

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

THIS EXTENSION OF THE THIRD INTERLOCAL AGREEMENT is made and entered into this _____ day of _____ A.D. 2023, 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 of the Alachua County Code, titled ‘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 Code, 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

WHEREAS, the County and CTAC entered into a Third Interlocal Agreement, which was recorded the Official Records of Alachua County Book 4939/Page 425 on October 11, 2021, which provided the ability for the Parties thereto to extend the term for additional one-year periods under the same terms and conditions;

WHEREAS, by this Second Extension the parties wish to extend the term of the Third Interlocal Agreement on the same terms for Fiscal Year 2022-23.

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 that the Third Interlocal Agreement between the Parties shall be amended as follows:

1. Extension of Term.

After execution of this Agreement by the Parties, the Third Interlocal Agreement shall commence on upon recording, and becomes effective upon filing as provided in paragraph 21, below, and continue through September 30, 2024, unless earlier terminated as provided herein. Extensions shall be as provided in the Third Interlocal Agreement recorded at Book 4939 and Page 425 in the Official Records of Alachua County.

2. Attachments.

Upon the effective date of this Agreement, the Parties agree that Attachment B and Attachment C attached to this Second Extension Agreement shall replace those attached to the Third Interlocal Agreement, and shall be considered incorporated therein.

3. Remainder of Agreement.

The remainder of the terms and conditions shall be as set forth in the Third Interlocal Agreement as modified by Attachments B and C and with the exception that the Parties, by mutual written agreement, may vary the financial terms by written agreement without amending this Interlocal.

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: Tina Certain

Title: Chair

Title: Chair

Date: _____

Date: _____

APPROVED AS TO FORM

ATTEST

Alachua County Attorney's Office

Treasurer of the Trust

ATTEST:

CLERK: _____

APPROVED AS TO FORM

(COUNTY SEAL)

Counsel to the Trust

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

1.4.1. New World Technical Support

ATTACHMENT C
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 which are 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.