

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

THIS RESTATED INTERLOCAL AGREEMENT (“Agreement”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2024, 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

**WHEREAS**, on September 24, 2019, the County and CTAC and the Clerk entered into an Interlocal Agreement, and subsequent Amendments to such 2019 Interlocal Agreement, which provided mutual benefit to the County and CTAC; and

**WHEREAS**, the County and CTAC desire now to enter into a restated Interlocal Agreement.

**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.**

This Interlocal Agreement shall commence on October 1, 2024, and becomes effective upon filing with the Clerk of the Court of Alachua County (“effective date”), and shall continue on an ongoing basis, unless earlier terminated as provided herein. Upon the effective date of this Agreement, the 2019 Interlocal Agreement between the Parties and its several Amendments dated 6/23/2020, 9/22/2020 and 9/28/2021 will be considered automatically terminated and the Parties will be released of the duties set forth therein.

**2. Purpose.**

- 2.1. The purpose of this Agreement is to allow the employees of the CTAC to participate in the Employee Benefit Plan offered by the County to its Employees to the same extent that that program is available to County Employees. This includes Health, Dental, Vision and such other supplemental coverages as the CTAC wishes to participate in. The CTAC shall pay for these benefits on a monthly basis in advance as invoiced and shall coordinate coverages with County Risk Management for those employees of CTAC who are added to the Benefits Plan and those who cease to be eligible for the plan.
- 2.2. Additional services to be provided under this agreement includes services by the County Attorney’s office, Department of Information Technology and the County’s Department of Facilities Management.
- 2.3. From time to time the CTAC may request, and the County may furnish additional services to CTAC. To the extent that these services are within the contract authority of the County Manager she may enter into an agreement to provide such services, otherwise the request must be approved by the Board of County Commissioners. Any such request must be in writing.
- 2.4. All services provided by the County under this agreement must be provided at no less than the cost to the County in providing those services.

**3. 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. Notices via email shall be deemed to have been received within two (2) business days after emailing, otherwise delivery shall be as documented by receipt. For purposes of all notices, the representatives of the County and CTAC are:

County:  
Alachua County Manager  
12 S.E. 1<sup>st</sup> Street  
Gainesville, FL 32601

CTAC:  
Executive Director  
4010 NW 25<sup>th</sup> PL  
Gainesville, FL 32606

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

Alachua County Procurement, Attn: Contracts  
acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting  
dmw@alachuaclerk.org

**4. Default and Termination.**

41. 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 may terminate this Agreement. 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.
42. 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. 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.
43. Disputes under this Agreement shall be handled in accordance with Chapter 164, Florida Statutes.

**5. Public Records.**

All public 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 public 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 confidential or exempt from the Florida Public Records Act and/due to other State of Florida and federal laws.

**6. Sovereign Immunity.**

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.

**7. Assignment of Interest.**

No party may assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this

Agreement without prior written consent of the other parties.

**8. Successors and Assigns.**

The County 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.

**9. Third Party Beneficiaries.**

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

**10. Severability.**

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

**11. Non-Waiver.**

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

**12. Governing Law and Venue.**

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, Florida.

**13. Amendments.**

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.

**14. Captions and Section Headings.**

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

**15. Construction.**

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.

**16. Counterpart.**

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.

**17. Entire Agreement.**

This Agreement constitutes the entire agreement between the Parties 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: \_\_\_\_\_

Mary C. Alford, Chair

Name: \_\_\_\_\_

Board of County Commissioners

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

ATTEST

\_\_\_\_\_  
Alachua County Attorney's Office

\_\_\_\_\_

ATTEST:

CLERK

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_