Policies is hereby *amended* as follows:

AMENDMENT

4.180 Policy Review And Amendment

- A. The ~~Clerk and the Assistant Clerk/Finance~~ Executive Director shall review these policies in their entirety on an annual basis.
- B. ~~This policy may be amended in writing from time to time by the Clerk.~~

PASSED AND ADOPTED BY THE CHILDREN'S TRUST OF ALACHUA COUNTY BOARD _____.

| | AYE | NAY | ABSENT | NOT VOTING |
|------------------------|------------|------------|---------------|-------------------|
| Lee Pinkoson | _____ | _____ | _____ | _____ |
| Dr. Maggie Labarta | _____ | _____ | _____ | _____ |
| Tina Certain | _____ | _____ | _____ | _____ |
| Dr. Karen Cole-Smith | _____ | _____ | _____ | _____ |
| Ken Cornell | _____ | _____ | _____ | _____ |
| Dr. Nancy Hardt | _____ | _____ | _____ | _____ |
| Dr. Carlee Simon | _____ | _____ | _____ | _____ |
| Dr. Patricia Snyder | _____ | _____ | _____ | _____ |
| Cheryl Twombly | _____ | _____ | _____ | _____ |
| Susanne Wilson Bullard | _____ | _____ | _____ | _____ |

Presiding Officer

Attest

Lee Pinkoson, Chairman,
Children's Trust of Alachua County

Tina Certain, Treasurer,
Children's Trust of Alachua County

**CHILDREN'S TRUST OF ALACHUA COUNTY
RESOLUTION 2021-19**

REVISIONS TO BOARD POLICY CHAPTER 6 - PROCUREMENT

WHEREAS, the Children's Trust of Alachua County (CTAC) has established a Governance Committee to review the policies of the CTAC; and

WHEREAS, the CTAC has adopted procurement policies; and

WHEREAS, the Governance Committee has reviewed the procurement policies and recommended revisions certain revisions;

NOW THEREFORE, be it ordained by the Board of the Children's Trust of Alachua County, in the State of Florida, that CTAC Board Policy Chapter 6, "Procurement", be amended as follows:

SECTION 1: **AMENDMENT** "6.50 Source Selection" of the Children's Trust of Alachua County Board Policies is hereby *amended* as follows:

AMENDMENT

6.50 Source Selection

- A. Informal Bids.** The informal bidding process applies to all goods and services, except for the purchases of Direct Community Services. The following procedure shall govern in all purchases up to and including \$50,000.00.
1. In the case of purchases of a value not greater than \$5,000 the Executive Director, or designee, shall be authorized to make such purchases on the basis of one telephone or written quotation.
 2. In the case of purchases of a value greater than \$5,000 but less than \$25,000 the Executive Director, or designee, shall be authorized to make such purchases on the basis of two telephone or written quotations.
 3. In the case of purchases of a value greater than \$25,000, but not more than \$50,000.00, the Executive Director, or designee shall be authorized to make such purchases on the basis of three written quotations, whenever possible. If three quotes are not possible, the requisition shall include documentation as to why three quotes were not able to be obtained.
 4. Splitting a transaction into smaller dollar amounts, delaying, staggering purchases, and using multiple staff members to purchase the same or related items to avoid the competitive bid process are serious policy violations. Employees responsible for violating transaction(s) may be subject to disciplinary action up to and including termination.
- B. Competitive Sealed Bids.**

1. When required. All contracts for purchases in excess of \$50,000.00 shall be awarded on the basis sealed competitive bidding except as otherwise provided in this policy.
2. Invitation to bid—Generally. An invitation to bid shall be issued and shall include bid specifications and all contractual terms and conditions applicable to the procurement.
3. Notice. Adequate public notice of the invitation to bid shall be given a reasonable time prior to the date set forth therein for the opening of bids. Such notice shall involve publication in a newspaper of general circulation a reasonable time prior to bid opening.
4. Opening bids. Bids shall be opened at a noticed public meeting in the presence of the Clerk of the Trust, a representative from the Trust, and one or more witnesses at the time and place designated in the invitation to bid. The amount of each bid, and such other relevant information as may be specified by regulation, together with the name of each bidder, shall be recorded; the record and each bid shall be open to public inspection.
5. Evaluation of bids. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Code. Bids shall be evaluated based on the requirements set forth in the invitation to bid, which may involve criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in bid evaluation that are not set forth in the invitation to bid.
6. Bid award. Bids will be awarded to the lowest responsive and responsible bidder.
7. In the evaluation of the bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given first to businesses enterprises headquartered in Alachua County, and secondly, businesses certifying as a drug-free workplace.

C. Competitive Sealed Proposals

1. **Conditions for use.** When the Trust determines that the use of competitive sealed bidding is either not practicable or not advantageous to the Trust, a contract for materials, supplies, services, construction, and equipment may be entered into by the use of competitive sealed proposals. ~~Except as otherwise stated in this policy, contracts for Direct Community Services shall be entered into by the use of a competitive sealed proposal.~~ Some of the considerations as to where this method may be utilized include, but are not limited to, the following:
 - a. Whether or not to utilize a fixed-price or cost-type contract under the circumstances.
 - b. Whether quality, availability, or capability is overriding in relation to price in procurement of services, technical goods, research and

development, or testing services.

- c. Whether the initial installation needs to be evaluated, together with subsequent maintenance and service capabilities and what priority should be given these requirements in terms of the best interest of the ~~county~~CTAC.
 - d. Whether the market place will respond more favorably to a solicitation permitting not only a range of alternate proposals, but also permitting evaluation and discussion by the Trust with responders before making the award.
 - e. Whether a performance specification is deemed more appropriate than a technical specification, thus taking advantage of vendor expertise and allowing the purchase of standard items available in the market place as opposed to custom-designed.
2. **Solicitation.** Proposals shall be solicited through a request for proposals (RFP), a request for qualifications (RFQ), or an Invitation to Negotiate (ITN).
 3. **Release of Solicitation.** For every competitive sealed proposal, The Trust shall approve the minimum qualifications, the scope of services, the evaluation criteria, and the evaluation team for each competitive procurement opportunity. The Executive Director or their designee will notify, via email, all board members of the release of the solicitation and of the start of the Cone of Silence.
 4. **Public notice.** Adequate public notice of the request for proposals shall be given in the same manner as provided in Section 6.50 (B)(3) for competitive sealed bidding.
 5. **Evaluation criteria.** The request for proposals shall state the relative importance of price and other evaluation factors. The other factors may include the following:
 - a. Price.
 - b. Program Design.
 - c. Quality of goods/services. Such a justification must be verifiable.
 - d. Availability to deliver the goods/services within the required delivery time or service period.
 - e. After sale services, including availability of parts/supplies.
 - f. Previous records of performance and service.
 - g. Ability of bidder to render satisfactory service in this instance.
 - h. Financial stability of the bidder.
 - i. Payment terms.
 - j. Warranty offered.
 - k. Ability to provide samples.

This list is not meant to be comprehensive. The Trust may develop other

evaluation factors as deemed necessary.

6. **Review.** Proposals are independently reviewed and scored by a team of reviewers that may include Trust staff, experts in the field and trained volunteers. Using a standard rating tool, reviewers assess the soundness and completeness of each proposal as well as the vendor's capacity to effectively deliver what is proposed.
7. **Discussion.** Following each reviewer's individual rating, the review team meets in a publicly noticed debriefing meeting to discuss each proposal and assigns a consensus team score, including explanatory comments. Applicants may attend the debriefing meeting as observers. The highest-ranking proposal score does not assure a funding recommendation.
8. **Interview/site visit.** At the Trust's discretion, publicly noticed interviews and/or site visits may be conducted at either the vendor's site or The Trust's offices. Members of the public may attend interviews and/or site visits as observers. The interview/site visit review team may include Trust staff, experts in the field and trained volunteers. Reviewers come to consensus on interview/site visit observations using a standard rating tool and provide input to staff recommendations.
9. **Staff recommendations.** Taking into consideration the above review process results, the Executive Director of The Trust develops a recommendation. When considering Direct Community Services, consideration is also given to factors such as alignment with The Trust's priority investment areas, effective and economical distribution of funding across Alachua County and/or in underserved geographic areas/populations in Alachua County (if applicable), minimizing duplication of efforts, and reasonable program cost for the services and outcomes proposed. Based on consideration of all of the above factors, a recommendation is made to the Board.
10. **Board review and award.** Executive Director recommendations are reviewed and considered by the board at a publicly noticed meeting. Applicants are encouraged to attend these meetings. Board approval of the recommendations will allow the contract negotiation process to begin, in an amount not to exceed the board's approved award. Negotiation may include reframing the proposed services, and adjusting the total allocation, budget or any other changes necessary to comply with the requirements of the solicitation and resulting contract. Any future amendments, extensions or modifications to the contract that would exceed the board's approved award amount or the approved contracting period require further board approval.
11. **Small Provider Agencies.** The Trust may set aside a certain percentage of funds available through a formal competitive procurement opportunity for Direct Community Services for small agencies. The percentage of funds set aside will be determined at by the Trust and included in the release of solicitation documents. The total amount of final awards to small agencies does not have to equal the amount set aside by the Trust in the solicitation

documents.

D. **Sole Source.** A contract may be awarded for a supply, service, material, or equipment without competition when the Executive Director certifies in writing that there is only one source for the required material, supply, service, equipment, or construction item. When over \$50,000.00, such contract shall not be awarded until the same has been approved by the Trust.

E. **Emergency Purchases.**

1. During a state of emergency declared by either the Governor, the County, or the City of Gainesville, the requirements of this Section shall be waived for purchases made pursuant to authority provided in this Section of this Policy.
2. Notwithstanding any other provision of this chapter, the Executive Director may make or authorize others to make emergency purchases when there exists a threat to public health, welfare, or safety under emergency conditions which shall be considered to mean those situations where the operation of the Trust would be seriously impaired if immediate action were not taken. The following procedures shall govern:
 - a. Staff shall make the Executive Director aware of the emergency condition. The Finance and Administration Manager shall obtain the best possible purchase price for the item or service to be purchased by the quickest possible means. Where feasible, an attempt shall be made to obtain three telephone quotes.
 - b. A requisition shall be prepared by the Finance and Administration Manager and a purchase order shall be transmitted to the vendor.
 - c. All emergency purchases shall be accompanied by a written determination of the basis for the emergency which shall be signed by the Finance and Administration Manager and shall be included in the purchase file.
3. In addition to the above requirements any emergency purchase shall also have the following approvals, which apply to all contracts and purchase orders, emergency or otherwise:
 - a. In the case of purchases less than \$50,000.00, the Executive Director or designee, and
 - b. In the case of all purchases over \$50,000.00, the chairman of the Trust.

SECTION 2: AMENDMENT “6.80 Special Programs” of the Children's Trust of Alachua County Board Policies is hereby *amended* as follows:

AMENDMENT

6.80 Special Programs

A. ~~Unsolicited Proposals~~

1. ~~**Conditions for use.** Requests for funding submitted by an Agency based solely upon the requester's initiative, and not in response to a formal solicitation or procurement process of The Trust, will be considered for funding on a case-by-case basis following the processes described in this Policy. Unsolicited proposals are anticipated to be rare occurrences.~~
2. ~~**Review.** The Executive Director or designee will review The Trust's contract and fiscal files to determine if there are existing contracts from the same agency and gather any history of previous funding from The Trust.~~
3. ~~**Evaluation.** The Executive Director or designee will consider whether the proposal meets the stated goals and objectives stated by the Trust, whether the services fill a community need, and whether the costs are commensurate with the outcomes proposed by the Agency. The Executive Director may consider other criteria in making a recommendation for funding so long as the criteria is explicitly stated in the recommendation.~~
4. ~~**Recommendation.** Agencies not recommended for funding shall be notified in writing by the Executive Director. Agencies recommended for funding shall be presented to the Board for approval.~~
5. ~~**Contracts.** Agencies awarded funding under this provision shall be contacted in accordance with the policies stated in Section 6.70.~~

B. A. Matching / Leveraged Funds

1. **Conditions for use.** A proposal for match funding may be received by The Children's Trust either when:
 - a. The initial funding proposal is offered to the provider from the primary funding source; or
 - b. After the primary funding source has confirmed the award.
2. **Review.** The Executive Director or designee will review the application for documentation verifying that:
 - a. Match funding is required by the primary funding source.
 - b. Applicant brings new funds to Alachua County (i.e., not simply replacing an existing match or matching local dollars that already exist in the community).
 - c. Applicant provides recurring, sustainable and ongoing resources versus a one-time only match.
3. **Evaluation.** The Executive Director or designee will consider whether the proposal meets the stated goals and objectives stated by the Trust, whether the services fill a community need, and whether the costs are commensurate with the outcomes proposed by the Agency. The Executive Director may consider other criteria in making a recommendation for funding so long as the criteria is explicitly stated in the recommendation.
4. **Recommendation.** Agencies not recommended for funding shall be notified in writing by the Executive Director. Agencies recommended for funding shall be presented to the Board for approval.
5. **Contracts.** Agencies awarded funding under this provision shall be contacted in accordance with the policies stated in Section 6.70.

C. B. Sponsorships

1. **Conditions for use.** Children’s Trust of Alachua County (CTAC) wishes to support local agencies by providing sponsorships for events and activities supporting children and their families. Funds for this special category are limited and denial of any request shall in no way be construed as a reflection on the project submitted or the agency involved.
2. **Review.** The Executive Director or designee will review the application and documentation.
 - a. Submit a letter on the organization’s official letterhead signed by an authorized signer, at a minimum of sixty (60) days, but no more than one-hundred and eighty (180) days in advance of the planned activity.
 - b. Briefly describe the planned event and its relationship to the mission and goals of the CTAC.
 - c. Include information about the purpose/goals of the event, the estimated impact and number of citizens or community members reached.
3. **Evaluation.** The Executive Director or designee will consider whether the proposal meets the goals and objectives stated by the Trust, whether the event activities address a community need, and whether the costs are commensurate with the impact and reach proposed by the Agency. The Executive Director may consider other criteria in making a recommendation for funding so long as the criteria is explicitly stated in the recommendation.
4. **Recommendation.** Agencies not recommended for funding shall be notified in writing by the Executive Director. ~~Agencies recommended for funding shall be presented to the Board for approval.~~ Agencies recommended for funding will be reported to the Board each month on the Consent Agenda.
5. **Payment.** If approved by the Executive Director, the request and backup are provided to the CTAC Finance Department for processing. Checks are mailed to the organization.

PASSED AND ADOPTED BY THE CHILDREN'S TRUST OF ALACHUA COUNTY BOARD _____.

| | AYE | NAY | ABSENT | NOT VOTING |
|------------------------|------------|------------|---------------|-------------------|
| Lee Pinkoson | _____ | _____ | _____ | _____ |
| Dr. Maggie Labarta | _____ | _____ | _____ | _____ |
| Tina Certain | _____ | _____ | _____ | _____ |
| Dr. Karen Cole-Smith | _____ | _____ | _____ | _____ |
| Ken Cornell | _____ | _____ | _____ | _____ |
| Dr. Nancy Hardt | _____ | _____ | _____ | _____ |
| Dr. Carlee Simon | _____ | _____ | _____ | _____ |
| Dr. Patricia Snyder | _____ | _____ | _____ | _____ |
| Cheryl Twombly | _____ | _____ | _____ | _____ |
| Susanne Wilson Bullard | _____ | _____ | _____ | _____ |

Presiding Officer

Attest

Lee Pinkoson, Chairman,
Children's Trust of Alachua County

Tina Certain, Treasurer,
Children's Trust of Alachua County

File Attachments for Item:

7. Program Calendar - FY 2021-2022

Children's Trust of Alachua County FY22 Program Calendar

| Month/Date | Calendar Event |
|-------------------------------|--|
| September | |
| Tuesday, September 14, 2021 | Released- Youth Development Capacity Building Collaborative (YDCBC) |
| Tuesday, September 14, 2021 | RFP Released- Help Me Grow Alachua |
| Wednesday, September 22, 2021 | YDCBC Capacity Building- Information Session |
| October | |
| Friday, October 1, 2021 | Help Me Grow Bidder's Conference |
| Friday, October 1, 2021 | Contracts Begin for FY 22 |
| Wednesday, October 13, 2021 | YDCBC Community of Practice- Doing Business with the Trust |
| Friday, October 15, 2021 | Year End Reports and Final Invoices Due from Contracts for FY 21 |
| Monday, October 18, 2021 | YDCBC Community of Practice- Florida Afterschool Network |
| Monday October 18, 2021 | Continuation Funding for Promising Programs |
| Wednesday, October 20, 2021 | YDCBC Community of Practice- School Readiness Contracts |
| Wednesday, October 27, 2021 | YDCBC Community of Practice- DCF Licensing |
| Thursday, October 28, 2021 | Event- Lights on Afterschool |
| November | |
| Monday, November 1, 2021 | Review System Mapping Proposals |
| Thursday, November 4, 2021 | Business Leadership Institute for Early Learning Recruitment and Kick-off Dinner |
| Friday, November 5, 2021 | Business Leadership Institute for Early Learning Community Conversation |
| Monday, November 8, 2021 | YDCBC Capacity Building- Planning Session 1 |
| December | |
| Friday, December 3, 2021 | YDCBC Capacity Building- Planning Session 2 |
| January | |
| January | Contract Begins Accreditation Academy |
| Monday, January 3, 2022 | Contract Begins- Help Me Grow Alachua |
| Monday, January 3, 2022 | Interim Report Due for Pritzker Children's Initiative Community Grant |
| February | |
| February | Youth Employment Contract with Career Source |
| Monday, February 7, 2022 | RFP Release - Out of School Time and After-school Time |
| Saturday, February 12, 2022 | Business Leadership Institute for Early Learning Master Class Session 1 |
| March | |
| Saturday, March 5, 2022 | Business Leadership Institute for Early Learning Master Class Session 2 |
| April | |
| Saturday, April 2, 2022 | Business Leadership Institute for Early Learning Master Class Session 3 |
| Saturday, April 30, 2022 | Business Leadership Institute for Early Learning Master Class Session 4 |
| May | |
| May | Business Leadership Institute for Early Learning Master Class Series Graduation and Conference |
| June | |
| June | Contract Begins for Out of School Time |
| June | Contract Begins for Youth Employment |
| July | |
| July | Interim Report Due for Pritzker Children's Initiative Community Grant |
| August | |
| | |
| September | |

*Subject to change to reflect program updates

File Attachments for Item:

8. Afterschool Programming Scoring Summary

RFP 2021-06
Afterschool Programming Summary

| Organization Name | Average Score | Personnel | Operating | Indirect | Total Request From CTAC | Negotiated Contact Amount | # Sites | NON CTAC FUNDED YOUTH | CTAC FUNDED YOUTH | 21-22 School yr total # of overall children expected | Number of After school days | COST PER CHILD | Costs per day/per child |
|---|---------------|-----------|-----------|----------|-------------------------|---------------------------|----------|-----------------------|-------------------|--|-----------------------------|----------------|-------------------------|
| Kids Count | 4 | \$125,795 | \$36,729 | \$16,252 | \$178,775 | | 2 | 0 | 70 | 70 | 139 | \$ 2,553.93 | \$ 18.37 |
| Gainesville Circus Center | 3.67 | \$42,213 | \$84,966 | \$12,717 | \$139,896 | | 1 | 10 | 15 | 25 | 160 | \$ 9,326.41 | \$ 58.29 |
| Girls Place | 3.33 | \$26,913 | \$82,395 | \$10,931 | \$120,238 | | 1 | 80 | 50 | 130 | 163 | \$ 2,404.77 | \$ 14.75 |
| Aces in Motion | 3.33 | \$91,945 | \$79,366 | \$17,131 | \$188,443 | | 1 | 56 | 24 | 80 | 141 | \$ 7,851.77 | \$ 55.69 |
| Deeper Purpose Community Church, Inc | 3 | \$69,330 | \$12,500 | \$8,183 | \$90,013 | | 1 | 15 | 25 | 40 | 164 | \$ 3,600.52 | \$ 21.95 |
| Boys and Girls Clubs of Northeast FL - Alachua County | 3.33 | \$131,842 | \$29,600 | \$16,144 | \$177,586 | | 2 | 110 | 80 | 190 | 155 | \$ 2,219.83 | \$ 14.32 |
| The North Central Florida YMCA | 1.67 | \$79,909 | \$46,354 | \$12,626 | \$ 138,889 | | 1 | 5 | 20 | 25 | 165 | \$ 6,944.45 | \$ 42.09 |
| Total Request | | | | | \$ 1,033,840.20 | \$ 0.00 | 9 | 276 | 284 | 560 | | | |

Non-responsive Applications

Just for Us Education - Doesn't meet minimum qualifications

St. Barbara CFC Ministries, Inc - Doesn't meeting minimum qualifications

File Attachments for Item:

9. DCF Background Screening - Exemption from Disqualification

Kristy Goldwire

Subject: Appeal process instructions

From: Harris, Diane <Diane.Harris@myflfamilies.com>
Sent: Friday, August 6, 2021 1:27 PM
To: Belita James <bjames@childrenstrustofalachuacounty.us>
Subject: RE: Appeal process instructions

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

My apologies for the delay, I have been out sick this week.

If they are disqualified, they can request an exemption from disqualification.

They would need to go to our website and complete an Intent to Apply for Exemption from Disqualification.

Here is the link. [Intent to Apply for an Exemption from Disqualification | Florida Department of Children and Families \(myflfamilies.com\)](#)

Once we receive this, we will review and provide them with the application, questionnaire and a checklist to request the exemption.

I have staff that work with the applicants to assist them in going through the process.

The amount of time would depend on how many charges they have and how long it takes the applicant to get the required documentation we need to make a final decision.

Please let me know if I can be of further assistance.

Diane Harris, CPM
Chief of Policy and Public Relations
Background Screening Program
Office (850) 717-4636
Cell (850) 228-3148
2415 N. Monroe Street Suite 1176
Tallahassee, FL 32303

File Attachments for Item:

10. Unsolicited Proposal - Project YouthBuild



September 20, 2021

Jonathan Leslie
 Project YouthBuild
 P.O. Box 13522
 Gainesville, FL 32604

CC: Board of the Children's Trust of Alachua County

Dear Mr. Leslie:

First, I would like to acknowledge that I did receive your proposal on July 27th. I did not know that at the September 13th, 2021 board meeting. I did not recall any correspondence from you until August when you asked me to confirm that I received your original email. Once I received your prompting, your application was forwarded to the programs team to go through our review process. I can understand why you would be frustrated. Nevertheless, once I became aware of your proposal, the team at the CTAC worked as diligently and expeditiously as possible given our workload at the time the proposal was received. I understand that you did not think our response was fast enough, and the fact that other proposals submitted around the same time as yours appeared to receive a more expedited review sure did not help. For that, I apologize.

We will not be recommending any funding through the "Unsolicited Proposals" process at this time. In fact, at the September 27, 2021 CTAC Board Meeting, staff will be recommending that Board Policy 6.80,A be rescinded. We will also be presenting to the Board new figures on "Unallocated" dollars. The new figures take into account the recent awards for afterschool programming and estimates for some programs that were previously "TBD". Staff will discuss with the Board some recommendations on how to best use those remaining dollars.

Concerning the details of your proposal, while you provided an enthusiastic description of the type of activities delivered, there is very little in terms of data to quantify the program's performance. The CTAC has adopted the Results-Based Accountability Framework which measures program performance in terms of *how much* programs do in terms of quantity of services (i.e. number of clients, number of different services etc.), *how well* programs perform those services (i.e. satisfaction, completion percentages), and *better off* measures that show positive changes for the clients (i.e. gains in learning or knowledge, changes in behavior, etc.). I reviewed both your current proposal and your end-of-year report to the CTAC (see attached). While your end-of-year report contained information on the number of clients served through October 2020 (23 parents, 37 children, 2 pregnancies) and the number of

sessions per week (2), I did not find any data to substantiate the quality to which those services were delivered or if those services provided any measurable benefits to the parents and families. ***Of course, I know that the program must have provided a tremendous benefit to participants – you provided terrific testimonials in the end-of-year report.*** The stories of the parents that the program supported were extremely moving, touching, and heart-warming. Supporting those narratives with data would make your proposal even stronger in the future. Furthermore, your proposal asked for a funding increase from the original award. Without proposed performance measures, it is difficult to determine if the costs are commensurate with the expected outcomes. We also realize you are preparing your Final Report for FY 2021. Our hope is that once we receive your final report, we will better understand the program's performance.

Lastly, I very much enjoyed our conversation at your office on September 9, 2020. I recall the conversation very well and remember discussing the niche you believed this program filled, and telling me that the participants in this program were unlikely to receive the services of home visiting parent education programs due to the reluctance to let others in their home. As you may know, the Pritzker Children's Initiative has invested in Alachua County with the goal of providing support for our community to improve systems for children and families from prenatal-to-three years old. Mia Jones serves as our Pritzker Fellow and our Early Childhood Coordinator. It was my understanding that you already met with Deon and provided an overview of the parenting program. We have a big interest in seeing that parents and children are connected with resources that help children grow and develop, and that parents are able to access high quality childcare so they can get the support they need to work and provide for their families.

I would be happy to accept your offer from your email on August 26th to share some ideas on how your agency can expand its capacity to better support "opportunity youth" in our community and to receive some feedback on some initiatives the staff of the CTAC will be proposing in the very near future.

Sincerely,



Colin G. Murphy
Executive Director

**Florida Institute for Workforce Innovation d/b/a Project YouthBuild
Parenting Program
Children’s Trust of Alachua County
End of Year Report
October 12, 2020**

To be completed by the Providing Agency

| How much? | Actual | How well? | Actual | Anyone better off? | Actual |
|---|---------------------|------------------------------------|--------|--------------------|--------|
| Expected # of children to be served: 35-55 | 37 | Exceeding YTD performance measures | n/a | yes | n/a |
| Intensity of Services: On-going engagement (weekly sessions) | At least 2 per week | | | | |

Project Narrative:

Describe what has been accomplished year-to-date.

Include any adjustments due to COVID-19 or any other helpful information

Accomplishments Year to Date

Launched in 2009, Project YouthBuild, is a 9-month educational, occupational, and leadership program for young people ages 16 – 24 who have dropped out of school and have a low-income. Traditionally, 45-60% of young people enrolled in Project YouthBuild are parents with few of them engaging in available parenting and home visitation programs. The PYB Parenting Program was developed to help meet the needs of young parents and their children living in our community who lack access to resources. Created using a blended model, the PYB Parenting Program, provides young parents with evidence-based parenting skills/education while increasing their engagement and participation with existing programs through effective advocacy and relationship building---while serving as an early intervention program for their young children.

To date, the PYB Parenting Program has served 23 parents, 37 children, 2 current pregnancies.

Parent Information:

Age Range: 18 – 27 years old
Average Age: 22
Total females: 20
Total males: 3
Single Parents: 15

Children Information:

Age Range: Newborn – 10 years old
Median Age: 1.5 years old
Female children: 17
Male children: 20

Variety of Course Offerings to Date (at least 2 course offerings per week since August):

- | | |
|--|------------------------------|
| Co-Parenting Seminar | Financial Literacy |
| Early Steps Developmental Screening Program | Meal Planning |
| Mindfulness & Stress Management | Family Planning |
| Time Management | Phono-Graphix Literacy Class |
| Read-a-Long & Navigating Library Website | Safe Playgroups Workshop |
| Cares Clinic (Assisted Parents with Completion of Alachua Cares Application) | |

November Scheduled Courses:

- | | |
|-------------------------------------|-----------------------------------|
| Doula Birthing & Postpartum Care | Communicating with Children Class |
| Safe Sleep Class | Nutrition & Healthy Cooking Class |
| Healthy Discipline | Phono-Graphix Literacy Class |
| Post-Secondary Financial Aid Clinic | Fatherhood Initiative |
| Peer Support Groups | |

Partner Collaboration Year to Date:

- | | |
|---|------------------------|
| Early Learning Coalition | Santa Fe College |
| University of Florida | Library Partnership |
| Partnership for Strong Families | Bread of the Mighty |
| Big Brothers, Big Sisters | Stokes Center |
| Gainesville Thrives | Planned Parenthood |
| Community Action Agency | Friends of the Library |
| Healthy Start | Healthy Families |
| System of Care | City of Gainesville |
| River Phoenix Center for Peace Building | Meridian |
| BOOST Alliance | Head Start |

Case Management/Support Services Overview:

- | | |
|-------------------------------------|------------------------------|
| Mental Health Counselling Referrals | Food & Nutrition Distributed |
| Baby Formula Distributed | Diapers Provided |

| | |
|---|--|
| +50 Books Given Away | FAFSA Assistance |
| Home Furniture Provided for Family of 6 | Distributed Bus Passes |
| Distributed Gas Cards | Program Referral |
| Assisted with ELC childcare applications | Utility Assistance |
| Childcare payment assistance | Transportation to medical appointments |
| Assisted parents with Alachua Cares Application | |

Parenting Program in Progress:

Jane

Jane is a 27-year-old mother of three. Since August, Jane and her 3-year-old daughter, 1.5-year-old son, and 6-month-old son have lived in an extended stay motel while their subsidized 1-bedroom apartment is being remodeled. The motel is located in Southwest Gainesville and her apartment is located in Northeast Gainesville. The PYB Parenting Coordinator was able to meet Jane at her temporary residence to complete an enrollment and intake assessment. Jane was able to outline barriers and challenges that were most pressing in her current situation. She shared that living in a small hotel room with no transportation made it difficult to go grocery shopping due to walking with her 3 children and carrying groceries back to her residence. In addition, Jane reported she had not been able to take her children to medical appointments since the Covid-19 stay at home order was issued in March. She expressed concerns related to her emotional well-being and feeling trapped in her motel room with no one to talk to for long periods of time. Lastly, Jane needed assistance finding a job as she had not been employed for over three years.

Since that initial meeting, Jane has started a part time job working 4 days a week and was given a bus pass which she now uses to get to and from work. Prior her first day of work she shared that she wasn't able to purchase scrubs that were required for her position and we were able to assist her with purchasing her uniform. She has established a positive relationship with a licensed mental health counselor and is meeting weekly via zoom or in person. The PYB Program Coordinator took her to the grocery store, so Jane could stock up on groceries. Staff also assisted Jane with making a formal request to her landlord for a 3-bedroom apartment at her housing complex and the management committed in writing to provide a 3-bedroom apartment versus the 1-bedroom apartment she currently occupies. Jane applied for utility assistance through the LIHEAP at Community Action Agency and staff are assisting her with a childcare application with the Early Learning Coalition. Finally, she hadn't been able to take her two children to the doctor since the COVID-19 stay at home order began in March, so the PYB Program Coordinator picked up her and her children from the motel and transported them to the doctor's office, where her children were updated on their immunizations. She has been actively in contact with staff at PYB, and has attended and participated in weekly parenting classes.

Mary

Mary is a 22-year-old single mother with a 2-year-old daughter. Mary is a current student at Project YouthBuild and was one of the first applicants to the Parenting Program, attending the open house August 3rd with her daughter. Mary's goals for the Parenting Program included learning about developmental milestones for her daughter and making sure she was reading to her daughter regularly. Since enrolling in the program, she has been an active participant in courses such as family planning, financial literacy, and more. Mary has not only been involved as a participant, but she had advocated for other young parents with young children by recommending class topics that would benefit her peers. We have invited her into partnership

meetings with other organizations, so she can speak to the needs and interests of parents involved in our program. Mary participated in one of our Alachua CARES clinics to apply for funding after losing her job in the spring due to the pandemic and she received funding assistance for her and her daughter. Once she graduates from Project YouthBuild, Mary's future goals include attending Santa Fe College to become an EMT. Parenting Program staff are assisting her now with completing financial aid and college applications, so she can enroll this Spring.

Adjustments as a Result of COVID- 19

Like many organizations and programs, the Project YouthBuild Parenting Program operational plan and delivery has been impacted by the Covid-19 pandemic. Program modifications for the Parenting Program have been based on CDC, state, and local guidance always placing the safety of staff, young people enrolled in the program and their children, and our community partners. Program recruitment has been impacted by the pandemic as it has limited our ability to present to groups, host open houses, and other activities involving contact with the community. With the exception of limited instances, all classes and workshops have taken place via distance learning and meeting on Zoom. Relying on distance learning and virtual meeting platforms has limited our course and workshop offerings that would require hands on learning activities. Due to the majority of partner locations being closed throughout the pandemic it has limited our ability to host classes and workshops in outlying communities in the community.

One of the most significant adjustments we have made is to develop a comprehensive strategy to mitigate food access, housing and financial hardships that the majority of the families we work with have experienced since March. The Parenting Program Coordinator has spent significant time assisting families to secure assistance related to food, utilities, housing, job losses and health crises. One of our core priorities has been to help young parents and their children stabilize their current living situation, so they can focus on positive development.

With the everchanging environment, we have learned valuable lessons. For example, we now utilize tele-counseling when appropriate. This adjustment has helped young people with lack of transportation meet regularly with their counselor. We have developed courses and workshops that work well using a virtual meeting environment and we will continue to offer a variety of learning and support opportunities to young parents and their children utilizing virtual platforms. We have been able to teach young people how to utilize technology that will help them in their educational, occupational, and personal development pursuits.

Lastly, given all the challenges, obstacles, and limitations the pandemic has imposed on our community and program, we have been extremely encouraged with the participation by young people and their children and we continue to see growing interest. We are confident that the PYB Parenting Program is helping meet an unmet need in our community and addressing the Trust's four overarching points of emphasis: All children are born health and remain healthy; all children learn what they need to be successful; all children have nurturing, supportive caregivers and relationships; all children live in a safe community. We look forward to collaborating with the Trust and community partners to provide important and timely supports and services to young parents and their children.

PROJECT YOUTHBUILD

July 25, 2021

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

Mr. Murphy-

I hope this finds you doing well. As you are aware, on June 1, 2020 the Children's Trust of Alachua County awarded a 1-year grant award totaling \$96,874.00 to Project YouthBuild (PYB) to establish the PYB Parenting Program. We are truly thankful for the support the Trust provided to help us address the needs of young parents and their children. I am writing today for you to consider awarding funding in the amount of \$180,539 (Budget Attached) for year two of this important and impactful program. We are hopeful this request can be presented at your upcoming meeting on August 9, 2021.

Shortly after launching the PYB Parenting Program, Covid-19 cases peaked in Florida creating an incredibly challenging environment to operate a new initiative. Our staff quickly adjusted our program design and delivery to provide case management, parenting and reading classes, support groups and other program components to parents via Zoom and distance learning platforms. Over the past year we helped young parents and their children navigate the closing of schools, loss of jobs and daycare, food shortages, and more, not to mention the stress and anxiety brought on by these events. In addition to impacting service delivery, we were unable to conduct development and fundraising activities planned to support continued operations of the PYB Parenting Program due to economic uncertainty related to the pandemic.

We are thankful for the support the Trust provided to PYB in 2020-21. We realize that our grant award from the Trust was a one-time award, but request your consideration of providing an additional grant award given the unforeseen circumstances created by the 1 in 100 years pandemic. Please do not hesitate to contact me if you have any questions or need additional information.

Kind Regards,


Jonathan Leslie

Attachment: Year 2 Budget



PYB Parenting Program 2021-2022

| | Annual Salary | FTE | Year 1 |
|----------------------------------|---------------|-----|-------------------|
| Total Salaries | | | \$77,277 |
| Total Fringe and Benefits | | | \$24,668 |
| Salaries and Fringe | | | \$101,944 |
| Healthy Communication Class | | | \$3,600 |
| Total Contractual | | | \$3,600.00 |
| Local Travel | | | \$1,200 |
| Bus Passes | | | \$875 |
| Total Travel | | | \$2,075 |
| Capital Outlay Equipment | | | \$0 |
| Background Screenings | | | \$240 |
| Childcare Assistance | | | \$15,840 |
| Program Supplies | | | \$4,500 |
| Curriculum | | | \$1,200 |
| Support Services | | | \$12,800 |
| Mental Health Counseling | | | \$2,440 |
| Crisis Housing Assistance | | | \$15,500 |
| General/Professional Liability | | | \$900 |
| Payroll Services | | | \$600 |
| Telephone & Communications | | | \$900 |
| Admin Expenses/Overhead | | | \$18,000 |

| | | | |
|--------------------------|--|--|------------------|
| Total Other Costs | | | \$72,920 |
| Total | | | \$180,539 |

File Attachments for Item:

11. CAPP Awards FY22-24

CAPP AWARDS FY22-24

| | Agency | Program | Approved Funding FY 2022-24 |
|----|---|--|--------------------------------|
| 1 | Alachua County Coalition for the Homeless and Hung | Shelter Housing Services | \$21,232.13 |
| 2 | Alachua Habitat for Humanity | Alachua Habitat for Humanity Construction Inflation | \$53,987.35 |
| 3 | Boys & Girls Clubs of Northeast Florida | Project Learn/Power Hour | \$31,904.81 |
| 4 | Bread of the Mighty Food Bank, Inc. | HOPE Preserved for Alachua County | \$42,464.25 |
| 5 | Bread of the Mighty Food Bank, Inc. | Gainesville Harvest | \$22,647.60 |
| 6 | Caring and Sharing Learning School, Inc. | Academic/After-school Program | \$22,813.28 |
| 7 | Catholic Charities Bureau, Inc. -- Gainesville Regional | Housing Assistance- Homeless prevention | \$19,816.65 |
| 8 | Catholic Charities Bureau, Inc. -- Gainesville Regional | Weekend Hunger Backpack Program | \$17,834.99 |
| 9 | CDS Family & Behavioral Health Services, Inc. | SNAP in Schools - Building a Foundation to Mitigate P | \$37,191.89 |
| 10 | Child Advocacy Center, Inc. | Reducing Trauma to Abused Children: Therapy Progr | \$67,345.33 |
| 11 | Children's Home Society of Florida | Howard Bishop, a Community Partnership School | \$57,676.65 |
| 12 | Cultural Arts Coalition | Science Clubs and Science Bus | \$16,012.99 |
| 13 | Early Learning Coalition of Alachua County, Inc. | After-School Care for Children of Working Poor | \$16,985.70 |
| 14 | Easter Seals Florida, Inc. | Easter Seals ADHC at Altrusa House | \$26,554.31 |
| 15 | Eldercare of Alachua County Inc. | Adult Day Care | \$11,543.48 |
| 16 | Eldercare of Alachua County Inc. | OAA - Senior Nutrition | \$32,061.64 |
| 17 | Epilepsy Florida, Inc. | Epilepsy Services | \$19,290.66 |
| 18 | Equal Access Clinic Network | Increasing access to prenatal health care for vulnerab | \$30,908.31 |
| 19 | Family Promise of Gainesville, Florida, Inc. | Shelter & Sustainable Housing for Families | \$48,300.54 |
| 20 | Fellowship Church of High Springs | Community Service Projects | \$16,985.70 |
| 21 | Florida Organic Growers & Consumers Inc. | Local Food Security Project | \$8,524.56 |
| 22 | Gainesville Area Community Tennis Association, Inc. | Aces In Motion After School Program | \$17,693.44 |
| 23 | Gainesville Community Counseling Center | Mobile Mental Health Clinic | \$31,140.45 |
| 24 | Gainesville Opportunity Center | Wellness for those with persistent mental illness | \$24,249.21 |
| 26 | Girl Scouts of Gateway Council, Inc. | Girl Scout Community Development Troops | \$11,799.40 |
| 27 | Kids Count in Alachua County | Literacy-Focused Tutoring and Support | \$31,989.74 |
| 28 | New Technology Made Simple Now | STEAM Engine Mobile Makerspace | \$5,180.64 |
| 29 | Pace Center for Girls, Inc. | Spirited Girls! | \$37,690.14 |
| 30 | Partnership for Strong Families, Inc. | Academic Success and Enrichment Program | \$34,667.82 |
| 31 | Peaceful Paths, Inc. | Peaceful Paths Child and Youth Services | \$25,851.39 |
| 32 | Peaceful Paths, Inc. | Peaceful Paths Emergency Housing Campus | \$70,244.37 |
| 33 | Rebuilding Together North Central Florida, Inc. | Critical Home Repair | \$18,614.21 |
| 34 | Rebuilding Together North Central Florida, Inc. | CWC Energy Tune-Up Program | \$10,637.01 |
| 35 | Rebuilding Together North Central Florida, Inc. | CWC Energy Upgrade Program | \$10,223.13 |
| 36 | Rebuilding Together North Central Florida, Inc. | Emergency Home Repair | \$26,313.68 |
| 37 | St Francis House, Inc. | Adequate Food | \$30,776.39 |
| 38 | St Francis House, Inc. | Emergency Shelter and Affordable Housing | \$90,460.75 |
| 39 | Three Rivers Legal Services, Inc. | Alachua County housing project | \$28,309.50 |
| 40 | UF Foundation for the benefit of Mobile Outreach Cli | Access to Care and Education for Community Health | \$89,606.37 |
| 41 | United Church of Gainesville | Rawlings Elementary Food4Kids Backpack Program | \$28,769.81 |
| 42 | United Way of North Central FL | 211 - Get Connected. Get Help.™ | \$19,816.65 |
| 43 | University of Florida College of Nursing Faculty Practi | Nurses Impacting the Community | \$33,883.08 |
| | | | \$1,300,000 |

