

**SECOND 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 SECOND 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

becomes 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

County Administrative Services:

Human Resources Actual hourly rate plus 35% for benefits

New World Technical Support Actual hourly rate plus 35% for benefits

Risk Management See Attachment D

ITS \$18/month per phone line phone service

\$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 delivered by personal delivery 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:	Clerk:	CTAC:
County Chair	J.K. “Jess” Irby, Esq.	Tina Certain, Treasurer
12 SE 1 st Street	12 SE 1 st Street	P.O. Box 5669
Gainesville, FL 32601	Gainesville, FL 32601	Gainesville, FL 32601
	Attn: Finance and Accounting	

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.

- 7.1. 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: _____

Lee Pinkoson
By: Lee Pinkoson (Sep 2, 2020 11:58 EDT)

Name: _____

Name: Lee Pinkoson

Title: _____


Title: Chair

Date: _____

Date: Sep 2, 2020

APPROVED AS TO FORM

ATTEST


5B996541CE30410...
Alachua County Attorney's Office

ATTEST:

CLERK

CLERK: _____

By: _____

(COUNTY SEAL)

Name: _____

Title: _____

Date: _____

ATTACHMENT A: Duties of CTAC

- 1.** Execute engagement letter with County's external audit firm for annual audit
- 2.** Make provisions for all payroll services.

ATTACHMENT B: Duties of County

1.1. Human Resources

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

1.5.1. New World Technical Support

2. Provide meeting space for official CTAC Board Meetings and office space for the Executive Director until permanent space is procured by CTAC.

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.






FY 21 Interlocal - CTAC County Clerk 8-26-20

Final Audit Report

2020-09-02

Created:	2020-09-01
By:	Ashley Morgan-Daniel (amd@childrenstrustofalachuacounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbtUtgilxcKXIKw_haLHybpnc7Tsn7XK

"FY 21 Interlocal - CTAC County Clerk 8-26-20" History

-  Document created by Ashley Morgan-Daniel (amd@childrenstrustofalachuacounty.us)
2020-09-01 - 11:29:08 PM GMT- IP address: 216.194.144.254
-  Document emailed to Lee Pinkoson (lpinkoson@aol.com) for signature
2020-09-01 - 11:35:00 PM GMT
-  Email viewed by Lee Pinkoson (lpinkoson@aol.com)
2020-09-02 - 3:55:10 PM GMT- IP address: 174.227.144.250
-  Document e-signed by Lee Pinkoson (lpinkoson@aol.com)
Signature Date: 2020-09-02 - 3:58:09 PM GMT - Time Source: server- IP address: 174.227.144.250
-  Signed document emailed to Lee Pinkoson (lpinkoson@aol.com) and Ashley Morgan-Daniel (amd@childrenstrustofalachuacounty.us)
2020-09-02 - 3:58:09 PM GMT

Certificate Of Completion

Envelope Id: 82E6EF5A39514204A1C475406619A49F	Status: Completed
Subject: Please DocuSign: FY 21 Interlocal - CTAC County Clerk 8-26-20 - signed.pdf	
Source Envelope:	
Document Pages: 13	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Thomas (Jon) Rouse
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	trouse@alachuacounty.us
	IP Address: 216.194.144.254

Record Tracking

Status: Original 9/3/2020 11:43:50 AM	Holder: Thomas (Jon) Rouse trouse@alachuacounty.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

Sylvia Torres
STorres@alachuacounty.us
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Uploaded Signature Image
Using IP Address: 216.194.144.254

Timestamp

Sent: 9/3/2020 11:50:17 AM
Resent: 9/7/2020 4:09:10 PM
Viewed: 9/7/2020 4:13:22 PM
Signed: 9/7/2020 4:35:21 PM

Electronic Record and Signature Disclosure:
Accepted: 9/7/2020 4:13:22 PM
ID: bb0b7850-3f38-49ca-bf14-ec93fa1144ae

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/7/2020 4:09:10 PM
Certified Delivered	Security Checked	9/7/2020 4:13:22 PM
Signing Complete	Security Checked	9/7/2020 4:35:21 PM
Completed	Security Checked	9/7/2020 4:35:21 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.