



CHILDREN'S TRUST
OF ALACHUA COUNTY

CHILDREN'S TRUST REGULAR BOARD MEETING AGENDA

October 09, 2023 at 4:00 PM

CTAC, 802 NW 5th Ave, 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. [Board Attendance YTD](#)
2. [9.13.23 Regular Board Meeting Minutes](#)
3. [9.25.23 Final TRIM Hearing Minutes](#)
4. [9.25.23 Board Meeting Evaluation - Survey Results](#)
5. [September 2023 Checks and Expenditures Report](#)
6. [Monthly Budget Review](#)
7. [4th Quarter Financial Report FY23 to BoCC](#)
8. [Programmatic Award and Expense Report](#)
9. [Emergent Needs Applications](#)
10. [September Sponsorship Applications](#)
11. [Contract for HR Services with James Moore](#)

General Public Comments

Chair's Report

12. Evaluation of the Executive Director

Executive Director's Report

13. [10.09.2023 ED Report](#)

Presentations

14. Jack Levine - Statewide Advocate & Founder of 4 Generations Institute

New Business

15. [Informational: Contract for Potential Property](#)
16. [CTAC Funding Timeline & Implementation Plan](#)

New Business

17. [FY22 Employee Audit Policy Updates \(Marsha Kiner and Danielle Towery\)](#)

General Public Comments

Board Member Comments

Next Meeting Dates

Joint Meeting with the City of Gainesville - Monday, November 6th, 2023 @ 4:00 PM
Gainesville City Hall, R. L. Kline Conference Room, 200 E Univ. Ave, Gainesville, FL 32601

Regular Board Meeting - Monday, November 13th, 2023 @ 4:00 PM
Children's Trust of Alachua County, 802 NW 5th Ave, Gainesville, FL 32601

Regular Board Meeting - Monday, December 11th, 2023 @ 4:00 PM
Children's Trust of Alachua County, 802 NW 5th Ave, Gainesville, FL 32601

Adjournment

Virtual Meeting Information

View or listen to the meeting: https://www.youtube.com/channel/UCpYNq_GkjCo9FQo3qR5-SOw
Public Comments: Submit online at <http://www.childrenstrustofalachuacounty.us/commentcard>.

Guidelines for Public Comments

Public comments can be made in person at Children's Trust Board Meetings. We will no longer take comments by Zoom or by phone. If you would like to submit a written comment or a written transcript of your public comment before or after the meeting, these will be provided to Board Members prior to the next Board Meeting.

Any member of the public wishing to be heard either under the agenda section "General Public Comments" or on a specific agenda item shall approach the podium at the appropriate time.

Members of the public recognized by the Chair will have three (3) minutes to speak on a single subject matter. If an individual seeks 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 the approval of the Board or Committee. The Clerk of the Trust is the official timekeeper.

Public members may not share or transfer all or part of their allotted time to any other person or agenda item, except as permitted by this Policy. To the extent a speaker has previously addressed a Board or Committee on the same subject, the Board Chair may limit repeat comments at the Board meeting by the same speaker.

File Attachments for Item:

1. Board Attendance YTD

2023 Board Member Attendance

Item 1.

Regular Meetings	1/9/2023	2/13/2023	3/20/2023	4/3/2023	5/8/2023	6/12/2023	7/10/2023	8/14/2023	9/13/2023	9/25/2023	10/9/2023	11/13/2023	12/11/2023
Labarta	P	P	P	P	absent	P	P	absent	P	P			
Certain	P	P	P	P	P	P	P	P	P	absent			
Pinkoson	P	P	P	P	P	P	P	P	P	P			
Andrew	P	P	P	P	P	P	P	P	V	P			
Chance	N/A	N/A	N/A	N/A	N/A	N/A	P	P	P	P			
Cole-Smith	P	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			
Cornell	P	P	P	P	P	P	P	P	P	P			
Ferrero	P	P	P	P	P	P	P	P	P	P			
Hardt	P	P	P	P	P	V	V	V	V	V			
Snyder	P	P	P	P	absent	P	N/A	N/A	N/A	N/A			
Twombly	P	P	P	P	V	P	P	P	V	V			

Special Meetings	Workshop Listening Project 4/3/2023	Joint with Board of County Commissioners 4/24/2023	Workshop Strategic Plan 6/12/2023	Workshop Fund Balance 8/14/2023	First TRIM FY2024 9/13/2023	Final TRIM FY2024 9/25/2023	Joint with City of Gainesville 11/6/2023
Labarta	P	P	P	absent	P	P	
Certain	P	P	P	P	P	absent	
Pinkoson	P	P	P	P	P	P	
Andrew	P	P	P	absent	V	P	
Chance	N/A	N/A	N/A	P	P	P	
Cornell	P	P	P	P	P	P	
Ferrero	P	P	P	P	P	P	
Hardt	P	P	P	absent	V	V	
Snyder	P	P	P	N/A	N/A	N/A	
Twombly	P	P	P	P	V	V	

V = Virtual Attendance
P = Physical Attendance

File Attachments for Item:

2. 9.13.23 Regular Board Meeting Minutes



CHILDREN'S TRUST
OF ALACHUA COUNTY

CHILDREN'S TRUST REGULAR BOARD MEETING MINUTES

September 13, 2023 at 4:00 PM

CTAC, 802 NW 5th Ave, Gainesville, FL 32601

Call to Order

Chair Tina Certain called the meeting to order at 4:00 PM.

Roll Call

PRESENT

Chair Tina Certain

Vice Chair Lee Pinkoson

Treasurer Ken Cornell

Member Shane Andrew – attended virtually (Non-Voting)

Member Mary Chance

Member Judge Denise R. Ferrero

Member Nancy Hardt – attended virtually (Non-Voting)

Member Maggie Labarta

Member Cheryl Twombly – attended virtually (Voting)

Motion made by Vice Chair Pinkoson, Seconded by Member Cornell to allow Member Twombly the right to vote due to an extraordinary circumstance. A physical quorum of five members voted on this motion.

Motion was unanimously approved by voice vote.

Agenda Review, Revision and Approval

Motion to approve the agenda made by Vice Chair Pinkoson, Seconded by Member Cornell.

Motion was unanimously approved by voice vote.

Consent Agenda

1. Board Attendance YTD
2. Joint Meeting BoCC/CTAC Minutes
3. May Steering Committee Meeting Minutes
4. Board Workshop on Strategic Plan Minutes
5. 8.14.23 Board Workshop on Fund Balance Minutes

6. 8.14.23 Regular Board Meeting Minutes
7. 8.14.23 Board Meeting Evaluation - Survey Results
8. August 2023 Checks and Expenditures Report
9. Monthly FY23 Budget Review
10. Programmatic Awards and Expenditures Report
11. August Sponsorships

General Public Comments

Chair's Report

Executive Director's Report

12. 9.13.23 ED Report

ED Kiner informed the board about recent events in which the Trust participated. The City of Gainesville Gun Violence Prevention Summit had a Youth Town Hall that was sponsored by CTAC. The BE You Power Summit with the School District and State Attorney's Office included local law enforcement officers presenting to area youth on a range of topics, and the TeensWork program had an End of Summer Banquet to celebrate the teens' participation and accomplishments. She asked the board to choose a new date for their joint meeting with the City of Gainesville, the consensus chose November 6, 2023.

Regarding agenda items, she suggested transportation and safe spaces for out-of-school time. Member Cornell suggested adding an item about the new community Task Force on Gun Violence, and Member Hardt suggested an item on summer jobs. This year's Lights On Afterschool event will take place on October 26, 2023, from 4:00-6:00pm at Camp Kulaqua.

Old Business

13. Recommendation for Award – RFP 2023-02 Youth Mentoring

Kristy Goldwire, Director of Program Operations, presented an overview of the Youth Mentoring RFP process. The RFP was open for five weeks, staff held two bidders' conferences, and three sessions of office hours. Twenty-two applications were received for funds up to \$75,000 each. The total award is up to \$500,000; therefore the top six programs are recommended for this two-year funding.

Motion made by Member Cornell, Seconded by Member Labarta to approve Resolution 2023-14 for RFP 2023-02 Youth Mentoring Program, authorize the Executive Director to negotiate and execute agreements with Big Brothers Big Sisters, Education Foundation, Community Impact Corporation, I am Stem, Made for More, and Motiv8u for up to \$500,000, and authorize the Executive Director to negotiate and execute agreement with IGB Education for any remaining funds up to the individual allowance of \$75,000.

Motion was unanimously approved by voice vote.

Member Cornell suggested asking the City of Gainesville and the Board of County Commissioners to fund, for one year, the additional mentoring programs with scores above 70%, to meet the shared community goals of reducing gun violence in Alachua County.

Member Labarta noted that mentoring as a prevention method would ultimately require long-term funding, therefore performance measures will be very important. She also voiced her approval for future mini-grants for proof-of-concept ideas.

Board Member Comments

Member Ferrero requested that future schedules remember all holidays when scheduling meetings.

Member Chance asked if there is a timeline of programs that show their RFP and contract deadlines. ED Kiner will put something together for the October board meeting.

Several board members asked if the next regular meeting is necessary. ED Kiner confirmed that a presentation is planned for that day. The board decided to start the meeting at 4:30 PM instead of 4:00 PM.

Next Meeting Dates

Regular Board Meeting - Monday, September 25th, 2023 @ 4:00 PM
Children's Trust of Alachua County, 802 NW 5th Ave, Gainesville, FL 32601

Final TRIM Hearing - Monday, September 25th, 2023 @ 5:01 PM
Children's Trust of Alachua County, 802 NW 5th Ave, Gainesville, FL 32601

Adjournment

Chair Certain recessed the meeting at 5:01 PM.

Chair Certain reconvened the meeting at 5:12 PM.

Chair Certain adjourned the meeting at 6:24 PM.

File Attachments for Item:

3. 9.25.23 Final TRIM Hearing Minutes



CHILDREN'S TRUST
OF ALACHUA COUNTY

FINAL TRIM HEARING

MINUTES

September 25, 2023 at 5:01 PM

CTAC, 802 NW 5th Ave, Gainesville, FL 32601

Call to Order

Vice Chair Pinkoson called the meeting to order at 5:01 PM.

Roll Call

PRESENT

Vice Chair Lee Pinkoson

Treasurer Ken Cornell

Member Shane Andrew

Member Mary Chance

Member Judge Denise R. Ferrero

Member Nancy Hardt – attended virtually (Non-Voting)

Member Maggie Labarta

Member Cheryl Twombly – attended virtually (Voting)

ABSENT

Chair Tina Certain

Motion made by Member Labarta, Seconded by Member Ferrero to allow Member Twombly the right to vote due to an extraordinary circumstance.

A physical quorum of five members voted on this motion.

Motion was unanimously approved by voice vote.

Agenda Review, Revision and Approval

Motion to approve the agenda made by Member Cornell, Seconded by Member Chance.

Motion was unanimously approved by voice vote.

Public Hearing - FY 2023-24 Final Millage and Final Budget

1. Resolution 2023-17 (Final Millage) and Resolution 2023-18 (Final Budget)

Motion made by Member Labarta, Seconded by Member Andrew to approve Resolution 2023-17 Final Millage.

Voting Yea: Vice Chair Pinkoson, Member Cornell, Member Andrew, Member Chance, Member Labarta, Member Twombly

Not Voting: Member Judge Denise R. Ferrero

Motion made by Member Cornell, Seconded by Member Andrew to approve Resolution 2023-18 Final Budget.

Voting Yea: Vice Chair Pinkoson, Member Cornell, Member Andrew, Member Chance, Member Ferrero, Member Labarta, Member Twombly

2. FY 2023-24 Proposed Budget

Board Member Comments

General Public Comments

Next Meeting Dates

Regular Board Meeting - Monday, October 9th, 2023 @ 4:00 PM
Children's Trust of Alachua County, 802 NW 5th Ave, Gainesville, FL 32601

Adjournment

Vice Chair Pinkoson adjourned the meeting at 5:10 PM.

File Attachments for Item:

4. 9.25.23 Board Meeting Evaluation - Survey Results



Summary of Board Meeting Evaluation Surveys

Per Board Policy 1.15, each meeting Board members will have the opportunity to evaluate the effectiveness and efficiency of meetings and provide suggestions on how to improve and best use time during Board meetings. The following is a summary of the input Board members provided for review by the Board, CTAC staff, and members of the public regarding the most recent Board meeting.

<u>Date of Meeting:</u>	September 25, 2023
<u>Completion Rate:</u>	75% of Board members completed (6 of 8)¹

Evaluation of Meeting Components:


Board members rate the effectiveness and efficiency of four meeting components from 1 to 4. A rating of 1 = “poor”, 2 = “fair”, 3 = “good”, and 4 = “excellent”. All meeting components received ratings of “excellent”. Several Board members made positive remarks regarding the presentation and information shared by Healthy Start of North Central Florida about the Family Partner / NewboRN home visiting programs.

Date of Meeting	Meeting Component			
	Materials Provided	Meeting Facilitation	CTAC Staff	Presentations
September 25, 2023	4.00 ↑	4.00 ↑	4.00 ↑	4.00 ↑
Average Rating (Cumulative to Date)	3.70	3.82	3.82	3.77

¹ Eight Board members attended in-person or virtually on 9/25/2023, six (6) of which completed a survey.

Materials Provided (The Board packet was received in a timely fashion and provided the information needed to prepare for the meeting)

Member Name	Rating	Average Rating
Andrew	4	4.00
Chance	4	
Cornell	4	
Ferrero	4	
Labarta	4	
Pinkoson	4	




Comments:

- Great data provided. (Cornell).

Meeting Facilitation (The Chair ensured Board members and members of the public who wanted to speak had the opportunity to be heard)

Member Name	Rating	Average Rating
Andrew	4	4.00
Chance	4	
Cornell	4	
Ferrero	4	
Labarta	4	
Pinkoson	4	




Comments:

- Excellent facilitation by the Vice Chair. (Andrew).
- Appreciated the chance to have in-depth dialogue with the NewboRN program representatives. (Chance).

CTAC Staff (CTAC staff were knowledgeable on their agenda items and prepared to address questions, or provide a plan for follow-up)

Member Name	Rating	Average Rating
Andrew	4	4.00
Chance	4	
Cornell	4	
Ferrero	4	
Labarta	4	
Pinkoson	4	




Comments:

- Our CTAC staff members are phenomenal! (Andrew).

Presentations (Presentations were helpful in providing information on programs and policies to guide decision-making and allow for input and transparency)

Member Name	Rating	Average Rating
Andrew	4	4.00
Chance	4	
Cornell	4	
Ferrero	4	
Labarta	4	
Pinkoson	4	



Comments:

- Uplifting home visiting performance, education, and resource shared during the presentation. (Andrew).

Finally, Board members can provide general comments on the meeting overall as well as topics they'd like to see addressed on future agendas. These comments are listed below.

General Comments:

- None Received.

Items, Presentations, or other Information for future Board agendas:

- None Received.

File Attachments for Item:

5. September 2023 Checks and Expenditures Report



Item:

September 2023 Checks and Expenditures Report

Requested Action:

The Trust is asked to receive the report.

Background

Resolution 2020-2 requires that “All checks for expenditures or contracts which have not been expressly approved by the Trust shall be reported to the Trust on a monthly basis. The report may be under the consent agenda subject to being removed for further discussion.”

Attachments

September 2023 Bank Activity Report

Programmatic Impact:

NA

Fiscal Impact:

NA

Recommendation:

Receive the Report

Children's Trust of Ala Cty LIVE
Bank Account Activity Report
 Reconciled & Un-Reconciled
 From Date: 09/01/2023 - To Date: 09/30/2023

Bank	Bank Account					
Bank of America	Concentration Account					
Deposits:						
Date	Type	Deposit Information	Description	Department	Amount	
No Transactions Exist						
Checks:						
Check Number	Payment Date	Reconciled	Source	Payee Name	Amount	
No Transactions Exist						
EFTs:						
EFT Number	Payment Date	Reconciled	Source	Payee Name	Amount	
34	09/01/2023		Accounts Payable	MISSION SQUARE RETIREMENT	476.89	
35	09/13/2023		Accounts Payable	MISSION SQUARE RETIREMENT	457.43	
					\$934.32	
Returned Checks:						
Date	Payer	Check Number			Amount	
No Transactions Exist						
Wire Transfers:						
Type	Date	Vendor	Description	Internal Account	Amount	
No Transactions Exist						

Deposits:	Date	Type	Deposit Information	Description	Department	Amount
No Transactions Exist						

Checks:	Check Number	Payment Date	Reconciled	Source	Payee Name	Amount
	11598	09/01/2023		Accounts Payable	Doves of Loves Cleaning Services LLC	400.00
	11599	09/01/2023		Accounts Payable	Florida Blue Key a Florida Corporation	25.00
	11600	09/01/2023		Accounts Payable	Goodwill Industries of North Florida	234,493.02
	11601	09/01/2023		Accounts Payable	The District Board of Trustees of Santa Fe College	35,117.56
	11602	09/08/2023		Accounts Payable	ALACHUA COUNTY BOCC	5,034.24
	11603	09/08/2023		Accounts Payable	Childrens Home Society of FL	4,058.91
	11604	09/08/2023		Accounts Payable	Doves of Loves Cleaning Services LLC	200.00
	11605	09/08/2023		Accounts Payable	Florida Blue Key a Florida Corporation	160.00
	11606	09/08/2023		Accounts Payable	Health Equity Inc	75.00
	11607	09/08/2023		Accounts Payable	REAL ESTATE ACQUISITION FOR CHILDREN, LLC	6,300.00
	11608	09/15/2023		Accounts Payable	Doves of Loves Cleaning Services LLC	400.00
	11609	09/15/2023		Accounts Payable	Gainesville Bridge Inc. dba PEAK Literacy	4,374.56
	11610	09/15/2023		Accounts Payable	Goodwill Industries of North Florida	34,178.87
	11611	09/15/2023		Accounts Payable	Minority Business Listings Inc	10,000.00
	11614	09/22/2023		Accounts Payable	City of Alachua	4,890.07
	11615	09/22/2023		Accounts Payable	City of Gainesville	10,000.00
	11616	09/22/2023		Accounts Payable	Doves of Loves Cleaning Services LLC	400.00
	11617	09/22/2023		Accounts Payable	Gainesville Bridge Inc. dba PEAK Literacy	4,762.23
	11618	09/22/2023		Accounts Payable	GAINESVILLE REGIONAL UTILITIES	975.25
	11619	09/22/2023		Accounts Payable	GAINESVILLE REGIONAL UTILITIES	700.00
	11620	09/22/2023		Accounts Payable	Health Equity Inc	45.00
	11621	09/22/2023		Accounts Payable	Larry Brown DBA Clubhouse Athletics	4,960.00
	11622	09/22/2023		Accounts Payable	OFFICE DEPOT	636.63
	11623	09/22/2023		Accounts Payable	University of Florida Board of Trustees	305.00
	11624	09/22/2023		Accounts Payable	Gainesville Thrives	2,943.16
	11625	09/27/2023		Accounts Payable	Salter Feiber, Attorneys at Law	50,000.00
	11626	09/29/2023		Accounts Payable	Doves of Loves Cleaning Services LLC	400.00
	11627	09/29/2023		Accounts Payable	James Moore & Co P. L.	2,000.00
						\$417,834.50

EFTs:	EFT Number	Payment Date	Reconciled	Source	Payee Name	Amount
	456	09/01/2023		Accounts Payable	Community Impact Corporation, Karl Anderson	39,248.16
	457	09/01/2023		Accounts Payable	Genesis Family Enrichment Center	3,365.00
	458	09/01/2023		Accounts Payable	I AM STEM, LLC	76,260.81
	459	09/01/2023		Accounts Payable	North Central Florida YMCA	75,061.15
	461	09/01/2023		Accounts Payable	Health Equity Inc	226.67
	477	09/01/2023		Accounts Payable	Health Equity Inc	48.98
	462	09/08/2023		Accounts Payable	AFLAC	569.00
	463	09/08/2023		Accounts Payable	CFX OFFICE TECHNOLOGY	272.24
	464	09/08/2023		Accounts Payable	GAINESVILLE AREA COMMUNITY TENNIS ASSOCIATION	55,319.82
	465	09/08/2023		Accounts Payable	Genesis Family Enrichment Center	7,836.20

myReports

Check Number	Date	Account	Description	Amount
466	09/08/2023	Accounts Payable	KIDS COUNT IN ALACHUA COUNTY, INC.	28
467	09/08/2023	Accounts Payable	PACE CENTER FOR GIRLS INC	7,021.23
468	09/08/2023	Accounts Payable	The District Board of Trustees of Santa Fe College	4,900.00
469	09/15/2023	Accounts Payable	BOYS & GIRLS CLUBS OF NE FL, INC	49,503.31
470	09/15/2023	Accounts Payable	Cayson, Elizabeth	397.33
471	09/15/2023	Accounts Payable	Child Advocacy Center Inc.	2,128.00
472	09/15/2023	Accounts Payable	CULTURAL ARTS COALITION INC.	17,083.11
473	09/15/2023	Accounts Payable	GIRLS PLACE, INC.	43,478.80
474	09/15/2023	Accounts Payable	Traveling Art Camp LLC	4,887.83
475	09/15/2023	Accounts Payable	Webauthor.com LLC	2,000.00
480	09/22/2023	Accounts Payable	Deeper Purpose Community Church Inc	10,208.69
481	09/22/2023	Accounts Payable	EARLY LEARNING COALITION OF ALACHUA COUNTY, INC.	11,957.59
482	09/22/2023	Accounts Payable	Gainesville Circus Center Inc	29.44
483	09/22/2023	Accounts Payable	HEALTHY START OF NORTH CENTRAL FL	43,292.42
484	09/22/2023	Accounts Payable	Just for Us Edu	12,915.97
485	09/22/2023	Accounts Payable	Peaceful Paths Inc.	6,200.00
487	09/22/2023	Accounts Payable	Good News Arts Inc	66,834.58
488	09/29/2023	Accounts Payable	CFX OFFICE TECHNOLOGY	138.00
489	09/29/2023	Accounts Payable	Community Impact Corporation, Karl Anderson	27,048.98
490	09/29/2023	Accounts Payable	Deeper Purpose Community Church Inc	1,000.00
491	09/29/2023	Accounts Payable	EARLY LEARNING COALITION OF ALACHUA COUNTY, INC.	21,346.20
492	09/29/2023	Accounts Payable	Good News Arts Inc	553.90
493	09/29/2023	Accounts Payable	KIDS COUNT IN ALACHUA COUNTY, INC.	1,140.00
494	09/29/2023	Accounts Payable	STAR CENTER CHILDRENS THEATRE, INC.	21,461.97
				\$641,882.71

Item 5.

Returned Checks: Date Payer Check Number Amount
 .
 No Transactions Exist

Wire Transfers: Type Date Vendor Description Internal Account Amount
 .
 No Transactions Exist

File Attachments for Item:

6. Monthly Budget Review



Item:

Monthly Budget Review

Requested Action:

The Trust is asked to receive the Monthly Budget Review

Background

Board Policy 3.50 requires that “the CTAC will perform reviews to determine if the budgetary plan is being followed and if budgetary expectations are being achieved. Any problems discovered in this process will be corrected at the appropriate level of budgetary control.”

Attachments

Income Statement
Balance Sheet
Notes to Statements

Programmatic Impact:

NA

Fiscal Impact:

NA

Recommendation:

Receive the Reports

CHILDREN'S TRUST OF ALACHUA COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS

Item 6.

YTD Transactions Through August 31, 2023

	All Funds FY 2022-23 Budget A	General Fund 001 B	Special Revenue Fund 101 C	Collaborative Task Force Fund 102 D	Capital Projects Fund 301 E	YTD Total Actuals Governmental All Funds F = B+C+D+E	Budget - YTD Transactions G = A-F	Actuals Prior Year YTD	% of Budget Used
Revenues									
Ad Valorem Taxes	8,858,643.00	8,459,865.87	-	-		8,459,865.87	398,777.13	8,259,523.13	95%
Grant Income/Contributions	255,886.00	-	86,834.00	-		86,834.00	169,052.00	83,833.00	34%
Interest	5,000.00	600,720.59	7,700.89	-	66,493.70	674,915.18	(669,915.18)	57,871.91	13498%
Other Sources	3,221,414.00	18,563.31	-	10,000.00	-	28,563.31	3,192,850.69	202.20	1%
Capital Transfer In	1,000,000.00	-	-	-	1,000,000.00	1,000,000.00	-	750,000.00	100%
Capital Non Operating Begin Balance	1,000,000.00	-	-	-		-	1,000,000.00	-	0%
Total Revenues	14,340,943.00	9,079,149.77	94,534.89	10,000.00	1,066,493.70	10,250,178.36	4,090,764.64	9,151,430.24	71%
Expenditures									
Personnel Services	(1,441,966.00)	(1,090,580.63)	(94,883.41)	-	-	(1,185,464.04)	(256,501.96)	(913,227.75)	82%
Operating	(1,353,196.00)	(1,067,635.47)	(16,356.58)	-	-	(1,083,992.05)	(269,203.95)	(882,967.27)	80%
Grant Awards (Programs)	(7,773,302.00)	(3,867,298.73)	-	-	-	(3,867,298.73)	(3,906,003.27)	(2,837,808.44)	50%
Grants & Awards (Special Revenue Fund)	(116,000.00)	-	(27,424.00)	-	-	(27,424.00)	(88,576.00)	-	24%
Capital Expense	(2,000,000.00)	-	-	-	-	-	(2,000,000.00)	-	0%
Sub-Total Expenditures	(12,684,464.00)	(6,025,514.83)	(138,663.99)	-	-	(6,164,178.82)	(6,520,285.18)	(4,634,003.46)	49%
Other Financing Sources (Uses)									
Transfers Out to Capital	(1,005,237.00)	(1,000,000.00)	-	-	-	(1,000,000.00)	(5,237.00)	(750,000.00)	99%
Appropriated Reserve	(651,242.00)	-	-	-	-	-	(651,242.00)	-	0%
Total Transfers	(1,656,479.00)	(1,000,000.00)	-	-	-	(1,000,000.00)	(656,479.00)	(750,000.00)	60%
Total Expenditures	(14,340,943.00)	(7,025,514.83)	(138,663.99)	-	-	(7,164,178.82)	(7,176,764.18)	(5,384,003.46)	50%
Net Income (Expense)	-	2,053,634.94	(44,129.10)	10,000.00	1,066,493.70	3,085,999.54	(3,085,999.54)	3,767,426.78	
Fund Balances - Beginning of Year		10,214,346.00	172,551.00	-	1,055,654.91	11,442,551.91			
Estimated Fund Balances - August , 2023	-	12,267,980.94	128,421.90	10,000.00	2,122,148.61	14,528,551.45			

Notes

- This report is YTD through August 31, 2023.
- The beginning Fund Balances are per the FY 2022 Audited Financial Statements.
- The current General Fund expenditures assumes use of \$3,221,414 from Fund Balance to complete current year obligations as budgeted. The General Fund has not yet used Fund Balance.
- The Collaborative Task Force includes the Opioid Task Force and the Literacy Task Force. Through end of June the City of Archer is the only participating member to provide payment towards the Opioid Task Force
- So far 50% of the budget has been expended. This is because the majority of the Grant Awards contracts are in the summer and the CTAC

CHILDREN'S TRUST OF ALACHUA COUNTY
BALANCE SHEET
GOVERNMENTAL FUNDS
YTD Balances Through August 31, 2023

	General Fund 001	Special Revenue Fund 101	Collaborative Task Force Fund 102	Capital Projects Fund 301	Total Governmental Funds
Assets					
Cash & Cash Equivalents	12,777,963.55	132,980.11	10,000.00	2,122,148.61	15,043,092.27
Prepaid Expenses	9,550.00	-	-	-	9,550.00
Total Assets	12,787,513.55	132,980.11	10,000.00	2,122,148.61	15,052,642.27
Liabilities					
Accounts Payable	519,532.61	4,558.21	-	-	524,090.82
Total Liabilities	519,532.61	4,558.21	-	-	524,090.82
Equity					
FY 2022 Ending Fund Balance	10,214,346.00	172,551.00	-	1,055,654.91	11,442,551.91
FY2023 Fund Revenues	9,079,149.77	94,534.89	10,000.00	1,066,493.70	10,250,178.36
FY2023 Fund Expenses	(7,025,514.83)	(138,663.99)	-	-	(7,164,178.82)
Total Equity	12,267,980.94	128,421.90	10,000.00	2,122,148.61	14,528,551.45
Total Liabilities and Equity	12,787,513.55	132,980.11	10,000.00	2,122,148.61	15,052,642.27

Notes

- Equity balances through August 31, 2023 do not include funds encumbered.
- The beginning Fund Balances are per the FY 2022 Audit.



Notes To Statements August 2023

Revenues:

- The Ad Valorem revenues are based on the Current rate of .4612. Revenues received through August are at 95% compare to budget.
- Interest is based on earnings on deposits in the State Board of Administration PRIME account.
- Other Sources – This line item represents income from Fund Balance as well as contributed income from other sources. In the current fiscal year through August, the CTAC has not yet used Fund Balance to complete obligations as budgeted. The City of Archer contributed \$10,000 toward The Opioid Task Force.
- In the current fiscal year, \$1,000,000 was transferred to Capital. This creates a corresponding expense in the General Fund.

Expenses:

- August is the eleventh month of the fiscal year, meaning percent of funds used should be at 92%. Expenditures over-all through August are at 50% compared to budget, However, this is 75% greater than prior year actuals.
- Personnel is at 82% due to unfilled positions at various times of the year.
- Operating expenses as shown do not include funds encumbered. Expenditures are at 80% due to conservative spending.
- Grants & Awards are still in progress and wrapping up. Invoices are slowly coming in the door. Expenditures are at 50% compare to budget and 73% greater than prior year actuals.

File Attachments for Item:

7. 4th Quarter Financial Report FY23 to BoCC



Item:

4th Quarter Financial Report FY23 to the Alachua County Board of County Commissioners

Requested Action:

The Trust is asked to 1) approve the report, and 2) authorize the Chair to transmit the report to the Alachua County Board of County Commissioners.

Background

Pursuant to Florida Statute 125.901(3)(f) and Alachua County Board of County Commissioners Ordinance 26.04 (5)(f), the Children’s Trust of Alachua County is required to present to the Alachua County Board of County Commissioners a report that lists the expenditures, receipts, statement of funds on hand invested or deposited with a qualified public depository, and total administrative costs for the quarter annual period.

A summary for the 4th Quarter, as of October 2, 2023, is as follows:

- 1) Expenditures: \$ 7,709,852.74
- 2) Receipts: \$ 9,250,178.36
- 3) Statement of Funds on Hand: \$ 14,085,718.19
- 4) Total Administrative Costs: \$ 1,134,099.25

Attachments

Transmittal Memo

Programmatic Impact:

NA

Fiscal Impact:

NA

Recommendation:

Staff recommends approval



CHILDREN'S TRUST
OF ALACHUA COUNTY

TO: ANNA PRIZZIA, CHAIR
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: TINA CERTAIN, CHAIR
CHILDREN'S TRUST OF ALACHUA COUNTY
SUBJECT: 4TH QUARTER FINANCIAL REPORT
DATE: October 2, 2023

Pursuant to Florida Statute 125.901(3)(f) and Alachua County Board of County Commissioners Ordinance 26.04 (5)(f), the Children's Trust of Alachua County presents to the Alachua County Board of County Commissioners its FY 2023 4th Quarter Financial Report for the period ending 9/30/2023.

The report includes the total expenditures, receipts, statement of funds on hand, invested or deposited with a qualified public depository and total administrative costs for the quarter annual period.

A summary for the 4th Quarter, as of October 2, 2023, is as follows:

- 1) Expenditures: \$ 7,709,852.74
- 2) Receipts: \$ 9,250,178.36
- 3) Statement of Funds on Hand: \$ 14,085,718.19
- 4) Total Administrative Costs: \$ 1,134,099.25

CC: Michele Lieberman, County Manager
Alachua County Board of County Commissioners
Children's Trust of Alachua County Board
Marsha Kiner, Executive Director, Children's Trust of Alachua County

File Attachments for Item:

8. Programmatic Award and Expense Report



Item:

Programmatic Award and Expense Report

Requested Action:

The Trust is asked to receive the report.

Background

Upon request of Board Members, Provide monthly report of Programmatic funding by Goal. The report should include initial awarded amount and YTD expenses. The report may be under the consent agenda subject to being removed for further discussion.”

Attachments

Program Funding and Expense Report

Programmatic Impact:

NA

Fiscal Impact:

NA

Recommendation:

Receive the Report

**PROGRAMMATIC AWARDS EXPENDITURES
THROUGH AUGUST 31, 2023**

Item 8.

GOALS / STRATEGIES	AGENCIES	BUDGETED FUNDING w/COLA - 9 to 12mth	UNDER CONTRACT	EXPENSED	REMAINING BUDGET	% Expensed
GOAL 1: ALL CHILDREN ARE BORN HEALTHY AND REMAIN HEALTHY						
STRATEGY 1.1 SUPPORT MATERNAL AND CHILD HEALTH						
PROGRAM						
MATERNAL FAMILY PARTNER	Healthy Start of North Central Florida, Inc.	\$ 79,800.00	\$ 79,800.00	\$ 42,762.32	\$ 37,037.68	53.59%
NEWBORN HOME VISITING PROGRAM	Healthy Start of North Central Florida, Inc.	\$ 425,600.00	\$ 425,600.00	\$ 204,255.39	\$ 221,344.61	47.99%
STRATEGY 1.2 SUPPORT MENTAL HEALTH AND SUBSTANCE ABUSE PREVENTION						
PROGRAM						
REACH COMMUNITY COUNSELING SERVICES FOR ADOLESCENT GIRLS	PACE Center for Girls Inc.	\$ 104,800.00	\$ 104,800.00	\$ 58,078.73	\$ 46,721.27	55.42%
YOUTH MENTAL HEALTH SUPPORT DURING AFTER-SCHOOL AND SUMMER PROGRAMMING	Partners in Adolescent Lifestyle Support (PALS) THRIVE (A University of Florida Health Program) Shands Teaching Hospital	\$ 104,800.00	\$ 104,800.00	\$ 32,528.13	\$ 72,271.87	31.04%
Reducing Trauma to Abused Children Therapy Program	Child Advocacy Center	\$ 150,000.00	\$ 150,000.00	\$ 23,256.58	\$ 126,743.42	15.50%
STRATEGY 1.3 SUPPORT PHYSICAL HEALTH						
PROGRAM						
WELLNESS COORINATOR @ HOWARD BISHOP MS	Children's Home Society of Florida	\$ 66,718.65	\$ 66,718.65	\$ 35,600.76	\$ 31,117.89	53.36%
SAVING SMILES	UF College of Dentistry	\$ 100,000.00	\$ 100,000.00	\$ 52,325.25	\$ 47,674.75	52.33%
STRATEGY 1.4 IMPROVE FOOD SECURITY						
PROGRAM						
WEEKEND BACKPACK PROGRAM	Catholic Charities	\$ 50,000.00	\$ 50,000.00	\$ 22,119.97	\$ 27,880.03	44.24%
TOAL GOAL 1		\$ 1,081,718.65	\$ 1,081,718.65	\$ 470,927.13	\$ 610,791.52	43.54%
GOAL 2: ALL CHILDREN CAN LEARN WHAT THEY NEED TO BE SUCCESSFUL						
STRATEGY 2.1 SUPPORT PROFESSIONAL DEVELOPMENT AND CAPACITY-BUILDING						
PROGRAM						
TRANSFORMATIVE PROFESSIONAL DEVELOPMENT	Early Learning Coalition of Alachua County	\$ 248,026.00	\$ 248,026.00	\$ 78,858.20	\$ 169,167.80	31.79%
V'LOCITY MASTER CLASS SERIES	Business Leadership Institute for Early Learning	\$ 101,330.00	\$ 101,330.00	\$ 164,192.33	\$ (62,862.33)	162.04%
ACCREDITATION ACADEMY	Multiple	\$ 181,387.00	\$ 181,387.00	\$ 35,429.44	\$ 145,957.56	19.53%
PHILANTHROPY HUB	Community Foundation of North Central Florida	\$ 8,500.00	\$ -	\$ -	\$ -	
TOAL GOAL 2 Strategy 2.1		\$ 539,243.00	\$ 530,743.00	\$ 278,479.97	\$ 252,263.03	52.47%

**PROGRAMMATIC AWARDS EXPENDITURES
THROUGH AUGUST 31, 2023**

Item 8.

GOALS / STRATEGIES	AGENCIES	BUDGETED FUNDING w/COLA - 9 to 12mth	UNDER CONTRACT	EXPENSED	REMAINING BUDGET	% Expensed
STRATEGY 2.2 EXPAND ACCESS TO HIGH QUALITY CHILDCARE, AFTERSCHOOL, AND SUMMER PROGRAMS						
PROGRAM						
SUMMER PROGRAMMING (2021-2024)	Alachua County Camp 13382	\$ 43,730.40	\$ 43,730.40	\$ 25,908.00	\$ 17,822.40	59.24%
SUMMER PROGRAMMING (2021-2024)	Boys & Girls Clubs 13384	\$ 142,620.69	\$ 142,620.69	\$ 35,258.34	\$ 107,362.35	24.72%
SUMMER PROGRAMMING (2021-2024)	Cade Museum 13385	\$ 17,309.15	\$ 17,309.15	\$ 4,766.00	\$ 12,543.15	27.53%
SUMMER PROGRAMMING (2021-2024)	City Of Alachua 13386	\$ 70,931.56	\$ 70,931.56	\$ 41,181.03	\$ 29,750.53	58.06%
SUMMER PROGRAMMING (2021-2024)	Community Impact 13387	\$ 147,443.80	\$ 147,443.80	\$ 109,926.15	\$ 37,517.65	74.55%
SUMMER PROGRAMMING (2021-2024)	Cultural Arts Coalition 13388	\$ 29,600.00	\$ 29,600.00	\$ 12,022.00	\$ 17,578.00	40.61%
SUMMER PROGRAMMING (2021-2024)	Deeper Purpose Community Church 13389	\$ 97,351.05	\$ 97,351.05	\$ 94,555.39	\$ 2,795.66	97.13%
SUMMER PROGRAMMING (2021-2024)	Gainesville Area Tennis Association 13391	\$ 71,208.20	\$ 71,208.20	\$ 17,294.25	\$ 53,913.95	24.29%
SUMMER PROGRAMMING (2021-2024)	Gainesville Circus Center	\$ 26,812.80	\$ 26,812.80	\$ 25,569.87	\$ 1,242.93	95.36%
SUMMER PROGRAMMING (2021-2024)	Girls Place, Inc. 13393	\$ 95,706.80	\$ 95,706.80	\$ 34,136.00	\$ 61,570.80	35.67%
SUMMER PROGRAMMING (2021-2024)	Good News Art 13394	\$ 167,219.50	\$ 167,219.50	\$ 63,951.18	\$ 103,268.32	38.24%
SUMMER PROGRAMMING (2021-2024)	I AM STEM 13393	\$ 173,511.80	\$ 173,511.80	\$ 157,299.88	\$ 16,211.92	90.66%
SUMMER PROGRAMMING (2021-2024)	Just For Us 13437	\$ 35,112.00	\$ 35,112.00	\$ 17,507.25	\$ 17,604.75	49.86%
SUMMER PROGRAMMING (2021-2024)	Kids Count in Alachua County, Inc. 13397	\$ 34,792.80	\$ 34,792.80	\$ -	\$ 34,792.80	0.00%
SUMMER PROGRAMMING (2021-2024)	Santa Fe College	\$ 43,313.31	\$ 43,313.31	\$ 35,117.56	\$ 8,195.75	81.08%
SUMMER PROGRAMMING (2021-2024)	Greater Duval	\$ 52,902.00	\$ 52,902.00	\$ 47,244.83	\$ 5,657.17	89.31%
SUMMER PROGRAMMING (2021-2024)	St Barbara 13400	\$ 66,606.40	\$ 66,606.40	\$ 59,406.00	\$ 7,200.40	89.19%
SUMMER PROGRAMMING (2021-2024)	Star Center Theater 13401	\$ 99,670.00	\$ 99,670.00	\$ 41,366.76	\$ 58,303.24	41.50%
SUMMER PROGRAMMING (2021-2024)	Traveling Art Camp 13402	\$ 180,353.32	\$ 180,353.32	\$ 170,777.21	\$ 9,576.11	94.69%
SUMMER PROGRAMMING (2021-2024)	YMCA 13398	\$ 201,959.97	\$ 201,959.97	\$ 157,314.26	\$ 44,645.71	77.89%
SUMMER PROGRAMMING (2021-2024)	UF CROP	\$ 50,923.04	\$ 50,923.04	\$ -	\$ 50,923.04	0.00%
SUMMER PROGRAMMING (2021-2024)	City of Alachua FY 2022 expense payable	\$ 2,022.02	\$ 2,022.02	\$ 2,022.02	\$ -	100.00%
SUMMER PROGRAMMING (2021-2024)	Greater Bethel AME	\$ 50,000.00	\$ 50,000.00	\$ 32,156.73	\$ 17,843.27	64.31%
SUMMER PROGRAMMING (2021-2024)	Shands CPR classes	\$ 180.00	\$ 180.00	\$ 180.00	\$ -	100.00%
SUMMER PROGRAMMING (2021-2024)	Summer Camp Incentives	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	
TOAL GOAL 2 Strategy 2.2 Summer Program		\$ 2,001,280.61	\$ 1,901,280.61	\$ 1,184,960.71	\$ 816,319.90	62.32%
ENRICHMENT PROGRAMMING (2021-2024)	CE Underground Kitchen	\$ 70,566.61	\$ 70,566.61	\$ 54,435.58	\$ 16,131.03	77.14%
ENRICHMENT PROGRAMMING (2021-2024)	Motiv8U	\$ 47,880.00	\$ 47,880.00	\$ 43,875.00	\$ 4,005.00	91.64%
ENRICHMENT PROGRAMMING (2021-2024)	Cultural Arts Coalition	\$ 15,480.00	\$ 15,480.00	\$ 13,592.00	\$ 1,888.00	87.80%
ENRICHMENT PROGRAMMING (2021-2024)	UF Natural History Museum	\$ 23,460.00	\$ 23,460.00	\$ 23,155.00	\$ 305.00	98.70%
ENRICHMENT PROGRAMMING (2021-2024)	Child Advocacy Center	\$ 11,172.00	\$ 11,172.00	\$ 3,532.00	\$ 7,640.00	31.61%
ENRICHMENT PROGRAMMING (2021-2024)	Freedom School	\$ 110,000.00	\$ 110,000.00	\$ 57,158.04	\$ 52,841.96	51.96%
TOAL GOAL 2 Strategy 2.2 Enrichment		\$ 278,558.61	\$ 278,558.61	\$ 195,747.62	\$ 82,810.99	70.27%

**PROGRAMMATIC AWARDS EXPENDITURES
THROUGH AUGUST 31, 2023**

Item 8.

GOALS / STRATEGIES	AGENCIES	BUDGETED FUNDING w/COLA - 9 to 12mth	UNDER CONTRACT	EXPENSED	REMAINING BUDGET	% Expensed
AFTERSCHOOL PROGRAMMING (RFP 2021-06)	Boys and Girls Club of Alachua County*	\$ 185,411.58	\$ 185,411.58	\$ 108,675.64	\$ 76,735.94	58.61%
AFTERSCHOOL PROGRAMMING (RFP 2021-06)	Deeper Purpose Community Church, Inc.*	\$ 107,818.42	\$ 107,818.42	\$ 84,499.50	\$ 23,318.92	78.37%
AFTERSCHOOL PROGRAMMING (RFP 2021-06)	Gainesville Area Tennis Association (Aces in Motion)*	\$ 259,583.67	\$ 259,583.67	\$ 176,801.39	\$ 82,782.28	68.11%
AFTERSCHOOL PROGRAMMING (RFP 2021-06)	Gainesville Circus Center*	\$ 128,972.11	\$ 128,972.11	\$ 113,458.24	\$ 15,513.87	87.97%
AFTERSCHOOL PROGRAMMING (RFP 2021-06)	Girls Place, Inc.*	\$ 127,933.23	\$ 127,933.23	\$ 74,032.58	\$ 53,900.65	57.87%
AFTERSCHOOL PROGRAMMING (RFP 2021-06)	Kids Count in Alachua County, Inc.*	\$ 200,925.71	\$ 200,925.71	\$ 123,190.85	\$ 77,734.86	61.31%
TOAL GOAL 2 Strategy 2.2 After School		\$ 1,010,644.72	\$ 1,010,644.72	\$ 680,658.20	\$ 329,986.52	67.35%
STRATEGY 2.3 SUPPORT LITERACY AND OTHER ACADEMIC SUPPORTS						
PROGRAM						
DOLLY PARTON IMAGINATION LIBRARY	Gainesville Thrives	\$ 14,896.00	\$ 14,896.00	\$ 11,305.46	\$ 3,590.54	75.90%
THE BRIDGE COMMUNITY CENTER LITERACY PROGRAM	Vineyard Christian Fellowship	\$ 23,110.80	\$ 23,110.80	\$ 23,110.80	\$ -	100.00%
THE BRIDGE COMMUNITY CENTER LITERACY PROGRAM	PEAK Literacy was Vineyard	\$ 36,535.23	\$ 36,535.23	\$ 20,093.03	\$ 16,442.20	55.00%
OPERATION FULL STEAM*	Cade Museum	\$ 36,131.08	\$ 36,131.08	\$ 22,557.74	\$ 13,573.34	62.43%
TOAL GOAL 2 Strategy 2.3		\$ 110,673.11	\$ 110,673.11	\$ 77,067.03	\$ 33,606.08	69.63%
STRATEGY 2.4 IMPROVE CAPACITY TO SUPPORT SPECIAL NEEDS						
PROGRAM						
STRATEGY 2.5 SUPPORT CAREER EXPLORATION AND PREPARATION						
PROGRAM						
TEENSWORK ALACHUA MARKETING & RECRUTMENT	MINORITY BUSINESS LISTINGS, INC.	\$ 102,500.00	\$ 102,500.00	\$ 80,000.00	\$ 22,500.00	78.05%
TEENSWORK ALACHUA	GOODWILL INDUSTRIES OF NORTH FLORIDA	\$ 271,442.96	\$ 271,442.96	\$ 95,109.02	\$ 176,333.94	35.04%
TEENSWORK ALACHUA YOUTH PAYROLL	GOODWILL INDUSTRIES OF NORTH FLORIDA	\$ 492,554.06	\$ 492,554.06	\$ 368,395.72	\$ 124,158.34	74.79%
NEW TECH NOW STE2AM ENGINE PROGRAM	New Technology Made Simple Now Inc	\$ 66,781.40	\$ 66,781.40	\$ 40,560.93	\$ 26,220.47	60.74%
TOAL GOAL 2 Strategy 2.5		\$ 933,278.42	\$ 933,278.42	\$ 584,065.67	\$ 349,212.75	62.58%
TOAL GOAL 2		\$ 4,873,678.47	\$ 4,765,178.47	\$ 3,000,979.20	\$ 1,864,199.27	62.98%

**PROGRAMMATIC AWARDS EXPENDITURES
THROUGH AUGUST 31, 2023**

Item 8.

GOALS / STRATEGIES	AGENCIES	BUDGETED FUNDING w/COLA - 9 to 12mth	UNDER CONTRACT	EXPENSED	REMAINING BUDGET	% Expensed
GOAL 3: ALL CHILDREN HAVE NURTURING AND SUPPORTIVE CAREGIVERS AND RELATIONSHIPS						
STRATEGY 3.1 SUPPURT INITIATIVES THAT CONNECT FAMILIES TO RESOURCES						
<u>PROGRAM</u>						
RFP 2021-07 HELP ME GROW ALACHUA	Children's Home Society of Florida	\$ 219,979.96	\$ 219,979.96	\$ 50,745.51	\$ 169,234.45	23.07%
FAMILY RESOURCE CENTERS/COMMUNITY NAVIGATORS	Partnership for Strong Families	\$ 203,850.70	\$ 203,850.70	\$ 123,988.20	\$ 79,862.50	60.82%
STRATEGY 3.2 IMPROVE FAMILY STRENGTHENING AND SUMMER BRIDGE FOR HEAD START						
<u>PROGRAM</u>						
PROJECT YOUTH BUILD PARENTING PROGRAM	Episcopal Children Services	\$ 183,352.00	\$ 183,352.00	\$ 49,546.01	\$ 133,805.99	27.02%
	FL Institute for Workforce Innovation, Inc. d/b/a Project YouthBuild	\$ 104,800.00	\$ 75,000.00	\$ 42,825.01	\$ 61,974.99	57.10%
TOAL GOAL 3		\$ 711,982.66	\$ 682,182.66	\$ 267,104.73	\$ 444,877.93	39.15%
GOAL 4: ALL CHILDREN LIVE IN A SAFE COMMUNITY						
STRATEGY 4.1 SUPPURT INJURY PREVENTION						
<u>PROGRAM</u>						
STRATEGY 4.2 SUPPURT INITIATIVES THAT PREVENT DELINQUENCY / TRUANCY						
<u>PROGRAM</u>						
BIG BROTHERS BIG SISTERS OF ALACHUA COUNTY	Big Brothers Big Sisters of Tampa Bay, Inc.	\$ 41,296.46	\$ 41,296.46	\$ 29,231.11	\$ 12,065.35	70.78%
Midnight Basketball	City of Gainesville	\$ 19,152.00	\$ 19,152.00	\$ -		0.00%
STRATEGY 4.3 SUPPURT VIOLENCE PREVENTION INITIATIVES						
<u>PROGRAM</u>						
PEACEFUL PATHS INCREASING SERVICE VOLUME	Peaceful Paths, Inc.	\$ 38,427.00	\$ 38,427.00	\$ 26,940.56	\$ 11,486.44	70.11%
TOAL GOAL 4		\$ 98,875.46	\$ 98,875.46	\$ 56,171.67	\$ 23,551.79	56.81%

**PROGRAMMATIC AWARDS EXPENDITURES
THROUGH AUGUST 31, 2023**

Item 8.

GOALS / STRATEGIES	AGENCIES	BUDGETED FUNDING w/COLA - 9 to 12mth	UNDER CONTRACT	EXPENSED	REMAINING BUDGET	% Expensed
SOCIAL & EMOTIONAL LEARNING						
		\$ 125,000.00				
RFP Grants to go out		\$ -	\$ -	\$ -	\$ -	
MENTORING & CHARACTER BUILDING						
		\$ 500,000.00				
		\$ -	\$ -	\$ -	\$ -	
EMERGENT NEEDS FUNDS						
		\$ 150,000.00			\$ 133,482.00	11.01%
EMERGENT NEEDS FUNDS	The Academy At Family Church	\$ -	\$ -	\$ 16,518.00	\$ -	
COMMUNITY ENGAGEMENT						
		\$ 60,000.00				

PROGRAM	AGENCY	BUDGETED FUNDING	UNDER CONTRACT	EXPENSED	REMAINING BUDGET
SPONSORSHIPS	SPONSORSHIPS	\$ 60,000.00			
	100 Black Men of Greater Gainesville - Renascence Ball 4-8-23			\$ 2,500.00	
	Alachua County Child Abuse Task Force- Celebrate the Child			\$ 1,075.00	
	Alachua County Council of PTA's - Disability Resource			\$ 2,010.00	
	Alicia Pfahler Counseling - June&July2023			\$ 500.00	
	Amiron Financial Literacy - 6-12-23			\$ 1,500.00	
	Aqua Angels Artistic Swimming			\$ 1,000.00	
	Archer Cultural Progressive Organization			\$ 2,000.00	
	Balance 180 - (v)			\$ 2,500.00	
	Blossoming Butterfly - Pink Fest Event 6/3/23			\$ 1,000.00	
	BLSSD Future Inc - Teach me to Dance 6/9/23			\$ 1,000.00	
	Brothers in Action			\$ 1,000.00	
	Children beyond our borders			\$ 1,653.00	
	Childrens Forum - 3/18/23 (v)			\$ 500.00	
	Zion Solders Circle of Common Purpose - End Gun Violence			\$ 1,500.00	
	City of Waldo - 2022 Fall Festival			\$ 2,000.00	
	Concerned Citizens of Newberry - BTS Backpack Event			\$ 2,500.00	
	Crafty Gemini - Basketball Event 5/6/23			\$ 1,000.00	
	Darn The Torpedos - The Tiny Bash			\$ 1,500.00	
	Day Spring Church - 8/19/23			\$ 1,000.00	
	Deeper Purpose Community School Backpack give away			\$ 1,500.00	
	Education Equalizer Foundation - College Prep 101			\$ 2,500.00	
	Episcopal Parenting Event 4/28/23			\$ 1,000.00	
	Everyone loves One Another - 4/6/23			\$ 500.00	
	Forest & Village- Fall Festival 2022			\$ 500.00	
	Friends of BCF -BTS Supplies			\$ 500.00	
	Gainesville Greater Alumna Chapter Delta Sigma Theta -			\$ 500.00	

**PROGRAMMATIC AWARDS EXPENDITURES
THROUGH AUGUST 31, 2023**

Item 8.

GOALS / STRATEGIES	AGENCIES	BUDGETED FUNDING w/COLA - 9 to 12mth	UNDER CONTRACT	EXPENSED	REMAINING BUDGET	% Expensed
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Grace to Overcome				\$ 800.00		
Hawthorne Youth Sports - 7/15/23				\$ 2,500.00		
High Springs Chamber Backpack give away				\$ 2,000.00		
Just Between Friends - Safe Kids Day (v)				\$ 260.00		
Leap Girl Leap Lemonade Summer Gathering				\$ 500.00		
Manhood Youth Development				\$ 1,500.00		
NAACP - Youth Council brunch 5/20/23				\$ 1,800.00		
New Tech Now - 5-13-23				\$ 1,000.00		
Rural Women's Health 5/13/23				\$ 1,000.00		
Soar Mentoring - East Gainesville BBQ 7/1/23				\$ 1,500.00		
The Concrete Rose Foundation - College Tour				\$ 2,000.00		
The Finer Foundation - Gun Violence Prevention 3-18-23				\$ 2,000.00		
Trinity Day Spa				\$ 1,500.00		
United Way Reading Pals Program				\$ 500.00		
Vineyard RECS Event 3/26/23				\$ 500.00		
Waldo Community Coalition - 8/5/23				\$ 1,000.00		
Waldo Community Coalition - Health Ed Fair 4/8/23				\$ 500.00		

TOAL SPONSORSHIPS	\$	60,000.00	\$	-	\$	55,598.00	\$	4,402.00
REMAINING UNALLOCATED MATCH	\$	50,000.00					\$	50,000.00
FY 22 BUDGETED GRANTS AND AID								
FY22 PROGRAM FUNDING TOTAL_	\$	<u>7,711,255.24</u>	\$	<u>6,627,955.24</u>	\$	<u>3,867,298.73</u>	\$	<u>3,081,304.51</u>
(+/-)	\$	7,773,302.00						
Total Unallocated Current Year							\$	62,046.76

City of Gainesville – Midnight Basketball – Contract period is April 1, 2023-September 30, 2023. No invoices have been received to date. Contract manager continues to follow up and has informed provider no invoices will be accepted after October 15, 2023.

UF- Partners in Adolescent Lifestyle Support- last invoice received in June. The contract manager has spoken with their fiscal department, and they are in the process of working on becoming current. Also, CTAC fiscal department is working diligently to assist with their invoicing queries. Provider has been informed that no invoices will be accepted after October 15, 2023.

File Attachments for Item:

9. Emergent Needs Applications

Demetrica Tyson

From: Children's Trust of Alachua County Florida <childrenstrust-fl@unicodeweb.com>
Sent: Tuesday, August 22, 2023 2:18 PM
To: Demetrica Tyson
Subject: Form submission from: Emergent Needs Fund Application
Attachments: peaceful_paths_audited_financial_statements_ye06.30.22.pdf; 2023-05_board_financials.pdf; peaceful_paths_fact_sheet_2022.pdf; draft_fy23-24_budget_summary.pdf

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

Submitted on Tuesday, August 22, 2023 - 2:18pm

Submitted by anonymous user: [70.168.89.58](#)

Submitted values are:

Organization Name Peaceful Paths Domestic Abuse Network, Inc.

Email Address theresab@peacefulpaths.org

Address 2100 NW 53rd Ave, Ste A

Phone Number 3523775690

Which Children's Trust Goal or Strategy does your program address? 1.All children are born healthy and remain healthy. 2.All children can learn what they need to be successful. 3.All children have nurturing, supportive caregivers, and relationships. 4.All children live in a safe community. 3, 4

Are you a current Children's Trust provider? Yes or No Yes

If not, have you ever received funding from the Trust? 2021

Name of the program you received funding for previously. Dr. Theresa Beachy

Have you applied for Emergent Needs Funds before? Yes or No Yes - not awarded

If you answered yes above please enter date. Sat, 06/10/2023

Is your business currently registered with the Philanthropy Hub? Yes or No Yes

Are you qualified to conduct business in the State of Florida? Yes or No Please attach your Sunbiz. Yes

Describe your program including how your services impact the lives of the Children of Alachua County.

Peaceful Paths provides comprehensive intervention and prevention programming on healthy relationship education to children and youth aged 4-24 throughout the community. These services reinforce safety, create support, and interrupt the cycle of domestic violence in the lives of children living in shelter, coming to outreach programs, and attending educational and enrichment services in the community. By providing a healthy perspective on conflict resolution, boundaries, gender roles and equality, personal empowerment, and bystander behavior, we can influence the knowledge, attitude, beliefs and behaviors that participants bring into future intimate relationships and current friendships. Outcomes demonstrate that youth exposed to the programming have greater awareness of what healthy communication looks like, can apply concepts of positive response and de-escalation to their individual situations, and can identify alternative coping skills. They have more resources in asking for and seeking help, can identify a range of emotions associated with their experiences, and are more successful in school and in relationships in their lives. Please Specify your need in as much detail as possible. Include the dollar amount of your request. Explain how your request is an emergent need.

Peaceful Paths is requesting \$9807 to support the shelter and outreach programs with critical infrastructure repairs following a lightning strike on August 14, 2023. Vital safety equipment, including door and gate keypads, fiber cabling, call boxes, and hardware switches for the network were damaged and some destroyed last week. This greatly impacts services, and is an immediate need for repairs. Other items (the gate and server) were under warranty and have been

covered, but the remaining expenses here are uncovered by insurance or service contracts. We are asking you as a current funder to consider supporting these repairs as they are impacting our ability to maintain adequate safety of the shelter and outreach facilities. Repair estimates are being attached here. This funding is an emergency request. What steps have you taken to resolve the need on your own?

Equipment that was under warranty has been address, and the insurance company has been notified, but the coverage on the equipment is not included for single items under \$5000 per item and has a \$10,000 deductible. WE are current working to raise additional general eevnue dollars, but the need is immediate.

How has the emergent need impacted your service delivery?

These repairs are impacting our ability to maintain adequate safety services in the shelter and outreach facilities.

Internet services have been impacted, phone services are interrupted, and door access is limited. This is impacting the way children and youth can access outdoor areas and utilize homework and entertainment computers.

Please provide your organization's most recent audited Financial Statements if applicable.

[peaceful_paths_audited_financial_statements_ye06.30.22.pdf](#)

Please provide your organization's most recent financial statement to your Board of Directors. [2023-](#)

[05_board_financials.pdf](#)

Please provide your annual report if applicable. [peaceful_paths_fact_sheet_2022.pdf](#)

Please provide your organization's current budget. [draft_fy23-24_budget_summary.pdf](#)

Name of the submitter Dr. Theresa Beachy

Signature Theresa Beachy

The results of this submission may be viewed at:

<https://www.childrenstrustofalachuacounty.us/node/6377/submission/884>

From: [Demetrica Tyson](#)
To: [Theresa Beachy](#); [Erica Merrell](#)
Subject: Emergent needs fund request
Date: Tuesday, September 5, 2023 8:33:00 AM
Attachments: [image001.png](#)

Your request for \$9807.00 has been approved. I will be in touch if we need anything further from you to process the payment.

Demetrica Tyson
Program Specialist
Children's Trust of Alachua County
P.O. Box 5669, Gainesville, FL 32627
802 NW 5th Avenue, Suite 100, 32601
Direct: (352) 374-1833
Mobile: (352) 727-2292
Fax: (352) 374-1831



Demetrica Tyson

From: Erica Merrell <ericam@peacefulpaths.org>
Sent: Tuesday, September 19, 2023 2:25 PM
To: Demetrica Tyson
Cc: Theresa Beachy; Elaine Meyer
Subject: Peaceful Paths - Emergent Funds Request - Lightning Strike
Attachments: DAB Consulting - Lightning Strike.pdf; Insurance Claim Cost Detail.pdf; Lightning Strike Payout Confirmation PDF.pdf

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

Hi Demetrica,

Attached are the documents related to our insurance claim and damage expenses. Our insurance agency is covering \$1,183.58 of the expenses. The agency has a deductible of \$5,000 and the cost to upgrade copper to fiber was a difference of \$1,200.

Our final request to cover the balance of the bill is \$6,200 and we have paid the invoice in full. Please let me know what further information would be helpful. Thanks again for your support of our work and our programs.

Attachments:

- DAB Consulting Bill and Proof of Payment
- Loss Solution Group Breakdown of Coverage
- PDF Email confirming Insurance payout

-e



Erica Merrell

(She/Her)

Director of Finance

Peaceful Paths Domestic Abuse N

2100 NW 53rd Avenue, Suite A

Gainesville, FL 32653

p. 352.377.5690 x503

helpline.. 352.377.8255

ericam@peacefulpaths.org | www.pe

File Attachments for Item:

10. September Sponsorship Applications

From: Children's Trust of Alachua County Florida
Sent: Friday, March 3, 2023 4:10 PM
To: Elizabeth Cayson
Subject: Form submission from: Sponsorship Application

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

Submitted on Friday, March 3, 2023 - 4:10pm

Submitted by anonymous user: 98.180.38.101

Submitted values are:

Organization Name Archer Cultural Progressive Organization

Event Name College Prep Seminar

Event Date Fri, ~~08/04/2023~~

9/26/23 EC

Time 6pm-8pm

Location 16671 SW 137th Ave Archer FL 32608

Brief Description of Proposed Activity/Event (100 words or less)

The Archer Cultural Progressive Organization is a non-profit organization located in the community of Archer, Florida which consists of affiliated community leaders and volunteers. The purpose is to unify the community by bringing communities and families together through entertainment and education.

Step By Step College Forum Topics

Applying for financial aid and scholarships

Explore community programs

Preparing for college or technical training

Joining the military after high school

Changing career paths

Continuing education opportunities

Identify CTAC Goals the activity/event will be addressing. Children can learn what they need to be successful

Target Population Middle & High School Students, & Parents

Number Attending 75

Presenters/Consultants 8

Have you applied to the Sponsorship Fund Application in the past for this activity event? No

Have you received funding from the Sponsorship Fund in the past for this activity/event? No

If yes, enter date:

Are you qualified to conduct business in the state of Florida? Yes

Budget Expenses: Please specify what supplies will be needed, if applicable.

School supplies-back packs, notebooks, paper, pencils & pens, calculators, locks, USB drives,

Misc-gift cards, prizes, refreshments (food/drinks)

Building to host event in.

Please specify what budget expenses will be covered by CTAC.

School supplies-back packs, notebooks, paper, pencils & pens, calculators, locks, USB drives,
Misc-gift cards, prizes, refreshments (food/drinks)

TOTAL FUNDS REQUESTED \$ 2,500

Contact Person - First Name Tamika

Contact Person - Last Name Hicks

Contact email hickstt75@gmail.com

Contact phone number 3,522,584,908

Website NA

Facebook <https://www.facebook.com/profile.php?id=100071136731751>

Twitter NA

Instagram NA

New Vendor Form [acpo_2023_vendor_form.pdf](#)

W-9 Taxpayer ID and Certification [acpo_w9_form.pdf](#)

Acknowledgement of sponsorship Yes

Agree to appropriate logo usage Yes

Name of Submitter Tamika T Hicks

Date of Submission Fri, 03/03/2023

The results of this submission may be viewed at:

<https://www.childrenstrustofalachuacounty.us/node/6044/submission/787>

From: Elizabeth Cayson
Sent: Friday, March 17, 2023 1:07 PM
To: tamika hicks
Subject: Children's Trust- Sponsorships

Dear Ms. Hicks, Archer Cultural Progressive Organization

We are delighted to inform you we have reviewed and approved your sponsorship application at the requested amount of \$2,000.00 sponsorship level.

Per our sponsorship agreement, to ensure consistent brand messaging, the Children's Trust requires that the applicant use CTAC's logo in print materials, signage, online and relevant event messaging. This can include website logo placement, press releases and social media. Use the horizontal logo only in instances where there is minimal vertical space and the primary stacked logo will not fit properly. For additional information regarding our logo click on the link: [Logo Use | Children's Trust of Alachua County, Florida \(childrenstrustofalachua.com\)](https://www.childrenstrustofalachua.com/logo-use)

Additionally, you will receive a survey from Demetrica Tyson, Program Specialist (dtyson@childrenstrustofalachua.com) please respond within 30 days after the event. Also, please send us photos from the event/project that we can use for promotional purposes. Please ensure you have signed photo release consent forms; we do not need copies of photo releases.

For this event, we would like to host a resource table to share resources and information with families. Please confirm if there is availability for our request.

Thanks again for partnering with Children's Trust of Alachua County to ensure children are healthy, educated, supported & safe.

Wishing you all a successful event.

If you have any questions or need additional information, please feel free to contact me directly.

Happy St. Patty's Day & enjoy your weekend.

Kindest regards,

Liz

Elizabeth "Liz" Cayson, M.S
Community Engagement Coordinator
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
Direct Line: 352-374-1832
Cell Phone: 352-363-8666
Fax: 352-374-1831

File Attachments for Item:

11. Contract for HR Services with James Moore



September 28, 2023

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

Dear Marsha,

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

Engagement

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

Term

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

Scope of Services

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

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

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

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

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

Termination

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

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

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

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

Fees

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

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

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

Services Provided by James Moore HR Solutions

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

No Obligation to Use Own Funds

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

Not Responsible for Representations

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

Reliance Upon Client Representations

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

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

Client Cooperation

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

Access to Client Systems

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

Limited Warranty

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

Limitation of Liability

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

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

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

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

Indemnification

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

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

Property Rights

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

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

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

Confidential Information

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

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

Other Relevant Information

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

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

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

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

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

Very truly yours,

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

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

CLIENT NAME

By: _____

Title: _____

Date: _____

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

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

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

James Moore HR Solutions Responsibilities

Offload HR – Subscription Services

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

Fees

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

Out-of-Scope Additional Services and Fees

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

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

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

Signature

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

Print Name: _____ Signature: _____

Date: _____

File Attachments for Item:

13. 10.09.2023 ED Report



EXECUTIVE DIRECTOR REPORT

September 1, 2023 - September 30, 2023

SUMMARY

1. TRIM - Thank you to the team, Diana, Nicole, and Ashley for all your hard work on TRIM and the budget. They ROCK!
2. Staff Retreat - Camp Kulaqua - Establishing our culture as a staff and team building work.

MEETINGS AND EVENTS FOR PLANNING, COORDINATION, AND COMMUNITY ENGAGEMENT		
DATE	MEETING / EVENT	SUMMARY
9/1	Lights On Afterschool Planning meeting	ED Kiner and L. Cayson met with Pastor Joy, Deeper Purpose Kids Academy, to discuss Lights On Afterschool. In a previous meeting with Afterschool Providers, ED Kiner suggested that CTAC co-host Lights On Afterschool with one of the Afterschool Providers and rotate yearly. This year, Pastor Joy, agreed to co-host the event. During the discussion it was agreed upon to host the event at Camp KULAQUA on Thursday, October 26, 2023, from 4-6:30pm.
9/1	Meeting with Valerie Adams, Camp KULAQUA	ED Kiner and L. Cayson discussed the planning of CTAC's staff retreat and Lights On Afterschool event at Camp KULAQUA.
9/5	Center for Nonprofit Excellence Meeting	ED Kiner met with the Advisory Council for the Center for Nonprofit Excellence.
9/7	Meeting with Chamber and David Massias	ED Kiner met with E. Godet and D. Massias to discuss a new learning tool for children K-1st grade.
9/7	Meeting with Dr. Naima Brown	ED Kiner met with Dr. Brown to discuss partnering with Santa Fe.
9/8	Meeting with Doretha Anderson, Early Learning Coalition of Alachua County	L. Cayson met with Ms. Anderson to discuss community outreach initiatives. Also, an invitation was extended for ELC to host a resource table at CTAC's Lights On Afterschool to share resources with families. Ms. Anderson confirmed participation.

9/8	Gainesville Empowerment Zone Family Learning Center visit by CTAC Staff	ED Kiner, K. Goldwire, and M. Jones visited the Center for a tour and meeting with its staff.
9/11	City of Gainesville 9/11 Memorial Ceremony	L. Cayson attended the 9/11 Memorial Ceremony. Photos were shared on CTAC's social media.
9/11	East Gainesville Community Meeting	ED Kiner attended the East Gainesville Community Meeting at Lincoln Middle School.
9/12	5th Avenue Neighborhood Association Meeting	ED Kiner and L. Cayson hosted the 5th Ave Neighborhood Association meeting at our office. City of Gainesville Assistant Chief of Police Nelson Moya provided an introduction of his prior experience in Law Enforcement and current role at Gainesville PD.
9/12	Meeting with Pastor Gerard Duncan	ED Kiner and K. Goldwire met with and toured Pastor Duncan's new site for his Wellness Center in East Gainesville at the Manning Center.
9/14	Research Affinity Group	B. Wagner participated in the Florida Alliance for Children's Services Councils and Trust's research affinity to discuss efforts across the state in evaluation policy and practice.
9/14	UF Lastinger Center for Learning to participate in their Listening Tour	ED Kiner, D. Tyson, K. Goldwire, and L. Cayson met with Dr. Phil Poekert, Director, and the research and production team. Staff participated in a discussion exploring mathematics education and early learning and literacy.
9/14	FACCT Policy Group Meeting	L. Cayson and Mia Jones attended the meeting. FACCT Policy Group will plan to meet every other week to prepare for the

		coming legislative session. The legislature will convene January 9, 2024.
9/15	Safety Net Collaborative Group Meeting	L. Cayson attended the meeting at WellFlorida. A presentation was provided by WellFlorida and Healthy Start.
9/18	Prenatal Community Health Worker Meeting	ED Kiner, K. Goldwire, and M. Jones met with Commissioner Prizzia and others to discuss the Community Health Worker Program and possible opportunities to grow the program.
9/19	Meeting with Valerie Adams, Camp KULAQUA	ED Kiner and L. Cayson spoke with Valerie to follow-up on last minute preparations for CTAC's staff retreat and Lights On Afterschool.
9/19	Meeting with Ms. Gainey and Ms. Broome, Alachua BoCC staff re: Lights On Afterschool (LOA) Proclamation	L. Cayson confirmed the LOA proclamation presentation before the Alachua BoCC regular meeting scheduled for October 24th, at 11:30 am, in the Jack Durrance Auditorium.
9/19	Meeting with Ms. Mauldin and Ms. Stathatos, City of High Springs re: Lights On Afterschool (LOA) Proclamation	L. Cayson confirmed the LOA proclamation presentation before the City of High Springs Commission scheduled for October 12th at 6:30 PM.
9/19	Data Community of Practice – Florida Local College Access Network	B. Wagner participated on behalf of the Children's Trust in the local college access network (LCAN) data community of practice for Alachua County. Ian Fletcher of the Gainesville Area Chamber of Commerce is the local lead.

9/19	SAMIS Collaborative User Meeting	Met with SAMIS users across the state to discuss needs, challenges, and share information. Discussed multi-factor authentication, attendance imports, group session rates.
9/20	SAMIS Feedback and Testing Session - Part 2	Trust staff facilitated a second pilot session with providers to review, test, and receive feedback on the fiscal sections of SAMIS (e.g., workflow, budget, reimbursement).
9/20	Greater Gainesville Chamber-Latin Business Chapter Event	L. Cayson attended the Latin Business Chapter event. Photos were posted on CTAC's social media.
9/20	ELC Board Meeting	ED Kiner, K. Goldwire, and M. Jones attended the Board Meeting.
9/20	Meeting with Partnership for Strong Families	ED Kiner and staff met with PSF to discuss Family Resource Center expansion.
9/20	Meeting with Chief Tony Jones	ED Kiner and Chief Jones met to discuss Reichert House, Interrupters, and other issues in the community.
9/21	Sunrise Rotary Club	ED Kiner was the guest speaker at Sunrise Rotary Club and provided an overview about CTAC and most recent accomplishments. L. Cayson attended the meeting and shared pictures on CTAC's social media platforms.
9/21	Hawthorne Area Community Foundation, Hawthorne Chamber of Commerce & American Legion 230 Networking Social,	L. Cayson attended the event. The Chamber shared information about membership opportunities. The Community Foundation shared information about Hawthorne's 39th annual Christmas Festival & Parade scheduled for Saturday, December 2nd. This

	Hawthorne American Legion Community Center	year's theme: Hawthorne's CommUNITY Christmas. During the networking social, a presentation was provided with pictures from last year's Holiday Festival and parade.
9/21	Meeting with Chamber to discuss BLI event in October	CTAC staff met with BLI staff and Chamber staff to discuss the Community Roundtable for Early Learning scheduled for October.
9/22	Women's Giving Symposium	ED Kiner attended the symposium.
9/22	CareerSource WIOA Youth Engagement Group Meeting	ED Kiner met with the group to provide an overview of the Trust.
9/25	Gainesville Housing Authority's Community (GHA) Partner meeting	L. Cayson attended the Gainesville Housing Authority meeting via zoom. This group meets bi-monthly. The meeting was led by Freddie Jones, Resident Services Specialist. Mr. Jones shared with the group that GHA will receive a Choice Grant. He encouraged everyone to attend the meeting to learn more about how the grant will help the community. The meeting is scheduled for Wednesday, October 4th at MLK from 4:30-6:30pm. Malcolm Kiner will be presenting the information. Community partners on the call shared upcoming event information. Community Partners on the call shared information about their agency and upcoming events.
9/27	Alachua County PTA (ACCPTA) Fall 2023 General meeting	L. Cayson attended the zoom call. Alachua School Superintendent Shane Andrews thanked all of the PTA members for their advocacy and support for Alachua County schools. Megan Hendricks, PTA President provided an update on ACCPTA projects, local unit support available to schools and District-level advocacy. She also highlighted some of

		the events that took place at several schools to engage families with school PTA's.
9/27	TeensWork - Data / Evaluation Review	Trust staff met with Goodwill to review and discuss preliminary TeensWork evaluation results.
9/27	Meeting with D. Massias	Staff met with D. Massias for a Demo of Ask Meno.
9/28	Staff Retreat	Staff participated in a staff retreat provided by Good News Outreach.
9/28	UF Homecoming Parade	L. Cayson attended UF's Homecoming Parade meeting via zoom. Katie McKibben, Director of Parade, provided information about logistics and routes for UF Homecoming Parade. This year's theme is Celebrating 100th Centennial.
9/29	Discuss on Palm Beach County Maternal Child Health Study	B. Wagner met with the Children's Services Council of Palm Beach County Evaluation Officer, Jeff Goodman, to discuss findings of a study recently commissioned to learn more about the success of CSC Palm Beach County's maternal health system.

PROGRAMS CALENDAR

September	
Wednesday, September 6, 2023	Community Conversation Planning Meeting
Wednesday, September 6, 2023	Community Doula Planning Meeting with BEAM
Wednesday, September 6, 2023	PN-3 Sustainability Project Meeting with Frankel
Thursday, September 7, 2023	Campaign for Grade-Level Reading Monthly Meeting
Thursday, September 7, 2023	PN3 CoP 2023: Authentic Family and Community Engagement
Thursday, September 7, 2023	Voices for Healthy Kids Meeting
Thursday, September 7, 2023	Authentic Family and Community Engagement Community of Practice Meeting
Thursday, September 7, 2023	Children's Fund Community of Practice Meeting
Friday, September 8, 2023	Gainesville Empowerment Zone Site Visit
Friday, September 8, 2023	Healthy Community Meeting
Friday, September 8, 2023	FLGR Campaign Advisory Meeting
Tuesday, September 12, 2023	PN-3 Sustainability Project Meeting with Frankel
Wednesday, September 13, 2023	Children's Trust of Alachua County - Regular Board Meeting - Youth Mentoring Funding Recommendation
Thursday, September 14, 2023	Focus Group for UF Lastinger Center Listening Tour
Thursday, September 14, 2023	ELC Quality Meeting
Thursday, September 14, 2023	FACCT Policy Affinity Meeting
Friday, September 15, 2023	NCIT Alachua County Monthly Meeting
Monday, September 18, 2023	Prenatal Community Health Worker Meeting with UF and Commissioner Prizzia
Tuesday, September 19, 2023	PN-3 Sustainability Project Meeting with Frankel
Tuesday, September 19, 2023	Comprehensive Literacy Planning Meeting
Tuesday, September 19, 2023	SAMIS S3 Collaboration Meeting
Tuesday, September 19, 2023	Children's Mental Health Committee Meeting
Wednesday, September 20, 2023	North Central Florida CRT Meeting
Thursday, September 21, 2023	Community Conversation Planning Meeting
Thursday, September 21, 2023	TeensWork Alachua Data/Evaluation Review Meeting
Friday, September 22, 2023	Kickoff Tutoring Planning Meeting
Monday, September 25, 2023	HBCD Study Community Meeting
Tuesday, September 26, 2023	Community Doula Planning Meeting
Tuesday, September 26, 2023	North Central Community Action Group FIMR Information
Thursday, September 28, 2023	HSNCF Board of Directors Meeting
Friday, September 29, 2023	BEAM and CTAC Postpartum Planning Meeting
Friday, September 29, 2023	PN-3 Sustainability Project Meeting with Frankel
October	
Monday, October 2, 2023	CTAC Annual Report Planning Meetings
Tuesday, October 3, 2023	Program Affinity Group
Wednesday, October 4, 2023	SAMIS Training for Afterschool Programs
Wednesday, October 4, 2023	PCI Meeting with ELC of Alachua County
Thursday, October 5, 2023	Community Conversation Planning Meeting
Monday, October 9, 2023	Children's Trust of Alachua County - Regular Board Meeting
Wednesday, October 11, 2023	Comprehensive Literacy Plan Committee Meeting
Thursday, October 12, 2023	Community Doula Planning Meeting
Thursday, October 12, 2023	BLI MasterClass Recruitment Dinner
Thursday, October 12, 2023	2023 National Prenatal-to-3 Research and Policy Summit
Thursday, October 12, 2023	SAMIS Training for Enrichment Providers
Thursday, October 12, 2023	Peer Groups for Advocates Working in Conservative Jurisdictions
Friday, October 13, 2023	Community Conversation on the Business of Childcare
Tuesday, October 17, 2023	Vital Village Network National Community Leadership Summit
Tuesday, October 17, 2023	SAMIS S3 Collaboration Meeting
Thursday, October 19, 2023	National Collaborative for Infant and Toddlers (NCIT) Quarterly Meeting
Friday, October 20, 2023	G.R.O.W Doula Mentorship Planning Meeting
Saturday, October 21, 2023	CTAC Community Doula Training Session 1
Sunday, October 22, 2023	CTAC Community Doula Training Session 2
Tuesday, October 24, 2023	Children's Mental Health Committee Meeting
Tuesday, October 24, 2023	City of Alachua Education Taskforce Meeting
Wednesday, October 25, 2023	Healthy Families Advisory Board Meeting
Thursday, October 26, 2023	Home Visiting Advisory Committee Meeting

PLANNING, RESEARCH, AND EVALUATION

SAMIS Implementation

- Prep and support for providers being able to enter programmatic data and monthly reporting in FY2024 in our new information management system. In September, the Trust hosted a second SAMIS Provider Pilot Testing and Feedback session on 9/20/2023.

Contract Renewals – FY2024

- Review and revision of performance measures and monthly reporting.
- 18+ provider meetings/evaluation discussions with program staff on data collection and performance measures.

End of Year Reporting – FY2023

- End of Year reporting correspondences/reminders sent out to 58 funded programs. This includes quantitative and qualitative data submissions; and review/quality assurance of data received to date.
- Data analysis and evaluation reporting for TeensWork Alachua and Summer Programs.

Collaboratives/Committees/Professional Groups:

- Submitted summary data on behalf of Alachua County for the “*State of Afterschool and Summer Learning in Florida*” report completed by the [Florida Afterschool Network](#).
- Participated in the Data Community of Practice – Florida Local College Access Network for Alachua County on 9/19/2023.
- American Evaluation Association – Visualizing Program Theories on 9/14/2023.
- Florida Alliance for Children’s Services Councils and Trust’s (FACCT) Research Affinity Group on 9/14/2023.

FINANCE AND ADMINISTRATION

FY2023 Year-end activities
SAMIS set-up and training for providers
Monthly Checks & Expenditures Report
Monthly FY 2023 Budget Report
Monthly Programmatic Awards and Expenditures Report

SUCCESS STORIES

Florida Institute for Workforce Innovation (Project YouthBuild Program)

Project YouthBuild shared a highlight as a success. Youth who did not graduate during the month of May had the opportunity to attend summer school in July. As a result, several young people were able to complete their high school diploma.

File Attachments for Item:

15. Informational: Contract for Potential Property

CONTRACT TO PURCHASE REAL PROPERTY

THIS CONTRACT TO PURCHASE REAL PROPERTY (this “**Contract**”) is made and entered into by and between **Davis Monk & Company**, a Florida general partnership with its principal address of 4010 NW 25th Place, Gainesville, Florida 32606 (“**Seller**”), and the **Children’s Trust of Alachua County**, an independent taxing district of the State of Florida, by and through its governing body, whose address is 802 NW 5th Ave, Ste 100, Gainesville, FL 32601 (“**CTAC**”). Collectively, the **Seller** and the **CTAC** shall be referred to herein as the “**Parties.**”

WITNESSETH:

WHEREAS, Seller owns that certain real property bearing Alachua County Parcel Identification No. 06107-005-000 that is more particularly described in **Exhibit “A”** attached hereto (the “**Property**”); and

WHEREAS, CTAC desires to purchase the Property from the Seller, contingent upon the provisions provided herein; and

WHEREAS, the Seller desires to sell the Property to the CTAC as provided herein.

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

1. **EFFECTIVE DATE; RECITALS.** This Contract shall become effective as of the day and year upon which Seller and the CTAC have all executed this Contract as set forth on the signature page hereof (the “**Effective Date**”). The above-referenced recitals are true and correct and the same are hereby incorporated into this Contract for all purposes.

2. **DEFINITIONS.** The capitalized terms below shall have the following meanings herein:

Closing shall mean the date of the closing of this transaction for the Property.

Escrow Agent and Closing Agent shall mean David Menet, of Salter Feiber, Attorneys at Law located at 3940 NW 16th Blvd, Bldg. B. Gainesville, FL 32605, email: davidm@salterlaw.net. It will not be necessary for the Escrow Agent to execute this

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Contract or any amendments to this Contract. By delivery to and acceptance by the Escrow Agent of a fully executed copy of this Contract along with the Deposit, the Escrow Agent agrees to be bound by the terms and provisions of this Contract specifically relating to the Deposit. However, no amendments to this Contract will adversely affect or impair the rights or duties, or increase the liability of, the Escrow Agent hereunder without the Escrow Agent's prior written approval.

Title Commitment shall mean the written commitment of a Florida-licensed title insurance company to insure and provide title insurance policies to the CTAC. The Escrow Agent shall ensure the CTAC is the named insured for the Property. The Escrow Agent will obtain the necessary title assurances and policy.

Surveyed Acres shall mean the total number of acres of the Property excluding: (1) public rights of way; (2) railroad rights of way; (3) cemeteries; (4) lands under control or possession of anyone other than the Seller; and/or (5) lands below the ordinary high water line or mean high water line of any river, lake or stream, if any.

Survey shall mean an ATLA survey of the Property made by a Florida licensed surveyor who the CTAC shall select from its list of approved surveyors. In addition to the ATLA survey requirements, the surveyor shall: (1) certify the Survey to the CTAC, the Seller, the Closing Agent, and the Florida licensed title insurance company issuing the Title Commitment; (2) meet the requirements of Chapter 472, Florida Statutes; (3) provide a "metes and bounds" legal description of the Property; and (4) list the exact number of Surveyed Acres to the hundredth decimal place or as reasonably practical.

Environmental Reports shall mean any and all environmental site assessments, audits, reports, and/or correspondence relating to any potential environmental matters on any portion of the Property.

3. PURCHASE OF PROPERTY.

a. The Property. Seller represents and warrants to the CTAC that it holds fee simple title to that certain real property located at 4010 NW 25th Place, Gainesville, Alachua County, Florida, bearing Alachua County Property Appraiser's parcel ID#: 06107-005-000, more particularly described in **Exhibit "A"** attached hereto and expressly made a part of this Contract; together with all buildings and improvements thereon, and

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including all fixtures and articles of personal property attached to or appurtenant to or used in connection with the Property, together with all rights, benefits, privileges, easements, hereditaments, rights-of-way and other appurtenances thereon or in any way appertaining thereto, including all mineral rights, development rights, air and water rights, riparian and littoral rights, permits, licenses or approvals associated with the real property (collectively, hereinafter referred to as the “**Property**”).

b. Intangible Personal Property. To the extent assignable without cost to Seller, all intangible personal property, if any, owned by Seller and related to the Property, shall be assigned by Seller to the CTAC at Closing, including, without limitation: all warranties to which the Seller may have rights applicable to the Property or any portion thereof provided by any manufacturers, designers, and contractors providing materials or performing work on, for, or of the Property, or any portion thereof; and plans and specifications and other architectural and engineering drawings; surveys, engineering reports and other technical information relating to the Property; and any governmental permits, approvals, and licenses (including pending applications, if any)(collectively, the “**Intangible Personal Property**”). As used in this Contract, the Property, and the Intangible Personal Property together shall be referred to herein collectively as the “**Property**”.

4. **PURCHASE PRICE; DISBURSEMENT.** Seller agrees to sell and the CTAC agrees to purchase the Property for the sum of One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000.00); subject to adjustments, credits, and prorations as set forth herein (the “**Purchase Price**”).

a. Within 5 business days of the Effective Date of this Contract, CTC will make a deposit with the Escrow Agent the sum of \$50,000, as good faith deposit for the Property (the “**Deposit**”). Upon the expiration of the Inspection Period (as defined below), the Deposit shall be (i) deemed non-refundable except in the event of an uncured Seller default of failure of a condition precedent to Closing, and (ii) applicable to and credited against the Purchase Price at the Closing, or paid to Seller as liquidated damages as hereinafter provided, all as more fully set forth within this Contract.

b. The balance of the Purchase Price, less any fee, and the Deposit by CTAC prior to closing shall be paid by CTAC at Closing.

5. **DOCUMENTS AND INFORMATION SELLER SHALL PROVIDE.** The Seller shall furnish to the CTAC, within five (5) business days of the Effective Date of this

Contract, the following documents and information relating to the Property, to the extent such items are in the possession or control of Seller:

- a. Copies of all title insurance policies, commitments, abstracts, opinions, searches and/or reports for any portion of the Property.
- b. Copies of all Environmental Reports.
- c. Copies of all surveys of any portion of the Property.
- d. Copies of all engineering reports which relate to the Property.
- e. Copies of all leases, contracts, options, easements, licenses, mortgages, financing statements, security agreements, judgments, liens, claims of lien, tax assessment records, and all similar documents, known to the Seller, which are then in effect and may reasonably affect the title to the Property or the Seller's ability to convey fee simple title to the Property.
- f. A completed Beneficial Interest and Disclosure Affidavit for the Seller as required by §§ 286.23(1), and 380.08(2), Florida Statutes, the form of which is attached hereto as **Exhibit "B"**. Pursuant to §286.23(2), Florida Statutes, the disclosure must be made under oath, subject to the penalties prescribed for perjury.
- g. The Seller's social security or Federal Tax ID number.
- h. The above-requested documents in (a)-(d) above are collectively, the "**Seller Inspection Materials**". Notwithstanding the foregoing, the term "Seller Inspection Materials" shall not include any materials that are subject to attorney-client privilege or that constitute attorney work product. During the term of this Contract, to the extent Seller comes into possession of any new Seller Inspection Materials or any Seller Inspection Materials not previously provided to the CTAC, Seller shall promptly notify the CTAC of the same and deliver such Seller Inspection Materials to the CTAC. The CTAC shall be permitted, at the CTAC's cost, to make copies of the Seller Inspection Materials, to the extent Seller is unable to transmit to the CTAC electronic copies of any of the Seller Inspection Materials. The CTAC further acknowledges and agrees that the Seller Inspection Materials will be provided to the CTAC for informational purposes only and that the CTAC shall not be entitled to rely thereon, but shall conduct its own independent inquiry and investigation with respect to the same. Except as otherwise provided in this

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 _____ CTAC's Initials

Contract, neither Seller nor any person representing or acting on behalf of Seller, including without limitation any of Seller’s agents or consultants, has made or shall make any representation or warranty, express or implied, written or oral, as to the reliability, accuracy or completeness of any of the Seller Inspection Materials, and none of Seller or any of its employees or agents has or shall have any liability relating to the Seller Inspection Materials or for any errors therein or omissions therefrom; provided, however, notwithstanding the same Seller hereby represents that Seller has no actual knowledge (without any obligation of investigation or inspection) that any of the Seller Inspection Materials provided or to be provided by Seller to the CTAC are inaccurate, misleading, or incomplete. If this purchase and sale transaction does not close for any reason, then the CTAC shall return to Seller all Seller Inspection Materials in the CTAC’s possession.

6. **DUE DILIGENCE INSPECTIONS.** The CTAC’s due diligence period starts on the Effective Date of this Contract and shall continue for a period of thirty (30) calendar days (the “**Inspection Period**”). During the Inspection Period, the CTAC may conduct any surveys, surface and subsurface explorations, soil tests, engineering studies, environmental site assessments (provided, however, that absent prior written consent of Seller, CTAC’s environmental and soil assessment of the Property shall be limited to a Phase I environmental assessment), and any other tests and investigations of the Property which the CTAC may elect to make to determine whether the Property is suitable, in the CTAC’s sole and reasonable discretion, for the CTAC’s intended use and development of the Property as a public facility, including administrative offices for CTAC staff; provided, however, that such Inspections shall not unreasonably disturb or interfere with the use or operations of Seller or any tenants. The CTAC may conduct any inspections during the Inspection Period which the CTAC deems necessary to determine to the CTAC’s satisfaction the Property’s engineering, architectural, environmental properties, including but not limited to building’s structural systems, mechanical systems, building envelope, and interior building components; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; compliance with all applicable building codes; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that the CTAC deems appropriate to determine the suitability of the Property for the CTAC’s intended use and development (“**Inspections**”); provided, however, that such Inspections shall not unreasonably disturb or interfere with the use or operations of Seller or any tenants.

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The CTAC will deliver written notice to Seller prior to the expiration of the Inspection Period of the CTAC’s determination of whether or not the Property is suitable in the CTAC’s sole and reasonable discretion. The CTAC’s failure to comply with this notice requirement will constitute acceptance of the Property in its present “as is” condition. Seller grants to the CTAC, its employees, agents, contractors and assigns, the right to enter the Property at any time during the Inspection Period for the purpose of conducting Inspections; provided, however, that the CTAC, its employees, agents, contractors and assigns enter the Property and conduct Inspections at their own risk; and provided further that such Inspections shall not unreasonably disturb or interfere with the use or operations of Seller or any tenants. Subject to the limitations contained in paragraph 38, the CTAC shall indemnify, defend and hold Seller harmless from and against any losses, damages, costs, claims and expenses of any nature, including attorneys’ fees at all levels, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by the CTAC and this indemnity shall survive the Closing or termination of this Contract. The CTAC will not engage in any activity that could result in a mechanic’s lien being filed against the Property without the Seller’s prior written consent. In the event this transaction does not close, (a) the CTAC will repair all damage to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (b) the CTAC will, at the CTAC’s expense, promptly transmit to the Seller all reports and other work generated as a result of the Inspections.

If the CTAC determines, in its sole discretion, that the Property is not acceptable to the CTAC, it may terminate this contract by delivering written notice to Seller before the expiration of the Inspection Period of such election. In that event the Parties agree that this Contract shall terminate automatically, the \$50,000 deposit of CTAC shall be returned and other than the costs associated with the inspections addressed in this paragraph, the Parties shall have no further duties or obligations hereunder.

7. EVIDENCE OF TITLE AND TITLE INSURANCE. Within twenty (20) days after the Effective Date, the CTAC, at its sole cost and expense, shall obtain the Title Commitment for an ALTA Owner’s Title Insurance Policy insuring the marketable record title of the Property from a recognized national title insurance company of CTAC’s choice doing business in the Alachua County area. The Title Commitment shall describe the Property, shall be dated later than the Effective Date of this Contract, shall be in the full amount of the Purchase Price, shall have attached legible copies of all instruments referred to therein, and shall otherwise disclose the title to the Property to be good, marketable, and

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insurable, subject only to the exceptions set forth in **Exhibit “C”** attached hereto (“**Permitted Exceptions**”).

CTAC acknowledges that there is currently a month-to-month Tenant (known as Carr, Riggs & Ingram CPAs and Advisors), occupying the Property. The Seller has assured CTAC that this Tenant intends to vacate the Property by October 31, 2023; however, the Parties agree that the Closing will not be contingent upon this Tenant vacating the Property.

8. **SURVEY.** The CTAC may have the Property surveyed during the Inspection Period. If the Survey shows that (a) any encroachments on the Property, or that improvements, if any, on the Property encroach on other lands; (b) the Property is not contiguous to a publicly dedicated right of way; or (c) any other facts that affect the marketability of the title to the Property, then any such facts or matters so shown will constitute a Title Objection (defined below) for purposes of Paragraph 9 herein.

9. **TITLE REVIEW.**

a. The CTAC shall have until expiration of the Inspection Period (the “**Title and Survey Review Period**”) to examine the Survey and Title Commitment and any supporting title documents, and, if the Survey, Title Commitment, or supporting title documents, reveal any encroachments, overlaps, easements, restrictions, covenants, conditions, other title defects or other matters objectionable to the CTAC (hereinafter referred to as the “**Title Objections**”), to furnish Seller with a written statement of the CTAC’s Title Objections (“**The CTAC’s Title Objection Notice**”). Any matters identified in the Title Commitment or the Survey and not objected to by the CTAC as set forth above shall be deemed to be approved by the CTAC, provided, however, the CTAC’s failure to provide notice of any Mandatory Cure Items (defined below) shall not be deemed a waiver, the CTAC shall be deemed to have automatically objected to all Mandatory Cure Items, and the CTAC shall not be required to take title subject to any Mandatory Cure Items. In all events Seller shall be required to cure all Mandatory Cure Items. As used herein, the term “**Mandatory Cure Item**” or “**Mandatory Cure Items**” means (i) any mortgage, deed to secure debt, deed of trust or similar security instrument encumbering all or any part of the Property, (ii) any mechanic’s, materialman’s or similar lien (except to the extent resulting from any act or omission of the CTAC or any of its agents, contractors, representatives or employees), (iii) any judgment of record against Seller in the CTAC or other applicable jurisdiction in which the Property is located; (iv) all other liens or encumbrances evidencing monetary obligations of Seller; (v) all matters affecting title which are the result of Seller’s voluntary acts occurring after the Effective Date of this

Contract, to the extent not consented to by the CTAC in writing; and (vii) any other matters that Seller has agreed to cure or satisfy or is otherwise required to cure or satisfy pursuant to the terms of this Contract.

b. If the CTAC furnishes the CTAC's Title Objection Notice within the permitted time, then Seller shall have until seven (7) days after Seller's receipt of the CTAC's Title Objection Notice (the "**Seller Title Response Period**") in which to indicate to the CTAC which of the Title Objections raised by the CTAC that Seller will cure and those which Seller declines to cure, and if Seller does not respond in writing to the CTAC's Title Objection Notice within the Seller Title Response Period, then Seller shall be deemed to have declined to cure all Title Objections set forth in the CTAC's Title Objection Notice.

c. If Seller declines to cure any of the Title Objections set forth in the CTAC's Title Objection Notice (excluding Mandatory Cure Items, which Seller shall be required to cure in all events), then the CTAC may then do one of the following as the CTAC's sole remedy: (i) accept such Title Objections set forth in the CTAC's Title Objection Notice that Seller has declined to cure in writing (excluding Mandatory Cure Items, which Seller shall be required to cure in all events) as a Permitted Exception, and require Seller to deliver the title to the Property at the Closing subject to such uncured Title Objections (but subject to Seller curing all Mandatory Cure Items and any Title Objections set forth in the CTAC's Title Objection Notice that Seller has agreed to cure), with no reduction in the Purchase Price due to the same; or (ii) terminate this Contract, whereupon this Contract shall be automatically terminated, and all Parties released from further obligation hereunder except for any provision herein which expressly survives termination of this Contract. The CTAC's decision either to accept the Title Objections set forth in the CTAC's Title Objection Notice that Seller has declined to cure in writing as a Permitted Exception or to terminate this Contract shall be made by written notice thereof from the CTAC to Seller within the later of (A) three (3) business days after the CTAC receives written notice from Seller that Seller is declining to cure any of the Title Objections set forth in the CTAC's Title Objection Notice (or three (3) business days after the Seller Title Response Period if Seller fails to respond), or (B) the expiration of the Inspection Period. If the CTAC has not provided Seller with written notice of termination within the period set forth herein, any uncured Title Objections that Seller has declined to cure in writing (excluding Mandatory Cure Items, which Seller shall be required to cure in all events) shall become part of the Permitted Exceptions, and any such objection with respect to the same shall be deemed to have been waived and the CTAC shall be deemed to have elected option (i) above.

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d. If Seller timely elects in writing to cure any of the Title Objections, or if Seller is deemed to have agreed to cure all or any of the Title Objections set forth in the CTAC's Title Objection Notice, then Seller shall have until the Closing Date to cure the applicable Title Objections ("**Seller's Title Cure Period**"), and the Closing Date shall be extended for a period of time, not to exceed sixty (60) calendar days, reasonably necessary to accommodate Seller's efforts to cure such applicable Title Objections. In all events, Seller shall cure all Mandatory Cure Items, and Seller shall use good faith and due diligence to cure the Title Objections it agrees to cure. If any such Title Objections, other than those that will be cured or satisfied at Closing, remain uncured by Seller at the end of Seller's Title Cure Period, then Seller shall give the CTAC written notice of Seller's failure to cure all the Title Objections and describe with specificity in that notice the Title Objections which remain uncured. The CTAC may then do one of the following: (i) accept the uncured Title Objections (excluding Mandatory Cure Items, which Seller shall be required to cure in all events) as Permitted Exceptions, and require Seller to deliver the title to the Property at the Closing subject to such uncured Title Objections with no reduction in the Purchase Price in connection with the same; or (ii) terminate this Contract, whereupon this Contract shall be automatically terminated, the Deposit returned to the CTAC and all Parties released from further obligation hereunder except for any provision herein which expressly survives termination of this Contract and any rights and remedies of the CTAC with respect to Seller defaults as set forth in this Contract. The CTAC's decision either to accept the uncured Title Objections or to terminate this Contract shall be made by written notice thereof from the CTAC to Seller within the later of (A) three (3) business days after the CTAC receives written notice from Seller of the uncured Title Objections, or (B) the Closing Date, and the Closing Date shall be extended to accommodate the CTAC's three (3) day response period described in Subparagraph (C) above, as applicable. If the CTAC has not provided Seller with written notice of termination within the period set forth herein, any uncured Title Objections (excluding Mandatory Cure Items, which Seller shall be required to cure in all events) shall be deemed to be acceptable to the CTAC and shall become part of the Permitted Exceptions, and any objection shall be deemed to have been waived and the CTAC shall be deemed to have elected option (i) above. Notwithstanding anything to the contrary set forth herein, if Seller fails to cure all Mandatory Cure Items and other Title Objections which are the result of Seller's voluntary acts occurring after the Effective Date of this Contract, Seller shall be in default hereunder and the CTAC shall have all rights and remedies available to the CTAC hereunder.

e. If, following the expiration of the Title and Survey Review Period, any new matters appear on any update to the Title Commitment or any update to the Survey that affects the Property, then the provisions of this Paragraph 9 shall apply thereto except the

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time period in which the CTAC may object shall expire five (5) days after the CTAC receives said update, and the Seller Title Response Period for the same shall expire three (3) business days thereafter. In addition, if any time periods provided for in this Paragraph 9(e) extend beyond the Closing Date, then the Closing Date shall be extended until a date which is five (5) business days after the last applicable date. Except as may otherwise be expressly permitted under this Contract, Seller shall not permit any new encumbrances on the Property after the Effective Date without the CTAC's prior written consent.

10. **ENVIRONMENTAL SITE ASSESSMENT.** The CTAC's obligation to purchase the Property is contingent on the CTAC being able to obtain an environmental site assessment of the Property during the Inspection Period, which the CTAC determines, in its sole discretion, to be satisfactory for its intended use and development of the Property. If the results of the environmental site assessment or any Environmental Reports furnished to the CTAC by a third-party consultant or the Seller reveal that any portion of the Property is contaminated or violates applicable federal, state or local laws, ordinances, codes, rules, orders or regulations relating to pollution or protection of the environment or to threatened or endangered species (collectively the "**Environmental Defects**"), the CTAC shall provide written notice to the Seller of the Environmental Defects prior to the expiration of the Inspection Period. Should the CTAC provide such notice, the Seller shall have 20 days after the date of said notice to elect, in Seller's sole discretion, whether to correct or remove the Environmental Defects. In the event that Seller elects to correct or remove the Environmental Defects within such 20-day period by written notice to CTAC, then the Closing Date shall be extended 70 days after the date of such notice (the "**Extended Closing Date**"). If the Seller is unable, after reasonable effort, to correct or remove the Environmental Defects that Seller elects to correct or remove within the 70 day time period, or if Seller elects not to correct or remove any Environmental Defects, the CTAC may either: (a) accept the Environmental Defects and close this transaction according to the terms of this Contract no later than the end of the Extended Closing Date, or (b) terminate this Contract by written notice to the Seller, as may be determined and elected by the CTAC Manager without further approval by the Board, whereupon all Parties shall be relieved of all further obligations under this Contract.

11. **CASUALTY LOSS.** In the event any portion of the improvements located on the Property is damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to closing, to an extent greater than Thousand and No/100 Dollars (\$100,000.00) in value, then the CTAC, as determined by the CTAC Executive Director, may either: (a) accept such loss and close this transaction according to the terms of this

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Contract; or (b) terminate this Contract by written notice to the Seller, whereupon all Parties shall be relieved of all further obligations under this Contract. Seller represents that it has standard casualty and property damage insurance coverage sufficient to cover foreseeable damage to the property in the amount set forth above. Provided, however, if the CTAC proceeds to closing, the Seller shall be obligated to repair all damage to the improvements to the extent covered by insurance, regardless of the amount of such damage or, at the option of the CTAC, Seller shall assign all insurance or condemnation proceeds resulting from the loss or damage to the CTAC.

12. **INSPECTIONS.** The CTAC may perform visual inspections of the Property at any time prior to Closing; provided, however, that such visual inspections shall not unreasonably disturb or interfere with the use or operations of Seller or any tenants.

13. **CLOSING DATE; APPROVALS.** This transaction shall be closed at a date and time mutually agreed upon by the Parties no later than thirty (30) days after the expiration of the Inspection Period (the “**Closing Date**”), as may be extended as provided herein, at or through the offices of the Escrow Agent, unless otherwise provided for herein or agreed to by the Parties in writing. The Executive Director of CTAC has the authority to agree, on behalf of the CTAC, to terminate this Contract, or to extend the Inspection Period, Cure Period, or the Closing Date, without further approval by the CTAC Board.

14. **EXPENSES.** The Parties shall pay closing costs and expenses as follows:

SELLER:

- Documentary stamp tax on the deed of conveyance;
- Preparation of all closing documents necessary to cure title defects; which are not Permitted Exceptions (if any);
- Past due taxes (if any);
- Seller’s attorney’s fees; and
- Seller’s brokerage fees (if any)

CTAC:

- Environmental site assessment costs;
- Survey;
- Owners Title Insurance Policy for the CTAC (including all related search and abstract fees);
- Closing Agent fees (including the preparation of all closing

- documents, except those that are necessary to cure title defects and are thus Seller's responsibility);
- Recording costs; and
- CTAC's attorney's fees.

15. AD VALOREM TAXES AND ASSESSMENTS ON THE PROPERTY.

a. For the year of closing, the Seller shall be responsible for and pay at closing all unpaid ad valorem taxes and assessments on the Property relating to the period of time that Seller owned the Property, and to discharge the lien of such ad valorem taxes and assessments relating to the period of time that Seller owned the Property. The Seller may take advantage of all legal procedures for discharging such lien by paying an estimated, prorated amount into escrow with the applicable tax collector(s) as provided by Section 196.295, Florida Statutes, Rule 12D-13.016, Florida Administrative Code and other applicable provisions of law. Seller shall not be responsible for any taxes or assessments incurred after closing. CTAC as a governmental entity is immune from taxation for property it owns.

b. For all years prior to the year of closing, the Seller shall be responsible for and pay at closing all unpaid ad valorem taxes and assessments on the Property, to discharge any and all liens of such ad valorem taxes and assessments.

16. ASSESSMENTS AND FEES. The Seller shall fully pay the following at or prior to closing, to the extent relating to the period of time that Seller owned the Property: all unpaid public assessments for street, sidewalk or other improvements, if any; city or county garbage disposal fees, incineration fees, fire service fees, and the like; impact fees payable with respect to the Property; and any other fees or payments due to any governmental authority with respect to the Property.

17. CLOSING DOCUMENTS: The CTAC's Executive Director is hereby delegated the authority to execute all closing documents on behalf of the CTAC that are necessary to close this transaction, including but not limited to the HUD-1 Settlement Statement. Except as specifically provided below, the Seller shall deliver or provide the Closing Agent with information necessary to produce the following documents at or prior to closing:

a. An Affidavit of Non-Foreign Status, Notice of Non-Recognition, or Withholding Certificate to establish compliance with the Foreign Investment and Real Property Tax Act of 1980 "FIRPTA". Any such documents executed and delivered by the

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Seller must comply with the provisions of FIRPTA and any regulations or rules promulgated thereunder. If the Closing Agent or the CTAC has actual knowledge or has received notice that the information contained or representations made in such document(s) is false, or if the document(s) does not otherwise comply with FIRPTA, then the Closing Agent shall withhold 10% - 15% of the amount realized by the Seller and shall remit such amount to the IRS at closing along with the properly completed remittance form.

b. Seller shall furnish a Seller's affidavit, in form reasonably acceptable to the Closing Agent, the title insurance company, and the CTAC, sufficient to remove standard printed exceptions to title in the Owner's Title Insurance Policy regarding (i) rights or claims of Parties in possession; and (ii) mechanic's liens.

c. An affidavit affirming the Seller's representations and warranties listed in Paragraph 23.

d. IRS 1099 Form, if required.

e. Incumbency Certificate, Resolution and Affidavit, in a form acceptable to the Closing Agent, from the Seller if the Seller is not a natural person.

f. Seller shall deliver satisfaction(s), release(s) or estoppel letters from lenders and others holding mortgages or liens on the Property.

g. Seller shall deliver an assignment of all of Seller's rights, title and interest in all development rights, permits, licenses, benefits, consents, or approvals, surveys, soil tests, water, sewer, or other utility capacity verification or reservation, development plans, engineering plans or specifications, tests, reports, studies, appraisals, analyses and similar documents or information.

h. As may be required by the Title Commitment, Seller shall deliver (i) documents, instruments, or other writings executed, drafted, or issued by the City wherein the City does or otherwise confirms it release(s), quit claim(s), renounce(s), or quiet(s) any and all right, title, or interest in the Property; or (ii) such other documentation as may be reasonably needed by the Closing Agent or title insurance company to issue the Owner's Title Insurance Policy without exception for any and all right, title, or interest of the City in and to the Property.

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i. Any other documents or information the Closing Agent reasonably requests or requires to complete the transaction.

18. **CONVEYANCE.** At closing, the Seller shall convey fee simple title of the Property to the CTAC by special warranty deed, free and clear of all liens and encumbrances except for the Permitted Exceptions and those matters expressly allowed for herein or otherwise agreed to by the Parties in writing. The CTAC Board authorizes the Executive Director of CTAC to accept liens and encumbrances related to the Property without requiring further approval of the CTAC Board. The deeds of conveyance shall: (1) utilize the “metes and bounds” legal descriptions of the Property; and (2) meet the standards of the Closing Agent and the CTAC as to form. Exclusive possession of the Property shall pass to the CTAC at the time of closing.

19. **TIME IS OF THE ESSENCE.** In all matters relating to this Contract, **TIME IS OF THE ESSENCE.**

20. **NO ALTERATIONS PRIOR TO CLOSING.** After the Effective Date, the Seller will not, without prior written consent from the CTAC, (i) execute or enter into any lease, contract, option, easement, license, mortgage, financing statement, security agreement, or similar document concerning or affecting the Property, or (ii) materially alter the Property; provided, however, that Seller shall be permitted to engage in routine cleaning, maintenance and repair activities without the necessity of obtaining any consent from CTAC.

21. **GENERAL CONDITIONS TO OBLIGATIONS OF THE CTAC.** The obligations of the CTAC are, at the option of the CTAC, contingent upon these conditions:

a. The representations and warranties made by Seller herein shall be correct statements of fact as said facts exist as of the Closing Date, and at all times between the Effective Date and the Closing Date.

b. All terms, covenants, agreements and provisions of this Contract to be complied with and performed by the Seller on or before the Closing Date shall have been duly complied with or performed.

22. **GENERAL CONDITIONS TO OBLIGATIONS OF THE SELLER.** The obligations of the Seller are, at the option of the Seller, contingent upon these conditions:

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a. The representations and warranties made by CTAC herein shall be correct statements of fact as said facts exist as of the Closing Date, and at all times between the Effective Date and the Closing Date.

b. All terms, covenants, agreements and provisions of this Contract to be complied with and performed by the CTAC on or before the Closing Date shall have been duly complied with or performed.

23. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SELLER.

The Seller hereby represents, warrants, and covenants to and with the CTAC as follows:

a. To the best of Seller’s knowledge and belief, except for those matters that will be discharged at closing, the Seller, and only the Seller, holds fee simple title to the Property and neither the Seller nor any other party has a common law or statutory way of necessity over or across the Property pursuant to §704.01, Florida Statutes.

b. From and after the Effective Date, Seller shall not enter into any contracts, agreements, encumbrances, liens, or other documents or instruments for or regarding the sale, transfer, disposition, assignment, conveyance, encumbrance, lien, pledge, of any Property, or any part thereof or any interest therein, or which may result in any lien or encumbrance with regard to the Property, or any part thereof, or an interest therein, without the prior written consent of the CTAC.

c. The person executing this Contract on behalf of the Seller is fully and duly authorized to do so by Seller, and any and all actions required to make this Contract and the performance thereof legally binding obligations of Seller, have been duly and legally taken. No further consent, authorization or approval of any person or entity is required for Seller to enter into or perform this transaction.

d. Seller has paid (or covenants that it will pay prior to Closing) any and all taxes (excluding taxes not yet due) which have or could become a lien or charge against the Property, subject to the proration therein provided.

e. To the best of Seller’s knowledge and belief, except for the liens, encumbrances, or charges against the Property specifically disclosed in this Contract, there are no other liens, encumbrances, unpaid bills to vendors, outstanding obligations or charges (contingent or absolute) in existence against such Seller or any businesses conducted thereon, or any existing undisclosed or unrecorded liens, encumbrances or

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charges, which could adversely affect title to the Property after the Effective Date or the Closing Date, and Seller has no knowledge of any matters pending that could result in a lien against the Property, or in any way substantially adversely affect title to the Property.

f. From and after the Effective Date, Seller will not cause, permit, suffer, or allow any change, modification or alternation to be made to the Property, or any part or portion thereof, or its physical condition without the prior written consent of CTAC; provided, however, that Seller shall be permitted to engage in routine cleaning, maintenance and repair activities without the necessity of obtaining any consent of CTAC.

g. Other than Carr, Riggs & Ingram CPAs and Advisors, there are no leases of the Property, or any portion thereof.

h. To the best of Seller's actual information and belief, during its ownership the Property has never been used for the dumping, disposal, manufacture, handling, transportation, storage, or usage of any toxic or hazardous wastes or materials, and no such toxic or hazardous waste or materials are present on, in, or under the Property. As used herein "hazardous or toxic wastes or materials" shall mean and refer to any substance or matter giving rise to liability or regulations under any federal, state, or local law, statute, regulation, rule or ordinance.

i. To the best of the Seller's actual information and belief, no party or person has ever used the Property as a dump, landfill or garbage disposal site.

j. To the best of the Seller's actual information and belief, the Property presently complies with all applicable environmental laws, rules and regulations.

k. The Seller has no actual knowledge of any previous violations of applicable environmental laws, rules and regulations regarding the Property.

l. The Seller has not received notice from any government agency that the Property violates any federal, state or local laws, ordinances, codes, rules, orders or regulations or that any remedial action is required on the Property.

m. The Seller has no actual knowledge that there are any endangered species (as defined by state or federal law) on the Property.

n. The Seller is not a “foreign person” as that term is defined in 26 U.S.C.A. §1445(f)(3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code, including but not limited to 26 U.S.C.A. §1445.

o. Upon closing, sole and exclusive possession of the Property shall transfer to the CTAC and Seller shall turn over the Property in broom clean condition, free of junk, rubbish, trash and debris.

p. To the best of Seller’s knowledge and belief, there are no actions, suits or proceedings of any kind or nature whatsoever legal or equitable, actual or threatened, affecting the Property, or any portion thereof, or relating to or arising out of the ownership of the Property, in any court or before or by any Federal, state, CTAC or municipal department, commission, board, bureau, or agency or other government instrumentality.


q. No person, firm or other legal entity other than the CTAC has any right or option whatsoever to acquire the Property or any portion thereof, or any interest therein.

r. The execution and delivery of this Contract and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute, to the best of Seller’s knowledge and belief, a violation or breach of any judgment, order, writ, injunction or decree issued against Seller.

s. Except as stated in Paragraph 5 above, no representation, warranty or covenant in this Contract, nor any document, certificate or exhibit given or delivered to CTAC pursuant to this Contract, when read singularly or together as a whole, contains any untrue statement of a material fact, or omits a material fact necessary to make the statements contained therein true in the light of the circumstances under which they were made, to the best of Seller’s knowledge.

t. Seller is not subject to any bankruptcy proceeding, assignment for benefit of creditors, receivership or similar proceedings and that the conveyance of the Property as set out herein will not result in the Seller becoming bankrupt or insolvent.

Except as otherwise expressly provided in this Contract, CTAC hereby expressly acknowledges and agrees that Seller makes no representations or warranties of any kind pertaining to any of the Property to be conveyed by Seller to CTAC, whether express or

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implied, including without limitation warranties or representations as to matters of title, use, zoning, tax consequences, physical or environmental conditions, operating history or projections, valuation, governmental approvals, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose, the manner or quality of the construction or materials of the Property, the manner, quality, state of repair or lack of repair of the Property, and the completeness or accuracy of any information or materials provided to CTAC. In the event of Closing, the Property is being sold and accepted by CTAC in “AS IS”, “WHERE IS” condition, and “WITH ALL FAULTS” except as expressly set forth in this Contract or in documents to be delivered at Closing pursuant to the terms of this Contract. Except for the warranties and representations expressly made by Seller in this Contract or in documents to be delivered at Closing pursuant to this Contract, Seller expressly disclaims any and all warranties, express or implied, relating in any way to the nature, quality, condition, use, operation or history of the Property, improvements and personal property to be conveyed by Seller to CTAC. CTAC is relying on its own investigation of the Property, and CTAC expressly represents that it has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Seller or any agent of Seller except as may be specifically set forth in this Contract.

24. **REPRESENTATIONS AND WARRANTIES OF THE CTAC.** CTAC hereby represents and warrants to Seller as follows:

a. The person executing this Contract on behalf of CTAC is fully and duly authorized to do so by CTAC, and any and all actions required to make this Contract and the performance thereof legally binding obligations of CTAC, have been duly and legally taken. No further consent, authorization or approval of any person or entity is required for CTAC to enter into or perform this transaction.

b. The execution and delivery of this Contract and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by CTAC of any provision of any agreement or other instrument to which CTAC is a party or to which CTAC may be subject although not a party, nor result in or constitute, to the best of CTAC’s knowledge and belief, a violation or breach of any judgment, order, writ, injunction or decree issued against CTAC.

c. No representation, warranty or covenant in this Contract, nor any document, certificate or exhibits given or delivered to Seller pursuant to this Contract, when read singularly or together as a whole, contains any untrue statement of material fact, or omits a material fact necessary to make the statement contained therein true in light of the circumstances under which they were made.

25. **CONTINUING REPRESENTATION AND WARRANTIES.** The representations and warranties of the Parties contained herein shall be continuing up to and including the Closing Date and at all times between the Effective Date hereof and the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing, and shall survive the closing of this transaction and remain in effect and enforceable by the Parties for a period of one (1) year after the Closing Date.

26. **EMINENT DOMAIN.** The Seller has no knowledge of any threatened or pending eminent domain proceedings affecting the Property. In the event eminent domain proceedings are pending (without Seller’s knowledge) or instituted after the Effective Date, to acquire all or any part of Property, the Parties agree that:

a. The Seller shall, upon discovery, immediately notify the CTAC of such threatened or pending eminent domain proceedings and provide to the CTAC copies of all written correspondences, pleadings or other papers concerning the eminent domain proceeding as the Seller receives them.

b. The CTAC may either: (i) terminate this Contract by written notice to the Seller, whereupon the Parties shall be relieved of all further obligations under this Contract; or (ii) the CTAC may elect to keep this Contract in full force and effect and assume sole control and direction (including settlement authority) of the eminent domain proceedings. In the event of Closing pursuant to this Contract, the CTAC shall receive the eminent domain award and the Purchase Price shall remain as defined above. The Seller shall execute all assignments or documents as are reasonably necessary to accomplish the same.

27. **REAL ESTATE COMMISSIONS.** Seller and CTAC hereby acknowledge that Perry G. McDonald of Bosshardt Realty Services LLC and Daniel Drotos of Colliers International of Gainesville are the sole brokers either party has dealt with in regards to this transaction and, if CTAC acquires the Property pursuant to this Contract, that said brokers will be compensated by Seller pursuant to a separate listing agreement. Except with respect to the above-identified brokers, Seller and CTAC shall indemnify and hold harmless the other from and against any claim for any real estate sales commission, finder’s fee, consulting fee, or other compensation in connection with the sale contemplated hereby and arising out of any act or agreement of such party. The indemnity obligations set forth above in this section shall survive both the Closing of the sale contemplated hereby and any termination of this Contract.

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28. **AUTHORITY.** Each party hereby represents and warrants to the other party, which representations and warranties shall be true and shall be deemed to be restated at the closing:


a. Each party has full authority to bind itself to the obligations stated herein, including but not limited to, providing any necessary resolutions or like documents indicating consent and approval.

b. The execution and delivery of this Contract and consummation of the transaction contemplated hereby shall not (i) constitute a default under any instrument, document or obligation to which it is now, or may become a party, or by which it may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which it is a party.

29. **DEFAULT.**

a. Unless otherwise specified in this Contract, in the event any condition of this Contract is not met by Seller, CTAC has timely given any required notice regarding the condition having not been met by Seller, and the sale contemplated hereby does not close, then the Deposit will be returned in accordance with applicable Florida Laws and regulations.

b. In the event Seller breaches its covenant to convey the Property to the CTAC or otherwise fails to perform its material obligations under this Contract, CTAC may provide Seller with written notice of the same and Seller shall thereafter have five (5) business days in which to cure the same. If Seller is unable or unwilling to cure the alleged default and the purchase and sale hereunder is not closed by reason thereof, CTAC shall have the right to (i) seek specific performance of this Contract, or (ii) terminate this Contract by providing written notice of such termination to Seller, whereupon the Deposit shall be returned to CTAC, and the parties shall have no further rights, duties, liabilities or obligations hereunder, except as expressly set forth herein. To the extent any alleged default involves a default of any of Seller's material representations, covenants or obligations hereunder, then, in the event of termination of this Contract by CTAC pursuant to this Section 29(b), in addition to the return of the Deposit to CTAC, Seller shall, within ten (10) business days thereafter, pay to CTAC, as liquidated damages and not as a penalty, an amount equal to all third party out-of-pocket costs and expenses incurred by CTAC in connection with the transaction

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contemplated by this Contract in an aggregate amount not to exceed Fifteen Thousand and 00/100 Dollars (\$15,000.00).

c. In the event any material representation, covenant or obligation of CTAC hereunder should at any time prior to Closing become untrue or unsatisfied, Seller may provide CTAC with written notice of the same and CTAC shall thereafter have five (5) business days in which to cure the same (provided, however, that no such notice and cure period shall be required if the event of default is CTAC's failure to timely close). If CTAC is unable or unwilling to cure the alleged default and the purchase and sale hereunder is not closed by reason thereof, then the Deposit shall be paid to Seller as full liquidated damages for such default by CTAC. It is specifically understood and agreed that payment of the Deposit to Seller, as liquidated damages, is Seller's sole and exclusive remedy hereunder, and Seller is hereby specifically waiving and relinquishing any and all other remedies at law or in equity. The Parties acknowledge that the actual amount of the damages which Seller would sustain as a result of CTAC's breach of this Contract are difficult or impossible to estimate, that the Deposit represents the Parties' best estimate of Seller's damages in the event of such breach, that said stipulated sum is a reasonable pre-estimate of the probable loss resulting from such a breach, and that payment of the Deposit to Seller is not to be construed as a penalty or forfeiture.

d. In no event shall either party be entitled to any remedies or damages for breach of this Contract except as set forth herein. In no event shall any party be entitled to punitive or consequential damages for the breach of this Contract.

30. **FURTHER ASSURANCES.** The Parties shall execute such further documents and do any and all such further things as may be reasonably necessary to implement and carry out the intent of this Contract.

31. **NOTICES.** Any notice, demand, request, or other communication required or permitted by this Contract or by law shall be in writing and delivered by one of the following methods: (a) delivered in person with signed proof of delivery, (b) delivered by United States certified or registered mail, return receipt requested, postage prepaid, or (c) delivered by a commercial courier service (such as Federal Express) to the following addresses:

Seller:

Davis Monk & Company
Attn: Joseph W. Davis

 Seller's Initials
____ CTAC's Initials

2735 NW 22nd Drive
Gainesville, FL 32605

With a copy to:

Withers Harvey, P.A.
Attn: Richard I. Withers, Esq.
1120 NW 8th Avenue
Gainesville, Florida 32601

CTAC:

Executive Director CTAC
802 NW 5th Av.
Ste, 100
Gainesville, Florida 32601

With a copy to:


Sylvia Torres, County Attorney
Alachua County Attorney's Office
12 SE 1st Street
2nd Floor
Gainesville, Florida 32601

To change or update any of the addresses above, the notifying party shall provide notice of the change in writing to the other party using the methods set out above. Such notice shall be deemed effective as of the date of receipt of such notice by personal delivery or commercial courier service, or the date of receipt or refusal of such notice by registered or certified mail, return receipt requested.

32. **ASSIGNMENT.** This Contract may not be assigned by either party without the written consent of the other party.


33. **PERSONS BOUND.** This Contract shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, legal representatives, successors, and permitted assigns.

34. **ESCROW.** Any Escrow Agent receiving funds or equivalent is authorized and agrees by acceptance thereof to deposit promptly and to hold same in escrow and subject to clearance thereof to disburse same in accordance with the terms and conditions of this

 Seller's Initials
____ CTAC's Initials

Contract. Failure of clearance of funds shall not excuse performance by the CTAC and may be treated as a default by the CTAC at the option of the Seller. In the event of doubt as to the Escrow Agent's duties or liabilities under the provisions of this Contract, the Escrow Agent may, in agent's sole discretion, continue to hold the funds in escrow until the Parties mutually agree to the disbursement thereof, or until a judgment or a court of competent jurisdiction shall determine the rights of the Parties thereto, or Closing Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute, and upon notifying all Parties concerned of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any items theretofore delivered out of escrow. In the event of any suit between CTAC and Seller wherein the Escrow Agent is made a party by virtue of acting as an escrow agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, the agent shall be entitled to recover reasonable attorney's fees and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All Parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to CTAC or Seller of items subject to escrow, unless such misdelivery shall be due to willful breach of this Contract or gross negligence on the part of the Closing Agent.

- 35. **ENTIRE AGREEMENT.** This Contract contains all of the agreements, representations and warranties of the Parties hereto with respect to the Property, and supersedes all other discussions, understandings or agreements in respect to the subject matter hereof. All prior discussions, understandings and agreements are merged into this Contract, which alone fully and completely expresses the agreements and understandings of the Parties hereto. This Contract may be amended, superseded, extended or modified only by an instrument in writing referring hereto signed by all Parties.
- 36. **APPLICABLE LAW; VENUE.** This Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida. Sole and exclusive venue shall be in Alachua County, Florida.
- 37. **WAIVER OF RIGHT TO TRIAL BY JURY.** Each party waives its rights to demand trial by jury.
- 38. **SOVEREIGN IMMUNITY.** The CTAC fully retains all sovereign immunity protections afforded to it as an independent taxing district of the State of Florida. The CTAC waives nothing by entering into this Contract. All claims against the CTAC that are permissible

 Seller's Initials
 _____ CTAC's Initials


pursuant to the partial waiver of sovereign immunity set forth in §768.28, Florida Statutes, must strictly comply with the procedures found in §768.28, Florida Statutes.

39. **SEVERABILITY.** In the event any portion of this Contract is found to be unenforceable, the remainder of this Contract shall remain in full force and effect if the deletion of such portion shall neither affect the overall intent of this Contract, nor materially impair the benefits negotiated by each party hereunder.
40. **CONSTRUCTION.** The provisions of this Contract have been carefully and fully negotiated between the Parties, each of which has relatively equal bargaining power. The terms of this Contract are to be construed in accordance with their fair meaning and intent and are not to be construed against either party merely because such party or its counsel drafted this Contract. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be automatically extended to the next day which is not a Saturday, Sunday or legal holiday.
41. **NO RECORDING OF CONTRACT.** The Parties agree that neither the CTAC nor the Seller shall cause this Contract to be recorded in any public records relating to the Property.
42. **COUNTERPARTS.** This Contract may be executed by the Parties hereto individually or in combination, in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same contract. This Contract may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. Execution of this document may be by digital means and the parties shall be bound by that method.
43. **HEADINGS.** The captions and headings contained in this Contract are for reference purposes only, and shall not in any way affect the meaning or interpretation hereof.
44. **WAIVER.** No provision of this Contract or any rights hereunder may be waived unless such waiver is in writing and is signed by the party waiving such provision or right. The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Contract, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy

 Seller's Initials
 _____ CTAC's Initials

provided by law or in the provisions of this Contract shall not exclude other remedies unless they are expressly excluded.

[Signature pages follow]

 Seller's Initials
_____ CTAC's Initials

EXECUTED this 26 day of September, 2023, by the following authorized representatives of the Seller.

SELLER:

DAVIS MONK & COMPANY
a Florida general partnership

By: *Joseph W. Davis*
Joseph W. Davis

Its: General Partner

Signed, sealed and delivered
in the presence of:

[Signature]
Witness No 1 Signature

Richard Huthers
Witness No 1 Print Name

[Signature]
Witness No 2 Signature

Sarah K. Wilmoth
Witness No 2 Print Name

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on September 26, 2023, by Joseph W. Davis, as General Partner of Davis, Monk & Company. Said person is personally known to me or produced _____ as identification.
(type of identification)

[Signature]
Notary Public – State of Florida

Print Name: Sarah K. Wilmoth

Commission Number: _____

Commission Expiration Date: _____



[Signature] Seller's Initials
_____ CTAC's Initials

EXECUTED this ____ day of _____, 2023, by the Chair of the Children’s Trust of Alachua County, an independent taxing district of the State of Florida, acting within her signature authority as granted by the Children’s Trust of Alachua County.

CHILDREN’S TRUST OF ALACHUA COUNTY

ATTEST:

By: _____
Tina Certain, Chair

Date: _____

Ken Cornell
Treasurer

APPROVED AS TO FORM

Counsel for the Children’s Trust

EXHIBIT LIST

- Exhibit A – Legal Description of Parcel**
- Exhibit B –Beneficial Interest and Disclosure Affidavit Form**
- Exhibit C – Permitted Exceptions**

 Seller’s Initials
____ CTAC’s Initials

EXHIBIT A – Legal Description of Property

TAX PARCEL NUMBER 06107-005-000

A tract of land situated in Section 26, Township 9 South, Range 19 East, City of Gainesville, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at the Southwest corner of the aforementioned Section 26, Township 9 South, Range 19 East for a point of reference and run North 00°04'48" East, along the West line of said Section 26 and along the centerline of NW 43rd Street, a distance of 1410.00 feet to the intersection of said centerline with the centerline of NW 27th Lane; thence run South 89°55'12" East, along said centerline of N.W. 27th Lane, a distance of 500.00 feet; thence run South 00°04'48" West, a distance of 235.00 feet to a concrete monument and the True Point of Beginning; thence continue South 00°04'48" West, a distance of 180.00 feet to a concrete monument on the Northerly line of NW 25th Place; thence run South 64°10'09" East, along said Northerly line, a distance of 186.83 feet to a concrete monument at the beginning of a curve concave Northwesterly, said curve having a radius of 50.00 feet and a chord bearing and distance of North 57°57'20" East, 84.69 feet respectively; thence run Northeasterly with said curve through an arc angle of 115°45'03', an arc distance of 101.01 feet to a concrete monument at the end of said curve; thence run North 00°04'48" East, along the West line of NW 40th Street, a distance of 216.14 feet to a concrete monument; thence run North 89°55'12" West, a distance of 240.00 feet to the True Point of Beginning.

 Seller's Initials
 _____ CTAC's Initials

EXHIBIT B – Beneficial Interest and Disclosure Affidavit Form

AFFIDAVIT OF DISCLOSURE OF BENEFICIAL INTEREST

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____ who was sworn and makes the following statements:

1. Affiant has personal knowledge of the facts contained herein.

2. Affiant makes this affidavit concerning the following described property (the “Property”) located in Alachua County, Florida which is being sold and conveyed to the Children’s Trust of Alachua County, Florida, an independent taxing district of the State of Florida:

See Exhibit “A” attached hereto.

3. The Property is owned by _____ (the “Owner”). Affiant is an Authorized Person of the Owner.

4. I make this affidavit pursuant to the entity disclosure requirements listed in §286.23, Florida Statutes concerning real property being conveyed to a public agency.

5. The following are the names and addresses of all parties having any beneficial interest in the Owner:

- a. _____, whose address is _____.
- b. _____, whose address is _____.
- c. _____, whose address is _____.
- d. _____, whose address is _____.
- e. _____, whose address is _____.
- f. _____, whose address is _____.

 Seller’s Initials
_____ CTAC’s Initials

Further Affiant Sayeth Naught.

DATED: _____

By: _____

Printed Name: _____

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me on _____ by _____ who is personally known to me or who has produced _____ as identification.

Sign: _____

{S E A L}

Print: _____

 Seller's Initials
____ CTAC's Initials

EXHIBIT C – Permitted Exceptions

“Permitted Exceptions” shall mean: (i) zoning and other regulatory laws and ordinances affecting the Property; (ii) items created by or through CTAC, and the exceptions to title approved by CTAC during the Inspection Period; (iii) any matters of record as of the Effective Date which were not objected to by CTAC in the CTAC's Title Objection Notice; (iv) any matters of title to which CTAC objected in the CTAC's Title Objection Notice but for which Seller has indicated (or is deemed to have indicated) that it will take no curative action; and (v) any matters which would be disclosed by an accurate survey and inspection of the Property.

 Seller's Initials
____ CTAC's Initials

CONTRACT TO PURCHASE REAL PROPERTY

THIS CONTRACT TO PURCHASE REAL PROPERTY (this “**Contract**”) is made and entered into by and between **Davis Monk & Company**, a Florida general partnership with its principal address of 4010 NW 25th Place, Gainesville, Florida 32606 (“**Seller**”), and the **Children’s Trust of Alachua County**, an independent taxing district of the State of Florida, by and through its governing body, whose address is 802 NW 5th Ave, Ste 100, Gainesville, FL 32601 (“**CTAC**”). Collectively, the **Seller** and the **CTAC** shall be referred to herein as the “**Parties.**”

WITNESSETH:

WHEREAS, Seller owns that certain real property bearing Alachua County Parcel Identification No. 06107-005-000 that is more particularly described in **Exhibit “A”** attached hereto (the “**Property**”); and

WHEREAS, CTAC desires to purchase the Property from the Seller, contingent upon the provisions provided herein; and

WHEREAS, the Seller desires to sell the Property to the CTAC as provided herein.

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

1. **EFFECTIVE DATE; RECITALS.** This Contract shall become effective as of the day and year upon which Seller and the CTAC have all executed this Contract as set forth on the signature page hereof (the “**Effective Date**”). The above-referenced recitals are true and correct and the same are hereby incorporated into this Contract for all purposes.
2. **DEFINITIONS.** The capitalized terms below shall have the following meanings herein:

Closing shall mean the date of the closing of this transaction for the Property.

Escrow Agent and ***Closing Agent*** shall mean David Menet, of Salter Feiber, Attorneys at Law located at 3940 NW 16th Blvd, Bldg. B. Gainesville, FL 32605, email: davidm@salterlaw.net. It will not be necessary for the Escrow Agent to execute this

____ Seller’s Initials

 ____ CTAC’s Initials

Contract or any amendments to this Contract. By delivery to and acceptance by the Escrow Agent of a fully executed copy of this Contract along with the Deposit, the Escrow Agent agrees to be bound by the terms and provisions of this Contract specifically relating to the Deposit. However, no amendments to this Contract will adversely affect or impair the rights or duties, or increase the liability of, the Escrow Agent hereunder without the Escrow Agent’s prior written approval.

Title Commitment shall mean the written commitment of a Florida-licensed title insurance company to insure and provide title insurance policies to the CTAC. The Escrow Agent shall ensure the CTAC is the named insured for the Property. The Escrow Agent will obtain the necessary title assurances and policy.

Surveyed Acres shall mean the total number of acres of the Property excluding: (1) public rights of way; (2) railroad rights of way; (3) cemeteries; (4) lands under control or possession of anyone other than the Seller; and/or (5) lands below the ordinary high water line or mean high water line of any river, lake or stream, if any.

Survey shall mean an ATLA survey of the Property made by a Florida licensed surveyor who the CTAC shall select from its list of approved surveyors. In addition to the ATLA survey requirements, the surveyor shall: (1) certify the Survey to the CTAC, the Seller, the Closing Agent, and the Florida licensed title insurance company issuing the Title Commitment; (2) meet the requirements of Chapter 472, Florida Statutes; (3) provide a “metes and bounds” legal description of the Property; and (4) list the exact number of Surveyed Acres to the hundredth decimal place or as reasonably practical.

Environmental Reports shall mean any and all environmental site assessments, audits, reports, and/or correspondence relating to any potential environmental matters on any portion of the Property.

3. PURCHASE OF PROPERTY.

a. The Property. Seller represents and warrants to the CTAC that it holds fee simple title to that certain real property located at 4010 NW 25th Place, Gainesville, Alachua County, Florida, bearing Alachua County Property Appraiser’s parcel ID#: 06107-005-000, more particularly described in **Exhibit “A”** attached hereto and expressly made a part of this Contract; together with all buildings and improvements thereon, and

____ Seller’s Initials

 CTAC’s Initials

including all fixtures and articles of personal property attached to or appurtenant to or used in connection with the Property, together with all rights, benefits, privileges, easements, hereditaments, rights-of-way and other appurtenances thereon or in any way appertaining thereto, including all mineral rights, development rights, air and water rights, riparian and littoral rights, permits, licenses or approvals associated with the real property (collectively, hereinafter referred to as the “**Property**”).

b. Intangible Personal Property. To the extent assignable without cost to Seller, all intangible personal property, if any, owned by Seller and related to the Property, shall be assigned by Seller to the CTAC at Closing, including, without limitation: all warranties to which the Seller may have rights applicable to the Property or any portion thereof provided by any manufacturers, designers, and contractors providing materials or performing work on, for, or of the Property, or any portion thereof; and plans and specifications and other architectural and engineering drawings; surveys, engineering reports and other technical information relating to the Property; and any governmental permits, approvals, and licenses (including pending applications, if any)(collectively, the “**Intangible Personal Property**”). As used in this Contract, the Property, and the Intangible Personal Property together shall be referred to herein collectively as the “**Property**”.

4. **PURCHASE PRICE; DISBURSEMENT.** Seller agrees to sell and the CTAC agrees to purchase the Property for the sum of One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000.00); subject to adjustments, credits, and prorations as set forth herein (the “**Purchase Price**”).

a. Within 5 business days of the Effective Date of this Contract, CTC will make a deposit with the Escrow Agent the sum of \$50,000, as good faith deposit for the Property (the “**Deposit**”). Upon the expiration of the Inspection Period (as defined below), the Deposit shall be (i) deemed non-refundable except in the event of an uncured Seller default of failure of a condition precedent to Closing, and (ii) applicable to and credited against the Purchase Price at the Closing, or paid to Seller as liquidated damages as hereinafter provided, all as more fully set forth within this Contract.

b. The balance of the Purchase Price, less any fee, and the Deposit by CTAC prior to closing shall be paid by CTAC at Closing.

5. **DOCUMENTS AND INFORMATION SELLER SHALL PROVIDE.** The Seller shall furnish to the CTAC, within five (5) business days of the Effective Date of this

Contract, the following documents and information relating to the Property, to the extent such items are in the possession or control of Seller:

- a. Copies of all title insurance policies, commitments, abstracts, opinions, searches and/or reports for any portion of the Property.
- b. Copies of all Environmental Reports.
- c. Copies of all surveys of any portion of the Property.
- d. Copies of all engineering reports which relate to the Property.
- e. Copies of all leases, contracts, options, easements, licenses, mortgages, financing statements, security agreements, judgments, liens, claims of lien, tax assessment records, and all similar documents, known to the Seller, which are then in effect and may reasonably affect the title to the Property or the Seller's ability to convey fee simple title to the Property.
- f. A completed Beneficial Interest and Disclosure Affidavit for the Seller as required by §§ 286.23(1), and 380.08(2), Florida Statutes, the form of which is attached hereto as **Exhibit "B"**. Pursuant to §286.23(2), Florida Statutes, the disclosure must be made under oath, subject to the penalties prescribed for perjury.
- g. The Seller's social security or Federal Tax ID number.
- h. The above-requested documents in (a)-(d) above are collectively, the "**Seller Inspection Materials**". Notwithstanding the foregoing, the term "Seller Inspection Materials" shall not include any materials that are subject to attorney-client privilege or that constitute attorney work product. During the term of this Contract, to the extent Seller comes into possession of any new Seller Inspection Materials or any Seller Inspection Materials not previously provided to the CTAC, Seller shall promptly notify the CTAC of the same and deliver such Seller Inspection Materials to the CTAC. The CTAC shall be permitted, at the CTAC's cost, to make copies of the Seller Inspection Materials, to the extent Seller is unable to transmit to the CTAC electronic copies of any of the Seller Inspection Materials. The CTAC further acknowledges and agrees that the Seller Inspection Materials will be provided to the CTAC for informational purposes only and that the CTAC shall not be entitled to rely thereon, but shall conduct its own independent inquiry and investigation with respect to the same. Except as otherwise provided in this

Contract, neither Seller nor any person representing or acting on behalf of Seller, including without limitation any of Seller’s agents or consultants, has made or shall make any representation or warranty, express or implied, written or oral, as to the reliability, accuracy or completeness of any of the Seller Inspection Materials, and none of Seller or any of its employees or agents has or shall have any liability relating to the Seller Inspection Materials or for any errors therein or omissions therefrom; provided, however, notwithstanding the same Seller hereby represents that Seller has no actual knowledge (without any obligation of investigation or inspection) that any of the Seller Inspection Materials provided or to be provided by Seller to the CTAC are inaccurate, misleading, or incomplete. If this purchase and sale transaction does not close for any reason, then the CTAC shall return to Seller all Seller Inspection Materials in the CTAC’s possession.

6. **DUE DILIGENCE INSPECTIONS.** The CTAC’s due diligence period starts on the Effective Date of this Contract and shall continue for a period of thirty (30) calendar days (the “**Inspection Period**”). During the Inspection Period, the CTAC may conduct any surveys, surface and subsurface explorations, soil tests, engineering studies, environmental site assessments (provided, however, that absent prior written consent of Seller, CTAC’s environmental and soil assessment of the Property shall be limited to a Phase I environmental assessment), and any other tests and investigations of the Property which the CTAC may elect to make to determine whether the Property is suitable, in the CTAC’s sole and reasonable discretion, for the CTAC’s intended use and development of the Property as a public facility, including administrative offices for CTAC staff; provided, however, that such Inspections shall not unreasonably disturb or interfere with the use or operations of Seller or any tenants. The CTAC may conduct any inspections during the Inspection Period which the CTAC deems necessary to determine to the CTAC’s satisfaction the Property’s engineering, architectural, environmental properties, including but not limited to building’s structural systems, mechanical systems, building envelope, and interior building components; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; compliance with all applicable building codes; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that the CTAC deems appropriate to determine the suitability of the Property for the CTAC’s intended use and development (“**Inspections**”); provided, however, that such Inspections shall not unreasonably disturb or interfere with the use or operations of Seller or any tenants.

____ Seller’s Initials

 ____ CTAC’s Initials

The CTAC will deliver written notice to Seller prior to the expiration of the Inspection Period of the CTAC’s determination of whether or not the Property is suitable in the CTAC’s sole and reasonable discretion. The CTAC’s failure to comply with this notice requirement will constitute acceptance of the Property in its present “as is” condition. Seller grants to the CTAC, its employees, agents, contractors and assigns, the right to enter the Property at any time during the Inspection Period for the purpose of conducting Inspections; provided, however, that the CTAC, its employees, agents, contractors and assigns enter the Property and conduct Inspections at their own risk; and provided further that such Inspections shall not unreasonably disturb or interfere with the use or operations of Seller or any tenants. Subject to the limitations contained in paragraph 38, the CTAC shall indemnify, defend and hold Seller harmless from and against any losses, damages, costs, claims and expenses of any nature, including attorneys’ fees at all levels, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by the CTAC and this indemnity shall survive the Closing or termination of this Contract. The CTAC will not engage in any activity that could result in a mechanic’s lien being filed against the Property without the Seller’s prior written consent. In the event this transaction does not close, (a) the CTAC will repair all damage to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (b) the CTAC will, at the CTAC’s expense, promptly transmit to the Seller all reports and other work generated as a result of the Inspections.

If the CTAC determines, in its sole discretion, that the Property is not acceptable to the CTAC, it may terminate this contract by delivering written notice to Seller before the expiration of the Inspection Period of such election. In that event the Parties agree that this Contract shall terminate automatically, the \$50,000 deposit of CTAC shall be returned and other than the costs associated with the inspections addressed in this paragraph, the Parties shall have no further duties or obligations hereunder.

7. **EVIDENCE OF TITLE AND TITLE INSURANCE.** Within twenty (20) days after the Effective Date, the CTAC, at its sole cost and expense, shall obtain the Title Commitment for an ALTA Owner’s Title Insurance Policy insuring the marketable record title of the Property from a recognized national title insurance company of CTAC’s choice doing business in the Alachua County area. The Title Commitment shall describe the Property, shall be dated later than the Effective Date of this Contract, shall be in the full amount of the Purchase Price, shall have attached legible copies of all instruments referred to therein, and shall otherwise disclose the title to the Property to be good, marketable, and

____ Seller’s Initials

 CTAC’s Initials

insurable, subject only to the exceptions set forth in **Exhibit “C”** attached hereto (“**Permitted Exceptions**”).

CTAC acknowledges that there is currently a month-to-month Tenant (known as Carr, Riggs & Ingram CPAs and Advisors), occupying the Property. The Seller has assured CTAC that this Tenant intends to vacate the Property by October 31, 2023; however, the Parties agree that the Closing will not be contingent upon this Tenant vacating the Property.

8. **SURVEY.** The CTAC may have the Property surveyed during the Inspection Period. If the Survey shows that (a) any encroachments on the Property, or that improvements, if any, on the Property encroach on other lands; (b) the Property is not contiguous to a publicly dedicated right of way; or (c) any other facts that affect the marketability of the title to the Property, then any such facts or matters so shown will constitute a Title Objection (defined below) for purposes of Paragraph 9 herein.

9. **TITLE REVIEW.**

a. The CTAC shall have until expiration of the Inspection Period (the “**Title and Survey Review Period**”) to examine the Survey and Title Commitment and any supporting title documents, and, if the Survey, Title Commitment, or supporting title documents, reveal any encroachments, overlaps, easements, restrictions, covenants, conditions, other title defects or other matters objectionable to the CTAC (hereinafter referred to as the “**Title Objections**”), to furnish Seller with a written statement of the CTAC’s Title Objections (“**The CTAC’s Title Objection Notice**”). Any matters identified in the Title Commitment or the Survey and not objected to by the CTAC as set forth above shall be deemed to be approved by the CTAC, provided, however, the CTAC’s failure to provide notice of any Mandatory Cure Items (defined below) shall not be deemed a waiver, the CTAC shall be deemed to have automatically objected to all Mandatory Cure Items, and the CTAC shall not be required to take title subject to any Mandatory Cure Items. In all events Seller shall be required to cure all Mandatory Cure Items. As used herein, the term “**Mandatory Cure Item**” or “**Mandatory Cure Items**” means (i) any mortgage, deed to secure debt, deed of trust or similar security instrument encumbering all or any part of the Property, (ii) any mechanic’s, materialman’s or similar lien (except to the extent resulting from any act or omission of the CTAC or any of its agents, contractors, representatives or employees), (iii) any judgment of record against Seller in the CTAC or other applicable jurisdiction in which the Property is located; (iv) all other liens or encumbrances evidencing monetary obligations of Seller; (v) all matters affecting title which are the result of Seller’s voluntary acts occurring after the Effective Date of this

Contract, to the extent not consented to by the CTAC in writing; and (vii) any other matters that Seller has agreed to cure or satisfy or is otherwise required to cure or satisfy pursuant to the terms of this Contract.

b. If the CTAC furnishes the CTAC’s Title Objection Notice within the permitted time, then Seller shall have until seven (7) days after Seller’s receipt of the CTAC’s Title Objection Notice (the “**Seller Title Response Period**”) in which to indicate to the CTAC which of the Title Objections raised by the CTAC that Seller will cure and those which Seller declines to cure, and if Seller does not respond in writing to the CTAC’s Title Objection Notice within the Seller Title Response Period, then Seller shall be deemed to have declined to cure all Title Objections set forth in the CTAC’s Title Objection Notice.

c. If Seller declines to cure any of the Title Objections set forth in the CTAC’s Title Objection Notice (excluding Mandatory Cure Items, which Seller shall be required to cure in all events), then the CTAC may then do one of the following as the CTAC’s sole remedy: (i) accept such Title Objections set forth in the CTAC’s Title Objection Notice that Seller has declined to cure in writing (excluding Mandatory Cure Items, which Seller shall be required to cure in all events) as a Permitted Exception, and require Seller to deliver the title to the Property at the Closing subject to such uncured Title Objections (but subject to Seller curing all Mandatory Cure Items and any Title Objections set forth in the CTAC’s Title Objection Notice that Seller has agreed to cure), with no reduction in the Purchase Price due to the same; or (ii) terminate this Contract, whereupon this Contract shall be automatically terminated, and all Parties released from further obligation hereunder except for any provision herein which expressly survives termination of this Contract. The CTAC’s decision either to accept the Title Objections set forth in the CTAC’s Title Objection Notice that Seller has declined to cure in writing as a Permitted Exception or to terminate this Contract shall be made by written notice thereof from the CTAC to Seller within the later of (A) three (3) business days after the CTAC receives written notice from Seller that Seller is declining to cure any of the Title Objections set forth in the CTAC’s Title Objection Notice (or three (3) business days after the Seller Title Response Period if Seller fails to respond), or (B) the expiration of the Inspection Period. If the CTAC has not provided Seller with written notice of termination within the period set forth herein, any uncured Title Objections that Seller has declined to cure in writing (excluding Mandatory Cure Items, which Seller shall be required to cure in all events) shall become part of the Permitted Exceptions, and any such objection with respect to the same shall be deemed to have been waived and the CTAC shall be deemed to have elected option (i) above.

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d. If Seller timely elects in writing to cure any of the Title Objections, or if Seller is deemed to have agreed to cure all or any of the Title Objections set forth in the CTAC's Title Objection Notice, then Seller shall have until the Closing Date to cure the applicable Title Objections ("**Seller's Title Cure Period**"), and the Closing Date shall be extended for a period of time, not to exceed sixty (60) calendar days, reasonably necessary to accommodate Seller's efforts to cure such applicable Title Objections. In all events, Seller shall cure all Mandatory Cure Items, and Seller shall use good faith and due diligence to cure the Title Objections it agrees to cure. If any such Title Objections, other than those that will be cured or satisfied at Closing, remain uncured by Seller at the end of Seller's Title Cure Period, then Seller shall give the CTAC written notice of Seller's failure to cure all the Title Objections and describe with specificity in that notice the Title Objections which remain uncured. The CTAC may then do one of the following: (i) accept the uncured Title Objections (excluding Mandatory Cure Items, which Seller shall be required to cure in all events) as Permitted Exceptions, and require Seller to deliver the title to the Property at the Closing subject to such uncured Title Objections with no reduction in the Purchase Price in connection with the same; or (ii) terminate this Contract, whereupon this Contract shall be automatically terminated, the Deposit returned to the CTAC and all Parties released from further obligation hereunder except for any provision herein which expressly survives termination of this Contract and any rights and remedies of the CTAC with respect to Seller defaults as set forth in this Contract. The CTAC's decision either to accept the uncured Title Objections or to terminate this Contract shall be made by written notice thereof from the CTAC to Seller within the later of (A) three (3) business days after the CTAC receives written notice from Seller of the uncured Title Objections, or (B) the Closing Date, and the Closing Date shall be extended to accommodate the CTAC's three (3) day response period described in Subparagraph (C) above, as applicable. If the CTAC has not provided Seller with written notice of termination within the period set forth herein, any uncured Title Objections (excluding Mandatory Cure Items, which Seller shall be required to cure in all events) shall be deemed to be acceptable to the CTAC and shall become part of the Permitted Exceptions, and any objection shall be deemed to have been waived and the CTAC shall be deemed to have elected option (i) above. Notwithstanding anything to the contrary set forth herein, if Seller fails to cure all Mandatory Cure Items and other Title Objections which are the result of Seller's voluntary acts occurring after the Effective Date of this Contract, Seller shall be in default hereunder and the CTAC shall have all rights and remedies available to the CTAC hereunder.

e. If, following the expiration of the Title and Survey Review Period, any new matters appear on any update to the Title Commitment or any update to the Survey that affects the Property, then the provisions of this Paragraph 9 shall apply thereto except the

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time period in which the CTAC may object shall expire five (5) days after the CTAC receives said update, and the Seller Title Response Period for the same shall expire three (3) business days thereafter. In addition, if any time periods provided for in this Paragraph 9(e) extend beyond the Closing Date, then the Closing Date shall be extended until a date which is five (5) business days after the last applicable date. Except as may otherwise be expressly permitted under this Contract, Seller shall not permit any new encumbrances on the Property after the Effective Date without the CTAC's prior written consent.

10. **ENVIRONMENTAL SITE ASSESSMENT.** The CTAC's obligation to purchase the Property is contingent on the CTAC being able to obtain an environmental site assessment of the Property during the Inspection Period, which the CTAC determines, in its sole discretion, to be satisfactory for its intended use and development of the Property. If the results of the environmental site assessment or any Environmental Reports furnished to the CTAC by a third-party consultant or the Seller reveal that any portion of the Property is contaminated or violates applicable federal, state or local laws, ordinances, codes, rules, orders or regulations relating to pollution or protection of the environment or to threatened or endangered species (collectively the "**Environmental Defects**"), the CTAC shall provide written notice to the Seller of the Environmental Defects prior to the expiration of the Inspection Period. Should the CTAC provide such notice, the Seller shall have 20 days after the date of said notice to elect, in Seller's sole discretion, whether to correct or remove the Environmental Defects. In the event that Seller elects to correct or remove the Environmental Defects within such 20-day period by written notice to CTAC, then the Closing Date shall be extended 70 days after the date of such notice (the "**Extended Closing Date**"). If the Seller is unable, after reasonable effort, to correct or remove the Environmental Defects that Seller elects to correct or remove within the 70 day time period, or if Seller elects not to correct or remove any Environmental Defects, the CTAC may either: (a) accept the Environmental Defects and close this transaction according to the terms of this Contract no later than the end of the Extended Closing Date, or (b) terminate this Contract by written notice to the Seller, as may be determined and elected by the CTAC Manager without further approval by the Board, whereupon all Parties shall be relieved of all further obligations under this Contract.

11. **CASUALTY LOSS.** In the event any portion of the improvements located on the Property is damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to closing, to an extent greater than Thousand and No/100 Dollars (\$100,000.00) in value, then the CTAC, as determined by the CTAC Executive Director, may either: (a) accept such loss and close this transaction according to the terms of this

Contract; or (b) terminate this Contract by written notice to the Seller, whereupon all Parties shall be relieved of all further obligations under this Contract. Seller represents that it has standard casualty and property damage insurance coverage sufficient to cover foreseeable damage to the property in the amount set forth above. Provided, however, if the CTAC proceeds to closing, the Seller shall be obligated to repair all damage to the improvements to the extent covered by insurance, regardless of the amount of such damage or, at the option of the CTAC, Seller shall assign all insurance or condemnation proceeds resulting from the loss or damage to the CTAC.

12. **INSPECTIONS.** The CTAC may perform visual inspections of the Property at any time prior to Closing; provided, however, that such visual inspections shall not unreasonably disturb or interfere with the use or operations of Seller or any tenants.

13. **CLOSING DATE; APPROVALS.** This transaction shall be closed at a date and time mutually agreed upon by the Parties no later than thirty (30) days after the expiration of the Inspection Period (the “**Closing Date**”), as may be extended as provided herein, at or through the offices of the Escrow Agent, unless otherwise provided for herein or agreed to by the Parties in writing. The Executive Director of CTAC has the authority to agree, on behalf of the CTAC, to terminate this Contract, or to extend the Inspection Period, Cure Period, or the Closing Date, without further approval by the CTAC Board.

14. **EXPENSES.** The Parties shall pay closing costs and expenses as follows:

SELLER:

- Documentary stamp tax on the deed of conveyance;
- Preparation of all closing documents necessary to cure title defects; which are not Permitted Exceptions (if any);
- Past due taxes (if any);
- Seller’s attorney’s fees; and
- Seller’s brokerage fees (if any)

CTAC:

- Environmental site assessment costs;
- Survey;
- Owners Title Insurance Policy for the CTAC (including all related search and abstract fees);
- Closing Agent fees (including the preparation of all closing

- documents, except those that are necessary to cure title defects and are thus Seller's responsibility);
- Recording costs; and
- CTAC's attorney's fees.

15. AD VALOREM TAXES AND ASSESSMENTS ON THE PROPERTY.

a. For the year of closing, the Seller shall be responsible for and pay at closing all unpaid ad valorem taxes and assessments on the Property relating to the period of time that Seller owned the Property, and to discharge the lien of such ad valorem taxes and assessments relating to the period of time that Seller owned the Property. The Seller may take advantage of all legal procedures for discharging such lien by paying an estimated, prorated amount into escrow with the applicable tax collector(s) as provided by Section 196.295, Florida Statutes, Rule 12D-13.016, Florida Administrative Code and other applicable provisions of law. Seller shall not be responsible for any taxes or assessments incurred after closing. CTAC as a governmental entity is immune from taxation for property it owns.

b. For all years prior to the year of closing, the Seller shall be responsible for and pay at closing all unpaid ad valorem taxes and assessments on the Property, to discharge any and all liens of such ad valorem taxes and assessments.

16. ASSESSMENTS AND FEES. The Seller shall fully pay the following at or prior to closing, to the extent relating to the period of time that Seller owned the Property: all unpaid public assessments for street, sidewalk or other improvements, if any; city or county garbage disposal fees, incineration fees, fire service fees, and the like; impact fees payable with respect to the Property; and any other fees or payments due to any governmental authority with respect to the Property.

17. CLOSING DOCUMENTS: The CTAC's Executive Director is hereby delegated the authority to execute all closing documents on behalf of the CTAC that are necessary to close this transaction, including but not limited to the HUD-1 Settlement Statement. Except as specifically provided below, the Seller shall deliver or provide the Closing Agent with information necessary to produce the following documents at or prior to closing:

a. An Affidavit of Non-Foreign Status, Notice of Non-Recognition, or Withholding Certificate to establish compliance with the Foreign Investment and Real Property Tax Act of 1980 "FIRPTA". Any such documents executed and delivered by the

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Seller must comply with the provisions of FIRPTA and any regulations or rules promulgated thereunder. If the Closing Agent or the CTAC has actual knowledge or has received notice that the information contained or representations made in such document(s) is false, or if the document(s) does not otherwise comply with FIRPTA, then the Closing Agent shall withhold 10% - 15% of the amount realized by the Seller and shall remit such amount to the IRS at closing along with the properly completed remittance form.

b. Seller shall furnish a Seller's affidavit, in form reasonably acceptable to the Closing Agent, the title insurance company, and the CTAC, sufficient to remove standard printed exceptions to title in the Owner's Title Insurance Policy regarding (i) rights or claims of Parties in possession; and (ii) mechanic's liens.

c. An affidavit affirming the Seller's representations and warranties listed in Paragraph 23.

d. IRS 1099 Form, if required.

e. Incumbency Certificate, Resolution and Affidavit, in a form acceptable to the Closing Agent, from the Seller if the Seller is not a natural person.

f. Seller shall deliver satisfaction(s), release(s) or estoppel letters from lenders and others holding mortgages or liens on the Property.

g. Seller shall deliver an assignment of all of Seller's rights, title and interest in all development rights, permits, licenses, benefits, consents, or approvals, surveys, soil tests, water, sewer, or other utility capacity verification or reservation, development plans, engineering plans or specifications, tests, reports, studies, appraisals, analyses and similar documents or information.

h. As may be required by the Title Commitment, Seller shall deliver (i) documents, instruments, or other writings executed, drafted, or issued by the City wherein the City does or otherwise confirms it release(s), quit claim(s), renounce(s), or quiet(s) any and all right, title, or interest in the Property; or (ii) such other documentation as may be reasonably needed by the Closing Agent or title insurance company to issue the Owner's Title Insurance Policy without exception for any and all right, title, or interest of the City in and to the Property.

i. Any other documents or information the Closing Agent reasonably requests or requires to complete the transaction.

18. **CONVEYANCE.** At closing, the Seller shall convey fee simple title of the Property to the CTAC by special warranty deed, free and clear of all liens and encumbrances except for the Permitted Exceptions and those matters expressly allowed for herein or otherwise agreed to by the Parties in writing. The CTAC Board authorizes the Executive Director of CTAC to accept liens and encumbrances related to the Property without requiring further approval of the CTAC Board. The deeds of conveyance shall: (1) utilize the “metes and bounds” legal descriptions of the Property; and (2) meet the standards of the Closing Agent and the CTAC as to form. Exclusive possession of the Property shall pass to the CTAC at the time of closing.

19. **TIME IS OF THE ESSENCE.** In all matters relating to this Contract, **TIME IS OF THE ESSENCE.**

20. **NO ALTERATIONS PRIOR TO CLOSING.** After the Effective Date, the Seller will not, without prior written consent from the CTAC, (i) execute or enter into any lease, contract, option, easement, license, mortgage, financing statement, security agreement, or similar document concerning or affecting the Property, or (ii) materially alter the Property; provided, however, that Seller shall be permitted to engage in routine cleaning, maintenance and repair activities without the necessity of obtaining any consent from CTAC.

21. **GENERAL CONDITIONS TO OBLIGATIONS OF THE CTAC.** The obligations of the CTAC are, at the option of the CTAC, contingent upon these conditions:

a. The representations and warranties made by Seller herein shall be correct statements of fact as said facts exist as of the Closing Date, and at all times between the Effective Date and the Closing Date.

b. All terms, covenants, agreements and provisions of this Contract to be complied with and performed by the Seller on or before the Closing Date shall have been duly complied with or performed.

22. **GENERAL CONDITIONS TO OBLIGATIONS OF THE SELLER.** The obligations of the Seller are, at the option of the Seller, contingent upon these conditions:

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a. The representations and warranties made by CTAC herein shall be correct statements of fact as said facts exist as of the Closing Date, and at all times between the Effective Date and the Closing Date.

b. All terms, covenants, agreements and provisions of this Contract to be complied with and performed by the CTAC on or before the Closing Date shall have been duly complied with or performed.

23. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SELLER.

The Seller hereby represents, warrants, and covenants to and with the CTAC as follows:

a. To the best of Seller’s knowledge and belief, except for those matters that will be discharged at closing, the Seller, and only the Seller, holds fee simple title to the Property and neither the Seller nor any other party has a common law or statutory way of necessity over or across the Property pursuant to §704.01, Florida Statutes.

b. From and after the Effective Date, Seller shall not enter into any contracts, agreements, encumbrances, liens, or other documents or instruments for or regarding the sale, transfer, disposition, assignment, conveyance, encumbrance, lien, pledge, of any Property, or any part thereof or any interest therein, or which may result in any lien or encumbrance with regard to the Property, or any part thereof, or an interest therein, without the prior written consent of the CTAC.

c. The person executing this Contract on behalf of the Seller is fully and duly authorized to do so by Seller, and any and all actions required to make this Contract and the performance thereof legally binding obligations of Seller, have been duly and legally taken. No further consent, authorization or approval of any person or entity is required for Seller to enter into or perform this transaction.

d. Seller has paid (or covenants that it will pay prior to Closing) any and all taxes (excluding taxes not yet due) which have or could become a lien or charge against the Property, subject to the proration therein provided.

e. To the best of Seller’s knowledge and belief, except for the liens, encumbrances, or charges against the Property specifically disclosed in this Contract, there are no other liens, encumbrances, unpaid bills to vendors, outstanding obligations or charges (contingent or absolute) in existence against such Seller or any businesses conducted thereon, or any existing undisclosed or unrecorded liens, encumbrances or

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charges, which could adversely affect title to the Property after the Effective Date or the Closing Date, and Seller has no knowledge of any matters pending that could result in a lien against the Property, or in any way substantially adversely affect title to the Property.

f. From and after the Effective Date, Seller will not cause, permit, suffer, or allow any change, modification or alternation to be made to the Property, or any part or portion thereof, or its physical condition without the prior written consent of CTAC; provided, however, that Seller shall be permitted to engage in routine cleaning, maintenance and repair activities without the necessity of obtaining any consent of CTAC.

g. Other than Carr, Riggs & Ingram CPAs and Advisors, there are no leases of the Property, or any portion thereof.

h. To the best of Seller's actual information and belief, during its ownership the Property has never been used for the dumping, disposal, manufacture, handling, transportation, storage, or usage of any toxic or hazardous wastes or materials, and no such toxic or hazardous waste or materials are present on, in, or under the Property. As used herein "hazardous or toxic wastes or materials" shall mean and refer to any substance or matter giving rise to liability or regulations under any federal, state, or local law, statute, regulation, rule or ordinance.

i. To the best of the Seller's actual information and belief, no party or person has ever used the Property as a dump, landfill or garbage disposal site.

j. To the best of the Seller's actual information and belief, the Property presently complies with all applicable environmental laws, rules and regulations.

k. The Seller has no actual knowledge of any previous violations of applicable environmental laws, rules and regulations regarding the Property.

l. The Seller has not received notice from any government agency that the Property violates any federal, state or local laws, ordinances, codes, rules, orders or regulations or that any remedial action is required on the Property.

m. The Seller has no actual knowledge that there are any endangered species (as defined by state or federal law) on the Property.

n. The Seller is not a “foreign person” as that term is defined in 26 U.S.C.A. §1445(f)(3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code, including but not limited to 26 U.S.C.A. §1445.

o. Upon closing, sole and exclusive possession of the Property shall transfer to the CTAC and Seller shall turn over the Property in broom clean condition, free of junk, rubbish, trash and debris.

p. To the best of Seller’s knowledge and belief, there are no actions, suits or proceedings of any kind or nature whatsoever legal or equitable, actual or threatened, affecting the Property, or any portion thereof, or relating to or arising out of the ownership of the Property, in any court or before or by any Federal, state, CTAC or municipal department, commission, board, bureau, or agency or other government instrumentality.

q. No person, firm or other legal entity other than the CTAC has any right or option whatsoever to acquire the Property or any portion thereof, or any interest therein.

r. The execution and delivery of this Contract and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute, to the best of Seller’s knowledge and belief, a violation or breach of any judgment, order, writ, injunction or decree issued against Seller.

s. Except as stated in Paragraph 5 above, no representation, warranty or covenant in this Contract, nor any document, certificate or exhibit given or delivered to CTAC pursuant to this Contract, when read singularly or together as a whole, contains any untrue statement of a material fact, or omits a material fact necessary to make the statements contained therein true in the light of the circumstances under which they were made, to the best of Seller’s knowledge.

t. Seller is not subject to any bankruptcy proceeding, assignment for benefit of creditors, receivership or similar proceedings and that the conveyance of the Property as set out herein will not result in the Seller becoming bankrupt or insolvent.

Except as otherwise expressly provided in this Contract, CTAC hereby expressly acknowledges and agrees that Seller makes no representations or warranties of any kind pertaining to any of the Property to be conveyed by Seller to CTAC, whether express or

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implied, including without limitation warranties or representations as to matters of title, use, zoning, tax consequences, physical or environmental conditions, operating history or projections, valuation, governmental approvals, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose, the manner or quality of the construction or materials of the Property, the manner, quality, state of repair or lack of repair of the Property, and the completeness or accuracy of any information or materials provided to CTAC. In the event of Closing, the Property is being sold and accepted by CTAC in “AS IS”, “WHERE IS” condition, and “WITH ALL FAULTS” except as expressly set forth in this Contract or in documents to be delivered at Closing pursuant to the terms of this Contract. Except for the warranties and representations expressly made by Seller in this Contract or in documents to be delivered at Closing pursuant to this Contract, Seller expressly disclaims any and all warranties, express or implied, relating in any way to the nature, quality, condition, use, operation or history of the Property, improvements and personal property to be conveyed by Seller to CTAC. CTAC is relying on its own investigation of the Property, and CTAC expressly represents that it has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Seller or any agent of Seller except as may be specifically set forth in this Contract.

24. REPRESENTATIONS AND WARRANTIES OF THE CTAC. CTAC hereby represents and warrants to Seller as follows:

a. The person executing this Contract on behalf of CTAC is fully and duly authorized to do so by CTAC, and any and all actions required to make this Contract and the performance thereof legally binding obligations of CTAC, have been duly and legally taken. No further consent, authorization or approval of any person or entity is required for CTAC to enter into or perform this transaction.

b. The execution and delivery of this Contract and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by CTAC of any provision of any agreement or other instrument to which CTAC is a party or to which CTAC may be subject although not a party, nor result in or constitute, to the best of CTAC’s knowledge and belief, a violation or breach of any judgment, order, writ, injunction or decree issued against CTAC.

c. No representation, warranty or covenant in this Contract, nor any document, certificate or exhibits given or delivered to Seller pursuant to this Contract, when read singularly or together as a whole, contains any untrue statement of material fact, or omits a material fact necessary to make the statement contained therein true in light of the circumstances under which they were made.

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25. **CONTINUING REPRESENTATION AND WARRANTIES.** The representations and warranties of the Parties contained herein shall be continuing up to and including the Closing Date and at all times between the Effective Date hereof and the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing, and shall survive the closing of this transaction and remain in effect and enforceable by the Parties for a period of one (1) year after the Closing Date.

26. **EMINENT DOMAIN.** The Seller has no knowledge of any threatened or pending eminent domain proceedings affecting the Property. In the event eminent domain proceedings are pending (without Seller’s knowledge) or instituted after the Effective Date, to acquire all or any part of Property, the Parties agree that:

a. The Seller shall, upon discovery, immediately notify the CTAC of such threatened or pending eminent domain proceedings and provide to the CTAC copies of all written correspondences, pleadings or other papers concerning the eminent domain proceeding as the Seller receives them.

b. The CTAC may either: (i) terminate this Contract by written notice to the Seller, whereupon the Parties shall be relieved of all further obligations under this Contract; or (ii) the CTAC may elect to keep this Contract in full force and effect and assume sole control and direction (including settlement authority) of the eminent domain proceedings. In the event of Closing pursuant to this Contract, the CTAC shall receive the eminent domain award and the Purchase Price shall remain as defined above. The Seller shall execute all assignments or documents as are reasonably necessary to accomplish the same.

27. **REAL ESTATE COMMISSIONS.** Seller and CTAC hereby acknowledge that Perry G. McDonald of Bosshardt Realty Services LLC and Daniel Drotos of Colliers International of Gainesville are the sole brokers either party has dealt with in regards to this transaction and, if CTAC acquires the Property pursuant to this Contract, that said brokers will be compensated by Seller pursuant to a separate listing agreement. Except with respect to the above-identified brokers, Seller and CTAC shall indemnify and hold harmless the other from and against any claim for any real estate sales commission, finder’s fee, consulting fee, or other compensation in connection with the sale contemplated hereby and arising out of any act or agreement of such party. The indemnity obligations set forth above in this section shall survive both the Closing of the sale contemplated hereby and any termination of this Contract.

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28. **AUTHORITY.** Each party hereby represents and warrants to the other party, which representations and warranties shall be true and shall be deemed to be restated at the closing:

a. Each party has full authority to bind itself to the obligations stated herein, including but not limited to, providing any necessary resolutions or like documents indicating consent and approval.

b. The execution and delivery of this Contract and consummation of the transaction contemplated hereby shall not (i) constitute a default under any instrument, document or obligation to which it is now, or may become a party, or by which it may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which it is a party.

29. **DEFAULT.**

a. Unless otherwise specified in this Contract, in the event any condition of this Contract is not met by Seller, CTAC has timely given any required notice regarding the condition having not been met by Seller, and the sale contemplated hereby does not close, then the Deposit will be returned in accordance with applicable Florida Laws and regulations.

b. In the event Seller breaches its covenant to convey the Property to the CTAC or otherwise fails to perform its material obligations under this Contract, CTAC may provide Seller with written notice of the same and Seller shall thereafter have five (5) business days in which to cure the same. If Seller is unable or unwilling to cure the alleged default and the purchase and sale hereunder is not closed by reason thereof, CTAC shall have the right to (i) seek specific performance of this Contract, or (ii) terminate this Contract by providing written notice of such termination to Seller, whereupon the Deposit shall be returned to CTAC, and the parties shall have no further rights, duties, liabilities or obligations hereunder, except as expressly set forth herein. To the extent any alleged default involves a default of any of Seller's material representations, covenants or obligations hereunder, then, in the event of termination of this Contract by CTAC pursuant to this Section 29(b), in addition to the return of the Deposit to CTAC, Seller shall, within ten (10) business days thereafter, pay to CTAC, as liquidated damages and not as a penalty, an amount equal to all third party out-of-pocket costs and expenses incurred by CTAC in connection with the transaction

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contemplated by this Contract in an aggregate amount not to exceed Fifteen Thousand and 00/100 Dollars (\$15,000.00).

c. In the event any material representation, covenant or obligation of CTAC hereunder should at any time prior to Closing become untrue or unsatisfied, Seller may provide CTAC with written notice of the same and CTAC shall thereafter have five (5) business days in which to cure the same (provided, however, that no such notice and cure period shall be required if the event of default is CTAC's failure to timely close). If CTAC is unable or unwilling to cure the alleged default and the purchase and sale hereunder is not closed by reason thereof, then the Deposit shall be paid to Seller as full liquidated damages for such default by CTAC. It is specifically understood and agreed that payment of the Deposit to Seller, as liquidated damages, is Seller's sole and exclusive remedy hereunder, and Seller is hereby specifically waiving and relinquishing any and all other remedies at law or in equity. The Parties acknowledge that the actual amount of the damages which Seller would sustain as a result of CTAC's breach of this Contract are difficult or impossible to estimate, that the Deposit represents the Parties' best estimate of Seller's damages in the event of such breach, that said stipulated sum is a reasonable pre-estimate of the probable loss resulting from such a breach, and that payment of the Deposit to Seller is not to be construed as a penalty or forfeiture.

d. In no event shall either party be entitled to any remedies or damages for breach of this Contract except as set forth herein. In no event shall any party be entitled to punitive or consequential damages for the breach of this Contract.

30. **FURTHER ASSURANCES.** The Parties shall execute such further documents and do any and all such further things as may be reasonably necessary to implement and carry out the intent of this Contract.

31. **NOTICES.** Any notice, demand, request, or other communication required or permitted by this Contract or by law shall be in writing and delivered by one of the following methods: (a) delivered in person with signed proof of delivery, (b) delivered by United States certified or registered mail, return receipt requested, postage prepaid, or (c) delivered by a commercial courier service (such as Federal Express) to the following addresses:

Seller:

Davis Monk & Company
Attn: Joseph W. Davis

____ Seller's Initials

 CTAC's Initials

2735 NW 22nd Drive
Gainesville, FL 32605

With a copy to:

Withers Harvey, P.A.
Attn: Richard I. Withers, Esq.
1120 NW 8th Avenue
Gainesville, Florida 32601

CTAC:

Executive Director CTAC
802 NW 5th Av.
Ste, 100
Gainesville, Florida 32601

With a copy to:

Sylvia Torres, County Attorney
Alachua County Attorney's Office
12 SE 1st Street
2nd Floor
Gainesville, Florida 32601

To change or update any of the addresses above, the notifying party shall provide notice of the change in writing to the other party using the methods set out above. Such notice shall be deemed effective as of the date of receipt of such notice by personal delivery or commercial courier service, or the date of receipt or refusal of such notice by registered or certified mail, return receipt requested.

32. **ASSIGNMENT.** This Contract may not be assigned by either party without the written consent of the other party.

33. **PERSONS BOUND.** This Contract shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, legal representatives, successors, and permitted assigns.

34. **ESCROW.** Any Escrow Agent receiving funds or equivalent is authorized and agrees by acceptance thereof to deposit promptly and to hold same in escrow and subject to clearance thereof to disburse same in accordance with the terms and conditions of this

Contract. Failure of clearance of funds shall not excuse performance by the CTAC and may be treated as a default by the CTAC at the option of the Seller. In the event of doubt as to the Escrow Agent's duties or liabilities under the provisions of this Contract, the Escrow Agent may, in agent's sole discretion, continue to hold the funds in escrow until the Parties mutually agree to the disbursement thereof, or until a judgment or a court of competent jurisdiction shall determine the rights of the Parties thereto, or Closing Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute, and upon notifying all Parties concerned of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any items theretofore delivered out of escrow. In the event of any suit between CTAC and Seller wherein the Escrow Agent is made a party by virtue of acting as an escrow agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, the agent shall be entitled to recover reasonable attorney's fees and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All Parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to CTAC or Seller of items subject to escrow, unless such misdelivery shall be due to willful breach of this Contract or gross negligence on the part of the Closing Agent.

35. **ENTIRE AGREEMENT.** This Contract contains all of the agreements, representations and warranties of the Parties hereto with respect to the Property, and supersedes all other discussions, understandings or agreements in respect to the subject matter hereof. All prior discussions, understandings and agreements are merged into this Contract, which alone fully and completely expresses the agreements and understandings of the Parties hereto. This Contract may be amended, superseded, extended or modified only by an instrument in writing referring hereto signed by all Parties.
36. **APPLICABLE LAW; VENUE.** This Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida. Sole and exclusive venue shall be in Alachua County, Florida.
37. **WAIVER OF RIGHT TO TRIAL BY JURY.** Each party waives its rights to demand trial by jury.
38. **SOVEREIGN IMMUNITY.** The CTAC fully retains all sovereign immunity protections afforded to it as an independent taxing district of the State of Florida. The CTAC waives nothing by entering into this Contract. All claims against the CTAC that are permissible

pursuant to the partial waiver of sovereign immunity set forth in §768.28, Florida Statutes, must strictly comply with the procedures found in §768.28, Florida Statutes.

39. **SEVERABILITY.** In the event any portion of this Contract is found to be unenforceable, the remainder of this Contract shall remain in full force and effect if the deletion of such portion shall neither affect the overall intent of this Contract, nor materially impair the benefits negotiated by each party hereunder.
40. **CONSTRUCTION.** The provisions of this Contract have been carefully and fully negotiated between the Parties, each of which has relatively equal bargaining power. The terms of this Contract are to be construed in accordance with their fair meaning and intent and are not to be construed against either party merely because such party or its counsel drafted this Contract. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be automatically extended to the next day which is not a Saturday, Sunday or legal holiday.
41. **NO RECORDING OF CONTRACT.** The Parties agree that neither the CTAC nor the Seller shall cause this Contract to be recorded in any public records relating to the Property.
42. **COUNTERPARTS.** This Contract may be executed by the Parties hereto individually or in combination, in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same contract. This Contract may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. Execution of this document may be by digital means and the parties shall be bound by that method.
43. **HEADINGS.** The captions and headings contained in this Contract are for reference purposes only, and shall not in any way affect the meaning or interpretation hereof.
44. **WAIVER.** No provision of this Contract or any rights hereunder may be waived unless such waiver is in writing and is signed by the party waiving such provision or right. The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Contract, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy

provided by law or in the provisions of this Contract shall not exclude other remedies unless they are expressly excluded.

[Signature pages follow]

EXECUTED this ____ day of September, 2023, by the following authorized representatives of the Seller.

SELLER:

Signed, sealed and delivered
in the presence of:

DAVIS MONK & COMPANY
a Florida general partnership

Witness No 1 Signature

By: _____
Joseph W. Davis

Witness No 1 Print Name

Its: General Partner

Witness No 2 Signature

Witness No 2 Print Name

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on September ____, 2023, by Joseph W. Davis, as General Partner of Davis, Monk & Company. Said person is [] personally known to me or [] produced _____ as identification.
(type of identification)

Notary Public – State of Florida

Print Name: _____

Commission Number: _____

Commission Expiration Date: _____

Seller's Initials

 _____
CTAC's Initials

EXECUTED this 26 day of September, 2023, by the Chair of the Children’s Trust of Alachua County, an independent taxing district of the State of Florida, acting within her signature authority as granted by the Children’s Trust of Alachua County.

CHILDREN’S TRUST OF ALACHUA COUNTY

ATTEST:

By: *Tina Certain*
Tina Certain, Chair

Ken Cornell
Ken Cornell (Sep 26, 2023 10:37 EDT)
Ken Cornell
Treasurer

Date: Sep 26, 2023

APPROVED AS TO FORM

Bob Swain
Bob Swain (Sep 25, 2023 19:18 EDT)
Counsel for the Children’s Trust

EXHIBIT LIST

- Exhibit A – Legal Description of Parcel**
- Exhibit B –Beneficial Interest and Disclosure Affidavit Form**
- Exhibit C – Permitted Exceptions**

____ Seller’s Initials

ae CTAC’s Initials

EXHIBIT A – Legal Description of Property

TAX PARCEL NUMBER 06107-005-000

A tract of land situated in Section 26, Township 9 South, Range 19 East, City of Gainesville, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at the Southwest corner of the aforementioned Section 26, Township 9 South, Range 19 East for a point of reference and run North 00°04'48" East, along the West line of said Section 26 and along the centerline of NW 43rd Street, a distance of 1410.00 feet to the intersection of said centerline with the centerline of NW 27th Lane; thence run South 89°55'12" East, along said centerline of N.W. 27th Lane, a distance of 500.00 feet; thence run South 00°04'48" West, a distance of 235.00 feet to a concrete monument and the True Point of Beginning; thence continue South 00°04'48" West, a distance of 180.00 feet to a concrete monument on the Northerly line of NW 25th Place; thence run South 64°10'09" East, along said Northerly line, a distance of 186.83 feet to a concrete monument at the beginning of a curve concave Northwesterly, said curve having a radius of 50.00 feet and a chord bearing and distance of North 57°57'20" East, 84.69 feet respectively; thence run Northeasterly with said curve through an arc angle of 115°45'03', an arc distance of 101.01 feet to a concrete monument at the end of said curve; thence run North 00°04'48" East, along the West line of NW 40th Street, a distance of 216.14 feet to a concrete monument; thence run North 89°55'12" West, a distance of 240.00 feet to the True Point of Beginning.

____ Seller's Initials

 ____ CTAC's Initials

EXHIBIT B – Beneficial Interest and Disclosure Affidavit Form

AFFIDAVIT OF DISCLOSURE OF BENEFICIAL INTEREST

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____ who was sworn and makes the following statements:

1. Affiant has personal knowledge of the facts contained herein.

2. Affiant makes this affidavit concerning the following described property (the “Property”) located in Alachua County, Florida which is being sold and conveyed to the Children’s Trust of Alachua County, Florida, an independent taxing district of the State of Florida:

See **Exhibit “A”** attached hereto.

3. The Property is owned by _____ (the “Owner”). Affiant is an Authorized Person of the Owner.

4. I make this affidavit pursuant to the entity disclosure requirements listed in §286.23, Florida Statutes concerning real property being conveyed to a public agency.

5. The following are the names and addresses of all parties having any beneficial interest in the Owner:

- a. _____, whose address is _____.
- b. _____, whose address is _____.
- c. _____, whose address is _____.
- d. _____, whose address is _____.
- e. _____, whose address is _____.
- f. _____, whose address is _____.

Further Affiant Sayeth Naught.

DATED: _____

By: _____

Printed Name: _____

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me on _____, by _____ who is personally known to me or who has produced _____ as identification.

Sign: _____

{S E A L}

Print: _____

____ Seller's Initials

 CTAC's Initials

EXHIBIT C – Permitted Exceptions

“Permitted Exceptions” shall mean: (i) zoning and other regulatory laws and ordinances affecting the Property; (ii) items created by or through CTAC, and the exceptions to title approved by CTAC during the Inspection Period; (iii) any matters of record as of the Effective Date which were not objected to by CTAC in the CTAC's Title Objection Notice; (iv) any matters of title to which CTAC objected in the CTAC’s Title Objection Notice but for which Seller has indicated (or is deemed to have indicated) that it will take no curative action; and (v) any matters which would be disclosed by an accurate survey and inspection of the Property.

____ Seller’s Initials

 ____ CTAC’s Initials

File Attachments for Item:

16. CTAC Funding Timeline & Implementation Plan



Item:

CTAC Funding Timeline & Implementation Plan

Requested Action:

Receive the information

Background:

Attached you will find the timeline and implementation plan for the board approved budget and initiatives.

Attachments:

CTAC Funding Timeline
FY 2023-2024 Implementation Plan

Programmatic Impact:

Goal 1: All children and youth are healthy and have nurturing caregivers and relationships.
Goal 2: All children and youth can learn what they need to be successful.
Goal 3: Children and youth live in a safe community.

Fiscal Impact:

FY 2023-2024 \$10,273,302

Recommendation:

Receive the information



CHILDREN'S TRUST
OF ALACHUA COUNTY

FY 2023-2024
Implementation Plan

Renewals

1. 6 & 12 month contract renewals (July to October)

- a. Budget updates to include 4% COLA increase
- b. Budget reviews by Fiscal and Program Departments
- c. Contract negotiations & executions

Children's Home Society – Wellness at Howard Bishop	6-month Contracts, ending in March
Institute for Workforce Development – Project Youth Build	6-month Contracts, ending in March
Peak Literacy Program	6-month Contracts, ending in March
Cade Museum – Operation Full STEAM	6-month Contracts, ending in March
New Technology Made Simple Now	6-month Contracts, ending in March
Peaceful Paths	6-month Contracts, ending in March
Catholic Charities – Weekend Hunger Backpack Program	6-months contracts, ending in June
UF College of Dentistry – Saving Smiles	6-months contracts, ending in June
Pace Center for Girls - Counseling for Adolescents	12-month contracts
UF Health PALS	12-month contracts
Child Advocacy Center – Reducing Trauma Therapy Program	12-months contracts
Healthy Start Newborn & Family Partner	12-month contracts
Episcopal Children's Services – Summer Bridge	Pending evaluation review
Genesis Family Enrichment – Social Emotional	Pending evaluation review

City of Gainesville – Midnight Basketball Program	Pending evaluation review
Enrichment Programming (6 providers)	12-month contracts
Dolly Parton Imagination Library	12-month contract
BLI Master Class & Accreditation	12-month contract

2. Contract negotiations for Afterschool and Mentoring (July – October)

- a. Kick-off Training for each initiative
- b. Budget reviews by Fiscal and Program Departments
- c. Contract negotiations & executions

Afterschool Contracts
Boys & Girls Clubs
Deeper Purpose Community Church
Gainesville Area Community Tennis Associations – Aces in Motion
Gainesville Circus Center
Girls Place
Kids Count in Alachua County
Willie Mae Stokes Community Center

Mentoring Contacts (Pending contract negotiations)
Big Brothers Big Sisters
Education Foundation
Community Impact Corporation
I am STEM
Made for More
Motiv8U
IGB

3. Summer Programming renewal (December – March)

- a. Summer camps & Freedom School
 - i. Last year of funding is summer 2024

4. TeensWork Alachua (October – January)

- a. Implementing Fall and Summer programming
- b. Expanding number of students
- c. Partnerships
 - i. County
 - ii. Chamber

Strategic Plan Initiatives

5. Family Resource Centers - Partnership for Strong Families (PSF) (October - February) Multi-year contract

- a. Short-term Goals
 - i. PSF Consultant Role
 - ii. Support Gainesville Centers
 - iii. Rule expansion to Micanopy
- b. Long-term Goals
 - i. Expand to other Municipalities

6. CTAC Sports Scholarships Pilot Project (January – May)

- a. Presentation to Municipalities in the Fall
 - i. League of Cities meeting
 - ii. Interlocal agreements
 - iii. Marketing campaign

7. Quality Early Care Education and School Readiness Support Funding (October -February)

- a. Partnership with ELC to support BLI graduates
- b. Funding to support ALICE families with school readiness
- c. Early learning collaborative
- d. BLI programming
- e. VPK Messaging
 - i. Enhance local messaging and promotion to increase VPK enrollment
 - ii. Funding to support ALICE families with continued care after VPK hours

8. Youth Development Capacity Building Collaborative (January – May)

- a. Center for Non-Profit Excellence
- b. Provider trainings
- c. Mini grants

New Funding Opportunities**9. Maternal & Child Health**

- a. Release RFP in Spring
- b. Funding starts October 2024 – September 2025

10. Enrichment Programming

- a. Release RFP in Spring 2024
- b. Funding starts October 2024 – September 2025

11. Summer Camps

- a. Release RFP for funding in Fall of 2024
- b. Funding start April 2025

12. Special Needs

- a. TBD
- b. Release in Spring
- c. Funding starts October 2024 – September 2025

13. Tutoring

- a. TBD
- b. Release RFP in January
- c. 18-months of funding

14. Access to Comprehensive Care

- a. TBD
- b. Released RFP in January
- c. 18-months of funding

Note: Information is subject to change based on provider availability and contract negotiations.

CTAC Funding Timeline
FY2023-2024

Item 16.

Project Tasks	FY23	Jun	Jul	Aug	Sept	FY24	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Renewals																		
6 & 12 month contract renewals																		
Contract negotiation for mentoring and afterschool																		
Summer programming renewals (Camps & Freedom School)																		
TeensWork Alachua Fall and Summer Programming																		
Strategic Plan Initiatives																		
Family Resource Center (Local & Rural Expansion)																		
CTAC Sports Scholarships (Pilot)																		
Quality Early Care Education & School Readiness Funding																		
VPK Outreach & Messaging																		
Youth Development Capacity Building Collaborative (Provider Trainings & Mini Grants)																		
New Funding Opportunities																		
Maternal & Child Health (MCH) Initiatives RFP																		
Enrichment Funding RFP																		
Summer Camp RFP																		
Special Needs Programming																		
Tutoring for K-8																		
Access to Comprehensive Care RFP																		

File Attachments for Item:

17. FY22 Employee Audit Policy Updates (Marsha Kiner and Danielle Towery)

CHILDREN'S TRUST OF ALACHUA COUNTY
RESOLUTION 2023-19
ADOPTION OF CHANGES TO THE EMPLOYEE HANDBOOK

WHEREAS, the Children's Trust of Alachua County Adopted an Employee Handbook through Resolution 2020-8; and

WHEREAS, the Children's Trust of Alachua County desires to make changes to the Employee Handbook;

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

SECTION 1: **ADOPTION** "2.65 Internal Promotions Policy" of the Children's Trust of Alachua County Employee Handbook is hereby *adopted* as follows:

ADOPTION

2.65 INTERNAL PROMOTIONS POLICY

Children's Trust of Alachua County will promote employees based on their performance and workplace conduct. Acceptable criteria for promotion are:

- Experience in the job or tenure.
- High performance level in recent review cycles.
- Skillset that matches the minimum requirements of the new role.
- Personal motivation and willingness for a change in responsibilities.

Children's Trust of Alachua County will not tolerate promotions that are based on:

- Managers' subjective opinions unsupported by performance evaluations or metrics
- Discrimination
- Fraternalization
- Favoritism
- Nepotism

Promotions may occur when:

- A job opening is advertised internally and/or externally.

- A position opens unexpectedly, and our company wants to fill it from within.
- An employee has consistently good performance evaluations and their manager deems them ready for increased responsibilities or a position of leadership.
- An employee acquires a credential (licensure, degree etc.) related to their field of work at the organization.

Managers must keep detailed records of the process to support their decisions to promote employees.

We encourage department managers to post job openings internally. Positions may be posted internally for a period of time before they post externally, or they may be posted internally and externally concurrently. Internal candidates may be given priority in the hiring process since they are already familiar with our culture and expectations.

Managers may choose to expand employees' duties, authority, and autonomy without promoting them directly. These changes may not always come with a formal title change. Employees may be awarded a higher salary or other benefits.

SECTION 2: **AMENDMENT** "2.70 Outside Employment" of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

~~2.70 OUTSIDE EMPLOYMENT~~

~~There have been times when most of us have had the opportunity or the need to have two jobs at one time. However, it is important that other employment and outside interests do not interfere in any way with your job at CTAC. If you do hold a second job, we expect that you will be careful that extra hours of work do not affect your performance here.~~

~~If your second job could create a potential conflict of interest, for example, working for a competitor, you are expected to discuss the matter with the Executive Director.~~

HISTORY

Adopted by Res. [2020-8](#) on 8/3/2020

2.70 SUPPLEMENTAL EMPLOYMENT

While employees are not restricted from engaging in other endeavors or holding other jobs, there are expectations related to any supplemental employment.

Employees who have accepted outside employment are encouraged to inform the Executive Director via the "*Notification of Outside Employment*" form.

Activities and conduct away from the job must not compete with, conflict with, or compromise the organization's interests or adversely affect job performance and the ability to fulfill all job responsibilities. Employees are prohibited from performing any services for customers on non-working time that are normally performed by our organization. This prohibition also extends to the unauthorized use of any organization tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

Employees are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. All employees will be judged by the same performance standards and will be subject to our organization's scheduling demands, regardless of any existing outside work requirements. If management determines that an employee's outside work interferes with performance, the employee may be asked to terminate the outside employment.

Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including termination.

SECTION 3: **ADOPTION** "3.09 Workweek" of the Children's Trust of Alachua County Employee Handbook is hereby *adopted* as follows:

ADOPTION

3.09 WORKWEEK

Our workweek begins at 12:00 a.m. on Monday morning and ends at 11:59 p.m. on Sunday night.

Non-exempt employees will be paid overtime for all hours worked in excess of 40 during this designated workweek period.

SECTION 4: **AMENDMENT** "3.10 Work Hours" of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

3.10 WORK HOURS

~~Our normal workweek is as follows: 8:30 a.m. to 5:00 p.m., Monday through Friday. However, due to changing production requirements, your actual work schedule may vary. Please contact your supervisor if you have any questions.~~

HISTORY

Adopted by Res. [2020-8](#) on 8/3/2020

3.10 WORK HOURS

Our normal work hours are 8:30 a.m. to 5:00 p.m. Monday through Friday. However, employees may be scheduled to work at times that vary from our operational hours due to changing production or operational requirements.

Each employee is assigned a work schedule by their supervisor. Any employee-requested deviations from the assigned work schedule must be approved, in advance, by your supervisor. Reasonable efforts will be made to accommodate employee schedules in alignment with organizational needs.

It is the policy of CTAC that non-exempt employees will work only their assigned schedule unless they are provided with specific, prior approval for a schedule change or overtime. There will be disciplinary action taken if a non-exempt employee works unapproved overtime.

Please contact your supervisor if you have any questions.

SECTION 5: **ADOPTION** "4.65 Responsibilities While on Workers' Compensation Leave" of the Children's Trust of Alachua County Employee Handbook is hereby *adopted* as follows:

ADOPTION

4.65 RESPONSIBILITIES WHILE ON WORKERS' COMPENSATION LEAVE

Employees who are unable to work due to an injury at work will continue to have certain responsibilities or obligations during the time they are restricted from working. All such responsibilities will be subject to applicable federal, state, and/or local laws.

Specifically, employees restricted from working due to an on-the-job injury will be required to:

- Comply with all requirements or requests related to the documentation of leave, including FMLA leave, if applicable.
- Comply with all requirements of CTAC's leave policy.
- Comply with all requirements related to the employee's continuation of any benefits while on leave.
- Comply with all reasonable requests for information related to the employee's status on leave.

- Comply with all medical restrictions imposed by any medical providers, including those related to any other employment the employee may have.

Employees are advised to review the specific policies related to each of the issues above that are included in the handbook (e.g., Benefits Continuation During Unpaid Leave of Absence).

Failure to follow the medical restrictions issued by an employee's medical provider(s), including actions inconsistent with such restrictions while working for an outside employer, may result in disciplinary action, up to and including termination of employment.

SECTION 6: **ADOPTION** "5.85 Job Abandonment" of the Children's Trust of Alachua County Employee Handbook is hereby *adopted* as follows:

ADOPTION

5.85 JOB ABANDONMENT

Not reporting to work and not communicating to report the absence is a no-call/no-show and is a serious matter and will result in discipline.

The Organization will consider an employee to have voluntarily resigned their position if:

- Employee fails to report to work on the expected date of return following an approved absence; or
- Employee fails to provide notice of an unexpected need for an absence and is absent for three consecutive days.

SECTION 7: **AMENDMENT** "6.10 Definition" of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

6.10 DEFINITION

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 a person of any gender to sexually harass a person of the same or any other gender. 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.

HISTORY

Adopted by Res. [2020-8](#) on 8/3/2020

C. Remote-based sexual harassment is also strictly prohibited. Examples of such behaviors include:

1. Inappropriate jokes, memes, or images shared through email or messaging, including sexually explicit content and content.
2. Sharing of or solicitation of inappropriate or explicit photographs.
3. Sending inappropriate website links or nude photographs or sexual videos.
4. Suggestive comments or solicitations through chat, private messaging, or phone.
5. Denigrating sexist comments in a video conference or one-on-one discussion, whether directed at an individual or generalized to a group.
6. Statements or questions of a sexual nature during conference calls or video meetings.
7. Unwanted flirtatiousness or romantic advances, even if not sexually explicit including commentary on a co-worker's appearance or sound during a remote meeting.
8. Subjecting viewers or listeners to sexual content during remote meetings including sharing pornographic images and/or audio, showing intimate body parts, or engaging in sexual activity, even if it is accidental.

SECTION 8: **AMENDMENT** "7.20 Accommodations Policy" of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

~~A. Breastfeeding Accommodation. We recognize the needs of new mothers and provide a reasonable unpaid break time for employees needing to express breast milk for their nursing child for up to one year from the child's date of birth. We provide private office space that will shield the employee from view and will be wholly free from coworker or public intrusion. If such need arises, simply contact your supervisor and necessary breaks and corresponding office space will be provided.~~

HISTORY

Adopted by Res. [2020-8](#) on 8/3/2020

A. Pregnancy & Breastfeeding Accommodations

CTAC greatly values pregnant employees and new parents. As such, it provides an accommodation process that is intended to be interactive and collaborative, relying on open communication and active participation between you and the Organization. The primary goal of this process is to help you to perform all of the essential functions of your current position, with or without accommodation during and after your pregnancy.

When pregnancy necessitates accommodation, the Organization will:

- Provide more frequent, longer, or flexible restroom breaks
- Modify a no food or drink policy
- Provide seating or allow for more frequent sitting if the job requires standing
- Modify lifting limits based upon the essential functions of your job

Similarly, when your role as a new parent requires the need to express breastmilk after the birth of your child, the Organization will:

- Provide reasonable break time to express breastmilk for the first year after the child's birth
- Provide access to a lactation space that is both private and lockable

These accommodations do not require written certification from a health care provider. However, if additional accommodations beyond those set forth above are required, such certification explaining the need will be required. This may include job restructuring; part-time or modified work schedules; reassignment to a vacant position; or acquiring or modifying equipment, devices, or an employee's workstation.

SECTION 9: ADOPTION "7.45 Workplace Surveillance and Monitoring" of the Children's Trust of Alachua County Employee Handbook is hereby *adopted* as follows:

ADOPTION

7.45 WORKPLACE SURVEILLANCE AND MONITORING

Children's Trust of Alachua County (CTAC) reserves the right to install security cameras in work areas for specific business reasons, such as security, theft protection or protection of proprietary information.

1. CTAC may find it necessary to monitor work areas with security cameras when there is a specific job or business-related reason to do so. The company will do so only after first ensuring that such action is in compliance with state and federal laws.
2. Employees should not have any expectation of privacy in work-related areas.
3. Employee privacy in nonwork areas will be respected to the extent possible. CTAC's reasonable suspicion of onsite drug use, physical abuse, theft, or similar circumstances would be possible exceptions. Legal advice will be sought in advance in such rare cases where nonwork-area privacy must be compromised.

CTAC also may conduct other monitoring of its physical location, computer network or systems, electronic devices, vehicles, and/or other equipment. 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 Organization and the contents of all communications are accessible by management for any business purpose. Communications sent via a personal device also may be subject to monitoring if sent through the Organization's networks and the personal device must be provided for inspection and review upon request.

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.

CTAC reserves the right to limit or prohibit employee use of electronic communications when necessary to ensure organizational production.

EMPLOYEES SHOULD NOT CONSIDER ANY MATERIALS TRANSMITTED OR STORED IN ORGANIZATION SYSTEMS TO BE PRIVATE.

Equipment, including vehicles and/or electronic devices, such as cell phones, laptops, or tablets, assigned to you temporarily or permanently is subject to monitoring, including active monitoring such as GPS location monitoring. You should have no expectation of privacy with respect to the use of such equipment. Additionally, you may be asked to surrender the equipment with no notice for a variety of reasons including routine maintenance.

Employees should contact their supervisor or Human Resources if they have questions about this policy.

SECTION 10: **AMENDMENT** "8.10 Pay Periods" of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

8.10 PAY PERIODS

~~We distribute paychecks biweekly. A payroll calendar can be found here or on our website. Any questions or concerns about your pay amount or deductions should be brought to the attention of your supervisor immediately.~~

HISTORY

Adopted by Res. [2020-8](#) on 8/3/2020

Each work week begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday. Pay periods are biweekly and we distribute paychecks biweekly.

Non-exempt employees will be paid overtime for all hours worked in excess of 40 during this designated workweek period.

A payroll calendar can be found on our website. Any questions or concerns about your pay amount or deductions should be brought to the attention of your supervisor immediately.

SECTION 11: AMENDMENT "8.50 Overtime" of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

8.50 OVERTIME

~~CTAC may periodically schedule mandatory overtime or weekend work in order to meet business or customer needs. We will attempt to give you as much advance notice as possible, and we expect that all employees who are scheduled to work overtime will be at work, unless excused by their supervisor.~~

HISTORY

Adopted by Res. [2020-8](#) on 8/3/2020

It is the policy of CTAC that non-exempt employees will work only their assigned schedule unless they are provided with specific, prior approval for a schedule change or overtime. Reading, sending, or otherwise working on emails outside of work hours by non-exempt employees constitutes work and is strictly prohibited without such prior approval. Employees are responsible for monitoring the number of hours they are working each day/week. There will be disciplinary action taken if an employee works unapproved overtime.

CTAC may periodically schedule mandatory overtime or weekend work in order to meet business or customer needs. We will attempt to give you as much advance notice as possible, and we expect that all employees who are scheduled to work overtime will be at work, unless excused by their supervisor.

SECTION 12: AMENDMENT "8.80 Benefits" of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

8.80 BENEFITS

~~A. Health, Dental, Vision, Life Insurance, Employee Assistance Program (EAP), and Peerfit. The CTAC partners with the Alachua County Board of County Commissioners~~

~~and participates in the BoCC's benefits plan. The plan includes Health, Dental, Vision, and Life Insurance, Flex Spending Accounts, an Employee Assistance Program, and Supplemental Retirement Options. The Employee Benefits Summary, including information on eligibility, can be found here.~~

~~B. Flexible Spending and Dependent Care Spending Account. The CTAC offers both a Flexible Spending Account and Dependent Care Spending Account through Health Equity.~~

~~C. Supplemental Retirement. The CTAC offers a 457 Deferred Compensation plan through ICMA.~~

HISTORY

Adopted by Res. 2020-8 on 8/3/2020

Amended by Res. 2020-17 on 10/5/2020

The employee benefits that are detailed below provide a summary reference to our current offerings. Our benefits change periodically to continue to best support our employees in a cost-effective manner. The benefits shown here should not be viewed as an employee "right" or construed in any way as an ongoing obligation of the Organization. Additionally, specific provisions of the plans are summarized in each plan's Summary Plan Description (SPD). The terms of the official plan documents shall govern over the language of any descriptions of the plans, including SPDs. Official plan documents are available for review upon request.

- A. Children's Trust partners with the Alachua County Board of County Commissioners and participates in the BoCC's benefits plan. The plan includes Health, Dental, Vision, Life Insurance, Employee Assistance Program, Peerfit and Headspace. The Employee Benefits Summary, including information on eligibility, can be found here.
- B. CTAC offers both a Flexible Spending Account and Dependent Care Spending Account through Health Equity.
- C. CTAC offers a 457 Deferred Compensation plan through Mission Square.
- D. As an employee of CTAC, you are eligible to participate in the Florida Retirement System (FRS).
- E. Supplemental benefits are available through AFLAC.
- F. Additional benefits, such as Legal Shield, ID Shield, and pet insurance, are available through Alpha Staff.

SECTION 13: **AMENDMENT** "8.90 Benefits Continuation During Unpaid Leave of Absence" of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

8.90 BENEFITS CONTINUATION DURING UNPAID LEAVE OF ABSENCE

There are specific requirements for continuation of benefits under FMLA and COBRA. Please see those policies for details about benefit continuation under those programs.

During any other unpaid leave of absence, it is the expectation that you will pay the full cost of your benefits (organization and employee share). Coverage can only be continued if you arrange in advance to pay for your benefits.

To maintain any of your benefits (health, life, etc.), you are responsible for paying the entire premium amount by the first of every month for the month of coverage. If you fail to make the payments as prescribed, coverage will be cancelled. If coverage is cancelled, your benefits will end on the last day of the month for which a premium has been paid. *As a courtesy, you will be provided a notice of intent to cancel with a 15-day grace period in which to get premiums current prior to cancellation.*

HISTORY

Adopted by Res. [2020-8](#) on 8/3/2020

SECTION 14: **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") *or any CTAC communications or purpose.*

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 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. Preservation of Organization Documents and Communications

As a general rule, communications between co-workers, and particularly supervisors and subordinates, addressing CTAC business or matters, should occur only through the use of CTAC equipment and not personal devices. This requirement helps the CTAC to retain documents and information related to its actions, prevent the loss of critical CTAC information, protect the security of such information, and prevent the occurrence of inappropriate communications.

Employees using personal devices for CTAC business or matters are responsible for ensuring such information or documentation is retained and securely transferred to the CTAC within a reasonable period of time after the events that created the documentation or communication, not to exceed a period of two weeks.

I. 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.

HISTORY

Adopted by Res. [2020-8](#) on 8/3/2020

Amended by Res. [2020-17](#) on 10/5/2020

PASSED AND ADOPTED BY THE CHILDREN'S TRUST OF ALACHUA COUNTY BOARD; this 9th day of October 2023.

	AYE	NAY	ABSENT	NOT VOTING
Tina Certain	_____	_____	_____	_____
Lee Pinkoson	_____	_____	_____	_____
Ken Cornell	_____	_____	_____	_____
Shane Andrew	_____	_____	_____	_____

Mary Chance	_____	_____	_____	_____
Hon. Denise R. Ferrero	_____	_____	_____	_____
Dr. Nancy Hardt	_____	_____	_____	_____
Dr. Maggie Labarta	_____	_____	_____	_____
Cheryl Twombly	_____	_____	_____	_____

Tina Certain, Chair
Children’s Trust of Alachua County

Marsha Kiner, Secretary
Children’s Trust of Alachua County