

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

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

WITNESSETH:

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

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

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

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

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

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

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

1. Term.

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

2. Duties of CTAC.

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

3. Duties of the County.

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

4. Payment.

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

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

TOTAL ADMIN AND PERSONNEL FEES

TBD

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

5. Notice.

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

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

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

AND

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

AND

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

6. Default and Termination.

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

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

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

7. Project Records.

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

8. Sovereign Immunity.

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

9. Assignment of Interest.

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

10. Successors and Assigns.

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

11. Third Party Beneficiaries.

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

12. Severability.

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

13. Non-Waiver.

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

14. Governing Law and Venue.

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

15. Attachments.

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

16. Amendments.

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

17. Captions and Section Headings.

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

18. Construction.

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

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

19. Counterpart.

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

20. Recording of Interlocal Agreement and Amendments.

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

21. Entire Agreement

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

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

ALACHUA COUNTY, FLORIDA

CTAC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

+

Alachua County Attorney

CTAC Attorney

ATTEST:

ATTEST:

DRAFT

ATTACHMENT A: Duties of CTAC

Pay for services, as outlined in agreement.

DRAFT

ATTACHMENT B: Duties of County

1.1. Risk Management

1.1.1. For purposes of participation in applicable benefits programs.

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

1.3. Legal

1.4. Financial Software Hosting Services – New World Technical Support

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Attachment C: Risk Management

PARTICIPATION IN COUNTY BENEFITS PLAN

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

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

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

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

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

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

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

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

As to CTAC

Children's Trust of Alachua County

PO Box 5669
Gainesville, FL 32627

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

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