



CHILDREN'S TRUST REGULAR MEETING AGENDA

August 31, 2020 at 4:00 PM

Virtual Meeting (see last page for information)

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

Any member of the Trust may ask that an item be moved from the Consent Agenda to the Regular Agenda. Consent Agenda items will not be discussed unless moved to the Regular Agenda.

1. [8.3.20 Regular Meeting Minutes](#)
2. [8.17.20 Workshop Meeting Minutes](#)
3. [Joint Meeting with the Gainesville City Commission](#)
4. [Approval of the Administrative Services Agreement with ICMA Retirement Corporation](#)
5. [July 2020 Checks and Expenditures Report](#)

Executive Director Report

6. [8.31.20 Executive Director's Report](#)

Discussion Items

7. [Fiscal Year 2021 Budget](#)

Action Items

8. [Adoption of the "Final Result and Indicators Report" for the Children's Trust of Alachua County](#)
9. [Adoption of Resolution 2020-12 "Chapter 6: Procurement Policies"](#)
10. [Interlocal Agreement Between the Children's Trust of Alachua County, the Clerk of The Circuit Court of The Eighth Judicial Circuit, and the Board of County Commissioners of Alachua County, Florida.](#)

For Your Information

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

General Public Comments**Board Member Comments****Next Meeting Dates**

Regular Meeting - Monday, September 14, 2020 @ 4:00 PM (VIRTUAL MEETING)

FIRST PUBLIC HEARING FOR FY 2021 TRIM AND BUDGET BEGINS AT 5:01 PM

Regular Meeting - Monday, September 21, 2020 @ 4:00 PM (VIRTUAL MEETING)

FINAL PUBLIC HEARING FOR FY 2021 TRIM AND BUDGET BEGINS AT 5:01 PM

Adjournment

Virtual Meeting Information

- 1) Email public comments to childrenstrust@childrenstrustofalachuacounty.us by 2:00 PM on August 31, 2020.
- 2) Zoom link to register: https://us02web.zoom.us/webinar/register/WN_sVSsGbw-TgOK5T7CbjCAqA
- 3) Phone: Call (346) 248-7799; Meeting ID: 868 0243 8460
- 4) View on Facebook Live: www.facebook.com/ChildrensTrustofAlachuaCounty

File Attachments for Item:

8.3.20 Regular Meeting Minutes



DRAFT

CHILDREN'S TRUST REGULAR MEETING MINUTES

August 03, 2020 at 4:00 PM

Call to Order

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

Roll Call

PRESENT

Chair Lee Pinkoson
Vice Chair Maggie Labarta
Member Tina Certain
Member Karen Clarke
Member Karen Cole-Smith
Member Ken Cornell - arrived 4:38 pm
Member Nancy Hardt
Member Patricia Snyder
Member Cheryl Twombly
Member Susanne Wilson Bullard

Agenda Review, Revision and Approval

There were no changes to the agenda.

Consent Agenda

Motion made to approve the Consent Agenda by Member Wilson Bullard, Seconded by Member Clarke.

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

1. 06.29.2020 Approval of Regular Meeting Minutes
2. 3rd Quarter Report to the Alachua County Board of County Commissioners
3. June 2020 Checks and Expenditures Report
4. Budget Amendment – Star Center Children’s Theatre, Inc.
5. Purchase Authorization – Office Environments
6. Authorization to Execute Contracts through 9/30/2021
7. Joint Meeting Requests

Executive Director Report

ED Murphy requested an eight week extension to the six month residence requirement due to COVID-19.

Motion made by Vice Chair Labarta, Seconded by Member Certain.

Voting Yea: Chair Pinkoson, Member Clarke, Member Cole-Smith, Member Hardt, Member Snyder, Member Twombly, Member Wilson Bullard

8. 8.3.2020 Executive Director's Report

Finance Report

Jennifer Rivers, Finance and Administration Manager, discussed the monthly and quarterly financial reports.

9. 3rd Quarter Budget Review

Action Items

10. Adoption of Resolution 2020-8 Employee Handbook

Board members approved the handbook with modifications to be made to sections 2.2 and 4.4.

Motion made by Vice Chair Labarta, Seconded by Member Wilson Bullard.

Voting Yea: Chair Pinkoson, Member Certain, Member Clarke, Member Cole-Smith, Member Cornell, Member Hardt, Member Snyder, Member Twombly

11. Adoption of Resolution 2020-9 Employee Classification and Compensation Plan

Board members approved the resolution with the modification to include language noting that the Executive Director is not included on the plan as a separate contract has been agreed.

Motion made by Member Cornell, Seconded by Member Certain.

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

12. Adoption of Resolution 2020-10 Membership into the Florida Retirement System

Motion made by Member Certain, Seconded by Member Cornell.

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

General Public Comments

Deidre Houchen Rachel Eubanks Addison Staples Merrie Lynn Parker

Board Member Comments

Motion made to recommend that ED Murphy explore/research a collaboration regarding the learning pods for digital learning in Alachua County, and bring back a recommendation at the next meeting.

Motion made by Member Certain, Seconded by Member Clarke.

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

Member Cornell informed the board that Alachua County Board of County Commissioners had approved the CARES application, and that individuals, small businesses, and inter-agencies could apply for assistance. He mentioned that the Children's Trust should make contact as some funds may be available for CTAC use.

For Your Information

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

13. Star Center Children's Theatre Inc. in the News

14. ACES Articles from the Gainesville Sun (2017)

Next Meeting Date

Workshop - Monday, August 17, 2020 @ 3:00 PM (VIRTUAL MEETING)

Adjournment

Chair Pinkoson adjourned the meeting at 5:23 pm.

Attendee Report**Children's Trust of Alachua County - Board Meeting**

Start Time: 8/3/2020 4:00:00 PM - Finish Time: 8/3/2020 5:21:09 PM

Host: ChildrensTrust@childrenstrustofalachuacounty.us

Webinar ID - 891 4336 8721

Panelist Details - Attended

Bob Swain	bswain@alachuacounty.us
Maggie Labarta	Maggie.labarta@gmail.com
Cheryl Twombly	Cheryl_Twombly@myflfamilies.com
Colin Murphy	cmurphy@childrenstrustofalachuacounty.us
Jennifer Rivers	jrivers@childrenstrustofalachuacounty.us
Karen Clarke	clarkekd@gm.sbac.edu
Kenneth Cornell - arrived 16:38	kcornell@alachuacounty.us
Lee Pinkoson	lpinkoson@aol.com
Susanne Wilson Bullard	bullards@circuit8.org
Patricia Snyder	patriciasnyder@coe.ufl.edu
Nancy Hardt	nhardt@gmail.com
Karen Cole-Smith	Karen.Cole-Smith@sfcollge.edu
Tina Certain	certain@gm.sbac.edu

Attendee Details - Attended

John Alexander	alexanderjw@cityofgainesville.org
Dorothy Thomas	Dorothy.acee.thomas@gmail.com
Darbianne Shannon	shannon.darbi@gmail.com
Billy Marcantel	marcantelwp@cityofgainesville.org
Addison Staples	Addison@acesinmotion.org
Christi Arrington	christi@girlsplace.net
Arthur Stockwell	artstockwell@namigainesville.org
Herman Knopf	hknopf@ufl.edu
Jamie Edmondson	jamie@girlsplace.net
Maggie Haley	maggie.haley@ja.org
Stacy Merritt	stacy.merritt@pfsf.org
Marie Small	Mdsmall@alachuacounty.us
Rahkiah Brown	rbrown@unitedwayncfl.org
Joyce Peppel	jpsthings@aol.com
Ellie Chisholm	ifinitetruth1@aol.com
Alberto Lopez	alopez@floridamuseum.ufl.edu
S. Dickison	skddac@gmail.com
Ben Sanders	sanders32615@gmail.com
Matt Larson	mlarson@elcalachua.org
Janalyn Peppel	Programs@NewTechNow.org
Katie White	kwhite@elcalachua.org
Brittany Bryant	brittbry14@gmail.com
Laban Doyle	laband@bgcnf.org
Olivia Hollier	ohollier@acso.us
Diedre Houchen	diedre@ufl.edu
Rachel Eubanks	reubanks@elcalachua.org
Jamie Stormer	jamie_stormer@mbhci.org
Julie Moderie	jmoderie@wellflorida.org
Merrie Lynn Parker	ml.chickp@verizon.net
Angela Terrell	angetrll@aol.com
Jacki Hodges	jhodges@elcalachua.org
Stephanie Bailes	sbbailes@cademuseum.org
Jennifer Libby	JenniferL@bbbstampabay.org
Keri Neel	keri.kidscount@gmail.com
Joined by phone	13522195793
Joined by phone	19194962080
Joined by phone	13522565234

File Attachments for Item:

2. 8.17.20 Workshop Meeting Minutes

**DRAFT**

CHILDREN'S TRUST SPECIAL MEETING - WORKSHOP MINUTES

August 17, 2020 at 3:00 PM

Call to Order

Chair Lee Pinkoson called the meeting to order at 3:00 pm

Roll Call

PRESENT

Chair Lee Pinkoson
Vice Chair Maggie Labarta
Member Tina Certain
Member Karen Clarke
Member Karen Cole-Smith
Member Ken Cornell
Member Nancy Hardt - arrived 3:06 pm
Member Patricia Snyder
Member Cheryl Twombly
Member Susanne Wilson Bullard

Agenda Review, Revision and Approval

There were no changes to the agenda.

Consent Agenda

Motion made to approve the Consent Agenda by Member Cornell, Seconded by Member Snyder.

Voting Yea: Chair Pinkoson, Vice Chair Labarta, Member Certain, Member Clarke, Member Cole-Smith, Member Twombly, Member Wilson Bullard

1. Adoption of Resolution 2020-11 Membership into the Florida Retirement System

Discussion Items

2. Portfolio Review and Priorities for Future Funding

Anna Dilernia, Founder of Level Up Impact Group, LLC, led a presentation and discussion.

The workshop informed members of the activities, the age groups, and types of programs being funded. Members discussed measuring the outputs and outcomes of the programs, what is currently being measured, what gaps were found and how to improve the clarity of the metrics. This infrastructure will influence CTAC's funding process for future and current programs. Members were asked to narrow down the list of indicators to focus on for each result area in order to move towards some strategies that we can begin to fund to address areas of improvement.

Motion to direct ED Murphy to formulate recommendation based on this discussion and bring back to future meeting.

Motion made by Member Certain, Seconded by Member Cornell.

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

Action Items

3. Pritzker Children's Initiative Grant Agreement

ED Murphy reported the Children's Trust of Alachua County has received a three-year grant from the Pritzker Children's Initiative to hire a staff member to help accomplish the objectives of the grant: 1. Increase the number of families with children prenatal to age three who are connected to essential health, developmental, and social and emotional support services, and 2. Increase the number of low-income infants receiving affordable, high-quality child care.

Motion made to authorize the Executive Director to execute the grant agreement with the Pritzker Children's Initiative by Member Hardt, Seconded by Member Cornell.

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

4. Funding for "Pandemic Learning Pods"

This proposal would establish funding for "Pandemic Learning Pods" for the first 9 weeks of school and allow children who either 1) are ineligible for school readiness funding, or 2) currently on the school readiness wait list to receive full-day distance learning services.

The board moves that ED Murphy negotiate and execute the following agreements: 1) \$186,750 with the Early Learning Coalition of Alachua County, Inc. for 200 children and 2) \$29,880 with Kids Count in Alachua County, Inc. for 32 children. A modification by Member Cornell requests a mid-point review (around 4 weeks) to discuss requesting additional funding opportunities from the Alachua Board of County Commissioners.

Motion made by Member Cornell, Seconded by Member Clarke.

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

General Public Comments

Merrie Lynn Parker

Board Member Comments

Member Cornell informed the board that the option to hold virtual public meetings has been extended through the end of September 2020.

STATE OF FLORIDA OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 20-193

Next Meeting Date

Regular Meeting - Monday, August 31, @ 4:00 PM (VIRTUAL MEETING)

Adjournment

Chair Pinkoson adjourned the meeting at 6:27 pm.

DRAFT

Attendee Report**Children's Trust of Alachua County - Special Board Meeting - Workshop**

Start Time: 8/17/2020 3:00:00 PM - Finish Time: 8/17/2020 6:27:23 PM

Host: ChildrensTrust@childrenstrustofalachuacounty.us

Webinar ID - 837 1965 2626

Panelist Details - Attended

Bob Swain	bswain@alachuacounty.us
Karen Cole-Smith	Karen.Cole-Smith@sfcollge.edu
Anna Dileria	anna@levelupimpact.net
Nancy Hardt	nhardt@gmail.com
Patricia Snyder	patriciasnyder@coe.ufl.edu
Kenneth Cornell	kcornell@alachuacounty.us
Colin Murphy	cmurphy@childrenstrustofalachuacounty.us
Cheryl Twombly	Cheryl.Twombly@myflfamilies.com
Tina Certain	certain@gm.sbac.edu
Maggie Labarta	Maggie.labarta@gmail.com
Lee Pinkoson	lpinkoson@aol.com
Susanne Wilson Bullard	bullards@circuit8.org
Karen Clarke	clarkekd@gm.sbac.edu
Jennifer Rivers	jrivers@childrenstrustofalachuacounty.us

Attendee Details - Attended

Elliot Harris	elliottarris@yahoo.com
Jonathan Leslie	jleslie@projectyouthbuild.org
Merrie Lynn Parker	ml.chickp@verizon.net
Tyler Williams	twilliams@cityofalachua.org
Christine Wegner	christinewegner@ufl.edu
Janalyn Peppel	Programs@NewTechNow.org
Elaine Donoghue	edonoghue@me.com
Jamie Stormer	jamie_stormer@mbhci.org
Rachel Eubanks	reubanks@elcalachua.org
Thomas Logan	logan_t@outlook.com
Addison Staples	Addison@acesinmotion.org
Lucy Marrero	marrel@shands.ufl.edu
Nkwanda Jah	njah52@gmail.com
Jacki Hodges	jhodges@elcalachua.org
Joyce Peppel	jpsthings@aol.com
Keri Neel	keri.kidscount@gmail.com
Matt Larson	mlarson@elcalachua.org
Krystal Martz	krystal@rjax.org
Jasmyn Copeland	JasmynC@bbbstampabay.org
Patty Carroll	Patricia.Carroll@pfsf.org
Diedre Houchen	diedre@ufl.edu
Herman Knopf	hknopf@ufl.edu
Jennifer Libby	JenniferL@bbbstampabay.org
Lauren Levitt	levittlaurenn@gmail.com
Rahkiah Brown	rbrown@unitedwayncfl.org
Christi Arrington	christi@girlsplace.net
Alberto Lopez	alopez@floridamuseum.ufl.edu
Dorothy Thomas	Dorothy.acee.thomas@gmail.com
Becker Holland	BECKER.HOLLAND@PACECENTER.ORG
Marie Small	Mdsmall@alachuacounty.us
Darcie MacMahon	dmacmahon@flmnh.ufl.edu
Tracey Hickmon	Hickmonrt@cityofgainesville.org
Sheila Dickison	skddac@gmail.com
Katie White	kwhite@elcalachua.org
Sunshine Moss	sun@ufl.edu
Joined by phone	13527272449
Joined by phone	18134336740
Joined by phone	13522197447

15:15:54 From Diedre Houchen to All panelists : Can you describe the PD bucket more? What ages of children does this professional development support?

15:17:06 From Colin Murphy to Diedre Houchen and all panelists : Hi, Diedra - I'll ask this question in just a bit.

15:18:45 From Diedre Houchen to All panelists : Thanks!

15:43:47 From Jasmyrn Copeland to All panelists : Thank you, Dr. Snyder. Excellent comments!

16:02:09 From Jasmyrn Copeland to All panelists : Yes, Karen Cloe-Smith, nice feedback. And I'd like to add the specific organization should be able to provide the demographic feedback your suggesting.

16:20:11 From Lee Pinkoson to Diedre Houchen and all panelists : Diedre, when she asks for questions when she is done with this part, I will ask for questions.

16:24:08 From Children's Trust of Alachua County to Colin Murphy(Privately) : We have a Q&A

16:38:24 From Sunshine Moss to All panelists : I wonder if it would make sense to use geographic data for food insecurity? Large sections of our vulnerable communities are considered food deserts.

16:48:10 From Diedre Houchen to All panelists : Sure!

16:49:38 From Kenneth Cornell : Thanks Dr. Houchen

17:05:06 From Diedre Houchen to All panelists : Would you please post the Technical Advisory Committee report on Trust website?

17:07:53 From Patty Carroll to All panelists : Sorry all - I was watching on FB Live and didn't have the ability to respond. Am here now if you'd like me to speak to children in foster care data.

17:09:19 From Christine Wegner to All panelists : Just to support what has been previously said, I think this result in particular it will be important to come up with additional, more positive indicators to show supportive relationships down the road. "Problem free is not fully prepared," as Dr. Karen Pittman has stated.

17:32:09 From Herman Knopf to All panelists : SVI census tract

17:42:00 From Tracey Hickmon to All panelists : The lack of housing hinders victims from leaving abusive relationships which negatively impact children's outcomes.

17:46:52 From Tina Certain to All panelists : Mrs. Hickmon, I agree... is there a metric to measure housing insecurity?

18:01:41 From Merrie Lynn Parker to All panelists : Maggie and Tina is right on target. Let's not make assumptions about why kids need support and help.

18:18:16 From Diedre Houchen to All panelists : I have a comment!

18:25:53 From Diedre Houchen to All panelists : Thanks for your leadership on this, Colin!

File Attachments for Item:

3. Joint Meeting with the Gainesville City Commission

**Item:**

Joint Meeting with the Gainesville City Commission

Requested Action:

The Trust is asked to approve of scheduling a joint meeting with the Gainesville City Commission on November 4, 2020 at 4:00 pm at Gainesville City Hall, 200 E University Ave, 32601.

Background

At the Children's Trust of Alachua County's Regular Meeting on August 3, 2020, staff was directed to send a letter to the Gainesville City Commission to request a Joint Meeting between them.

Attachments

N/A

Programmatic Impact:

N/A

Fiscal Impact:

N/A

Recommendation:

Staff recommends approval

File Attachments for Item:

4. Approval of the Administrative Services Agreement with ICMA Retirement Corporation

**Item:**

Approval of the Administrative Services Agreement with ICMA Retirement Corporation

Requested Action:

The Trust is asked to approve the Administrative Services Agreement with ICMA Retirement Corporation and authorize the Executive Director to execute the agreement.

Background

This agreement will allow the CTAC to offer a 457 deferred compensation plan as part of its employee benefits program under the same terms as the BoCC, the Clerk of the Courts, and the Library District. As a result, CTAC employees will participate in a high-quality plan while taking advantage of scale in order to secure the lowest fees possible.

Attachments

Administrative Services Agreement

Programmatic Impact:

NA

Fiscal Impact:

NA

Recommendation:

Staff recommends approval

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

**Alachua County,
Alachua County Clerk of Court,
Alachua County Library District,
Children's Trust of Alachua County**

Type: **457**

Account #: **302315, 301621,
301641, 301399**

Type: **401**

Account #: **107221, 106552, 106062**

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (“Agreement”), made as of this day, (please enter date) _____, between the International City Management Association Retirement Corporation (“ICMA-RC”), a nonprofit corporation organized and existing under the laws of the State of Delaware, and **Alachua County, Alachua County Clerk of Court, Alachua County Library District, Children’s Trust of Alachua County** (each, an “Employer”), Entities organized and existing under the laws of the State of **Florida** with offices at **12 Southeast 1st Street, Gainesville, Florida 32601 (Alachua County), 201 East University Avenue, Gainesville, Florida 32601 (Alachua County Clerk of Court), 401 East University Avenue, Gainesville, Florida 32601 (Alachua County Library District) and 802 Northwest 5th Avenue, Suite 100, Gainesville, Florida 32601 (Children’s Trust of Alachua County).**

RECITALS

Employer acts as public plan sponsor of a supplemental retirement plan (“Plan”), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

ICMA-RC, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

ICMA-RC has designed, and VantageTrust offers, a series of separate funds (the “Funds”) for the investment of plan assets as referenced in VantageTrust’s principal disclosure documents, the VantageTrust Disclosure Memorandum and the Funds’ Fact Sheets (together, “VT Disclosures”); and

ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of Trust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the VT Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 11, so long as ICMA-RC continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than ICMA-RC. Employer acknowledges that ICMA-RC has agreed to the compensation to be paid to ICMA-RC under this Agreement in the expectation that ICMA-RC will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of ICMA-RC at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be allowed but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to ICMA-RC through our electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to ICMA-RC timely fund investment updates for disclosure to Plan participants. Such updates may be provided to ICMA-RC through the Employer's investment consultant or other designated representative.

5. ICMA-RC Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for ICMA-RC, or its wholly owned subsidiary, to serve in that capacity.
- (b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c)(i) ICMA-RC shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that ICMA-RC shall not be responsible for the eligible status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, ICMA-RC shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in ICMA-RC's standard plan document. ICMA-RC shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies ICMA-RC of any such local or state requirements.
- (c)(ii) ICMA-RC shall maintain and administer the Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal law;

provided, however, ICMA-RC shall not be responsible for the qualified status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of ICMA-RC's standardized plan document, ICMA-RC shall not be responsible for the qualified status of the Plan to the extent affected by the differing terms in the Employer's plan document. ICMA-RC shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies ICMA-RC of any such local or state requirements.

6. Employer Representations and Warranties

Employer represents and warrants to ICMA-RC that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that ICMA-RC provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.
- (c) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement Income Advantage Fund is an investment option for the Plan

and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the VT Disclosures and that it has read the information therein concerning the VT Retirement Income Advantage Fund.

- (d) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer acknowledges that it has received ICMA-RC's Fee Disclosure Statement, prepared in substantial conformance with ERISA regulations regarding the disclosure of fees to plan sponsors.
- (f) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

7. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

8. Compensation and Payment

- (a) **Participant Fees.** Plan participant accounts shall be assessed an asset-based fee to cover the costs of record-keeping and other services provided by ICMA-RC, and other costs associated with the Plans as directed by the Employer. The Employer shall work with ICMA-RC to determine the appropriate amount of the gross asset-based fee to be charged to participant accounts, which may be increased or decreased from time to time at the direction of the Employer. At the inception of this contract the participant fee shall be **0.15%**.
- (b) **Revenue Requirement.** ICMA-RC shall receive total annual aggregate revenue of **0.0725%** of Plan assets under ICMA-RC's administration for providing recordkeeping and other services to the Plans. Such revenue shall be deducted by ICMA-RC from amounts collected through the

application of the asset-based fee described in section 8(a) prior to allocation of any participant level asset-based fees to the Administrative Allowance Account described in section 8(c) below.

- (c) **Administrative Allowance Account.** Amounts collected through the application of the asset-based fee described in section 8(a) above in excess of the Revenue Requirement specified in subsection 8(b) above, if any, shall be held in an Administrative Allowance Account for each Plan (that is maintained as a Plan asset by ICMA-RC). Employer understands that the Plan administrative allowance is to be used only to pay for reasonable plan administrative expenses of the applicable Plan or allocated to Plan participants at the instruction of the Employer. Employer may determine that funds from the Administrative Allowance Account should directly pay the invoices of consultants to the plan. If Employer makes such a determination, Employer will direct ICMA-RC in a separate letter to send Administrative Allowance monies to such consultants.

The payment will be made only from the above-referenced Plan's Administrative Allowance Account. Should the amount in the Plan's Administrative Allowance Account be insufficient to cover the fee due, ICMA-RC will seek written instruction from the Plan or Plan Sponsor as to the amount to pay the consultant. For processing purposes, the consultant may submit an invoice to ICMA-RC for payment of the fee; provided, however, that ICMA-RC will pay the consultant only as set forth above. The consultant shall have no authority to calculate the fee amount, change the frequency of the payment, or change the payee.

Employer acknowledges and agrees that, for the purposes of these payments, ICMA-RC is acting as the agent of the Plan. Employer also acknowledges that in following our direction ICMA-RC is not exercising any discretion regarding whether the above fee payment is an appropriate or reasonable use of Plan funds. Accordingly, Employer agrees to hold ICMA-RC harmless from adverse consequences that may result from making such payments.

- (d) **Revenue Received from Investment Options.** Neither ICMA-RC nor the Employer shall retain recordkeeping revenue received directly from investment options made available under the Plan. ICMA-RC shall be compensated from fees collected from participant accounts through the application of the asset-based fee described in section 8(a) above. In the event that any Plan investment options do generate revenue from plan investments, ICMA-RC shall, as directed by the Employer, credit any and all revenue back to those participant accounts invested in the option in question.
- (e) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to the VT III**

Vantagepoint Funds and Payments from Third-Party Mutual Funds.

Employer acknowledges that, in addition to amounts payable under this Agreement, ICMA-RC receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that ICMA-RC, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with ICMA-RC, ICMA-RC or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the VT Disclosures and ICMA-RC's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.

- (f) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the VT Disclosures.
- (g) **Payment Procedures.** All payments to ICMA-RC pursuant to this Section 8 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by ICMA-RC shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 8 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 8 are contingent upon the Employer's use of ICMA-RC's EZLink system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement and the use of the Vantagepoint PLUS Fund as the sole stable value fund. The compensation in this Section 8 is also based on the assets of the Plan being invested in **R10** shares of VantageTrust.

The compensation and payment set forth in this Section 8 will be effective upon the transfer of all assets of the Plan(s) from the prior recordkeeper for the Plan(s) to ICMA-RC's administration in the approximate amount of **\$12.9 million**. Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that there is a material difference between the assets and/or participants transferred to ICMA-RC and the information provided from the Employer pursuant to the Request for Proposal.

9. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

10. Indemnification

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than ICMA-RC in connection with the administration or operation of the Plan. Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC's negligence, bad faith, or willful misconduct.

11. Term

The term of this Agreement will extend **five (5) years** from the date of completion and reconciliation of the transition of assets of the Plan from the prior record keeper to ICMA-RC. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the Vantagepoint PLUS Fund, offered by VantageTrust, as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the Vantagepoint PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the Vantagepoint PLUS Fund).

12. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.

- (b) ICMA-RC may modify this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

13. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

ICMA-RC: Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

14. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

15. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

16. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **Florida**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

REDLINE DRAFT

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

ALACHUA COUNTY

ALACHUA COUNTY CLERK OF COURT

By _____
Signature / Date

By _____
Signature / Date

By _____
Chair

By _____
Clerk

**ALACHUA COUNTY LIBRARY
DISTRICT**

**CHILDREN'S TRUST OF ALACHUA
COUNTY**

By _____
Signature / Date

By _____
Signature / Date

By _____
Shaney Livingston

By _____
Chair

**INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION**

By _____
Erica McFarquhar
Assistant Secretary

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Via **DocuSign**
- (b) Electronically to PlanAdoptionServices@icmarc.org, or
- (c) In paper form to ICMA-RC
ATTN: PLAN ADOPTION SERVICES
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A

Administrative Services

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through EZLink.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access or EZLink), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through EZLink. Participants will have access to account information through Participant Services, Voice Response System, Account Access, and TextAccess, and through quarterly statements that can be delivered electronically through Account Access or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or ICMA-RC are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to ICMA-RC's web site, to allow participants to access certain account information and initiate certain plan transactions at any time. Account access is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://accountaccess.icmarc.org>.
- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.

- (k) Making available access to ICMA-RC's plan sponsor EZLink web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. EZLink is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://ezlink.icmarc.org>.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through Account Access or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through Account Access.
- (o) Guided Pathways Advisory Services – ICMA-RC's participant advice service, "Fund Advice", and asset allocation service, "Asset Class Guidance" may be made available through a third-party vendor on the terms specified on ICMA-RC's website.
- (p) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

File Attachments for Item:

5. July 2020 Checks and Expenditures Report



Item:

July 2020 Checks and Expenditures Report

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

July 2020 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
 From Date: 07/01/2020 - To Date: 07/31/2020

Item 5.

Bank	Bank Account						
Bank of America	ZBA Accounts Payable						
Deposits:	Date	Type	Deposit Information		Description	Department	Amount
No Transactions Exist							
Checks:	Status	Check Number	Payment Date	Reconciled	Source	Payee Name	Amount
Reconciled1005707/10/202007/29/2020Accounts PayableALACHUA COUNTY PROPERTY APPRAISER29,519.00							
Reconciled1005807/10/202007/22/2020Accounts PayableBANK OF AMERICA138.95							
Reconciled1005907/10/202007/20/2020Accounts PayableBIG BROTHERS BIG SISTERS OF TAMPA BAY, INC.4,534.50							
Reconciled1006007/10/202007/23/2020Accounts PayableHEALTHY START OF NORTH CENTRAL FL12,619.27							
Reconciled1006107/24/202007/31/2020Accounts PayableBIG BROTHERS BIG SISTERS OF TAMPA BAY, INC.3,590.99							
Reconciled1006207/24/202007/30/2020Accounts PayableCHILDREN BEYOND OUR BORDERS, INC.619.51							
Reconciled1006307/24/202007/31/2020Accounts PayableDELTA TECHNOLOGIES INC6,593.27							
Reconciled1006507/24/202007/30/2020Accounts PayableGAINESVILLE REGIONAL UTILITIES644.38							
Reconciled1006707/24/202007/31/2020Accounts PayableMUNICODE1,200.00							
Reconciled1006807/24/202007/30/2020Accounts PayableNAMI GAINESVILLE, INC.3,456.25							
							\$62,916.12
EFTs:	Status	EFT Number	Payment Date	Reconciled	Source	Payee Name	Amount
No Transactions Exist							
Returned Checks:	Date	Payer	Check Number				Amount
No Transactions Exist							
Wire Transfers:	Type	Date	Vendor	Description		Internal Account	Amount
No Transactions Exist							
Adjustments:	Type	Date	Description				Amount

User: Jennifer Rivers

Pages: 1 of 2

8/19/2020 7:32:00 PM

Children's Trust of Ala Cty LIVE

Bank Account Activity Report

Item 5.

Reconciled

From Date: 07/01/2020 - To Date: 07/31/2020

Bank

Bank Account

.

No Transactions Exist

File Attachments for Item:

6. 8.31.20 Executive Director's Report



TO: MEMBERS OF THE CHILDREN'S TRUST OF ALACHUA COUNTY
FROM: COLIN MURPHY, EXECUTIVE DIRECTOR
SUBJECT: EXECUTIVE DIRECTOR'S REPORT
DATE: AUGUST 31, 2020

1. New Staff – Welcome Nicole Odom. Nicole will serve as a Fiscal Assistant. We are delighted Ashley chose to work with the Trust! Ashley's contact info is: Phone: 352-374-1824; email: nodom@childrenstrustofalachuacounty.us
2. No-cost extensions for RFP 20-937 – will be included as part of the September 14, 2020 and September 21, 2020 Public Hearings.
3. Job Postings:
 - a. Director of Program Operations
 - b. Program Manager – Pritzker Children's Initiative (Pritker Fellow)
 - c. Communications Manager
4. Pandemic Learning Pods: Application has been developed by the Early Learning Coalition of Alachua County to allocate the 200 slots for school-aged children.
5. November 4th, 2020 meeting with Gainesville City Commission. Alachua County Board of County Commissioners and the School Board of Alachua County have not been scheduled.
6. Funding Strategy: The next steps are to take the Results and Indicators agreed to by the Trust and share them with stakeholders (funders, systems leaders, providers, those who would benefit from services, other stakeholders) and to re-imagine what our community would look like if we were able to turn the curve on all of them. I intend to continue to work with Level-Up Impact and engage in a structured interview and survey process. The process will take approximately two months. Recommendations will follow and I

would expect RFPs to “hit the streets” around January. I welcome any feedback from the Trust Members.

1 Trust Members Have What They Need In Order To Govern In An Effective, Efficient, Transparent, And Fiscally Responsible Manner

1.1 The Trust meets 100% of the requirement for meeting notices, publishing agendas, minutes, and other statutorily required information

*1.1.1 Develop a separate website for CTAC **GO LIVE DATE SEPTEMBER 30,2020***

~~*1.1.2 Invest in an online meetings management platform*~~

~~*1.1.3 Invest in an online Policies and Procedures platform*~~

~~*1.1.4 Assign duties of “Clerk of the Trust” to the position of Executive Assistant*~~

1.1.5 Develop Trust policies around meeting notices, public comments, and other measures to ensure adequate opportunities for public input

1.2 100% of Trust Members understand their roles and responsibility as a Trust member

~~*1.2.1 Develop a Trust Member Orientation process*~~

~~*1.2.1.1 Create a Trust Member Notebook*~~

~~*1.2.1.2 Conduct Individual Trust Member Orientations*~~

*1.2.1.3 Executive Director and Trust Members meet one-on-one on a quarterly basis **(continuous)***

*1.2.2 Review the Bylaws at least once per year **(schedule for December)***

1.2.3 Develop policies around board governance to include: Delegation of Authority to the Executive Director; Conflict of Interest situations and resolutions;

1.3 100% of Trust Members say they understand the financial condition of the Trust

1.3.1 Work with the Finance and Administration Manager to develop quarterly report

~~*1.3.1.1 Develop quarterly reports reflecting the accounts of the organization*~~

~~1.3.1.2 Develop reports that reflect the spending pattern of Trust funded programs~~

~~1.3.2 Understand and Evaluate the relationship between the Trust and the Clerk of the Courts~~

1.3.3 Review and Revise fiscal, budgetary, and investment policies

1.3.3.1 Review and revise the Trust's fund balance policy

~~1.3.4 Contract with an independent external auditor~~

1.4 100% of Trust Members understand the rationale behind the programmatic funding decision of the Trust

1.4.1 Develop a program funding plan using the Results-Based Accountability Framework in order to address both Population Level and Program Level Accountability

~~1.4.1.1 Technical Advisory Committee makes recommendations around Community Level results and community indicators that the Trust should monitor over time~~

1.4.1.2 Conduct additional assessment to determine the "Story behind the Story" of the community indicators – **PROPOSED NEXT STEP**

1.4.1.3 Convene groups of community members, service providers, and subject matter experts to determine "What works" **PROPOSED NEXT STEP**

1.4.2 Develop a programmatic procurement process to award funding to organizations based on their ability to contribute to improving community indicators

1.4.2.1 ~~Adopt funding categories that may include: targeted (competitive) funding, renewal funding, match funding, innovation funding (small grants), and unsolicited funding~~
INCLUDED IN BUDGET AND PROCUREMENT POLICIES

1.4.2.2 Adopt policies that delineate minimum standards that organizations must meet in order to receive funding (**August 31, 2020**)

~~1.4.2.3 Adopt general procurement policies (August 31, 2020)~~

~~1.4.3—Develop a periodic program reporting structure to report on the performance measures of individual Trust funded programs~~

2 Trust has the Capacity and Infrastructure to Carry out the Policy Agenda of the Trust

2.1 The Trust has 100% of the necessary staff to operate as a best-in-class Children's Services Council

~~2.1.1—Executive Director recommends functions that are performed in-house or contracted out through interlocal agreements or private~~

~~2.1.1.1—Executive Director includes an organizational chart and cost and descriptions of interlocal agreements in the annual budget. (See chart in Board packet)~~

~~2.1.2—Executive Director recommends staff positions that support both the General Government Operations of the Trust as well as provide direct support to program activities.~~

~~2.1.3—Job Descriptions developed that accurately reflect the job duties (will be completed upon approval)~~

~~2.1.4—HR Policies developed that protect the rights of staff and support a high-performance workforce~~

~~2.1.4.1—Contract with the Krizner Group to develop an employee handbook and HR Policies to be approved by the Trust~~

2.1.4.2 Trust and Executive Director develop a policy to evaluate the performance of the Executive Director

2.1.5 Salaries and benefits packages are competitive and allow for the recruitment of high performers

~~2.1.5.1—Trust participates in the BoCC self-insurance program (in progress)—TO BE NEGOTIATED IN THE INTERLOCAL AGREEMENT~~

~~2.1.5.2—Trust participates in the Florida Retirement System~~

2.1.5.3 Procure a payroll vendor

~~2.1.5.4—Procure a supplemental retirement vendor UPON APPROVAL (8.31.2020)~~

~~2.1.5.5 Procure a supplemental life insurance vendor NEW~~

~~2.1.5.6 Procure a flexible spending benefits vendor NEW~~

~~2.1.5.7 Develop an employee classification system and pay plan~~

2.2 The Trust staff has 100% of the infrastructure to support their job functions.

2.2.1 Invest in hardware and software that enable more efficient operations

~~2.2.1.1 Laptops for all staff (in progress)~~

~~2.2.1.2 Cloud based enterprise software DISCONTINUED~~

~~2.2.1.3 1GB internet through GRUComm and participation in the BoCC network~~

~~2.2.1.4 Work spaces and policies that support social distancing and telecommuting~~

2.2.1.5 Evaluate the New World System (IN PROGRESS)

2.2.1.6 Evaluate and Procure a Management Information Systems that can support the entire grant-making cycle both programmatically and fiscally **NEXT FISCAL YEAR – INCLUDED IN BUDGET**

2.2.2 Make provisions for training and travel to support improved job performance *(in progress – see budget)*

2.3 The Trust has a location that meets 100% of its short-term and long-term needs

~~2.3.1 Lease space that meets the needs of a staff of up to 11 employees for the next 2-3 years~~

2.3.2 Secure meeting space for full trust meetings for FY21

2.3.3 **Determine whether to lease, buy, or build past Year 3 (FY24). INCLUDED IN FY 21 BUDGET**



Children's Trust of Alachua County:
2020 ELCAC Pandemic Learning Pods Funding Application

Early Learning/Child Care Provider

Please print and fill out completely.

1. Provider Information

Legal Name of Provider and d/b/a

Name: _____

P.O. Box/Mailing Address: _____

City/State/Zip: _____, FL _____ County _____

Phone #1 _____ License # _____ Licensed Ages to serve: _____

Provider email address _____ Contact Person _____

Provider Type (check all that apply): ☐ Child Care Facility ☐ Family Child Care

Home ☐ Large Family Child Care Home

2. Eligibility Criteria for each Early Learning/Child Care Provider

- ☐ Yes ☐ No Do you have a current School Readiness Contract?
- ☐ Yes ☐ No Is there access for School-Age Children to use internet or Wi-Fi services?
- ☐ Yes ☐ No Are there computers available for School-Age children to use if a device is not provided by Alachua County Public Schools?
- ☐ Yes ☐ No Is there space available to properly social distance School-Age children 6 feet apart and keep a 1:10 staffing ratio?
- ☐ Yes ☐ No Is the site/center able to provide meals and snacks to the School-Age through an approved Food Program?

If all responses are yes, provider is eligible to participate in the 2020 ELCAC Pandemic Learning Pods program, funded through the Children's Trust of Alachua County

Early Learning/Child Care Provider Attestations

I am submitting this application to qualify for and potentially receive funding from the Children's Trust of Alachua County for serving selected School-Age children participating in the 2020 ELCAC Pandemic Learning Pods Program. I also understand and agree to adhere to the" Guidance for "Child Care Programs that Remain Open" set forth by the CDC, require all staff and children wear masks, and ensure that all staff are Level II background screened. I attest to the fact that the information I have provided in this application is true and accurate and understand if my application does not meet the requirements, I will not be eligible to participate in the program. I have read over this application to ensure completeness and correctness and have made a copy of this application for my own records.

Signature of Authorized Provider Representative

Name _____

Date _____

Contact Phone _____

I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

Sections below – for ELCAC use only

3. Application Information Provided to/Processed by – completed by ELC staff

☐ Yes ☐ No Is this application form complete?

☐ Yes ☐ No Does the sponsoring provider meet the listed eligibility criteria?

If all above responses are yes, this application form can be accepted.

Name: Rachel Eubanks _____

Date: _____ Contact Phone: 352-375-4110, ext. 123 _____

Email: reubanks@elcalachua.org _____

File Attachments for Item:

7. Fiscal Year 2021 Budget

**Item:**

Fiscal Year 2021 Budget

Requested Action:

The Trust is asked to receive information and provide feedback on the updated Fiscal Year 2021 Budget

Background

In preparation for the September 14th and September 21st public hearings, the Trust is asked to review and give feedback on the FY 2021 Budget.

The most significant change to the budget is the establishment of both a Special Revenue Fund and a Capital Outlay Fund. The Special Revenue Fund is designed for the fiscal management of the CTAC's grant funding. The Capital Outlay Fund is designed for the planning and expenditure of capital funds, including a management information system for programmatic data collection and reporting as well as future facility needs.

A summary of the proposed revenue and expenditure changes from the Tentative Budget adopted on June 29th are as follows:

ESTIMATED REVENUES	CHANGE	REASON
Ad Valorem Taxes (95% of .5000 mills, or \$8,149,722)	\$104,236	Increase in property Values
Intergovernmental Revenues	(\$2,000)	Reduced Medicaid Reimbursement Estimate
Contributions from Private Sources	\$83,333	Pritzker Children's Initiative
TOTAL REVENUES		
Use of Fund Balance	\$297,769	Used to fund a capital outlay fund and Pritzker Children's Initiative
Transfers In	\$338,667	Used fund balance and general revenues to fund Special Revenue match

		and a Capital Outlay Fund
TOTAL ESTIMATED USE OF REVENUES AND FUND BALANCE	\$822,005	
EXPENDITURES		
General Government		
Personal Services	\$87,120	Salary study
Operational Expenses	(\$7,680)	Reduced estimated insurance costs
Human Services		
Personal Services	\$122,511	Pritzker Program Manager and Salary Study
Operational Expenses	\$27,500	Pritzker Children's Initiative
Transfers Out	\$338,667	Transfers from the General Fund to Capital Outlay and Pritzker Children's Initiative
Other Uses - Reserves	\$253,887	Increased reserved from additional tax revenue and Capital Outlay Fund
TOTAL APPROPRIATED EXPENDITURES AND RESERVES	\$822,005	

Attachments

FY 21 Budget by Fund, Function, and Object
DR-420

Programmatic Impact:

NA

Fiscal Impact:

NA

Recommendation:

Staff recommends that CTAC receive the information and provide feedback

**FY 2021 Tentative Budget
By Function and By Object**

ESTIMATED REVENUES	General Fund	Special Revenue	Capital Outlay	TOTAL REVENUES
Ad Valorem Taxes (95% of .5000 mills, or \$8,040,000)	\$ 7,742,236			\$7,742,236
Intergovernmental Revenues	\$ 8,000			\$8,000
Interest Income	\$ 16,500			\$16,500
Contributions from Private Sources	\$ -	\$83,333		\$83,333
TOTAL REVENUES	\$7,766,736	\$83,333	\$0	\$7,850,069
Beginning Fund Balance	\$4,500,000		\$0	\$4,500,000
Use of Fund Balance	(\$2,761,615)		\$0	(\$2,761,615)
Transfers In	\$0	\$38,667	\$300,000	\$338,667
Total Estimated Revenues and Use of Fund Balance	\$9,505,121	\$122,000	\$300,000	\$9,927,121

EXPENDITURES	General Fund	Special Revenue	Capital Outlay	TOTAL EXPENDITURES
General Government				\$1,142,790
Personal Services	\$567,945			
Operational Expenses	\$574,845			
Human Services				\$7,808,552
Personal Services	\$395,886	\$94,500		
Operational Expenses	\$100,000	\$27,500	\$50,000	
Grants and Aids	\$7,140,666			
Transfers Out	\$338,667			\$338,667
Other Uses - Reserves	\$387,112		\$250,000	\$637,112
TOTAL APPROPRIATED EXPENDITURES AND RESERVES	\$9,505,121	\$122,000	\$300,000	\$9,927,121

FY 2021
001-GENERAL FUND

ESTIMATED REVENUES	ADJUSTED
Ad Valorem Taxes (95% of .5000 mills, or \$8,149,722)	\$ 7,742,236
Intergovernmental Revenues	\$ 8,000
Interest Income	\$ 16,500
Contributions from Private Sources	
TOTAL REVENUES	\$ 7,766,736
Beginning Fund Balance	\$ 4,500,000
Use of Fund Balance	\$ (2,761,615)
Transfers In	\$ -
Total Estimated Revenues and Use of Fund Balance	\$ 9,505,121

EXPENDITURES**General Government**

<u>Legislative</u>		\$30,000
Operating Supplies	\$5,000	
Books, Publications, Subscriptions, Memberships	\$15,000	
Accounting and Auditing	\$10,000	
<u>Executive</u>		\$463,520
Executive Salaries and Wages	\$148,500	
Regular Salaries and Wages	\$251,100	
Travel and Per Diem	\$5,000	
Rentals and Leases	\$32,000	
Other Services	\$2,600	
Communication Services	\$18,720	
Utility Services	\$3,600	
Maintenance and Repairs	\$2,000	
<u>Finance and Administration</u>		\$627,270
Regular Salaries and Wages	\$168,345	
Professional Services	\$109,000	
Other Charges and Obligations (Tax Collector and Property Appraiser)	\$285,175	
Office Supplies	\$10,000	
Operating Supplies	\$44,750	
Insurance	\$10,000	
<u>Legal</u>		\$22,000
Professional Services	\$22,000	
Total General Government		\$ 1,142,790

Human Services

Regular Salaries and Wages		\$395,886
Professional Services		\$100,000
Grants and Aids		\$7,140,666
Renewals from CSAB Year 3 (See Schedule A)	\$1,193,864	
Carryover from RFP 20-937 (See Schedule A)	\$1,556,212	
Targeted Program Allocations	\$3,790,590	
Match Funding	\$200,000	
Capacity Building	\$300,000	
Innovation Funding	\$100,000	
Transfers Out		\$338,667
Reserves for Contingency		\$387,112
Total Human Services		\$8,362,331

Total Appropriated Expenditures and Reserves	\$ 9,505,121
-----------------------------------------------------	---------------------

FY 2021
101-SPECIAL REVENUE FUND

ESTIMATED REVENUES	ADJUSTED
Ad Valorem Taxes (95% of .5000 mills, or \$8,149,722)	\$ -
Intergovernmental Revenues	\$ -
Interest Income	\$ -
Contributions from Private Sources	\$ 83,333
TOTAL REVENUES	\$ 83,333
Beginning Fund Balance	\$ -
Use of Fund Balance	\$ -
Transfers In	\$ 38,667
Total Estimated Revenues and Use of Fund Balance	\$ 122,000

EXPENDITURES

Human Services	
Regular Salaries and Wages	\$94,500
Professional Services	\$20,000
Travel and Per Diem	\$5,000
Communications	\$1,500
Office Supplies	\$1,000
Total Human Services	\$ 122,000
Total Appropriated Expenditures and Reserves	\$ 122,000

FY 2021
301-CAPITAL OUTLAY FUND

ESTIMATED REVENUES	ADJUSTED
Ad Valorem Taxes (95% of .5000 mills, or \$8,149,722)	\$ -
Intergovernmental Revenues	\$ -
Interest Income	\$ -
Contributions from Private Sources	\$ -
TOTAL REVENUES	\$ -
Beginning Fund Balance	\$ -
Use of Fund Balance	\$ -
Transfers In	\$ 300,000
Total Estimated Revenues and Use of Fund Balance	\$ 300,000

EXPENDITURES

Human Services	
Operating Supplies (SAMIS)	\$50,000
Other Uses - Reserves for Capital	\$250,000
Total Human Services	\$300,000
Total Appropriated Expenditures and Reserves	\$ 300,000



CERTIFICATION OF TAXABLE VALUE

Reset Form

Print Form

Item 7.

Rule 12D-16.002
Florida Administrative Code
Effective 11/12


Year : 2020	County : Alachua
Principal Authority : CHILDREN'S TRUST of ALACHUA COUNTY	Taxing Authority : CHILDREN'S TRUST of ALACHUA COUNTY

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	14,954,366,312	(1)
2.	Current year taxable value of personal property for operating purposes	\$	1,316,892,672	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	28,185,901	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	16,299,444,885	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	272,460,733	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	16,026,984,152	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	15,299,003,142	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Number 0	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Number 0	(9)
SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 6/26/2020 2:25 PM		

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	0.5000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	7,649,502	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	7,649,502	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	16,026,984,152	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	0.4773	per \$1000	(16)
17.	Current year proposed operating millage rate	0.5000	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	8,149,722	(18)

19.	TYPE of principal authority (check one)		<input type="checkbox"/> County	<input checked="" type="checkbox"/> Independent Special District	(19)
			<input type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)		<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
			<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs				STOP HERE - SIGN AND SUBMIT	
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>			\$ 7,649,502	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>			0.4773 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>			\$ 7,779,725	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>			\$ 8,149,722	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>			0.5000 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>			4.76 %	(27)
First public budget hearing		Date : 9/14/2020	Time : 5:01 PM EST	Place : District Administrative Offices, 602 E. University Ave, Gainesville, FL 32601 (or Virtual)	
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer : Electronically Certified by Taxing Authority			Date : 7/30/2020 1:10 PM	
	Title : Colin Murphy, Executive Director		Contact Name and Contact Title : Colin Murphy, Executive Director		
	Mailing Address : P.O. Box 5669		Physical Address : 802 NW 5th Ave; Suite 100		
	City, State, Zip : Gainesville, Florida 32601		Phone Number : 352-374-1830		Fax Number : 352-374-1831

File Attachments for Item:

8. Adoption of the “Final Result and Indicators Report” for the Children’s Trust of Alachua County



Item:

Adoption of the “Final Result and Indicators Report” for the Children’s Trust of Alachua County

Requested Action:

The Trust is asked to adopt the Final Report

Background

At the 8.17.20 workshop, the Trust received a “Results and Indicators” report Anna Dilernia of Level Up impact. At the request of Trust members, several changes were requested. A summary of the changes are as follows:

- Across all indicators, segmented by race when possible
- Replaced infant mortality with low birth weight indicator (slide 3)
- Incorporated data from 0-19 for Non-fatal hospitalizations rates for self-harm and 3year average (slide 4)
- Child Food Insecurity added Summer Break Stop meal gap map (slide 7 and 8)
- Added 8th-grade reading levels indicator (slide 12)
- A child subject to maltreatment- left the same for now, would need feedback to make appropriate changes
- DJJ data for race disparities for youth arrests (slide 17)
- Updated children in foster care indicator from 5 to 11 to children age 0-17 in out of home care and by race (slide 18)
- Social Vulnerability Index data added for county-level (slide 20 and 21)

This report will be shared with stakeholders as the Executive Director develops the funding plan.

Attachments

Results and Indicators Report

Programmatic Impact:

NA

Fiscal Impact:

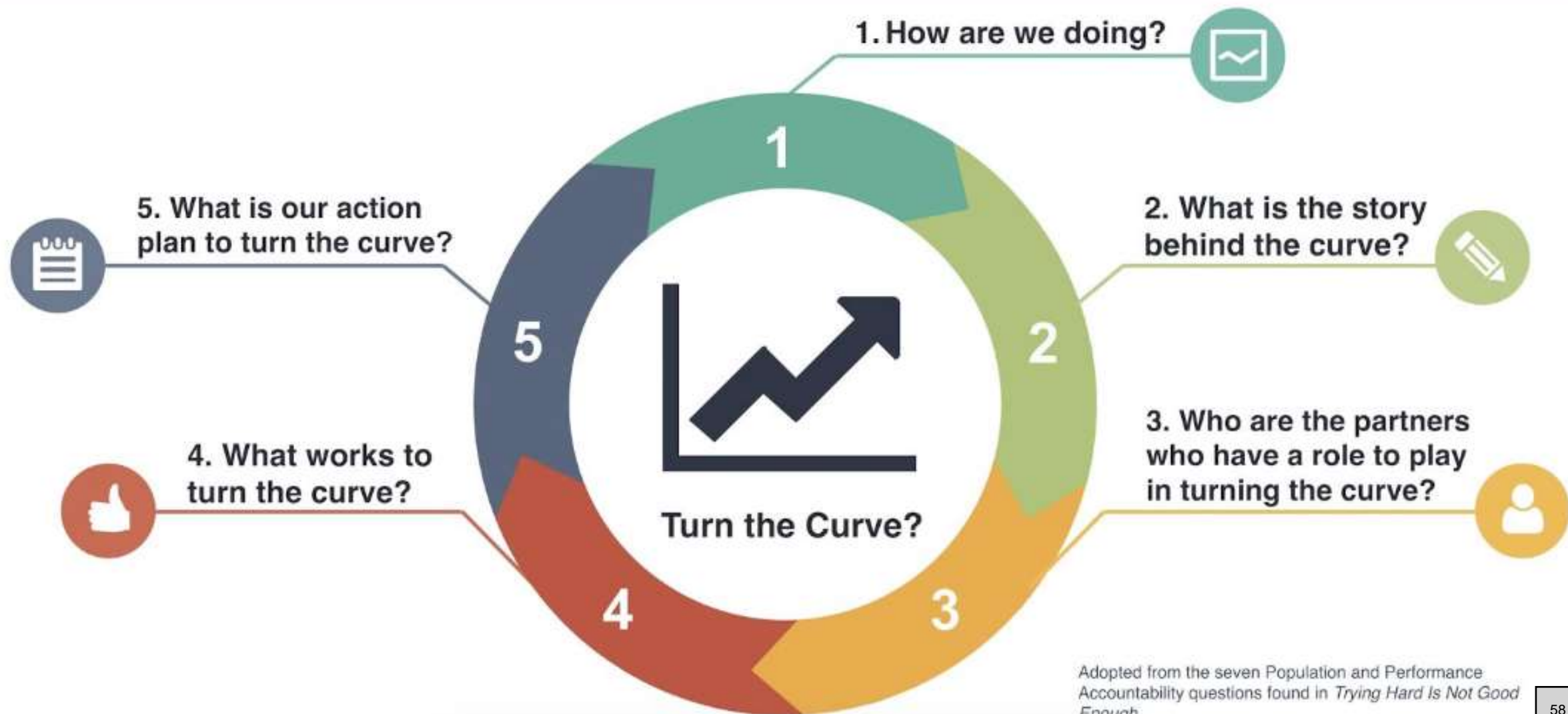
NA

Recommendation:

Staff recommends approval

Turn the Curve Thinking

Item 8.



Adopted from the seven Population and Performance Accountability questions found in *Trying Hard Is Not Good Enough*.

1) RESULT: All children are born healthy and remain healthy

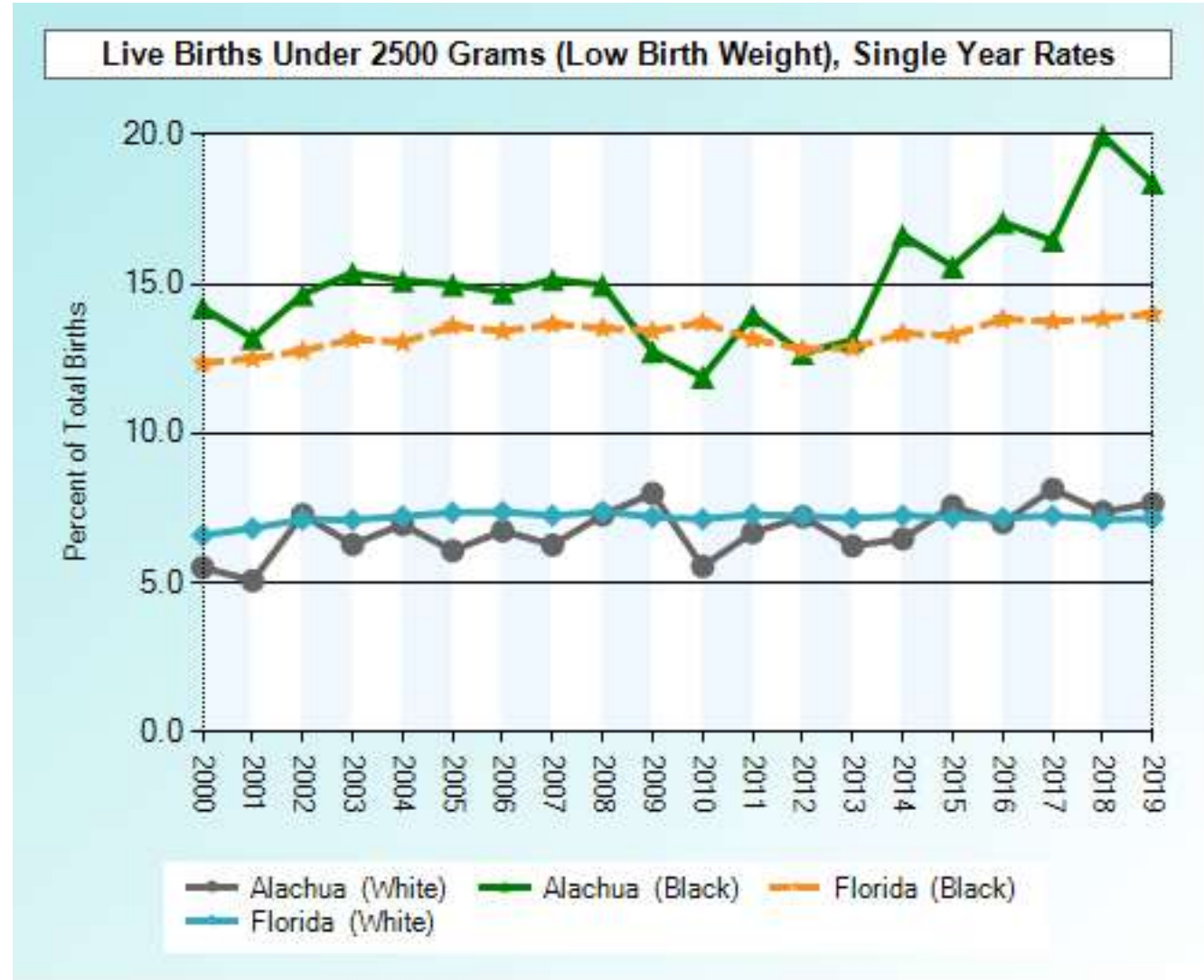
Recommended Turn the Curve Indicators

Item 8.

Indicator	Rationale	Data Source	Most Recent Value Overall/By Race
Low Birth Weight - Live Births Under 2500 Grams	Proxy for health care access and health equity	FL Health Charts	11% of all births/ 18.4% of black births
Hospitalizations for self-inflicted injuries ages 12-18	Proxy for mental health access and services	FL Health Charts	151 per 100,000/ Unavailable by race
Bacterial STDs 14-19	Proxy for youth development access and health	FL Health Charts	1,352 (All youth)/ 2,933 (Black youth) per 100,000
Child Food Insecurity rate	Proxy for family stabilization	FL Health Charts and Summer Break Stop (map)	20% of children/ Unavailable by race

1) RESULT: All children are born healthy and remain healthy

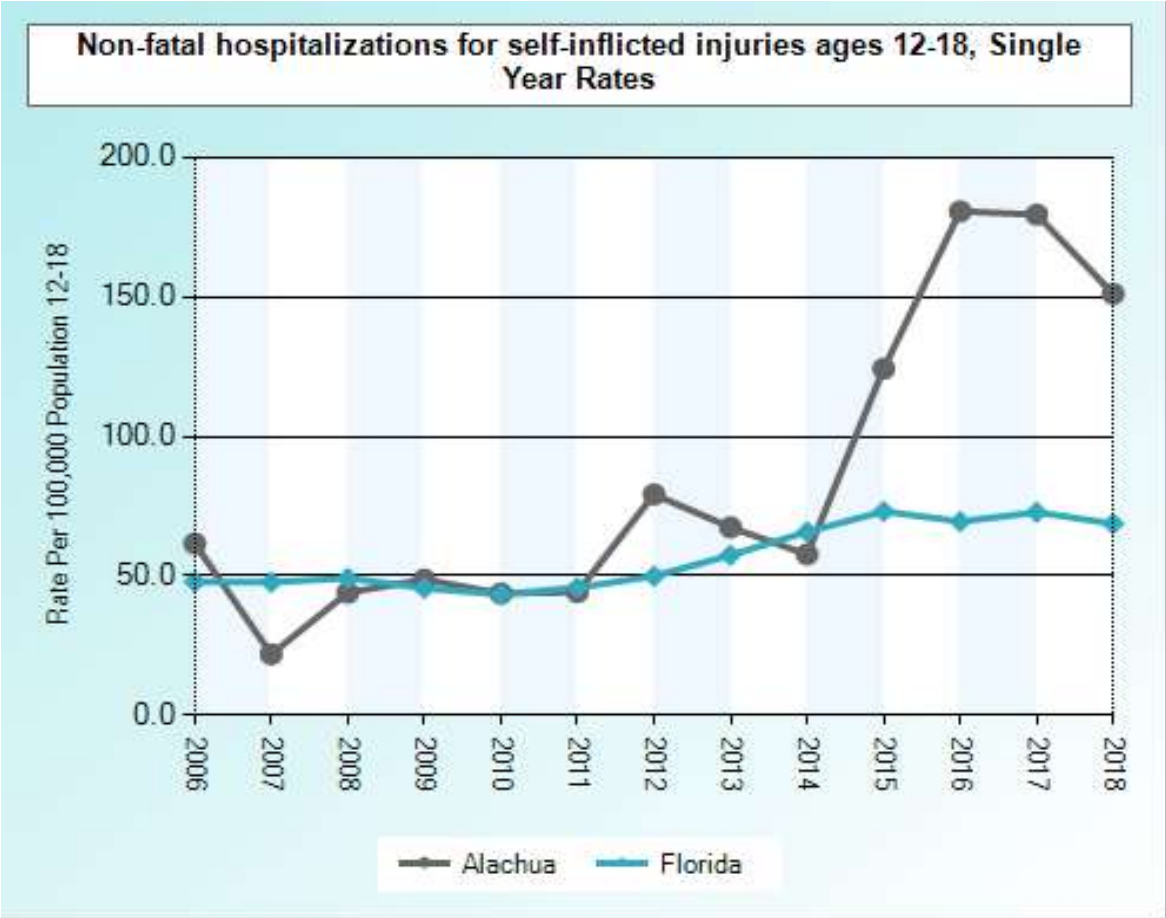
Alachua County rates for low birth weight are considered in the 4th quartile (worse off) in the State of Florida. 11% of all births are considered low birth weight and **18% of all black births** were low birth weight



1) RESULT:
All children
are born
healthy and
remain
healthy

Alachua County rates for non-fatal hospitalizations due to self-inflicted injuries for youth ages 12 to 18 are considered in the 4th quartile (worse off) in the State of Florida. Based on 3-year average, Ages 15-18 are the most common for self-harm to occur

Item 8.



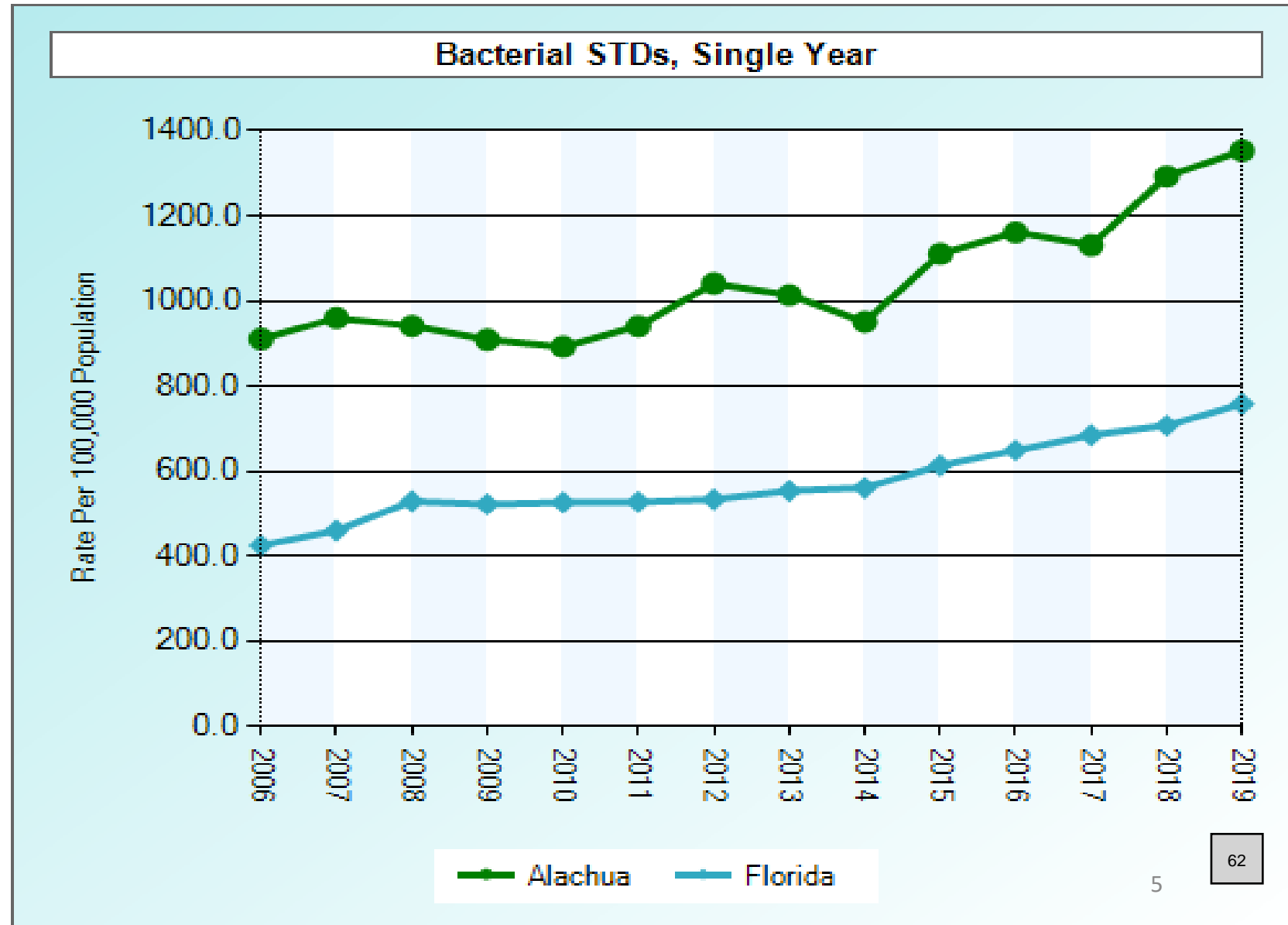
Non-Fatal Injury Hospitalizations By Intent - Alachua County, Florida 2016-18	Age <1	Age 1-4	Age 5-9	Age 10-14	Age 15-19
Self-Harm	<5	<5	<5	36	90

1) RESULT: All children are born healthy and remain healthy

Source: FL Health Charts

Alachua County bacterial STDs rates for youth ages 15 to 19 are increasing and considered in the 4th quartile (worse off) in the State of Florida

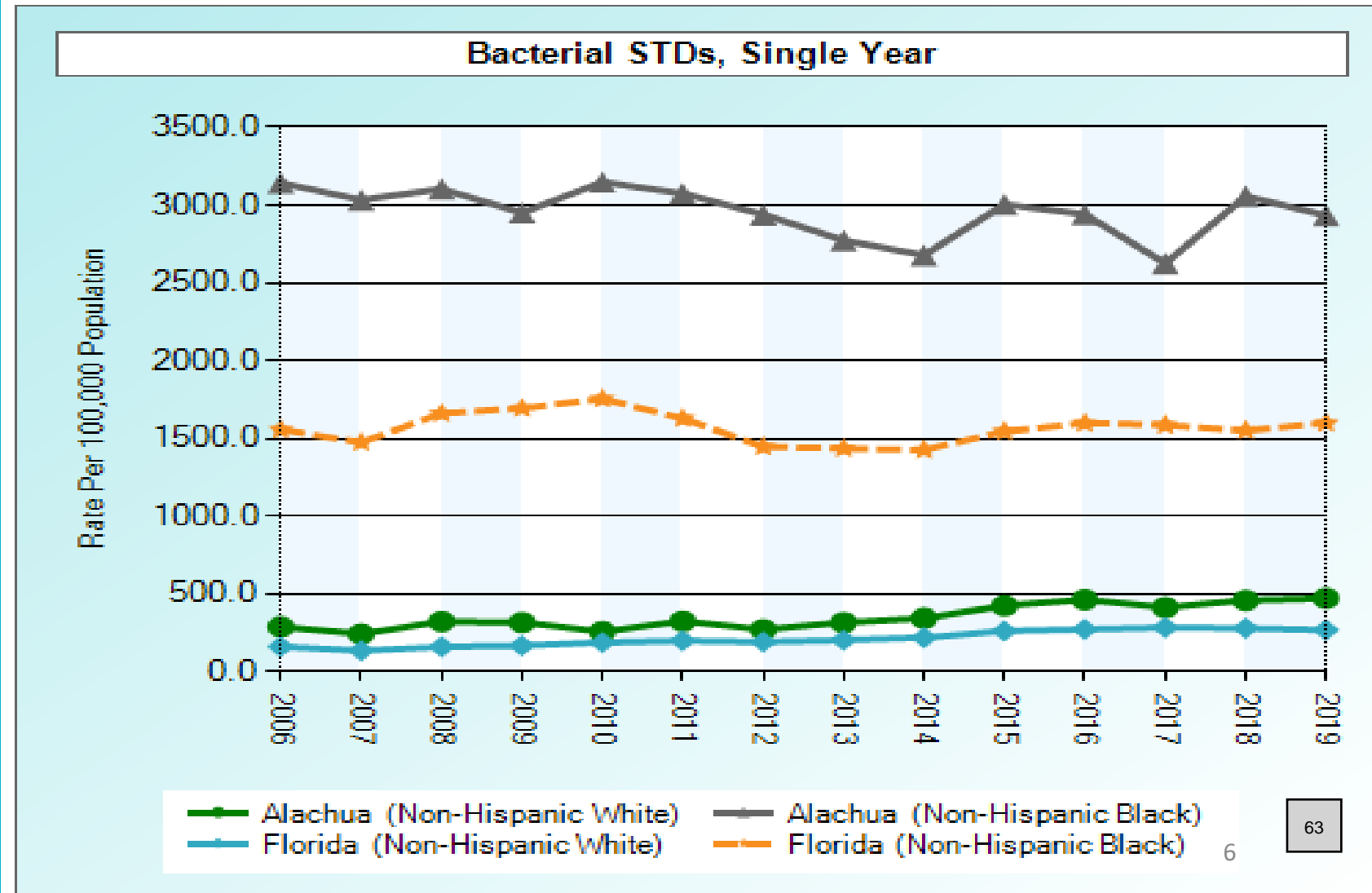
Item 8.



1) RESULT:
All children
are born
healthy and
remain
healthy

Alachua County bacterial STDs rates for youth ages 15 to 19 are particularly high for Black, Non-Hispanic teens

Item 8.

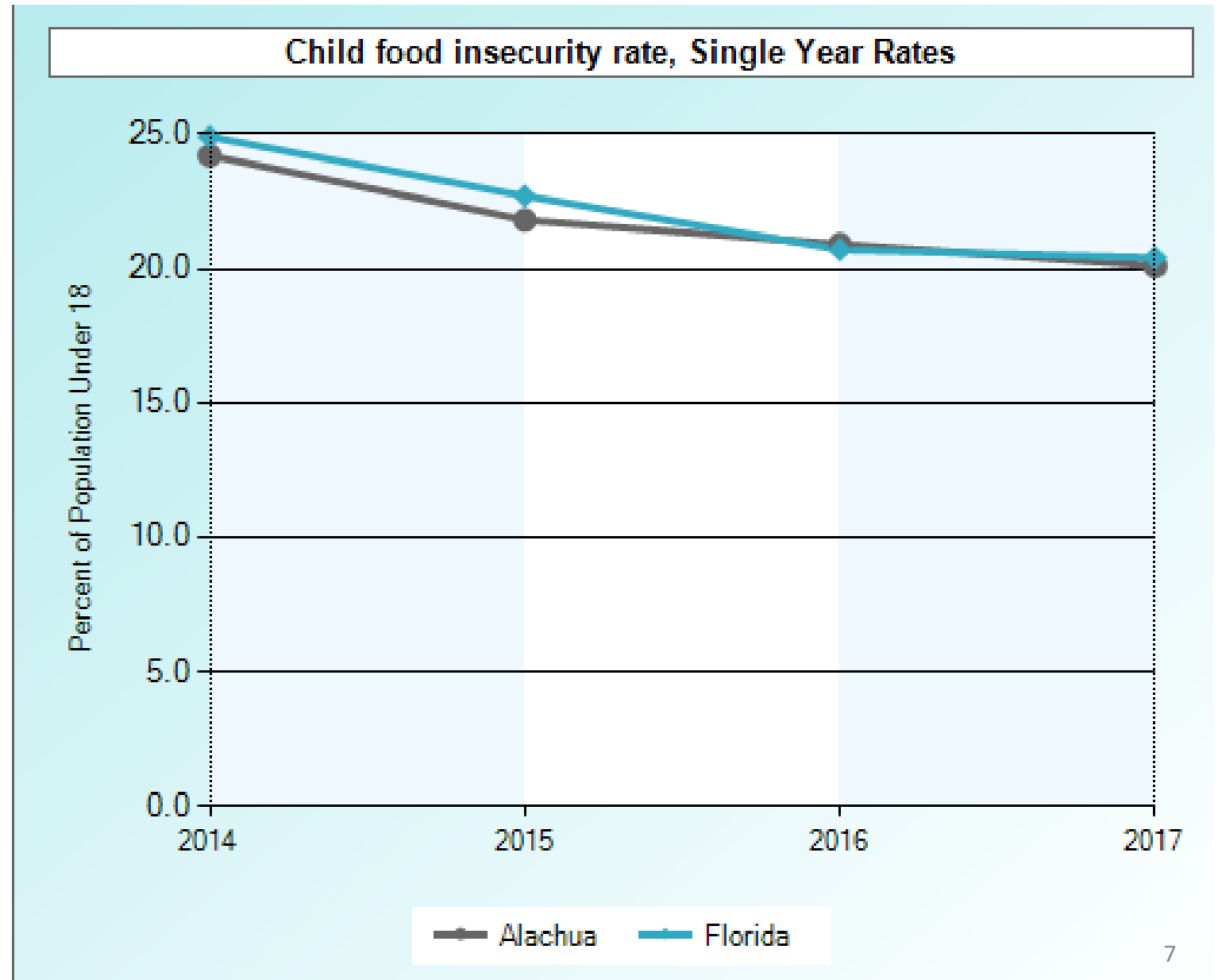


1) RESULT:
All children
are born
healthy and
remain
healthy

Source: FL Health Charts

1 in 5 children are food insecure in Alachua County and the State
Florida

Item 8.

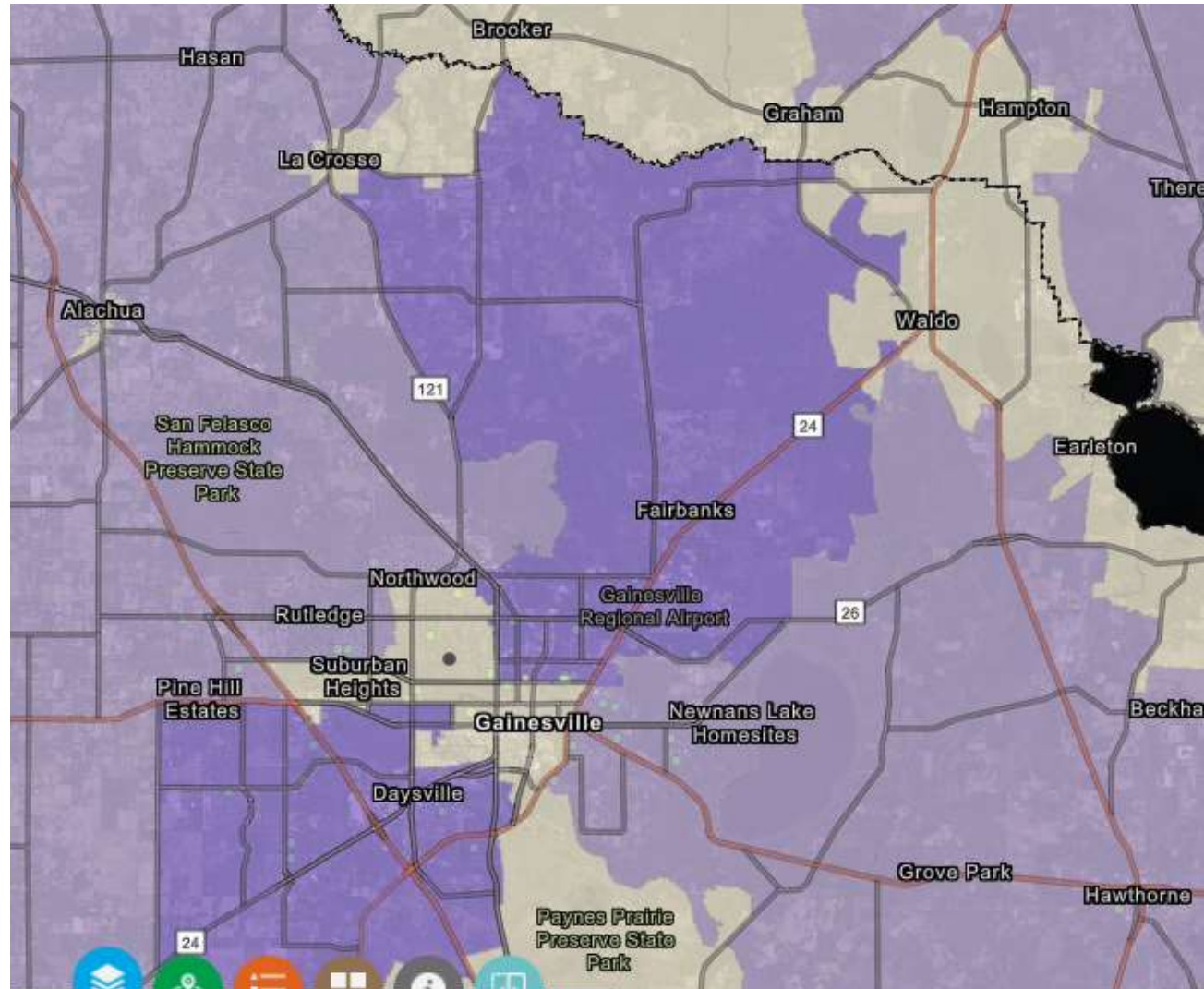


1) RESULT:
All children
are born
healthy and
remain
healthy

Source: Summer Break Spot

Break spot meals gaps show potential **high meal gaps** in the Southwest and Northeast areas of Alachua County

Item 8.



2) RESULT:
All children
can learn
what they
need to be
successful

Recommended Turn the Curve Indicators

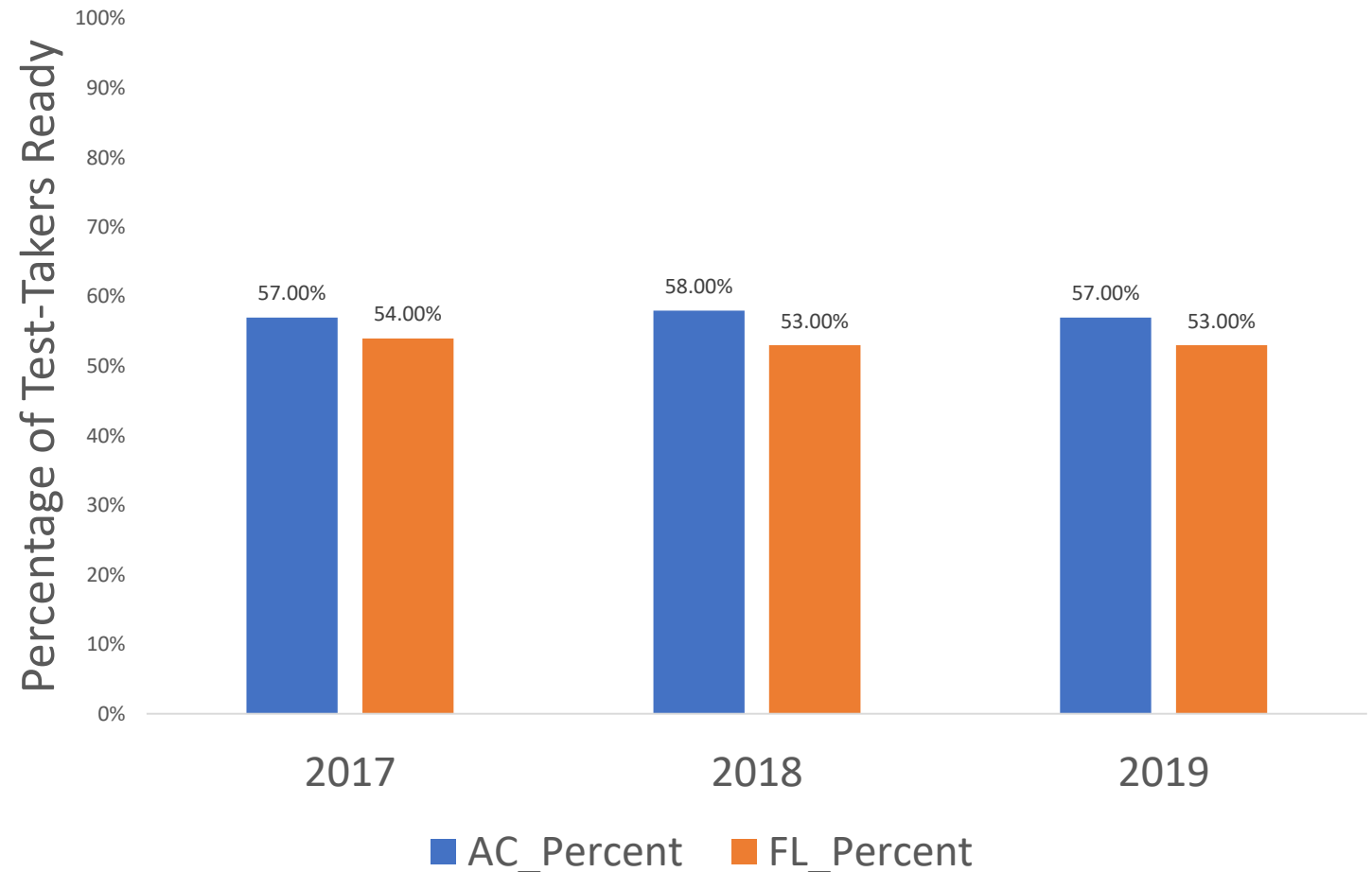
Item 8.

Indicator	Rationale	Data Source	Most Recent Value Overall/By Race
Children ready for kindergarten	Proxy for education quality and access	Florida Department of Education	57% of kindergarteners/ Unavailable by race
3 rd Grade reading levels	Proxy for education quality and access	Florida Department of Education	57% for all 3 rd graders/ 32% for black 3 rd graders
8 th grade reading levels	Proxy for education quality and access	Florida Department of Education	61% of all 8 th graders/ 31% of black 8th graders
High School Graduation rates	Proxy for education quality and access	Florida Department of Education	80% for black youth

2) RESULT:
All children
can learn
what they
need to be
successful

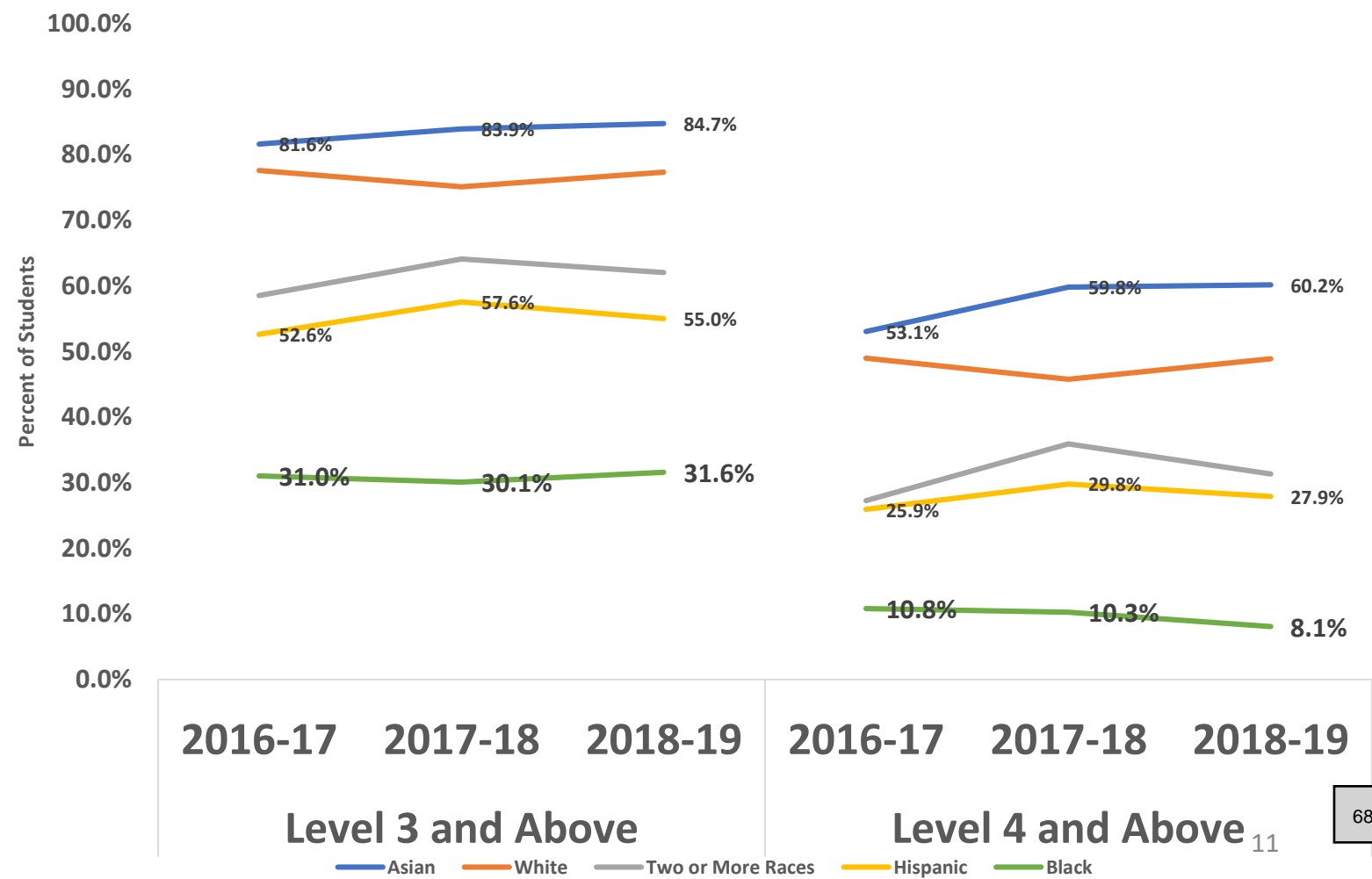
57% of Alachua County children are ready for kindergarten

Item 8.



2) RESULT:
All children
can learn
what they
need to be
successful

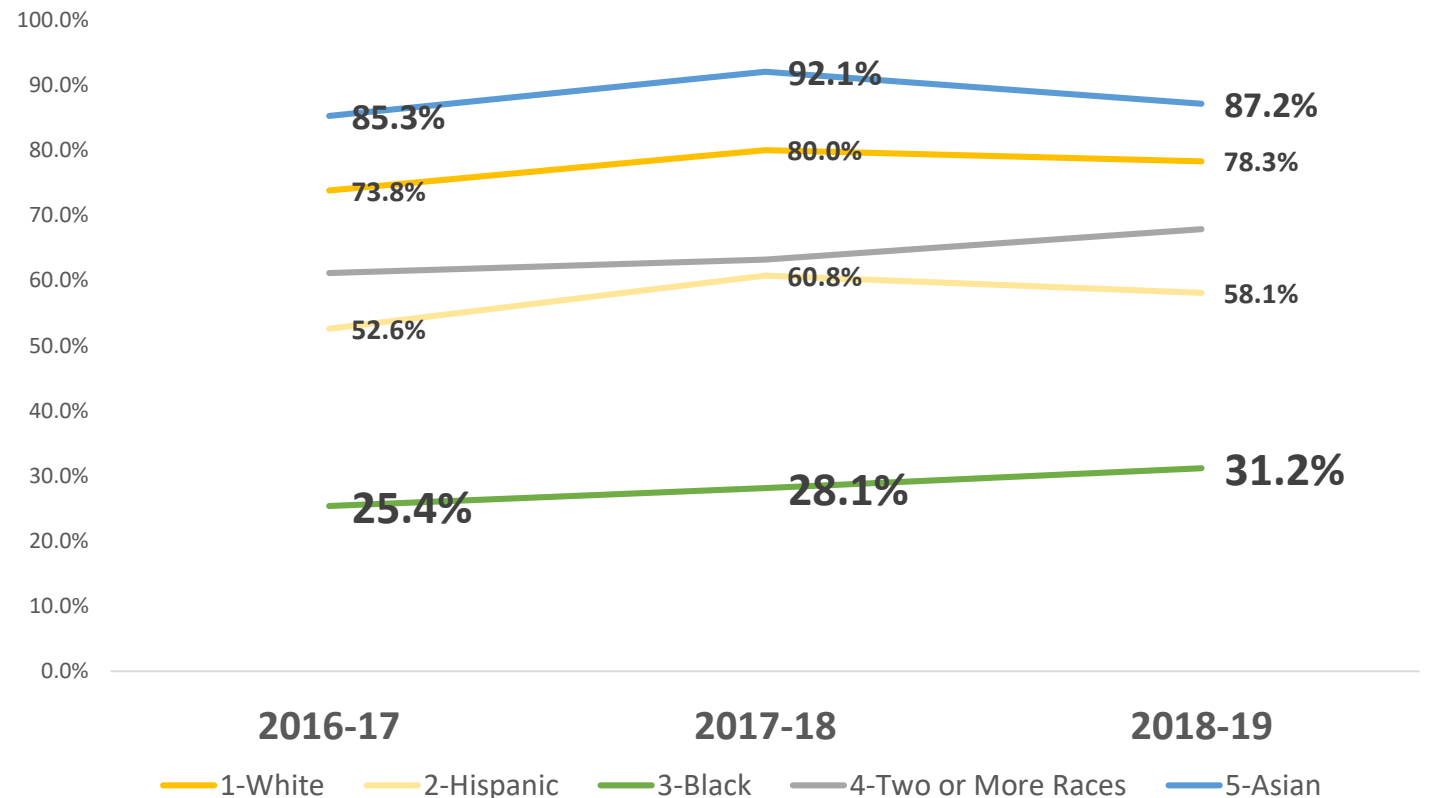
32% of black children in Alachua county scored at a passing score (level 3 or higher) on 3rd grade English assessment. The county overall scored at 57% in 2018-19



Source: Florida Department of Education, 3rd Grade FSA Scores: English Language Arts, By Race

2) RESULT: All children can learn what they need to be successful

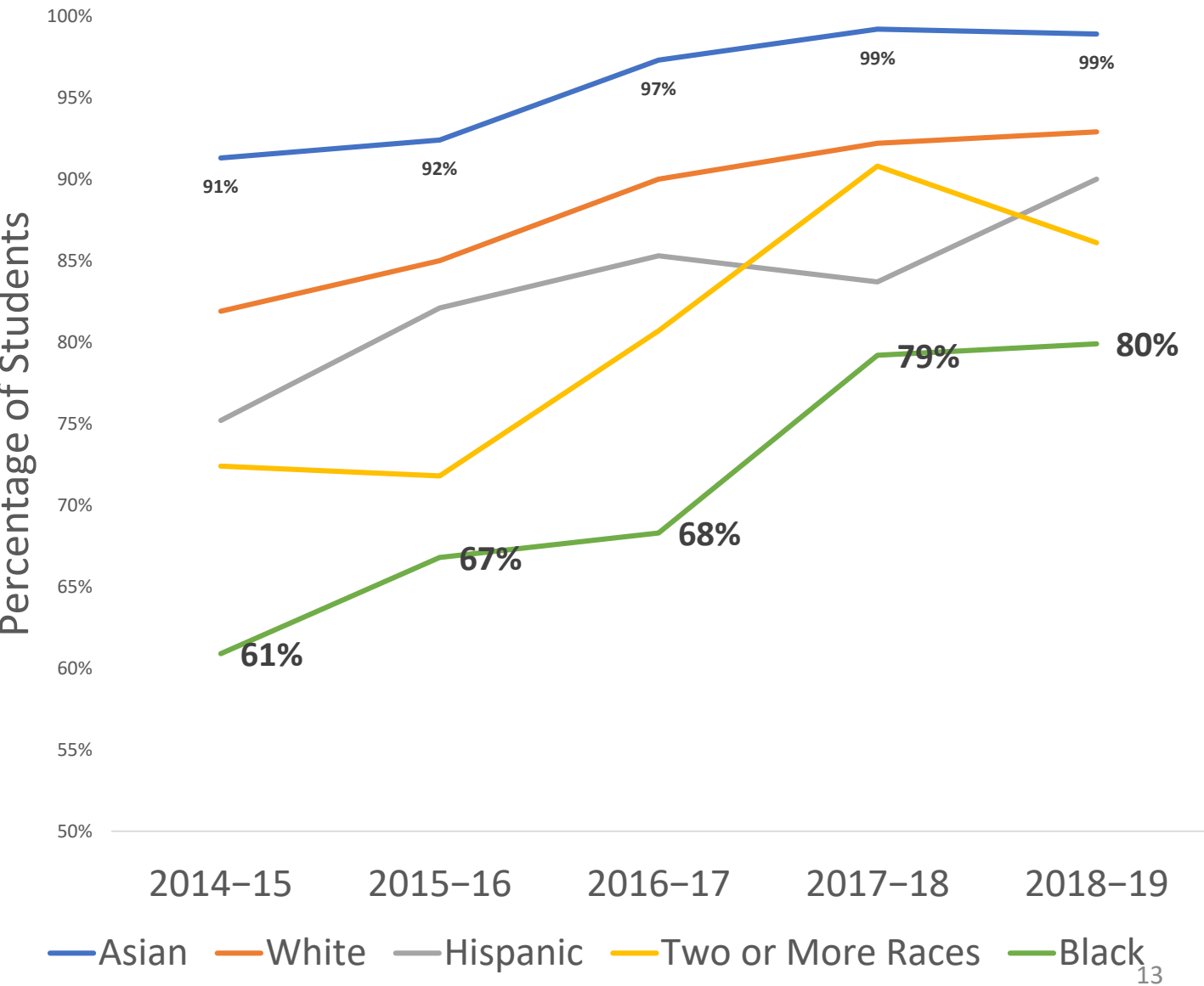
31% of black children in Alachua county scored at a passing score (level 3 or higher) on 8th grade English assessment. The county overall scored at 61% in 2018-19



2) RESULT:
All children
can learn
what they
need to be
successful

80% of black youth graduated high school in Alachua county. T
county overall was 88% in 2018-19

Item 8.



Source: Florida Department of Education, High School Graduation by Race

3) RESULT: All children have nurturing, supportive caregivers and relationships

Item 8.

Recommended Turn the Curve Indicators

Indicator	Rationale	Data Source	Most Recent Value Overall/By Race
Children subject to Maltreatment	Proxy for safety and supportive relationships	Fostering Court Improvement	County ranked 28 th of 67 counties/ Unavailable by race
Youth Arrests	Proxy for youth development and availability of prevention services	FL Health Charts and Department of Juvenile Justice	238 per 10,000 youth/ Alachua ranked 2 nd of 67 counties for racial disparities in youth arrests
Children ages 0-17 in out-of-home care	Proxy for family stability	FL Department of Children and Families, Alachua	283 children/ 51% of those children are black

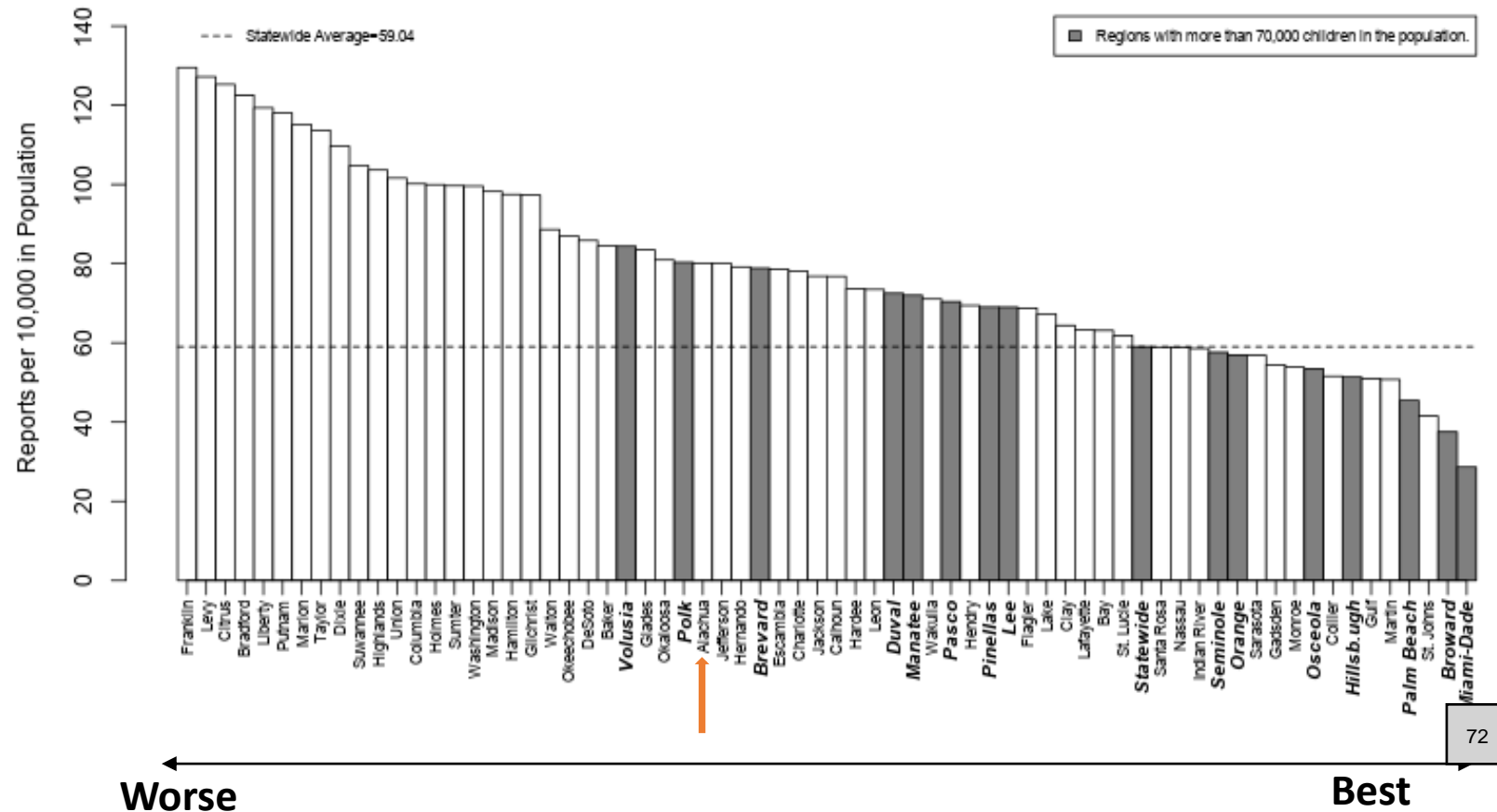
3) RESULT: All children have nurturing, supportive caregivers and relationships

Alachua county ranks 28th for children subject to maltreatment reports in the state of Florida. 80 reports per 10,000 vs Florida is 59 per 10,000

Item 8.

Alachua County Children Subject of Maltreatment Reports (duplicated) During October 2018 through September 2019	Count	Rate	State Rate	Rank (high=1 to low=67)
Children Subject of Maltreatment Reports	4,921	80.1 per 10K	59.0 per 10K	28

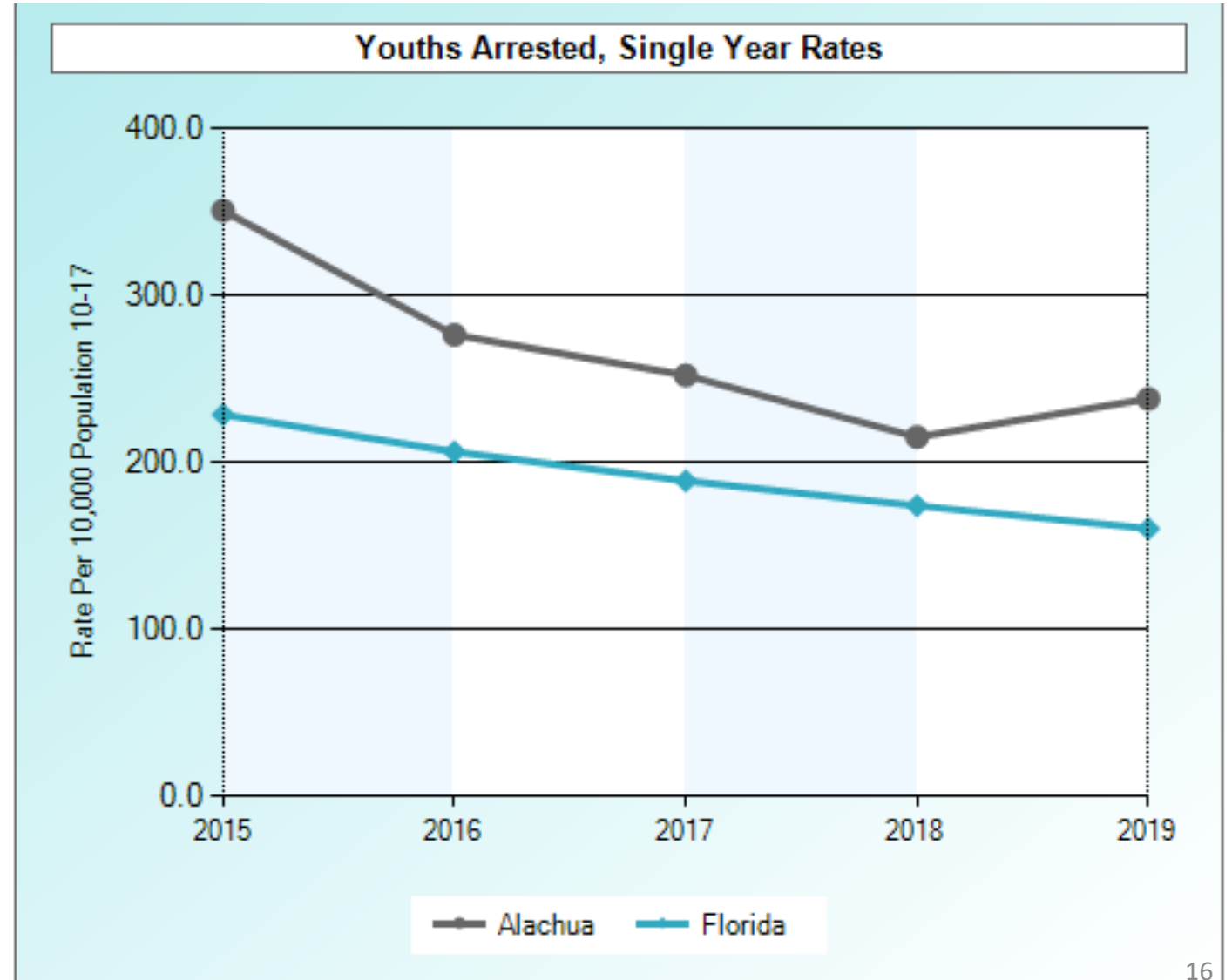
County Rankings: Children Subject of Maltreatment Reports



3) RESULT: All children have nurturing, supportive caregivers and relationships

Alachua county youth are arrested at a rate of 238 per 10,000 youth. This puts Alachua in the 3rd quartile (worse off) in the state

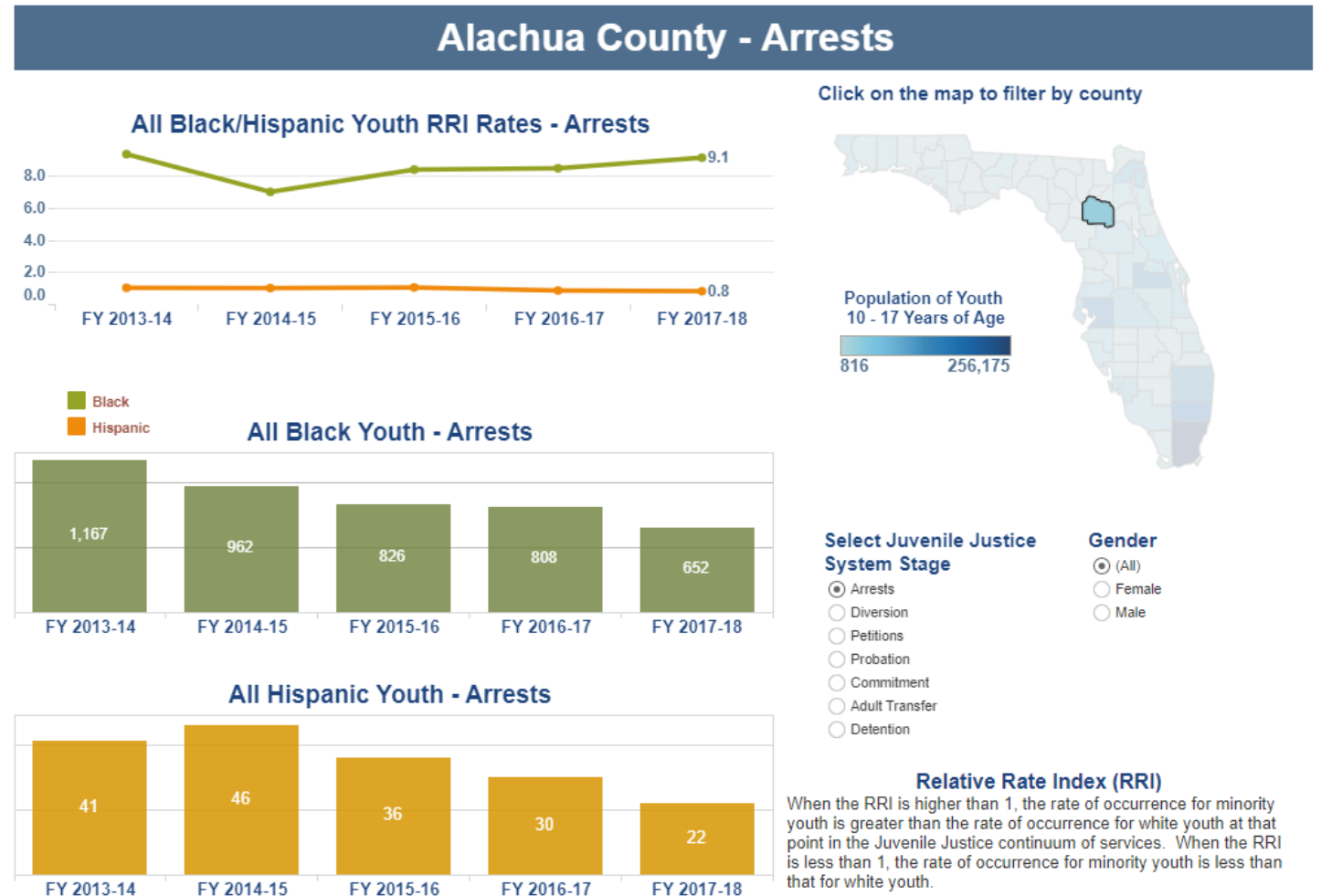
Item 8.



3) RESULT: All children have nurturing, supportive caregivers and relationships

Black youth have a 9.1 relative rate index compared to white youth in Alachua. This puts Alachua in the 2nd worst ranking in the state compared to 67 counties

Item 8.



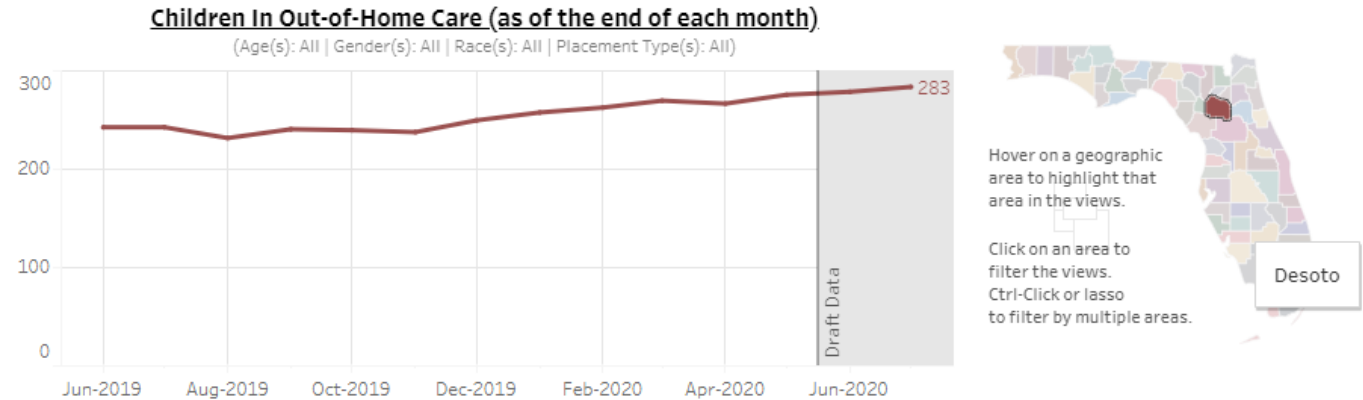
Source: FL Department of Juvenile Justice, Alachua

3) RESULT: All children have nurturing, supportive caregivers and relationships

Source: FL Department of Children and Families, Alachua

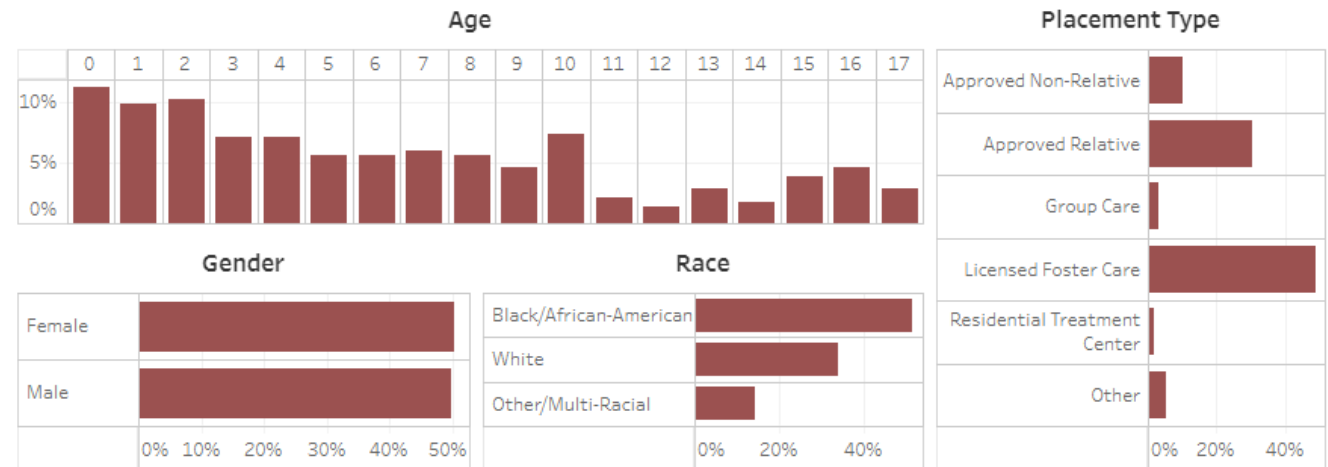
Item 8.

283 children ages 0-17 were in out-of-home care as of July 31, 2020.
51% of those children are black



Children in Out-of-Home Care as of 7/31/2020

Click on any of the characteristics below to filter the view.
(Age(s): All | Gender(s): All | Race(s): All | Placement Type(s): All)



4) RESULT: All children live in a safe community

Recommended Turn the Curve Indicators

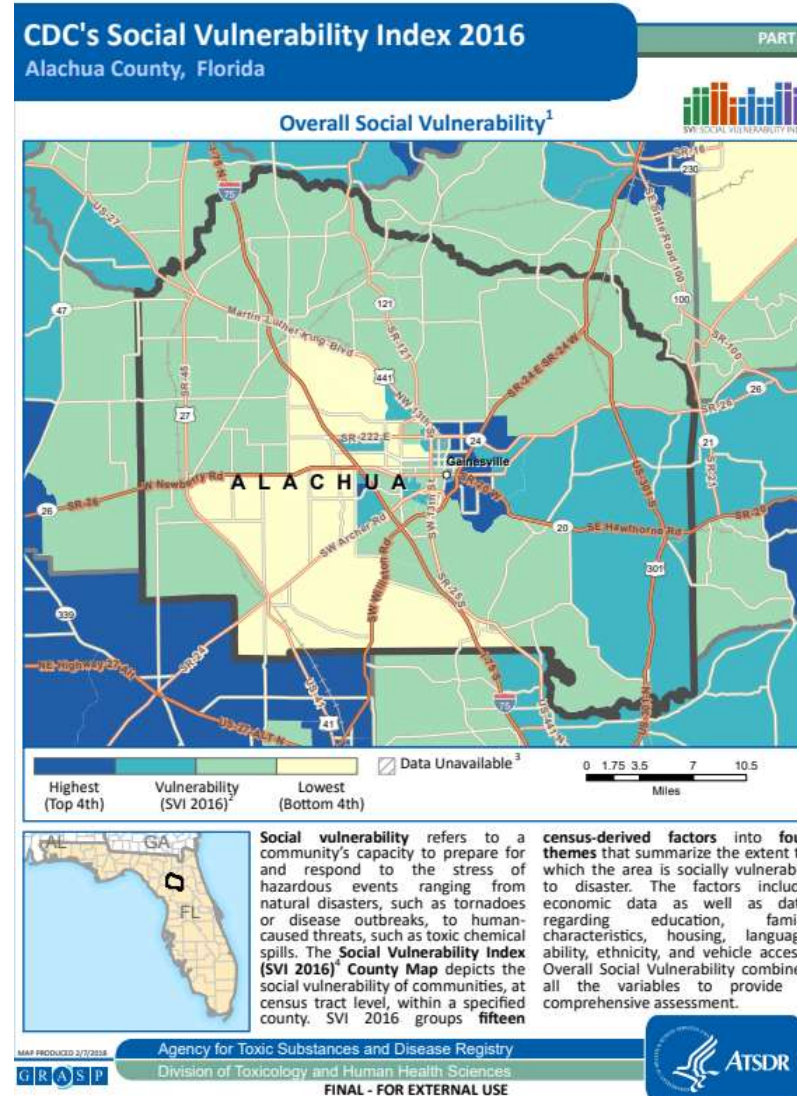
Item 8.

Indicator	Rationale	Data Source	Most Recent Value
Social Vulnerability Index	Proxy for population vulnerability	CDC	Overall vulnerability, 24 th percentile <ul style="list-style-type: none"> Socioeconomic Status –44th Household Composition –0 Minority Status –61st Housing and Transportation – 64th
Households with severe housing problems	Proxy for basic need access and family stability	FL Health Charts	20% of households
Violent crimes	Proxy for mental health and availability of prevention services	FL Health Charts	686 per 100,000 people
Child (ages 5-11) passengers injured or killed in motor vehicle accidents	Proxy for safety	FL Health Charts	893 per 100,000

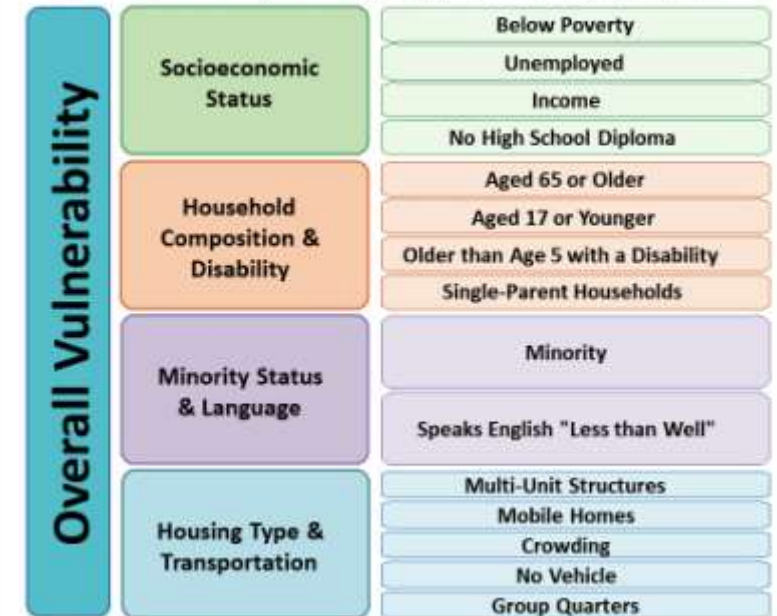
4) RESULT: All children live in a safe community

Alachua County's overall Social Vulnerability is in the 24th percentile where 0 is the least vulnerable and 100 is the most vulnerable

Item 8.



American Community Survey (ACS), 2014-2018 (5-year) data for

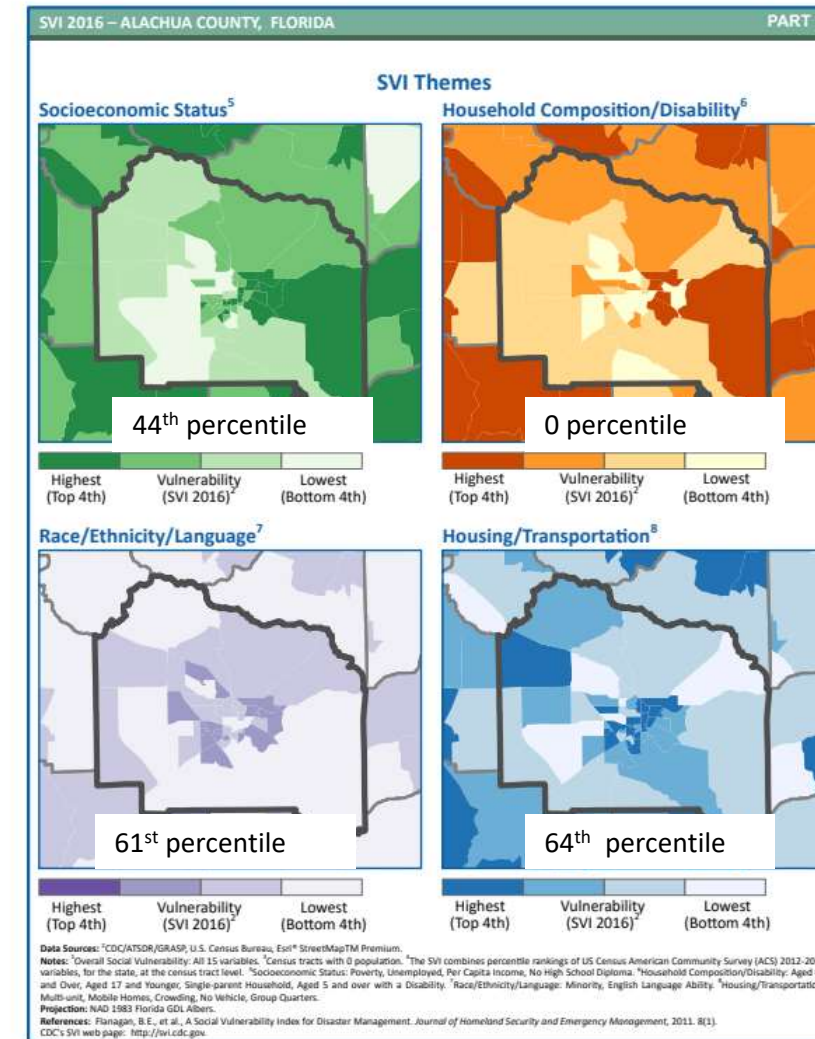
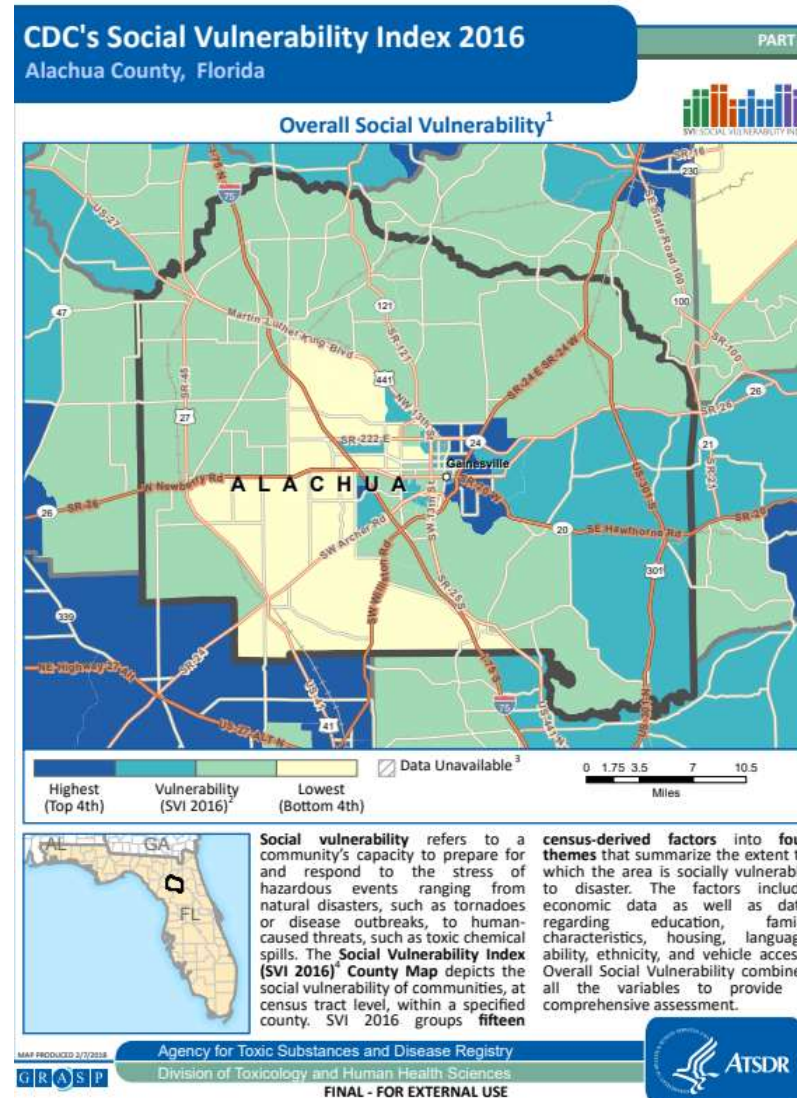


Overall percentile – 24th

4) RESULT: All children live in a safe community

Alachua County's Housing and Transportation infrastructure, makes it the most vulnerable in the 64th percentile - where 0 is the least vulnerable and 100 is the most vulnerable

Item 8.

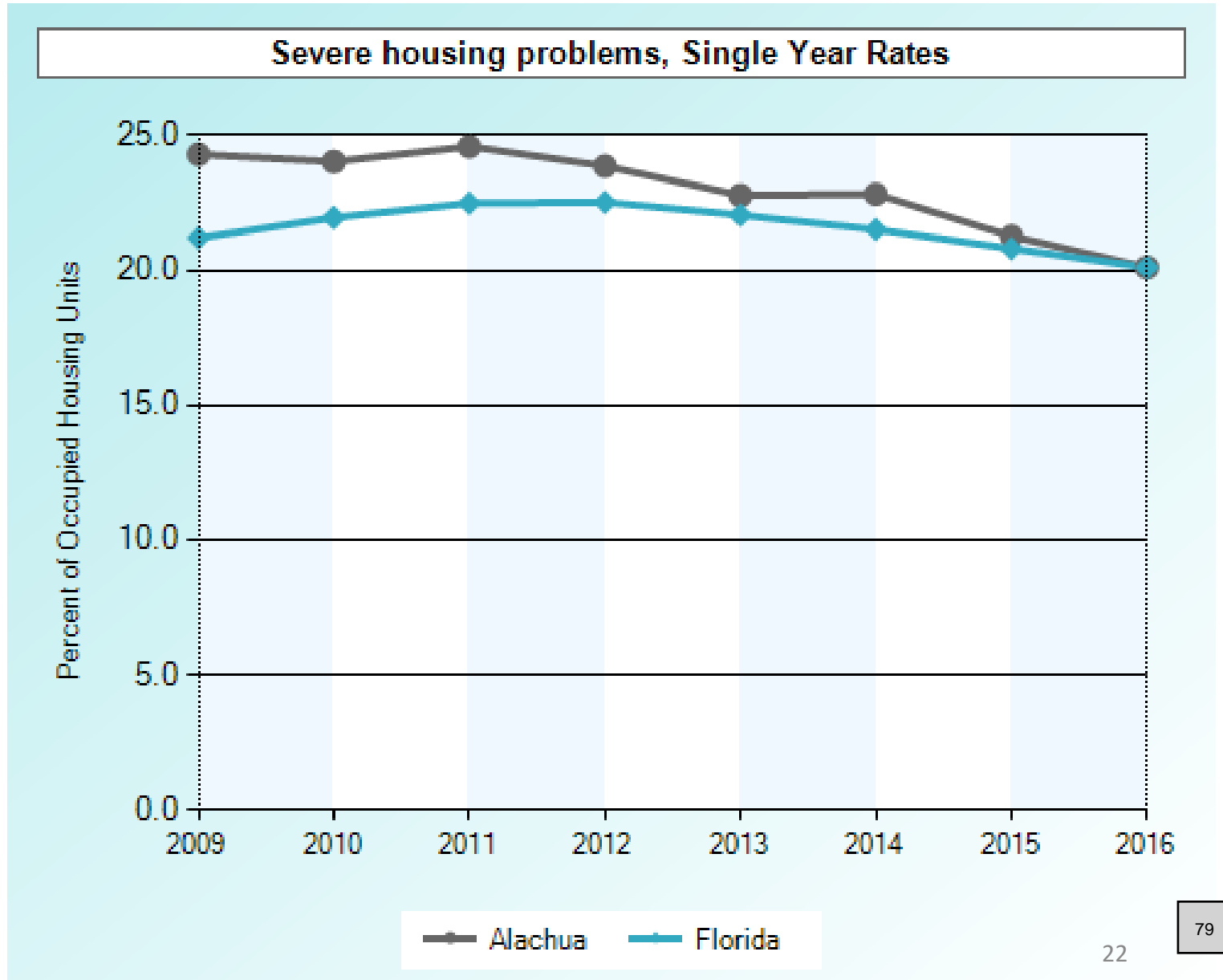


FINAL - FOR EXTERNAL USE

Overall percentile – 24th

4) RESULT: All children live in a safe community

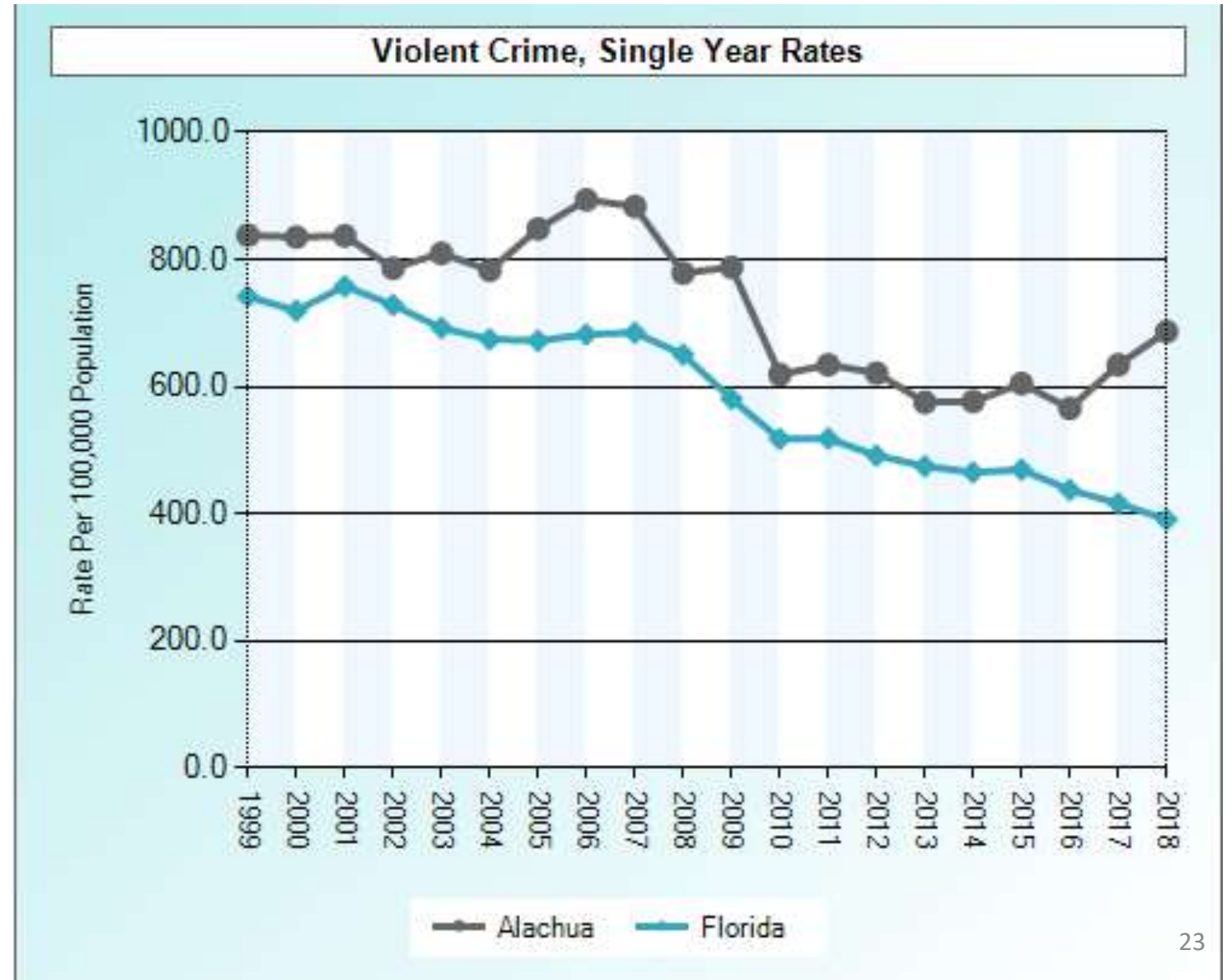
1 in 5 homes are experiencing severe housing problems in Alachua County and the State of Florida Item 8.



4) RESULT: All children live in a safe community

Alachua county experience violent crimes at a rate of 686 per 100,000 people. This puts Alachua in the 4th quartile (worse off) in the state

Item 8.

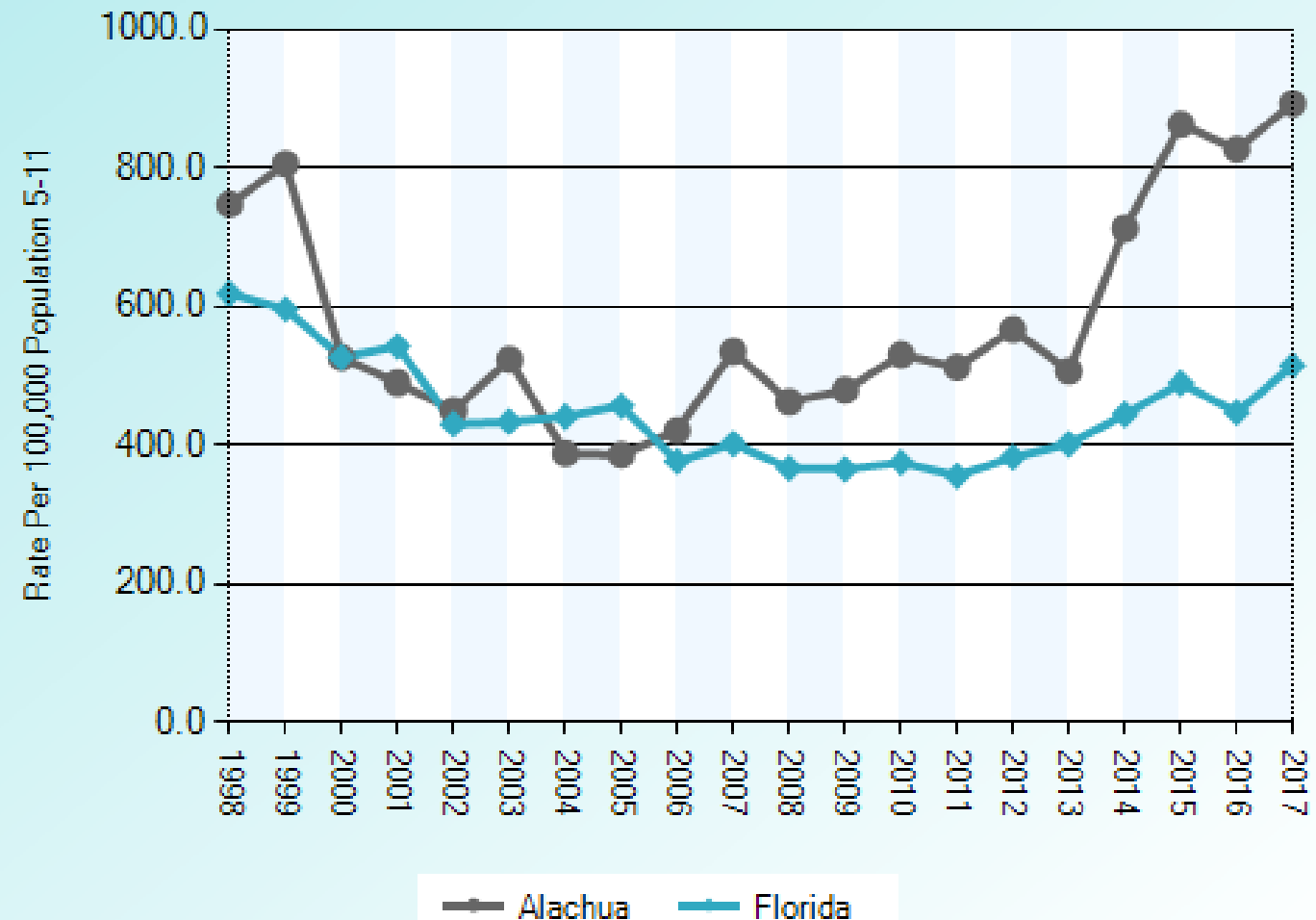


4) RESULT: All children live in a safe community

Alachua county children are injured or killed in motor vehicle accidents at rate of 893 per 100,000 people. This puts Alachua in the 4th quartile (worse off) in the state

Item 8.

Child passengers injured or killed in motor vehicle accidents ages 5-11, Single Year Rates



File Attachments for Item:

9. Adoption of Resolution 2020-12 “Chapter 6: Procurement Policies”

**Item:**

Adoption of Resolution 2020-12 “Chapter 6: Procurement Policies”

Requested Action:

The Trust is asked to adopt Resolution 2020-12 “Chapter 6: Procurement Policies”

Background

As a condition of the current interlocal agreement and in order to operate independently on 10.1.2020, the Trust is required to adopt policies for the public procurement of goods and services.

This policy distinguishes between Goods and Services and Direct Community Services. Direct Community Services are services associated with agencies that provide services to children. Goods and Services represent all other types of purchases.

The policy is intended to be sufficient to begin independent operations on 10.1.2020, however, further additions or amendments to the policy should be expected as the Trust refines its operations.

Attachments

Resolution 2020-12
Chapter 6: Procurement Policies

Programmatic Impact:

Outlines the process competitive solicitations, unsolicited requests, and requests for matching funds.

Fiscal Impact:

NA

Recommendation:

Staff recommends approval

CHILDREN'S TRUST OF ALACHUA COUNTY

RESOLUTION 2020-12

CHAPTER 6: PROCUREMENT POLICIES

WHEREAS, the Children's Trust of Alachua County (CTAC) desires to establish the legal authority of the procurement function within the Trust; and

WHEREAS, the CTAC desires to have uniform procurement policies throughout the Trust; and

WHEREAS, the CTAC desires to ensure the fair and equitable treatment of everyone who deals with the procurements system; and

WHEREAS, the CTAC desires to provide for increased efficiency, economy, and flexibility in public procurement activities and maximize to the fullest extent the purchasing power of the entity; and

WHEREAS, the CTAC desires to foster effective broad-based competition from all segments of the supplier community; and

WHEREAS, the CTAC desires to safeguard the integrity of the procurement system and protect against corruption, waste, fraud, and abuse; and

WHEREAS, the CTAC desires to ensure appropriate public access to contracting information; and

WHEREAS, the CTAC desires to foster equal employment opportunities that are in line with legal requirements, in the policies and practices of suppliers and subcontractors wishing to do business with the Trust; and

WHEREAS, the Children's Trust of Alachua County desires to adopt the following with the applicable attachments provided herein;

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

SECTION 1: ADOPTION The Employee Handbook attached hereto as Exhibit "A" is hereby adopted in its entirety as provided in Exhibit "A" and incorporated herein by this reference.

SECTION 2: EFFECTIVE DATE This Ordinance shall be in full force and effect from 10.1.2020 and after the required approval and publication according to law.

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

	AYE	NAY	ABSENT	ABSTAIN
Lee Pinkoson	_____	_____	_____	_____
Dr. Maggie Labarta	_____	_____	_____	_____
Tina Certain	_____	_____	_____	_____
Karen Clarke	_____	_____	_____	_____
Dr. Karen-Cole Smith	_____	_____	_____	_____

Ken Cornell	_____	_____	_____	_____
Dr. Nancy Hardt	_____	_____	_____	_____
Dr. Patricia Snyder	_____	_____	_____	_____
Cheryl Twombly	_____	_____	_____	_____
Susanne Wilson Bullard	_____	_____	_____	_____

Presiding Officer

Attest

X

Lee Pinkoson
Chairman

X

Tina Certain
Treasurer

EXHIBIT “A”

6.10 Purpose

This chapter shall be construed and applied to promote the following purposes and policies:

- A. Establish the legal authority of the procurement function within the Trust.
- B. Enable uniform procurement policies throughout the Trust.
- C. Ensure the fair and equitable treatment of everyone who deals with the procurements system.
- D. Provide for increased efficiency, economy, and flexibility in public procurement activities and maximize to the fullest extent the purchasing power of the entity.
- E. Foster effective broad-based competition from all segments of the supplier community.
- F. Safeguard the integrity of the procurement system and protect against corruption, waste, fraud, and abuse
- G. Ensure appropriate public access to contracting information.
- H. Foster equal employment opportunities that are in line with legal requirements, in the policies and practices of suppliers and subcontractors wishing to do business with the Trust.

6.20 Definition

Best Value Procurement means a method that emphasizes value over Price. It recognizes that the best value may not be the lowest cost. It may be an assessment of the return that can be achieved based on the total life cycle cost of the item; may include an analysis of the functionality of the item; may use cost-benefit analysis to define the best combinations of quality, Services, time, and cost considerations over the useful life of the acquired item.

Bidder or Offer means one who submits a response to an Invitation to Bid or one who makes an offer in response to a Solicitation.

Board means the Children's Trust of Alachua County.

Budget Amendment is a mechanism for changing the planned expenditures of a contract for direct community services.

Business or Agency means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

Business Day means any day in which normal County Business operations are conducted. This is considered to be Monday through Friday from 8:30 am to 5 pm local time, and excludes weekends and County observed holidays.

Commodity means something useful that can be turned to commercial advantage; something that can be processed and resold.

Contract means all types of County agreements, regardless of what they may called, including Purchase Orders, for the Procurement or disposal of Supplies or Services or Direct Community Services.

Contract Amendment means any written alteration in scope, Specifications, Delivery point, rate of Delivery, period of performance, Price, quantity, or other provisions of any Contract. To be effective, Contact Amendments must be executed by all parties to the Contract.

Contractor or Provider means any individual, Business or legal entity having a Contract with the Trust.

Trust means the Children's Trust of Alachua County, and Persons duly authorized to act on behalf of the Board.

Delivery means the physical transfer of possession from one Person to another, as from a carrier, vendor, or Contractor to the purchaser.

Designee means a duly authorized representative.

Direct Community Services means programs such as early learning, after-school, summer and other direct services offered to children and families in Alachua County.

Electronic means electrical, digital, magnetic, optical, electromagnetic, or any other similar technology.

Emergency Purchase means any purchase which is necessary due to unforeseen circumstances and that can negatively impact the operation of the Trust, or a purchase needed for a public safety emergency or where delay of a purchase subjects the Trust to additional costs or hardship.

Employee means an individual drawing a salary from the Trust, whether elected or not, and any non-compensated individual performing personal Services.

Governmental Body means any department, commission, council, board, bureau, committee, institution, legislative body, agency, Government Corporation, or other establishment or official of the executive, legislative, or judicial branch of the County.

May denotes the permissive.

Invitation to Negotiate means written competitive procurement document intended to determine the best method for achieving a specific goal or solving a particular problem recognized by The Trust. An ITN allows The Trust flexibility to identify one or more responsive vendors with which The Children's Trust may negotiate to receive the best value, as defined. An ITN might be the most appropriate procurement tool to use when The Trust:

- Requires nonstandard or customized products; or
- Requires an emphasis on new technology or methodologies and a range of options are possible; or
- Requires re-engineering of a process; or
- Ascertains that limited availability of competition exists; or
- Ascertains that the desired services may not be of best value when provided by only one vendor, but rather, best value may be obtained by combining the strengths of multiple vendors.

Person means any Business, individual, union, committee, club, other organization, or group of individuals.

Price means the sum or amount of money or its equivalent for which anything is bought, sold or offered for sale.

Procedure means the detailed series of related activities that must be completed, in the order in which they must be done, to accomplish a given task.

Procurement means buying, purchasing, renting, leasing, or otherwise acquiring any Supplies, Services, or Construction. It also includes all functions that pertain to the obtaining of any Supplies, Services, or Direct Community Services, including description of requirements, selection and Solicitation of sources, preparation and award of Contract, and all phases of Contract administration.

Procurement Card Program is a program allows for Trust-owned credit cards to be issued to Employees and allows for an efficient, cost-effective method of purchasing or paying for small-dollar items as well as high-volume purchases.

Professional Services means Services rendered by members of a recognized profession or possessing a special skill. Such Services are generally acquired to obtain information, advice, training or direct assistance.

Public Notice means the distribution or dissemination of information using methods that are described in Procedures or as otherwise required by law. Such methods may often include publication in newspapers of general circulation, posting in public areas, Electronic or paper mailing lists, and web site(s) designated by the Trust and maintained for that purpose.

Purchase Order means that document to a vendor formalizing all of the terms and conditions for a specified need, and may include, but not be limited to, the technical description of the requested item, scope, Price, Delivery schedule, transportation, criteria for evaluation, suggested sources of supply, and information supplied for the making of any written determination required by this Code. Purchase Orders may be amended by Change Orders.

Requisition means a written request used within an organization to initiate the purchase of certain goods and services.

Regulation means a statement by the Children's Trust of Alachua County having general or particular applicability and future effect, designed to implement, interpret, or prescribe law or policy, or practice.

Responsible Bidder or Offeror means a Bidder or Offeror who has the capability, in all respects, to perform fully the Contract requirements, and the experience, integrity, perseverance and reliability, capacity, facilities, equipment and credit which will assure good faith performance. Responsive Bidder or Offeror means a Bidder or Offeror who submitted a bid, proposal or quote which conforms in all material respects to the Solicitation document.

Request for Proposals means written competitive solicitation used when the purposes and uses for which the commodity, group of commodities, or contractual service being sought can be specifically defined and the necessary deliverables are identified. Criteria that will be used for evaluation of proposals shall include factors other than price, such as experience and qualifications that are critical to obtain the best overall value for services specified in the scope of work. All terms can be negotiated, including price prior to contract award.

Requests for Qualifications means a qualification-based selection, used for highly complex projects, to identify the highest qualified agency(s), according to the evaluation criteria, for a specific scope of work. Unlike a bid or an RFP the level of detail provided in the scope of work is not prescriptive. Instead, it provides a set of guidelines or expectations of the firm that will ultimately perform the services

Services means the furnishing of labor, time, or effort by a Contractor, rather than furnishing Supplies or Construction.

Shall denotes a requirement.

Signature means a manual or Electronic identifier, in accordance with Florida Statutes, or the Electronic result of an authentication technique attached to or logically associated with a record that is intended by the Person using it to have the same force and effect as a manual Signature.

Small Provider Agencies means an independently owned and operated Provider currently performing Direct Community Services, headquartered in the Small Business Enterprise Zone, having with revenues less than (insert value) and serving less than (insert number) clients.

Solicitation means an Invitation to Bid, a Request for Proposal, telephone calls or any means used to obtain bids, Proposals or quotes for the purpose of entering into a Contract or Purchase Order.

Specification means a precise description of the physical or functional characteristics of a Supply Service, or Construction item of what the purchaser seeks to buy from a Responsible and Responsive Bidder or Offeror. May be referred to as Scope of Work, Scope of Services, Scope, or Statement of Work (SOW).

Subcontractor means any business or entity employed to perform part of a contractual obligation under the control of the principal Contractor.

Supplier means the Person or Business actually providing the Supply, Service or Construction required by the contract.

Supplies means all property, including but not limited to goods, equipment, materials, printing, insurance, and leases of personal property, excluding real property.

Vendor means a supplier or seller of Supplies, Services, and Construction.

Written or In-Writing means the product of any method of forming characters on paper, other materials, or viewable screens, which can be read, retrieved, and reproduced, including information that is Electronically transmitted and stored.

6.30 Authority

A. Purchasing Authority

1. The Executive Director shall serve as the central purchasing officer of the Trust.
2. The Executive Director may prescribe and maintain operational procedures governing the internal functions of the Trust.
3. Except as otherwise specifically provided in this Policy, the Executive Director or designee, shall:
 1. Purchase or supervise the purchasing of all supplies, services, materials, equipment, and direct community services needed by the Trust, and
 2. May sell, trade, or otherwise dispose of surplus supplies belonging to the Trust.
4. Subject to regulations adopted by the Trust, the Executive Director may delegate authority to designee(s).

B. Signature Authority

1. The Executive Director is authorized to co-sign checks. All such expenditures must be expended from the designated budget source and have gone through the Trust-approved procurement process outlined in this Policy.
2. The Executive Director shall be able to enter into contracts and expend funds as authorized in the budget. This authority shall be capped at \$50,000.
3. The Executive Director may enter into contracts within his signature authority without prior approval from the Trust in accordance with the Trust-approved procurement process outlined in this Policy.
4. The Executive Director is authorized to execute all contracts for services which have been approved by the Trust once approved as to form by Counsel
5. Annual budget, budget appropriations, and budget amendments are reserved to the Trust.

6. 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.
7. This does not authorize the Executive Director to enter into any transaction involving real estate, unless the transaction has been expressly approved by the Trust.

C. Authorization for the Use of Electronic Transmissions

The use of Electronic media, including acceptance of Electronic Signatures, is authorized by this Policy provided said use is consistent with the requirements of the Florida Statutes and Regulations for use of such media. All approved media shall provide for:

1. Appropriate security to prevent unauthorized access to the bidding, approval, and award processes; and
2. Accurate retrieval or conversion of Electronic forms of such information into a medium which permits inspection and copying.

6.40 Requisitions

The purchase of goods and services and direct community services requires a purchase requisition that must be approved by the Executive Director or designee prior to issuing a purchase order. Trust staff must approve/disapprove purchase requisitions based upon adherence to the policies set forth in this section, and forward the requisition, with all supporting documentation, to the Executive Director or designee for approval.

6.50 Source Selection

A. Informal Bids. The informal bidding process applies to all goods and services, except for the purchases of Direct Community Services. The following procedure shall govern in all purchases up to and including \$50,000.00.

1. In the case of purchases of a value not greater than \$5,000 the Executive Director, or designee, shall be authorized to make such purchases on the basis of one telephone or written quotation.
2. In the case of purchases of a value greater than \$5,000 but less than \$25,000 the Executive Director, or designee, shall be authorized to make such purchases on the basis of two telephone or written quotations.
3. In the case of purchases of a value greater than \$25,000, but not more than \$50,000.00, the Executive Director, or designee shall be authorized to make such purchases on the basis of three written quotations, whenever possible. If three quotes are not possible, the requisition shall include documentation as to why three quotes were not able to be obtained.

4. Splitting a transaction into smaller dollar amounts, delaying, staggering purchases, and using multiple staff members to purchase the same or related items to avoid the competitive bid process are serious policy violations. Employees responsible for violating transaction(s) may be subject to disciplinary action up to and including termination.

B. Competitive Sealed Bids.

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

businesses enterprises headquartered in Alachua County, and secondly, businesses certifying as a drug-free workplace.

C. Competitive Sealed Proposals

1. **Conditions for use.** When the Trust determines that the use of competitive sealed bidding is either not practicable or not advantageous to the Trust, a contract for materials, supplies, services, construction, and equipment may be entered into by the use of competitive sealed proposals. Except as otherwise stated in this policy, contracts for Direct Community Services shall be entered into by the use of a competitive sealed proposal. Some of the considerations as to where this method may be utilized include, but are not limited to, the following:
 - a. Whether or not to utilize a fixed-price or cost-type contract under the circumstances.
 - b. Whether quality, availability, or capability is overriding in relation to price in procurement of services, technical goods, research and development, or testing services.
 - c. Whether the initial installation needs to be evaluated, together with subsequent maintenance and service capabilities and what priority should be given these requirements in terms of the best interest of the county.
 - d. Whether the market place will respond more favorably to a solicitation permitting not only a range of alternate proposals, but also permitting evaluation and discussion by the Trust with responders before making the award.
 - e. Whether a performance specification is deemed more appropriate than a technical specification, thus taking advantage of vendor expertise and allowing the purchase of standard items available in the market place as opposed to custom-designed.
2. **Solicitation.** Proposals shall be solicited through a request for proposals (RFP), a request for qualifications (RFQ), or an Invitation to Negotiate (ITN).
3. **Release of Solicitation.** For every competitive sealed proposal, The Trust shall approve the minimum qualifications, the scope of services, the evaluation criteria, and the evaluation team for each competitive procurement opportunity. The Executive Director or his/her designee will notify, via email, all board members of the release of the solicitation and of

the start of the Cone of Silence.

4. **Public notice.** Adequate public notice of the request for proposals shall be given in the same manner as provided in Section 6.50 (B)(3) for competitive sealed bidding.
5. **Evaluation criteria.** The request for proposals shall state the relative importance of price and other evaluation factors. The other factors may include the following:
 - a. Price
 - b. Program Design
 - c. Quality of goods/services. Such a justification must be verifiable.
 - d. Availability to deliver the goods/services within the required delivery time or service period.
 - e. After sale services, including availability of parts/supplies.
 - f. Previous records of performance and service.
 - g. Ability of bidder to render satisfactory service in this instance.
 - h. Financial stability of the bidder.
 - i. Payment terms.
 - j. Warranty offered.
 - k. Ability to provide samples.

This list is not meant to be comprehensive. The Trust may develop other evaluation factors as deemed necessary.

6. **Review.** Proposals are independently reviewed and scored by a team of reviewers that may include Trust staff, experts in the field and trained volunteers. Using a standard rating tool, reviewers assess the soundness and completeness of each proposal as well as the vendor's capacity to effectively deliver what is proposed.
7. **Discussion.** Following each reviewer's individual rating, the review team meets in a publicly noticed debriefing meeting to discuss each proposal and assigns a consensus team score, including explanatory comments. Applicants may attend the debriefing meeting as observers. The highest-ranking proposal score does not assure a funding recommendation.
8. **Interview/site visit.** At the Trust's discretion, publicly noticed interviews

and/or site visits may be conducted at either the vendor's site or The Trust's offices. Members of the public may attend interviews and/or site visits as observers. The interview/site visit review team may include Trust staff, experts in the field and trained volunteers. Reviewers come to consensus on interview/site visit observations using a standard rating tool and provide input to staff recommendations.

9. **Staff recommendations.** Taking into consideration the above review process results, the Executive Director of The Trust develops a recommendation. When considering Direct Community Services, consideration is also given to factors such as alignment with The Trust's priority investment areas, effective and economical distribution of funding across Alachua County and/or in underserved geographic areas/populations in Alachua County (if applicable), minimizing duplication of efforts, and reasonable program cost for the services and outcomes proposed. Based on consideration of all of the above factors, a recommendation is made to the Board.
10. **Board review and award.** Executive Director recommendations are reviewed and considered by the board at a publicly noticed meeting. Applicants are encouraged to attend these meetings. Board approval of the recommendations will allow the contract negotiation process to begin, in an amount not to exceed the board's approved award. Negotiation may include reframing the proposed services, and adjusting the total allocation, budget or any other changes necessary to comply with the requirements of the solicitation and resulting contract. Any future amendments, extensions or modifications to the contract that would exceed the board's approved award amount or the approved contracting period require further board approval.
11. **Small Provider Agencies.** The Trust may set aside a certain percentage of funds available through a formal competitive procurement opportunity for Direct Community Services for small agencies. The percentage of funds set aside will be determined at by the Trust and included in the release of solicitation documents. The total amount of final awards to small agencies does not have to equal the amount set aside by the Trust in the solicitation documents.

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

E. Emergency Purchases.

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

6.60 Exemptions from Source Selection

A. Exemptions from Requisitions and Purchase Orders

Unless otherwise required by Florida Statute or Regulation, the following Supplies and services need may be paid through a Procurement Card, reimbursement or check request directly to the Alachua County Clerk of the Court and are not subject to limitations identified in Section 6.50 (A) (Informal Bids). A Purchase Order may be required for any Purchase Order exempt item which shall be subject to the limitations identified in Section 6.30 (B)(2).

1. Purchases of perishable items such as fresh vegetables, fruit, fish, meat, eggs, and milk for a public purpose;
2. Administrative hearing officer Services;
3. Advertisements to include but not limited to, Radio, newspapers, magazines, professional organizations, trade shows, television, websites and any other related media;
4. Airline tickets;
5. Brokerage and actuarial Services;
6. Cable TV, 2-way radio Contracts, County-wide phone system and internet Services;
7. Cellular telephone Services in accordance with the Trust's cellular telephone policies and Procedures;
8. College tuition, educational fees and materials;
9. Court orders and other court ordered disbursements;
10. Court reporter Services;
11. Expert witness fees and/or Services; also includes travel in accordance with Florida statutes;
12. Instructors, lecturers, presenters and trainers' fees and materials;
13. Insurance;
14. Interpreter Services;
15. Membership dues;
16. Notary public applications;
17. Purchases of \$5,000 or less;
18. Purchases covered by approved public purpose statements in accordance with established Trust Procedures;
19. Social Services indigent care through a Board adopted program;

20. Subscriptions, subscription renewals, audio, audio disk, audio tape, video, video disk, video tape, film, books, e-books periodicals or similar materials;
21. Travel expense in accordance with the County's travel policy and Procedures;
22. Refunds;
23. Utility Bills. All purchases of Services from a utility whose rates are determined and controlled by the public service commission of the state or other governmental authority; this includes routine overhead costs such as natural gas, electricity, water, phone and recurring garbage collection.

B. Exemptions from the Source Selection Process

Unless otherwise required by Florida Statute, the following Supplies, Services, and Construction need not be procured through the Source Selection Process identified in Section 6.50. A competitive Procurement process for any exempt item may be required.

1. All exempt purchases as identified in Section 6.50 (A) (Exemptions from Purchase Orders);
2. All Supplies or Services directly authorized by the Board;
3. All Supplies or Services purchased at a Price established by the Florida Department of Management Services, or at a Price equal to or less than the Price established by the state agency;
4. All Supplies or Services, purchased from another unit of government;
5. All purchases of real property;
6. All purchases of used equipment having a value greater than \$5,000.00; however, each such purchase shall be supported by one independent equipment appraisal report and an equipment appraisal report.
7. Supplies, Services or Construction purchased under an annual or other time Contract;
8. Professional Services as defined in, and procured according. to § 287.055, Florida Statutes, commonly referred to as the "Consultants Competitive Negotiation Act";
9. Medical Services;
10. Legal Services;
11. All Professional Services that are not required to be procured in accordance with §287.055, Florida Statutes, and whose estimated cost does not exceed \$50,000.00;

12. Procurement of Supplies or Services under Contract with federal, state, or municipal governments or any other governmental agency or political subdivision provided the vendor extends the same terms and conditions of the Contract to the Trust;
13. Ambulance billing;
14. Artistic Services and works of art;
15. Emergency Procurements in accordance with the Procurement Procedures Manual;
16. Lobbying Services;
17. Odd-lots and closeout materials;
18. Postage;
19. Purchases made with a Trust issued credit card in accordance with the Procurement Card Program policies and Procedures;
20. Purchases of Supplies or Services from a non-profit organization or charitable youth organization made in accordance with §255.60, Florida Statutes;
21. Software packages for computers.
22. Test items when it is probable that such purchases will result in formulating future bid Specifications for such items;
23. Title searches/title insurance;
24. Veterinarian Services;
25. Recovered Materials as defined in §403.703(28), Florida Statutes, as may be amended from time to time;
26. Single Source procurements in accordance with the Procurement Procedures Manual;
27. Sole Source procurements in accordance with the Procurement Procedures Manual.

6.70 Contract Administration

A. Generally

The Executive Director or designee shall establish procedures to administer and monitor contracts issued by the Trust.

B. Types of Contracts

Any type of Contract which promotes the best interest of the Trust and has been approved for legal sufficiency by the Trust Attorney, may be used. All Trust Contracts shall include provisions necessary to define the responsibilities and rights of the parties to the Contracts.

C. Assignment of Contracts

No agreement made pursuant to any Section of this policy shall be assigned or sublet as a whole or in part without the written consent of the Trust.

D. Required Contract Clauses for Direct Community Services

All contracts for Direct Community Services shall have the following clauses:

1. Maximum Indebtedness
2. Term of service
3. Contract Type, either fee-for-service, cost reimbursement, or another method approved by the Trust
4. Number of renewal options
5. Scope of work, which may include incorporating by reference the response to the solicitation
6. Deliverables
7. Reporting Schedule
8. Performance measures approved by the Trust
9. Trust's right to withhold or suspend payment, or terminate the contract, if the Provider has not met the performance measures contained in the contract
10. Trust's right to terminate for a lack of appropriations

E. Contract Amendments for Direct Community Services

1. Guidelines
 - a. Proposed amendments should not compromise the original intent or intended outcome of the program.
 - b. Trust strongly encourages funds to be utilized for Direct Services. Amendments to move funds from Direct Services to indirect expenses will require approval of the Trust.
 - c. Trust's approval of amendment requests will take into consideration if there is sufficient time for the funded goods or services to be utilized by the end of the contract term.
 - d. Prior approval by the Trust is needed for redirecting funds of any amount within a line item for different expenses than those that were approved by Trust in the original budget submission. A request for approval should be submitted via email to the Trust's assigned contract manager.

- e. Contract Budget amendments and narratives must be submitted to the Trust, showing the line item(s) from which dollars are being moved and the line item to which dollars are being added. These detailed narratives should explain the reason for the request, including what has occurred that was unanticipated at the time that the budget was submitted to the Trust.

2. Approval Thresholds

- a. Contract Budget amendments in-between line items in the amount of 10% of the overall budget or less require TRUST staff approval and must be submitted by the last day of the month to be considered for that month. The Trust's Executive Director or his/her designee(s) will review and decide to approve or deny all budget amendment requests of 10% of the budget or less. No contract amendment will be required for amendments approved that are less than 10% of the overall budget.
- b. Contract Budget amendment requests in-between line items greater than 10% of the overall budget or more for a TRUST-funded program require Trust approval and a contract amendment. Requests that exceed 10% shall be administered in the following manner:
 - 1) The contractor's Executive Director, or equivalent position, shall submit a letter to the Trust's Executive Director with a detailed description of the proposed budget amendment, along with a revised budget and narrative as described in B (1)(f).
 - 2) Trust's staff will make a recommendation to the Trust. The Trust will consider the request at a publicly-noticed meeting.

6.80 Special Programs

A. Unsolicited Proposals

- 1. **Conditions for use.** Requests for funding submitted by an Agency based solely upon the requester's initiative, and not in response to a formal solicitation or procurement process of The Trust, will be considered for funding on a case-by-case basis following the processes described in this Policy.
- 2. **Review.** The Executive Director or designee will review The Trust's contract and fiscal files to determine if there are existing contracts from the same agency and gather any history of previous funding from The Trust.
- 3. **Evaluation.** The Executive Director or designee will consider whether the proposal meets the stated goals and objectives stated by the Trust, whether the services fill a community need, and whether the costs are commensurate with the outcomes

proposed by the Agency. The Executive Director may consider other criteria in making a recommendation for funding so long as the criteria is explicitly stated in the recommendation.

4. **Recommendation.** Agencies not recommended for funding shall be notified in writing by the Executive Director. Agencies recommended for funding shall be presented to the Board for approval.
5. **Contracts.** Agencies awarded funding under this provision shall be contacted in accordance with the policies stated in Section 6.70.

B. Matching / Leveraged Funds

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

6.90 Ethics and Standards of Conduct

A. Ethical Standards for Employees and Trust Members

Every Employee and Trust Member has the responsibility to maintain the confidence of the citizens of Alachua County by conducting the Procurement process in an ethical, fair and transparent manner. Employees and officials shall act in good faith to discharge their duties and avoid either the intent or appearance of unethical practices in Procurement relationships, actions and communications. Any attempt to realize personal gain from the Procurement process is a breach of a public trust. All TRUST Employees and Trust Members shall govern themselves in accordance with the standards of conduct as set forth in the Trust Bylaws and F.S. Ch. 112.

B. General Ethical Standards for Non-Employees.

Any effort to influence any public Employee to breach the standards of ethical conduct is a breach of ethical standards.

C. General Ethical Standards for Vendors.

1. No vendor shall discuss or consult with other vendors intending to compete for the same or similar Contract for the purpose of bid rigging, collusion or other activities that are illegal, unethical or limiting competition. No vendor shall submit false information or intentionally submit misleading information.
2. No vendor shall submit false information or intentionally submit misleading information.
3. After the issuance of any Solicitation, no current or prospective vendor or any Person acting on their behalf, shall contact, communicate with or discuss any matter relating to the Solicitation with any TRUST Employee or Trust Member, other than the Executive Director or his/her designee. The prohibition ends upon execution of the final Contract or upon cancellation of the Solicitation. Any current or prospective vendor that lobbies any Trust employee or elected or appointed official while a Solicitation is open or being recommended for award may be deemed ineligible for award of that Solicitation by the Executive Director and may be subject to suspension or debarment outlined in 6.80 (E).

D. Process for disciplining agency employees who violate the procurement policies or code of ethics

Employees who violate any Section of this Policy may be subject to discipline or termination.

E. Protests

Any actual or prospective bidder or proposer, who is allegedly aggrieved in connection with the issuance of a bid or proposal package or pending award of a contract, may protest the decision by following the procedure below.

1. **Posting.** The Trust shall publicly post the award on TRUST's website within three full business days after the Board's award decision has been made. All bidders or proposer will be sent an email with the notice of award to the email address provided in the bid or proposal.
2. **Requirements to Protest.**
 - a. A formal written protest must be filed no later than 5:00 PM, on the fifth business day after the notice of award has been posted. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, applicable section(s) of the solicitation or Board policy, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
 - b. A formal written protest is considered filed when the Executive Director receives it and it is date-stamped by the Trust. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the actual or prospective Applicant.
3. **Sole Remedy.** These procedures shall be the sole remedy for challenging an award of bid or proposal. Bidders or proposers are prohibited from attempts to influence, persuade, or promote a protest through any other channels or means.
4. **Authority to Resolve.** The Executive Director shall resolve the protest in accordance with the terms of the bid or proposal and shall render a written decision to the protesting party no later than 5:00 PM on the fifth business day after the filing of the protest.
5. **Review of Executive Director's Decision.**
 - a. The protesting party may request a review of the Executive Director's decision by the Board by delivering a written request for review of the decision to the Executive Director by 5:00 PM on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the Applicant deems relevant to the issues raised in the request for review.
 - b. The Board will consider the request for review at the next regularly scheduled Board meeting after the request is received. It is within the Board's discretion whether to allow testimony or argument from the

protesting party at the Board meeting. If it is determined by majority vote of Board members present at the meeting that the award is in violation of law or the regulations and internal procedures of the Budget and Business Services Division or any another applicable authority, the Board shall cancel or revise the award as deemed appropriate within three business days after the Board meeting.

- c. If it is determined by majority vote of Board members present at the meeting that the award should be upheld, the Board shall direct staff to notify the protesting party in writing of the Board decision with a copy furnished to all substantially affected persons or businesses within three business days of the Board meeting. The decision shall be final and conclusive as to the Trust.

6. Stay of Procurement during Protests. The decision to stay a procurement during protests shall be at the sole discretion of the Executive Director.

6.100 Compliance with State or Federal Requirements.

Where a Procurement action involves the expenditure of state or federal assistance or Contract funds, the Procurement shall comply with such state or federal law and authorized Regulations which are mandatorily applicable and which are not presently reflected in this Policy.

File Attachments for Item:

10. Interlocal Agreement Between the Children's Trust of Alachua County, the Clerk of The Circuit Court of The Eighth Judicial Circuit, and the Board of County Commissioners of Alachua County, Florida.

**Item:**

Interlocal Agreement Between the Children's Trust of Alachua County, the Clerk of The Circuit Court of The Eighth Judicial Circuit, and the Board of County Commissioners of Alachua County, Florida.

Requested Action:

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

Background

Chapter 26.03 (8) of the Alachua County Code of Ordinances authorizes the Children's Trust of Alachua County "to enter into agreements with government agencies to provide administrative services."

The primary changes in this agreement from the previous agreement are as follows:

1. Changes the relationship with the County's IT Division to a fee-for-service arrangement.
2. Converts the Trust's employees from employees budgeted under the BoCC to employees of the Trust.
3. Moves all Trust-related procurement functions directly under the Trust.
4. Contracts with the BoCC for Risk Management services related to health, dental, and vision insurance.
5. Requires the Trust to establish an independent relationship with the Florida Retirement System.

Attachments

Interlocal Agreement Between the Children's Trust of Alachua County, the Clerk of The Circuit Court of The Eighth Judicial Circuit, and the Board of County Commissioners of Alachua County, Florida

Programmatic Impact:

None

Fiscal Impact:

\$75,750 Administrative costs plus additional fees as incurred

Recommendation:

Staff Recommends approval

**INTERLOCAL AGREEMENT BETWEEN
THE CHILDREN'S TRUST OF ALACHUA COUNTY, THE CLERK OF THE CIRCUIT
COURT OF THE EIGHTH JUDICIAL CIRCUIT, AND THE BOARD OF COUNTY
COMMISSIONERS OF ALACHUA COUNTY, FLORIDA**

THIS INTERLOCAL AGREEMENT made and entered into this _____ day of _____ A.D. 20____, by and between the Children's Trust of Alachua County, hereinafter referred to as "CTAC"; the Clerk of the Circuit Court, Eighth Judicial Circuit, in and for Alachua County, hereinafter referred to as "Clerk"; and Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County." Collectively, CTAC, the Clerk and the County are hereinafter referred to as the "Parties."

WITNESSETH:

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

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

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

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

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

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

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

1. Term.

After execution by the Parties, this Agreement shall commence on October 1, 2020, and become effective upon filing as provided in paragraph 21, below, and continue through September 30, 2021, unless earlier terminated as provided herein. The Parties have the option to extend the Term of this Agreement for additional one-year periods under the same terms and

conditions. All extensions shall be in writing, signed by all Parties, and filed as provided in paragraph 21, below.

2. Duties of CTAC.

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

3. Duties of the County.

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

4. Duties of the Clerk.

41. The Clerk shall have and perform the duties as detailed in “**Attachment C: Duties of the Clerk.**”

5. Payment.

51. In consideration of the provision of services outlined in this Agreement, CTAC shall compensate the County in FY 2020-2021 as set out below:

Clerk Administrative Services:

Auditing, Accounting, and Treasury	\$45,000
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County Administrative Services:

Human Resources	Actual hourly rate plus 35% for benefits
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Risk Management	See Attachment D
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ITS	\$18/month per phone line phone service
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\$18/month per Jabber device
(Phone services will be billed directly to the Trust from IT)

\$200/month/user for IT support, including Helpdesk, imaging, hardware standardization, and consultation, text messaging storage and antivirus protection

Legal	\$22,000
Financial Software Hosting Fee	\$8,750
Subtotal Administrative Fees (Max)	\$75,750, plus hourly charges

TOTAL ADMIN AND PERSONNEL FEES **TBD**

52. The Clerk will send an invoice to CTAC each month for services that were provided under the agreement in the prior month. Fixed fee services will be billed 1/12th per month and pass through costs will be billed based on actual expenditures. As an example, the Clerk will issue an invoice to CTAC on November 1st for services provided the prior month between October 1st – 31st. Telephone services provided through IT will be billed separately through IT.

53. All invoices shall be processed and paid in accordance with the provisions of Chapter 218, Part VII (“Florida Prompt Payment Act”), Florida Statutes.

6. Notice.

Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from a party to another party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless delivery is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by another party. For purposes of all notices, the representatives of the County, Clerk and CTAC are:

County:
County Chair
12 S.E. 1st Street
Gainesville, FL 32601

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

CTAC:
Tina Certain, Treasurer
P.O. Box 5669
Gainesville, FL 32601

A copy of any notice, request, or approval to the County must also be sent to:

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

7. Default and Termination.

71. The failure of any party to comply with any provision of this Agreement will place that party in default. The party claiming default shall notify the defaulting party in writing. This notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall have 30 days to cure the default or to enter into an agreement to cure with the complaining party. The County Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Chair is authorized to provide final termination notice on behalf of the County to CTAC. The CTAC Director is authorized to provide written notice of default on behalf of CTAC, and if the default situation is not corrected within the allotted time the CTAC Chair is authorized to provide notice of termination on behalf of CTAC to the County or the Clerk.
72. Additionally, any party may terminate this Agreement without cause by providing no less than 180 days written notice to the other parties. The County Manager is authorized to provide written notice of termination on behalf of the County to the CTAC. The CTAC Director is authorized to provide written notice of termination on behalf of CTAC to the County or the Clerk. The Parties will discontinue all services upon the effective date of the termination and any party's recovery against another shall be limited to that portion of the Agreement amount earned through and including the date of termination, but no party shall be entitled to any other or further recovery against another party, including, but not limited to damages, consequential or special damages, or any anticipated fees or profit.
73. Disputes under this Agreement shall be handled in accordance with Chapter 164, Florida Statutes.

8. Project Records.

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

9. Sovereign Immunity.

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

10. Assignment of Interest.

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

11. Successors and Assigns.

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

12. Third Party Beneficiaries.

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

13. Severability.

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

14. Non-Waiver.

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

15. Governing Law and Venue.

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

16. Attachments.

16.1. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

17. Amendments.

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

18. Captions and Section Headings.

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

19. Construction.

19.1. This Agreement shall not be construed more strictly against one party than against the others merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that all Parties have substantially contributed to the preparation of this Agreement.

20. Counterpart.

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

21. Recording of Interlocal Agreement and Amendments.

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

22. Termination of Alachua County Employees

- 22.1 Effective 11:59 p.m. on 9/30/20 those individuals employed by Alachua County under the prior interlocal agreement which provided services to CTAC who have been contracted with or employed by CTAC shall cease to be employed by Alachua County. It is the understanding of the parties that these individual's employment shall commence with CTAC upon the end of their employment with the County.

All leave and sick time that has been accrued with Alachua County shall transfer to their credit with the CTAC.

- 22.2 As of October 1, 2020 all employees of Alachua County who have transferred to CTAC will be reported to FRS as being terminated under the County's FEIN and will be reported to FRS as being covered and accounted for under the FEIN of the Trust.

23. Entire Agreement

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

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

ALACHUA COUNTY, FLORIDA

CTAC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

ATTEST

Alachua County Attorney's Office

ATTEST:

CLERK

CLERK: _____

By: _____

(COUNTY SEAL)

Name: _____

Title: _____

Date: _____

ATTACHMENT A: Duties of CTAC

- 1.1. Execute engagement letter with County's external audit firm for annual audit
- 1.2. Make provisions for all payroll services.

DRAFT

ATTACHMENT B: Duties of County

1.1. Human Resources

1.1.1. Consultation on a fee-based, as needed basis.

1.2. Risk Management

1.2.1. For purposes of participation in applicable benefits programs.

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

1.4. Legal

1.5. Financial Software Hosting Services

2. Provide meeting space for official CTAC Board Meetings

DRAFT

Attachment C: Duties of the Clerk

1. Provide Auditing, Accounting, and Treasury services including the following:
 - 1.1. Cash Receipts
 - 1.2. Revenue Collections
 - 1.3. Accounts Receivable
 - 1.4. Investments, including recommendations for Investment Policy
 - 1.5. Grants Single Audit Schedule
 - 1.6. Accounts Payable including pre-audit of all payment requests
 - 1.7. Fixed Assets
 - 1.8. Surplus Property
 - 1.9. Financial Reporting
 - 1.9.1. Quarterly financial reports
 - 1.9.2. Audited Annual Financial Report
 - 1.9.3. Annual Comptroller's Report
 - 1.9.4. Single Audit
 - 1.9.5. Post Audit Follow-up

ATTACHMENT D
PARTICIPATION IN COUNTY BENEFITS PLAN

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

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

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

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

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

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

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

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

As to CTAC

Children's Trust of Alachua County
 PO Box 5669
 Gainesville, FL 32627

6. This Agreement may be amended by mutual written agreement executed by the

parties.

7. This Agreement shall be governed in accordance with the laws of the State of Florida.

8. This Agreement shall take effect once it has been executed by both parties and recorded as required by law.

9. To the extent that any employees of CTAC participated in the Alachua County Employee Benefits plan on 9/30/20 and continues to participate during their term of employment with CTAC beginning 10/1/20, their coverage under the plan shall continue uninterrupted.

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