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TAB A



Item:

Ratification of February 17, 2020 Meeting

Requested Action:

The Trust is asked to ratify the actions from the February 17, 2020 meeting

Background

On February 14th, Governor Ron DeSantis appointed five (5) members to the Trust. Prior to being sworn in, the Trust took several actions at the February 17, 2020 meeting, including:

1. Election of officers
2. Resolution 20-02 – Executive Director Spending Authority
3. Program and Funding Policy No. 1 -- Capital Equipment
4. Charge to the Technical Advisory Committee

While a quorum was present even without the five new Trust members, ratifying the previous action is appropriate now that all members have been sworn in.

Attachments

None

Programmatic Impact:

None

Fiscal Impact:

None

Recommendation:

Staff recommends approval

TAB B



Item:

Consent Agenda

Requested Action:

The Trust is asked to approve the consent agenda.

Background:

Any member of the Trust or public 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.

Attachments:

February 17, 2020 Meeting Minutes

Technical Advisory Committee – February 21, 2020 Minutes

Technical Advisory Committee – March 13, 2020 Minutes

Revised Proposal – Boys and Girls Club of Alachua County Merger

Revised Proposal – CDS Family and Behavioral Health Services, Inc.

Revised Proposal – Black on Black Crime Task Force

Programmatic Impact:

None

Fiscal Impact:

None

Recommendation:

Staff recommends approval

Children's Trust of Alachua County

Mon., Feb. 17, 2020 | 4:00 pm |

Alachua County Administration Building (Jack Durrance Auditorium)

Members Present:

Lee Pinkoson, *Former Alachua County Commissioner* (Chair)
Dr. Maggie Labarta, *Retired from Meridian Behavioral Healthcare* (Vice Chair)
Tina Certain, *Alachua County School Board Member* (Treasurer)
Ken Cornell, *Alachua County Commissioner*
Honorable Susanne Wilson-Bullard, *8th Judicial Circuit*
Cheryl Twombly, *DCF Community Development Administrator*
Dr. Patricia Snyder, *University of Florida*
Dr. Nancy Hardt, *Retired from University of Florida College of Medicine*
Dr. Karen Cole-Smith, *Santa Fe College*

Staff Present:

Collin Murphy, *Executive Director of the Children's Trust of Alachua County*
Robert Swain, *Senior Assistant County Attorney*

1. Call To Order

Interim Chair Cornell called the meeting to order at 4:00 pm.

2. Agenda Review, Revision, and Approval

Interim Chair Cornell reviewed the agenda and noted the addition of an item, Election of Officers, in response to the Governor's recent appointments.

Motion by Member Wilson-Bullard to approve the agenda with the additional item. Second by Member Pinkoson. Call for public comment. Motion carried 9-0

3. Additional Item: Election of Officers

Interim Chair Cornell welcomed the newest appointed members to the Trust and asked Judge Wilson-Bullard to take the gavel.

Member Cornell nominated Lee Pinkoson as Chair, Dr. Maggie Labarta as Vice-Chair and Tina Certain as Treasurer. Second by Member Snyder. Call for other nominations. Call for public comment. Motion carried 9-0.

4. Agenda Review, Revision and Approval (Including Approval of Consent Agenda Items)

Member Cornell moved to adopt the remaining agenda items and approval of the consent agenda items. Certain requested clarification about Sunshine laws. Attorney Swain provided clarification. Second by Member Wilson-Bullard. Call for public comment. Motion carried 9-0.

5. Executive Director Report

Mr. Murphy made comments about contracts, email, and revised budgets and scopes of service. He also indicated he was making some revisions to his initial 90 day plan.

Transformational Professional Development for Early Care and Education Providers (Dorothy Thomas), Healthy Social and Emotional Development and Family Support (Stacey Merritt) and NewboRN Home Visiting Program (Julie Moderie) made presentations and answered Member questions.

6. Resolution 20-02 - Executive Director Spending Authority

Mr. Murphy handed out a revised Resolution 20-02 which allows the Executive Director to expend funds on behalf of the Trust in order to carry out its functions. Members reviewed the resolution and made comments.

Member Cornell moved to adopt the resolution, with necessary changes. Second by Member Labarta. Call for public comments. Motion carried 9-0.

7. Program and Funding Policies No. 1 - Capital Equipment

Mr. Murphy presented a draft policy outlining the terms and obligations of agencies who receive funding for capital and equipment purchases.

Member Cornell moved to accept the policy. Second by Member Wilson-Bullard. Call for public comments. Motion carried 9-0.

8. Charge to the Technical Advisory Committee

Mr. Murphy presented a formal charge for the Technical Advisory Committee, with a target goal for the committee's work to be completed by April 27, 2020.

After discussion between members of the Trust, Member Cornell moved to adopt the charge as presented. Second by Member Wilson-Bullard. Call for public comments. Motion carried 9-0.

9. Call for Public Input

Chair Pinkoson called for comments from the public. Comments received.

10. Board Member General Comments

The members of the Trust gave their final comments.

11. Adjournment

Chair Pinkoson adjourned the meeting at 6:07 pm.

Recorded by:

LaRaven Temoney, Intern

Revised by:

Thomas Tonkavich, Liaison

Children's Trust of Alachua County
Technical Advisory Committee Meeting

Friday, February 21, 2020 | 1:00 pm | Alachua County Community Support Services
(Conference Room A)

Members Present: Dr Herman Knopf, Dr. Maureen Conroy, Dr. Diedre Houchen, Dr. Pat Snyder, Dr Maggie Labarta, Professor Mae Quinn, Roger Dolz, Dr. Naima Brown,

Members Calling In: Carol Ruth, Dr. Kate Fogarty

Staff Present Colin Murphy, Executive Director, Children's Trust of Alachua County; Tom Tonkavich, Assistant Director, Community Support Services; Cindy Bishop, CAPP/CHOICES Program Manager

1. Call to Order
Dr. Knopf called the meeting to order at 1:04 pm.
2. Approval of Draft Minutes November 22, 2019, December 6, 2019, and January 3, 2020, January 17, 2020
Dr. Labarta moved to approve the meeting minutes, seconded by Dr Houchen. Motion carries unanimously.
3. Review of the Charge to the Technical Advisory Committee
Dr. Knopf read out the Charge to the Technical Advisory Committee approved by the Children's Trust of Alachua County.
4. Overview of Results-Based Accountability
Colin Murphy reviewed results-based accountability with the committee and discussed definitions of terms.
5. Review and Conceptualize Current Results or "Buckets"
Dr. Houchen reviewed her research and recommended the committee follow the Palm Beach County model with some revisions. A copy of the model was distributed to the committee members. Discussion followed; Dr. Houchen will compile revisions for the next meeting.
Further discussion followed with the following Results agreed upon by consensus, subject to further revision if necessary:
 1. All children are born healthy and remain healthy
 2. All children have nurturing, supportive caregivers and relationships
 3. All children learn what they need to be successful
 4. All children are connecting with and contributing to the community
 5. All children live in a safe community

6. Action Plan-Expected Timeline to Complete the Charge
Members agreed April 24, 2020 projected date of completion is reasonable and can be accomplished
7. Future Meeting Dates
Future meeting dates were determined to be March 13, 2020 and March 27, 2020.
8. Topics for Next Meeting Agenda
Dr. Knopf's team will organize the indicators within the new results categories and use proactive rates where available and appropriate. Primary sources and data years available will be included.
9. Public Comment
No Public Comment
10. Committee Member General Comments
No member comments
11. Adjournment
Dr. Knopf adjourned the meeting at 2:16 pm.

Children's Trust of Alachua County
Technical Advisory Committee Meeting

Friday, March 13, 2020 | 1:00 pm | Alachua County Community Support Services
(Conference Room A)

Members Present: Dr Herman Knopf, Carol Ruth, Dr. Nancy Hardt

Members Calling In: Dr Pat Snyder, Dr Maureen Conroy, Dr. Maggie Labarta,

Staff Present Colin Murphy, Executive Director, Children's Trust of Alachua County, Cindy Bishop, CAPP/CHOICES Program Manager

1. Call to Order

Dr Knopf called the meeting to order at 1:04 pm.

2. Approval of Draft Minutes February 7, 2020 and February 21, 2020

No Quorum. No recommended changes to DRAFT minutes by members present.

3. Discussion and Review of Indicators

Discussion of too many indicators vs too few. General discussion of indicators and sources of data. Suggestion to add breast feeding initiation rates and occurrence of neonatal abstinence syndrome to indicators of early childhood health. Discussion of DCF and PFSF as better sources of children in foster care rates. Consensus to drive the process forward by asking members to compile lists of indicators to keep, strike, add, and add-in-future. Lists should be sent to Colin Murphy.

4. Topics for Next Meeting Agenda

Dr Knopf's team will continue to organize and compile data, including lists submitted by members.

5. Public Comment

No Public Comment

6. Committee Member General Comments

No member comments

7. Adjournment

Dr Knopf adjourned the meeting at 2:00 pm.



Item:

Revised Proposal – Boys and Girls Club of Alachua County Merger

Requested Action:

The Trust is asked to authorize the Executive Director to contract with the Boys and Girls Club of Northeast Florida, Inc. instead of the original applicant.

Background

The Boys and Girls Club of Alachua County was the original applicant in RFA 20-397. In the time between the application period and the contract period, the organization has merged with the Boys and Girls Club of Northeast Florida, Inc.

Services would proceed as described in the original application.

Attachments

1. Merger Agreement

Programmatic Impact:

None

Fiscal Impact:

None

Recommendation:

Staff recommends approval

ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT (this "Agreement") is made and entered into this day of January 25, 2020, between **BOYS AND GIRLS' CLUBS OF NORTHEAST FLORIDA, INC.**, a Florida not-for-profit corporation (hereafter called "B&G Club NEFL") and **BOYS & GIRLS CLUBS OF ALACHUA COUNTY, INC.**, a Florida not-for-profit corporation (hereafter called the "B&G Club Alachua"). In consideration of the covenants, promises, warranties, and representations contained herein, the parties hereto agree as follows.

RECITALS:

- A. B&G Club Alachua, in furtherance of its mission, operates the _____ programs located at 2661 NW 51st St, Gainesville, FL 32607 (the "Transferred Operation") which provides after school support to children in the area.
- B. B&G Club Alachua wishes to transfer the Transferred Operation to B&G Club NEFL together with certain Assets and Real Property related thereto (as hereinafter defined), and B&G Club NEFL wishes to take over the Transferred Operation in furtherance of its mission. B&G Club NEFL has been awarded a 21st Century Grant in order to provide funding to provide for the take over and operation of the Transferred Operation (the "Grant").

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Acquisition. B&G Club NEFL agrees to acquire from B&G Club Alachua, and B&G Club Alachua agrees to transfer to B&G Club NEFL, free and clear of all liens and charges except as permitted herein, the Transferred Operation together with the Assets and Real Property, but none of the liabilities, except as otherwise specifically set forth herein.
2. Assets. The assets to be transferred by B&G Club Alachua and acquired by B&G Club NEFL pursuant to this Agreement (the "Assets") are:
 - (a) All equipment, tools, fixtures, office equipment and supplies, computer systems, and all other tangible personal property and inventory of B&G Club Alachua which are used to operate the Transferred Operation which are listed on Exhibit A attached hereto.
 - (b) The goodwill of B&G Club Alachua with respect to the Transferred Operation, such as the telephone numbers and signs, if any, used in the locations of the Transferred Operation. B&G Club NEFL may also use the name with respect to the Transferred Operation.
 - (c) All transferrable licenses and permits with state, county, or municipal governmental entities in the State of Florida necessary to operate the Transferred Operation.

(d) All contracts, grants or other agreements related to the Transferred Operation which are listed on Exhibit B attached hereto and the originals (if available, otherwise copies) of all contracts or other records of B&G Club Alachua pertaining to such operations to the extent such contracts and accounts are assignable and consent to same is given by the other contracting party or parties. B&G Club Alachua shall use its best efforts to obtain such consent on or before Closing, as hereinafter defined. To the extent necessary, B&G Club NEFL shall reasonable assist and cooperate with B&G Club Alachua to obtain such consents on or before Closing.

(e) Certain of B&G Club Alachua's accounts receivable for those services performed following the Closing by B&G Club NEFL.

(f) All grants along with the balance of restricted cash related to the grants.

(g) All of B&G Club Alachua's right, title and interest in and to all real property and improvements thereon set forth in Exhibit C attached hereto (the "Real Property").

3. Liabilities, B&G Club Alachua Funding. At the Closing, B&G Club NEFL shall execute and deliver to B&G Club Alachua an undertaking wherein B&G Club NEFL will assume obligations and liabilities related to the operation of the Transferred Operation from and after the date of the Closing; provided, however, B&G Club Alachua will provide B&G Club NEFL the following financial assistance:

B&G Club Alachua will transfer all accounts to B&G Club NEFL at Closing. A separate Sports Account will be maintained at First Federal Bank of Florida for funds collected at sporting events. B&G Club Alachua warrants that not less than \$ _____ will be in such transferred accounts at the time of Closing.

All operating expenses and liabilities pursuant to those contracts for the Transferred Operation that exist up to the Closing shall remain the sole responsibility of the B&G Club Alachua.

4. Purchase Price: Payment. The purchase price for the Transferred Operation and Assets is One and No/100 Dollars (\$1.00).

5. Title Defects. Within ten (10) days prior to the Closing, B&G Club NEFL shall obtain a title commitment and deliver to B&G Club Alachua an accurate and complete copy of the title commitment, along with a written statement of any title objections (the "Title Objection Notice"). Within five (5) days of receipt of the Title Objection Notice, B&G Club Alachua shall notify B&G Club NEFL as to which objections B&G Club Alachua elects to cure prior to Closing. If B&G Club Alachua does not respond to the Title Objection Notice within such five (5) day period or if B&G Club Alachua elects not to cure such objections, then B&G Club NEFL may (a) terminate this Agreement by providing written notice of such termination to B&G Club Alachua on or before the date of Closing, whereupon the parties shall have no further rights, duties, liabilities or obligations hereunder, or (b) proceed to close and take title subject to such objectionable matter.

6. Covenants as to Real Property. With respect to acquisition of the Real Property, B&G Club NEFL covenants and agrees as follows:

- (a) For ten (10) years from the date of Closing, B&G Club NEFL agrees not to sell, transfer, assign, convey or otherwise dispose of the Real Property or any portion thereof, except as follows:
 - (i) The restriction imposed in this Section 6(b) shall not apply in the event the Real Property is damaged or destroyed by an act of God, natural occurrence or other casualty event;
 - (ii) If it is determined by B&G Club NEFL in its reasonable discretion that a lease of the Real Property or any portion thereof is in the financial best interest of B&G Club NEFL and/or the continuation of programs to serve the youth of Alachua County, then B&G Club NEFL, shall be permitted to lease the Real Property or any portion thereof; provided, however, if such lease of the Real Property or any portion thereof is within three (3) years after the date of the Closing, then the prior written consent of the Alachua County AAB (as defined below) will be required, which consent shall not be unreasonably withheld or delayed; and
 - (iii) If it is determined by B&G Club NEFL in its reasonable discretion that a sale, transfer, assignment, conveyance or other disposition of the Real Property or any portion thereof is in the financial best interest of B&G Club NEFL and/or the continuation of programs to serve the youth of Alachua County, then B&G Club NEFL, shall be permitted to sell, transfer, assign, convey or otherwise dispose of the Real Property or any portion thereof; provided, however, if such sale, transfer, assignment, conveyance or other disposition of the Real Property or any portion thereof is within three (3) years after the date of the Closing, then the prior written consent of the Alachua County AAB will be required, which consent shall not be unreasonably withheld or delayed.
- (b) If at any time the Real Property will be sold by B&G Club NEFL in accordance with the foregoing provisions, B&G Club NEFL will provide a right of first refusal to Doug Johnson (the "ROFR"). The terms of the ROFR will be set forth in a separate document in favor of Doug Johnson to be executed and delivered at Closing.
- (c) If at any time during B&G Club NEFL's ownership of the Real Property B&G Club NEFL elects in its discretion to discontinue sports programs on the Real Property, then B&G Club NEFL will offer Doug Johnson the option to lease the Real Property at fair market value (the "Lease Option"). The terms of the Lease Option will be set forth in a separate document in favor of Doug Johnson to be executed and delivered at Closing.

7. Due Diligence. For a period of _____ () days after the date of this Agreement, B&G Club NEFL shall have the opportunity to review during normal business hours the books and records and other relevant information with respect to the Transferred Operation. During such period, B&G Club NEFL shall be entitled to terminate this Agreement upon written notice to the B&G Club Alachua.

8. Adjustments and Prorations. The purchase price shall be pro-rated as of Closing for tangible personal property taxes or other taxes or charges against any asset being transferred herein. Such proration shall be based upon taxes actually assessed for the current calendar year or, in the event such taxes have not been actually assessed, such proration shall be based upon the amount of such taxes for the immediately preceding calendar year; to the extent B&G Club NEFL agrees to assume same, the premium or other recurring cost or charge on any insurance policy, service contract, or real or personal property rent; amounts due for advertising; and any other recurring expense of B&G Club Alachua shall likewise be pro-rated as of Closing.

9. B&G Club Alachua's Conduct of Organization. From the date of this Agreement until the Closing of this transaction, the B&G Club Alachua shall operate the Transferred Operation in a good and businesslike manner, and shall maintain the Assets related to the Transferred Operation in a good operating condition and state of repair so that at the time of Closing same will be in the same condition and state of repair as existed on the date of this Agreement, normal wear and tear excepted.

10. Trial Employment of Certain B&G Club Alachua Employees: Any existing employee of B&G Club Alachua designated on Exhibit D attached hereto shall be invited to become and employee of B&G Club NEFL on or after Closing should such employee have passed any drug testing and immigration check as B&G Club NEFL customarily performs. If such employee meets B&G's Club NE's hiring and selection criteria, then he or she shall be offered employment by B&G Club NEFL on a trial basis only for a period of thirty (30) days. At all times during such trial period of employment, such employee shall be considered an "at will" employee of B&G Club NEFL, terminable by B&G Club NEFL without cause, with cause, or for no reason at all. Notwithstanding the foregoing, no employee of B&G Club Alachua shall be deemed to have any rights under this Agreement or be deemed to be a third party beneficiary under this Agreement.

11. The B&G Club Alachua Area Advisory Board: As of Closing, B&G Club Alachua's then current Board of Directors shall become an Area Advisory Board ("AAB") of B&G Club NEFL, and B&G Club Alachua's directors shall be invited to join said AAB. The AAB shall work with and advise the B&G Club NEFL with respect to the Transferred Operation and matters in the area related to serving the mission of the Boys and Girls Clubs. The AAB must comply with the requirements set forth by B&G Club NEFL for its Area Advisory Boards.

12. Cooperation with Other Entities. Between the date hereof and until Closing, B&G Club Alachua and B&G Club NEFL agree to cooperate with each other regarding any applications or compliance issues with any governmental entities, foundations or major donors, it being

understood that B&G Club Alachua shall remain in ultimate control of the Transferred Operation until Closing.

13. Public Announcements/Confidentiality. Except as may be required by applicable law, regulations and policies, neither B&G Club Alachua nor B&G Club NEFL shall issue any press release or otherwise make any public statement with respect to the Agreement or the transactions contemplated hereby without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

14. B&G Club Alachua's Books and Records. B&G Club Alachua shall make available its books and records of account, including but not limited to, balance sheets, income statements, profit and loss statements, income tax returns, and any records or accounts pertaining to the Transferred Operation for review, inspection and/or copying by B&G Club NEFL's accountants, auditors, or financial consultants at all reasonable times.

15. B&G Club Alachua's Representations. B&G Club Alachua represents to B&G Club NEFL and acknowledges that B&G Club NEFL may rely on the following:

(a) B&G Club Alachua is a not-for-profit corporation duly organized and existing and in good standing under the laws of the State of Florida.

(b) To the best of B&G Club Alachua's knowledge, B&G Club Alachua possesses good and marketable title to all of the Assets, except as set forth in the Title Objection Notice, if any, and has the unconditional right to convey same to B&G Club NEFL. All such Assets are free and clear of any lien, charge, claim, contract or agreement, or other impediment to free and clear ownership of same, without further obligation, by B&G Club NEFL. That certain mortgage in favor of Compass Bank encumbering the Real Property shall be satisfied and released at or prior to the Closing.

(c) To the best of B&G Club Alachua's knowledge, there are no existing, pending or threatened actions, claims, lawsuits, proceedings, collections, or levies by any person or by any private or governmental entity that would or might affect the Transferred Operation or B&G Club NEFL's ability to operate the Transferred Operation as the B&G Club Alachua has been operating same.

(d) All known governmental taxes and special assessments due and payable; all payments due from B&G Club Alachua on any service or other contract, lease, inventory or other purchase invoice; and any other payment applicable to obligations related to the Transferred Operation will be paid current to the day of Closing of the transaction.

(e) To the best of B&G Club Alachua's knowledge, the B&G Club Alachua is, and on the date of Closing will be, in full compliance with all of B&G Club Alachua's obligations under all contracts, or agreements, written or unwritten, of any nature whatsoever with regard to the Transferred Operation.

(f) Any employees of B&G Club Alachua who are subsequently hired by B&G Club NEFL as more particularly described herein, shall have been paid in full all wages, salary and benefits due them from B&G Club Alachua through the Closing, and none shall have any accrued benefits or unpaid salary/wages of any nature for which B&G Club NEFL might become responsible. B&G Club NEFL disclaims any liability for any such charge should a claim be made for same.

16. B&G Club NEFL's Representations. B&G Club NEFL represents to B&G Club Alachua and acknowledges that B&G Club Alachua may rely on the following:

(a) B&G Club NEFL is a not-for-profit corporation duly organized and existing and in good standing under the laws of the State of Florida.

(b) B&G Club NEFL's Articles of Organization authorize it to acquire and operate the Transferred Operation and Assets.

(c) The execution, delivery, and performance of this Agreement by B&G Club NEFL has been duly authorized by proper corporate action.

17. Survival of Representations, etc. All representations, covenants, promises, and warranties of B&G Club NEFL and B&G Club Alachua contained in this Agreement or in any instrument delivered pursuant hereto shall survive the Closing of this transaction for a period of one (1) year; provided, however, that the covenants contained in Section 6 of this Agreement concerning the Real Property shall survive the Closing of this transaction for the period set forth in Section 6 hereof plus one (1) year.

18. Conditions Precedent to B&G Club NEFL's Obligations. The obligations of B&G Club NEFL under this Agreement are subject to fulfillment of each of the following conditions prior to or at the Closing:

(a) All instruments, and documents required of B&G Club Alachua under this Agreement shall be reasonably satisfactory in form and substance to B&G Club NEFL's counsel.

(b) The instruments and conveyances of transfer executed and delivered by B&G Club Alachua at the Closing shall be valid in accordance with their terms and shall effectively vest in B&G Club NEFL good and marketable title to the Assets and Transferred Operation as contemplated by this Agreement, free and clear of any liabilities, obligations, or encumbrances, except those liabilities and obligations expressly assumed by B&G Club NEFL as provided herein.

(c) There shall not have been any material breach of the representations or warranties of B&G Club Alachua contained in this Agreement, and such representations and warranties shall be substantially correct on the Closing date, except as affected by transactions contemplated herein and changes occurring in the ordinary course of business.

- (d) All corporate and other proceedings required to be taken by B&G Club Alachua to authorize it to execute, deliver, and perform this Agreement shall have been duly and properly taken.
- (e) The manner in which B&G Club Alachua is conducting the Transferred Operation shall not be in violation of any applicable law or regulation.

19. Conditions Precedent to B&G Club Alachua's Obligations. The obligations of B&G Club Alachua under this Agreement are subject to fulfillment of each of the following conditions prior to or at the Closing:

- (a) All proceedings, instruments, and documents required of B&G Club NEFL under this Agreement shall be reasonably satisfactory in form and substance to B&G Club Alachua's counsel.
- (b) There shall not have been any material breach of the representations or warranties of B&G Club NEFL contained in this Agreement, and such representations and warranties shall be substantially correct on the Closing date, except as affected by transactions contemplated herein and changes occurring in the ordinary course of business.
- (c) All corporate and other proceedings required to be taken by B&G Club NEFL to authorize it to execute, deliver, and perform this Agreement shall have been duly and properly taken.

20. No Brokers. B&G Club Alachua and B&G Club NEFL represent and warrant to each other that neither has engaged any firm or individual to list, market, sell or assist in the acquisition of the Transferred Operation and Assets, that is due a commission or fee upon the Closing of the sale and purchase contemplated by this Agreement.

21. Indemnity by B&G Club Alachua: B&G Club Alachua shall indemnify and hold harmless B&G Club NEFL and its respective representatives, directors, trustees, subsidiaries, parents, and affiliates from, and shall pay to B&G Club NEFL the amount of, or reimburse B&G Club NEFL for, any loss, cost, expense, liability, claim or damage that B&G Club NEFL may suffer, sustain, or become subject to, as a result of, in connection with, or relating to: (a) any material breach of this Agreement by B&G Club Alachua; (b) any breach of any representation or warranty made by B&G Club Alachua in this Agreement or any other document or writing delivered by B&G Club Alachua pursuant to the transactions contemplated herein; (c) willful misfeasance, bad faith, fraud or negligence in the performance or failure to perform of B&G Club Alachua's obligations, duties and covenants and agreements hereunder; or (d) any liability with respect to the Transferred Operation or Assets existing, incurred, or assumed up to and including the date of Closing. This Section shall survive the Closing or any earlier termination of this Agreement.

22. Indemnity by B&G Club NEFL: B&G Club NEFL shall indemnify and hold harmless B&G Club Alachua and its respective representatives, directors, trustees, subsidiaries, parents, and

affiliates from, and shall pay to B&G Club Alachua the amount of, or reimburse B&G Club Alachua for, any loss, cost, expense, liability, claim or damage that B&G Club Alachua may suffer, sustain, or become subject to, as a result of, in connection with, or relating to: (a) any material breach of this Agreement by B&G Club NEFL; (b) any breach of any representation or warranty made by B&G Club NEFL in this Agreement or any other document or writing delivered by B&G Club NEFL pursuant to the transactions contemplated herein; (c) willful misfeasance, bad faith, fraud or negligence in the performance or failure to perform of B&G Club NEFL's obligations, duties and covenants and agreements hereunder; or (d) any liability with respect to the Transferred Operation or Assets on and after the date of Closing. This Section shall survive the Closing or any earlier termination of this Agreement.

23. Closing Costs. Closing costs for the Real Property shall be paid as follows:

24. Closing Defined. The closing of the transaction contemplated in this Agreement shall occur on January __, 2020, at a mutually agreed upon site unless extended by the agreement of the parties ("Closing"). At Closing, B&G Club Alachua shall deliver to B&G Club NEFL such bills of sale, assignments, deed, or other instruments of transfer as shall be necessary to accomplish the acquisition provided hereby. The form and content of such documents shall be reasonably acceptable to B&G Club NEFL and B&G Club Alachua. Each party shall pay its own attorneys' fees and costs.

25. Attorneys' Fees; Jury Trial Waiver: In any litigation arising from this Agreement or the completed or uncompleted transaction for which it provides, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which that party is entitled. The parties hereby waive any right to a trial by jury in any litigation, action, proceeding, claim or counterclaim, whether in tort or contract, and whether at law or in equity, arising out of or in any way related to this Agreement, and the transaction for which it provides, whether consummated or not.

26. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department.

27. Notices: All notices required or permitted hereby shall be in writing and mailed or hand delivered to the parties as follows:

As to the B&G Club
Alachua:

Boys & Girls Club of Alachua County
2661 NW 51st St
Gainesville, FL 32607
Attn: _____

As to B&G Club NEFL:

Paul Martinez
President/CEO
555 West 25th Street
Jacksonville, FL 32206

With a copy to:

David Edwards
Edwards Cohen
200 West Forsyth Street, Suite 1300
Jacksonville, FL 32202

28. Miscellaneous: This writing contains all of the agreements between the parties with regard to the subject matter hereof; no asserted amendment, modification, deletion or other change shall be binding upon a party unless same is in writing signed by the party sought be charged with the effect of same. This is a Florida contract, and it shall be construed and enforced according to Florida law. Neither party shall be held to have been more responsible than the other in the drafting of this Agreement or in the selection of any terminology or wording contained in it. No waiver by a party of the breach of any provision hereof binding upon the other party shall be construed to be a waiver of a subsequent breach of the same provision or of any other provision. If any provision hereof shall be held to be void, voidable, or unenforceable, the remainder of the Agreement shall be unaffected thereby, and shall remain in full force and effect. All of the terms and provisions of this Agreement shall be binding on and inure to the benefit of, and be enforceable by, B&G Club NEFL and the B&G Club Alachua and their successors and assigns. Notwithstanding the foregoing, this Agreement shall not be assignable by B&G Club NEFL or the B&G Club Alachua without the written consent of the other party. Nothing in this Agreement, expressed or implied, is intended to confer on any person, other than the parties and their successors, any rights or remedies under or by reason of this Agreement. By way of illustration, and not limitation, the B&G Club Alachua's employees designated in Exhibit D hereto shall acquire no rights as a third party beneficiary or otherwise under this Agreement.

29. Venue/Mediation. The parties agree that venue for any litigation shall lie exclusively in a court of competent jurisdiction in Duval County, Florida. Should a conflict arise, the parties' leadership agrees to use good faith efforts to resolve the conflict, and, in the event of a failure to reach resolution, the parties agree to non-binding mediation of their dispute before a Florida Supreme Court Certified Mediator or such other mediator as the parties may agree, before instituting any litigation. The costs of such mediation shall be shared equally between the parties. Should the party against whom the claim is asserted refuse in good faith to mediate, then the claimant shall be entitled to waive mitigation and proceed with litigation.

30. Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by B&G Club Alachua or B&G Club NEFL, as the case may be, each party hereby agrees to perform, execute and/or deliver or cause to be performed, executed and/or delivered at Closing or after Closing, any and all further acts, deeds, and

assurances as the other party may reasonably require to consummate the transactions contemplated hereunder.


31. Execution in Counterparts. One original of this Agreement may be signed by all of the parties, or it may be signed in one or more counterparts, in which event each counterpart shall be an original and all counterparts will constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

**BOYS & GIRLS CLUB OF
ALACHUA, INC.**

By: 
Its: Scott A. Bruce
Board Chair

**BOYS AND GIRLS' CLUBS OF
NORTHEAST FLORIDA, INC.**

By: 
Its: CEO/President



Item:

Revised Proposal – CDS Family and Behavioral Health Services, Inc.

Requested Action:

The Trust is asked to approve the revised scope of work for CDS Family and Behavioral Health Services, Inc.

Background

CDS Family and Behavioral Health Services, Inc. applied under RFA 20-397 to provide its Stop Now and Plan (SNAP) Program under the **Investing in Alachua's Rural Youth** program category. The original proposal included Newberry Elementary. The revised proposal includes Alachua Elementary.

Attachments

1. Email request to staff
2. Proposed Scope of Work

Programmatic Impact:

Moves proposed services from Newberry to Alachua

Fiscal Impact:

None

Recommendation:

Staff recommends approval

SCOPE OF SERVICES

Please provide the following information for your revised award amount. Your answers should be specific to the program described in your application.

Agency: CDS Family & Behavioral Health Services, Inc.

Program: Investing in Alachua's Rural Youth

1. Program/Project Staff:

- Describe the personnel you will use to manage your program/project by providing job titles and number of people in each position.
 - *CDS Executive Staff will ensure overall compliance.*
 - *Jim Pearce, Chief Executive Officer – Budget: Admin Overhead*
 - *Tracey Ousley, Chief Operations Officer – Budget: Admin Overhead*
 - *Diana Sanchez, Comptroller – Budget: Admin Overhead*
 - *Chris Barry – Data Department Coordinator – Budget: Admin Overhead*
 - *CDS Administrative Staff will ensure program implementation.*
 - *Jessica Betchold, Family Action Services Coordinator – Budget: Coordinator*
 - *Corey Collins, SNAP Lead Facilitator – Budget: SNAP Lead Facilitator*
 - *NEW Position – SNAP Facilitator – Budget: SNAP Facilitator*
 - *NEW Positions – SNAP Facilitator – Budget: SNAP Facilitator*

2. Volunteers:

- Describe the personnel you will use to manage your program/project by providing job titles and number of people in each position.
 - *CDS does not plan to utilize volunteers for this project, as all proposed curriculums require staff be trained for implementation.*

3. Target Population:

- Describe the demographics of the participants your program intends to serve and other specific eligibility criteria.
 - *Youth in Grades 3rd, 4th and 5th living in the communities of Alachua and Hawthorne.*
 - *Alachua: 40.4% White, 40.4% African American, 7.7%% multi-racial.*
 - *Of households living in poverty, 72.4% live at or above 150% of poverty level in Hawthorne.*
 - *Hawthorne: 48.8% White, 47.7% African American, 3.1% multi-racial.*
 - *All youth in 3rd, 4th and 5th grade will be eligible, however, youth with the following risk factors present will receive priority enrollment for services.*
 - *Youth living in poverty; Youth involved in the Juvenile Justice System; Youth whom have parents involved in the Justice System or Incarcerated; Youth with truant behaviors; Youth with behavioral warning signs; Youth with low academic performance.*

4. Outreach and Communication Strategies:

- What outreach and communication strategies will you use to promote your program and reach your target population?
 - *CDS Staff will integrate into the school-day, as well as afterschool and summer events/camps to utilize a “captive audience” strategy to reach youth. CDS will collaborate with school staff and other partners to identify vulnerable youth to receive Too Good for Drugs/Violence and SNAP-S (Stop Now and Plan In School) services.*

5. Number of Students Served:

- *Total Number of Unique Youth Served: 90*
- *How many children will you serve during the contract period?*
 - *Too Good for Drugs/Violence Curriculum: Alachua: 30 youth; Hawthorne: 30 youth.*
 - *Please note that the number of youth served by this program has decreased dramatically. This is in part due to the reduction in funding, the requirement that the funds be spent within 6 months (not utilizing a no-cost extension) and a slight modification of the program to serve youth in small groups rather than entire classes.*
 - *Stop Now and Plan – In Schools: Alachua: 30 youth; Hawthorne: 30 youth.*
 - *Please note that the number of youth served by this program has decreased dramatically. This is in part due to the reduction in funding, the requirement that funds be spent within 6 months (not utilizing no-cost extension) and the program starting towards the end of the school year/training opportunities for the program.*

6. Service Time:

- Describe the key activities of your project, including duration and frequency, for example: math tutoring, daily, monthly, number of days per week, number of hours each session, etc.
 - *Mid-March-April-Hiring and Training of staff*
 - *Too Good for Drugs/Violence –May, 2020*
 - *One to two times per week per youth for 30 to 45 minutes each session for 4 weeks.*
 - *Too Good for Drugs/Violence – June through July, 2020*
 - *One to two times per week per youth for 30 to 45 minutes each session for 6 weeks.*
 - *Stop Now and Plan – In Schools – August through September, 2020*
 - *One to two times per week per youth for 45 minutes each session for 6 weeks.*

7. Location(s):

- List all locations where your program will be held.
 - *Alachua Elementary School*
 - *Alachua Community during Summer*
 - *Shell Elementary School (Hawthorne)*
 - *Hawthorne Community during Summer*

8. Performance Measures:

- What performance measure will you use to evaluate your program?
 - *Too Good for Drugs/Violence*
 - *Pre-Test and Post-Test Data*
 - *Youth Attendance/Participation in Program*
 - *Total Number of Sessions*
 - *Stop Now and Plan – In Schools*
 - *Pre-Test and Post-Test Data*
 - *Youth Attendance/Participation in Program*
 - *Total Number of Sessions*
- What specific measurable outcomes will your project produce?
 - *Too Good for Drugs/Violence*
 - *95% of youth served will show an increase in knowledge/life skills evidenced by Pre-Test and Post-Test scores*
 - *75% of youth will attend 100% of scheduled sessions*
 - *Stop Now and Plan – In Schools*
 - *85% of youth will demonstrate improved social skills evidenced by Pre-Test and Post-Test scores.*
 - *75% of youth will attend 100% of scheduled sessions*

9. Collaboration:

- Due to your revised award, will there be any changes to the collaboration described in your proposal? If so, please describe.
 - *We do not anticipate any changes to collaboration*



Item:

Revised Proposal – Black on Black Crime Task Force

Requested Action:

The Trust is asked to approve authorizing the Executive Director to contract with the Black on Black Crime Task Force with reduced insurance requirements.

Background

RFA 20-397 specified insurance requirements in Exhibit A. The Black on Black Crime Task Force received funding in the amount of \$14,000. The agency has informed the CTAC that the cost for complying with the RFA is cost prohibitive.

Attachments

1. Exhibit A – Insurance Requirements
2. Agency insurance certificate
3. Correspondence with staff

Programmatic Impact:

None

Fiscal Impact:

None

Recommendation:

Staff recommends approval

Exhibit A Insurance Requirements

TYPE “B” INSURANCE REQUIREMENTS “Professional or Consulting Services”

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$200,000 General Aggregate, \$300,000 Products / Completed Operations Aggregate, \$300,00 Personal and Advertising Injury Liability, \$200,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

III. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$200,000 each claim, \$300,000 policy aggregate, required for Capital but not for Services.

IV. OTHER INSURANCE PROVISIONS.

A All Coverages

- 1 The Contractor shall provide a Certificate of Insurance to the Children’s Trust of Alachua County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under “claims made” form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

II. **SUBCONTRACTORS**

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Children's Trust of Alachua County**



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

March 4, 2020

Childrens Trust for Alachua County
224 SE 24TH ST
GAINESVILLE FL 32641-7516

Account Information:

Policy Holder Details :	BLACK ON BLACK CRIME TASK FORCE OF GAINESVILLE/ALACHUA COUNTY, INC.
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Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (877) 905-2772

Email: nutmegins@thehartford.com

Website: www.thehartford.com

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WILLIS TOWERS WATSON SOUTHEAST/PHS 21226211 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME:	
	PHONE (866) 467-8730 (A/C, No, Ext):	FAX (877) 905-2772 (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED BLACK ON BLACK CRIME TASK FORCE OF GAINESVILLE/ALACHUA COUNTY, INC. PO BOX 5565 GAINESVILLE FL 32627-5565	INSURER A : Evanston Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3AA382218	01/31/2020	01/31/2021	EACH OCCURRENCE \$1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000				
			MED EXP (Any one person) \$5,000				
			PERSONAL & ADV INJURY Excluded				
			GENERAL AGGREGATE \$2,000,000				
			PRODUCTS - COMP/OP AGG Excluded				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Childrens Trust for Alachua County
 224 SE 24TH ST
 GAINESVILLE FL 32641-7516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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Cindy Bishop

From: Cindy Bishop
Sent: Monday, March 9, 2020 10:27 AM
To: 'Ahipo Doualehi'
Subject: RE: Proof Of Insurance

I reviewed your insurance certificate this morning and the coverage does not meet the criteria set forth by CTAC (see attached).

If you believe any of the coverage does not apply to your agency, please respond with justification. Otherwise, we will need verification you've obtained the coverage required.

Thank you and please contact me if you have any questions.



Cindy Bishop

CAPP and CHOICES Program Manager
218 SE 24th Street, Gainesville 32641
352.264-6707 (office)

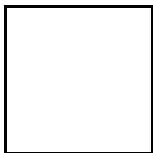


From: Ahipo Doualehi <gnvins@gmail.com>
Sent: Wednesday, March 4, 2020 2:42 PM
To: Cindy Bishop <cbishop@alachuacounty.us>
Subject: Fwd: Proof Of Insurance

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

----- Forwarded message -----

From: The Hartford <agency.services@thehartford.com>
Date: Wed, Mar 4, 2020 at 2:32 PM
Subject: Proof Of Insurance
To: <gnvins@gmail.com>



The Hartford Services Team

The document you requested showing proof of insurance for BLACK ON BLACK CRIME TASK FORCE OF GAINESVILLE/ALACHUA COUNTY, INC. is attached. Please contact us if you have any questions or concerns.

Thank you for selecting The Hartford for your business insurance needs.

Sincerely,
The Hartford Services Team

[Privacy Policy](#) | [Terms of Use](#) | [Contact Us](#)

This email was sent to: gnvins@gmail.com

Attached: CERTIFICATE OF INSURANCE (COI).Pdf

You'll require Adobe® Reader in order to open PDF attachments. [Download](#) a free Adobe® Reader to your computer

This email was sent by: The Hartford

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TAB C



Item:

Executive Director Report

Requested Action:

For Information Only

Background:

The Executive Director's Report consists of updates on goals, objectives, key initiatives, and any other information necessary for the Trust to be properly and adequately informed on the performance of the Children's Trust of Alachua County.

Attachments:

- A. Response to COVID - 19
- B. Status of Contracts for RFA 20-937
- C. 90 Day Plan Update
- D. Upcoming Meeting Agendas
- E. Organizational Chart (Staffing)
- F. Pritzker Foundation Proposal – Update
- G. Technical Advisory Committee Update

Programmatic Impact:

None

Fiscal Impact:

None

Recommendation:

NA



March 30, 2020

Dear Trust Contracted Partners:

Yesterday the President announced that the federal social distancing guidelines will be sustained for another 30 days through April 30. As you also know, Alachua County has aggressively responded to the COVID-19 by issuing a “Stay at Home” order and to close all non-essential businesses. You can read the order [here](#).

I’m aware that this recent crisis has had a serious impact on several of our non-profit partner organizations in terms of fundraising, and on most of our partners’ ability to provide services as intended. I also know that our agencies have stepped up to do whatever it takes to meet the needs of children and families. In order for the Children’s Trust of Alachua County to best partner with you during this time, I encourage all of you to please take the following steps:

- If you have been awarded funding through RFA 20-937, please continue to work with Cindy Bishop to get these contracts executed. If you are in the process of compiling the information to get these contracts executed, please continue to do that promptly! That is the only mechanism right now to get any funding from the Trust to your agency.
- If you have concerns about your agency being able to deliver the services for which you have been awarded, please contact me at cmurphy@childrenstrustofalachuacounty.us to discuss.
- The Community Foundation is working to closely monitor the health of the non-profit sector during this pandemic. If you are a non-profit agency, please participate in the Community Foundation’s Needs Assessment survey. Check [here](#) to see when the survey opens up again.
- Alachua County has established a [Community Needs Portal](#). Please use that portal if you have a need or can meet a need.

Lastly, the Trust will continue to meet virtually over Zoom. The Zoom link will be provided in the public notice. I encourage your continued participation in Trust meetings.

Once again, thank you for all that you do for children and families in our community. Please don’t hesitate to reach out with any concerns.

Sincerely,

Colin Murphy
Executive Director

Trust Members

Lee Pinkoson
Chair
Gubernatorial Appointee

Tina Certain
Treasurer
School Board Member

Ken Cornell
County Commissioner

Cheryl Twombly
Community Development
Administrator
Department of Children and
Families

Dr. Nancy Hardt
Gubernatorial Appointee

Dr. Maggie Labarta
Vice Chair
Gubernatorial Appointee

Karen Clarke
Superintendent
Alachua County Public School

**Hon. Susanne Wilson
Bullard**
Circuit Judge

Dr. Karen Cole-Smith
Gubernatorial Appointee

Dr. Patricia Snyder
Gubernatorial Appointee

Colin Murphy
Executive Director





COMMUNITY FOUNDATION of North Central Florida

3919 W Newberry Rd, Suite 3 • Gainesville, FL 32607 • Tel 352.367.0060 • Fax 352.378.1718

Key Results from Assessing Local Needs Assessment: COVID-19 Pandemic

Last week, the Community Foundation issued an assessment of our local nonprofit sector to measure the impact the COVID-19 virus has had in this local industry. As with many other types of businesses, many nonprofits are struggling financially and facing staff layoffs. Because needs are constantly changing, the Foundation will continue to monitor and assess the local charitable landscape every two to three weeks.

Notable findings in the first assessment are as follows:

- 85 local nonprofit organizations responded to needs assessment gauging infrastructure.
- Largest subsector to respond was human service organizations at a 22% response rate followed by educational organizations (15%), youth services (12%) and arts and cultural organizations (12%).
- 62% have less than three months of operating reserves with 24% having zero in reserves.
- 73% respondents had to cancel performances and community events while half (49.4%) have seen a general decrease in donations not associated with events.
- Only 12% said they had not been financially impacted.
- 31% are facing the possibility of staffing cuts and most reported a loss in the number of volunteers.
- 32% plan to pay staff for time off due to cancellation of their work, fewer hours, etc. The remaining respondents were undetermined at this time (43%) while 23% do not intend to pay for time off due to cancellations.

As a result, the Community Foundation in partnership with United Way of North Central Florida and several other organizations launched the Nonprofit Needs Request Form as a way to catalog specific requests and hopefully provide resources. Nonprofits may submit specific needs by visiting www.cfncf.org. For more information, please contact the Community Foundation at office@cfncf.org.

Coronavirus Aid, Relief, and Economic Security (CARES) Act Summary

Healthcare, Education, States and Local Governments, SBA Loans, Tax Benefits, Treasury Stabilization Fund

Healthcare

- Hospitals, health systems, and healthcare providers
 - \$100 billion fund run through the Public Health and Social Services Emergency Fund (PHSSEF).
 - Covers non-reimbursable expenses:
 - Ex: Retrofitting new ICUs, increasing staffing or training, personal protective equipment, building of temporary structures.
 - Lost revenue from canceled procedures.
 - HHS will review applications on a rolling basis.
 - More information will be available as soon as guidance is released from HHS.
 - \$3.5 billion for the development and purchasing of vaccines and therapeutics for COVID-19.
 - \$16 billion for the Strategic National Stockpile for personal protective equipment and other medical supplies.
 - \$1.5 billion for state and local public health activities.
 - \$200 million for the Center for Medicare & Medicaid Services (CMS) to be used for program management.
 - \$250 million for hospital preparedness.
 - \$1.32 billion for community health centers.
- Medicare
 - Acute care hospitals, critical access hospitals (CAHs), children's hospitals, and prospective payment system-exempt cancer hospitals (PCHs) will be able to request accelerated Medicare payments for inpatient hospital service—for six months of Medicare services.
 - Temporarily suspends sequestration-mandated cuts on Medicare claims from May 1, 2020 through December 31, 2020.
 - Allows more healthcare providers to provide telehealth services to Medicare beneficiaries.
 - Prevents scheduled Medicare payment cuts for clinical diagnostic laboratory tests furnished to Medicare beneficiaries in 2021.
- Medicaid
 - Delays scheduled reductions in Medicaid disproportionate share hospital payments through November 30, 2020.
 - Under the Families First Coronavirus Response Act of 2020 states are able to receive the Medicaid 6.2% FMAP increase.

Education

- The CARES Act provides \$14 billion for colleges and universities and at least \$13.5 billion for K-12 schools.
 - College and Universities:
 - Students:
 - Temporary student loan relief: all loan and interest payments would be deferred through September 30, 2020 without penalty to the borrower for all federally owned student loans.
 - Work study funds: It allows schools to turn unused work-study funds into supplemental grants and continue paying work study wages while schools are suspended.
 - Students who are forced to drop out: Students who drop out of school as a result of the coronavirus would not have that time away from school deducted from their lifetime limits on subsidized loan and Pell Grant eligibility. Those students would also not be asked to pay back any grants or other aid they have already received.
 - K-12 schools:
 - Education Stabilization Fund: Protects jobs and paying staff while school is out of session, pays for Internet-connected devices and equipment for districts moving to remote learning.
 - The bill aims to continue feeding students with \$8.8 billion for child nutrition programs.
 - The bill also gives the Secretary of Education the authority to grant states waivers from various federal education laws and regulations, including testing and accountability.

State, Local, and Tribal Governments

- The CARES Act establishes a \$150 billion “Coronavirus Relief Fund” for state, local, and tribal governments to use to cover any costs related to COVID-19 (direct aid)
 - \$139 billion of these funds will be shared among the 50 states proportionally by population with each state receiving at least \$1.25 billion.
 - If a local government applies for and is certified by the Department of the Treasury to receive a payment from the fund, it must be made directly to the local government and that amount will be subtracted from the allocation of the state that the local government is in.
 - A unit of local government is a county, municipality, town, township, village, parish, borough, or other unit of general government below the state level with a population that exceeds 500,000.
 - The funds shall be distributed to states and units of local governments no later than 30 days after the enactment of the bill. The funds may only be used for 1) “necessary expenditures” related to COVID-19; 2) are not accounted for the budget most recently approved as of the date of enactment of this section for the State or

government; 3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

- Distribution of Coronavirus Relief Fund
 - Florida's total distribution: \$8.33 billion.
 - Requires payments be made to governments within 30 days of enactment (the IG will monitor the disbursement and use of relief funds).
- In addition to this fund, the CARES Act rewards more than \$270 billion to state, local, and tribal governments across existing programs:
 - \$1.5 billion to support economic development grants for states and communities suffering economic injury as a result of the coronavirus.
 - \$850 million in Department of Justice Byrne JAG grants to state, local, and tribal officers in responding to coronavirus.
 - \$400 million in election security grants to states.
 - \$345 million to states and local governments to respond to worker layoffs as a result of the coronavirus.
 - \$1.5 billion to state local governments for public health preparedness and response.
 - \$3.5 billion for Child Care and Development Block Grants to states to prevent childcare centers from closing.
 - \$25 billion to transit providers, including state and local governments, for operating and capital expenses that will be distributed using existing Federal Transit Administration formulas.
 - \$45.4 billion to FEMA for response and recovery activities and reimbursements provided to states and localities nationwide by the Disaster Relief Fund for emergency and major disaster declarations, as well as funding for FEMA facilities and information technology required to support FEMA's lead role in coordinating federal response activities. The bill also includes \$400 million for grants that can be disbursed in a timely manner for firefighters, emergency managers, and providers of emergency food and shelter.

SBA Loans

Paycheck Protection SBA Loans | CARES Act Section 1102

- \$350 billion for individual loans up to \$10 million through approved lenders.
 - Can cover employee salaries, paid sick or medical leave, insurance premiums, mortgage/rent, and utility payments between February 15, 2020 and June 30, 2020.
 - Maximum amount of loan is 2.5 months of regular payroll expenses (cap \$100,000 of annual salary per employee).
 - Borrowers are eligible for loan forgiveness equal to the amount spent during the eight-week period after the origination date.
 - Eligible businesses include:
 - Businesses with fewer than 500 employees.

- Small businesses defined as by the SBA.
- 501(c)(3) nonprofits.
- Hotels, motels, restaurants and franchises with fewer than 500 employees at each physical location.
- Businesses that receive financial assistance from the Small Business Investment Act Company.
- Sole proprietors and independent contractors.

Tax Benefits

New Employee Retention Payroll Tax Credit | CARES Act Section 2301

- Employer whose business was impacted by COVID-19 government order, or that had a decline in gross receipts, or that is tax exempt may be able to receive a payroll tax credit of as much as \$5000 per employee — for wages and health benefits paid after March 12, 2020 and before January 1, 2021.
 - Credit is based on whether employer has more than 100 full time employees.
 - If employer has more than 100 full-time employees, qualified wages include if employees are paid, but are not able to work.
 - If employer has 100 or less full-time employees, all wages qualify.
 - *Credit is equal to 50 percent of the qualified wages, but not more than \$10,000 per employee.*

Employer Payroll Tax Delay | CARES Act Section 2302

- Employers can defer 6.2 % of the social security payroll tax due for rest of year until end of 2021, 2022.
- The deferral period will start when the CARES act is signed.
 - Half of the deferred amount will be due December 31, 2021, and the other half will be due December 31, 2022.
- *If you apply and receive an SBA loan that is forgiven under the act—you will not be eligible.*

Net Operating Loss (NOL) Rule | CARES Act Section 2303

- Losses arising in 2018, 2019 and 2020 can be carried back to the five preceding years.

Interest Expense Deduction | CARES Act Section 2306

- A corporation can deduct the interest expense it pays on its loan, as long as it does not exceed 50% (up from 30%) of company's adjusted taxable income for 2019 and 2020.
 - Corporations can use their 2019 adjusted taxable income for 2020.

Qualified Improvement Property Deduction | CARES Act Section 2307

- Expenses that are used for qualified improvement of properties can be written off retroactively to a property placed in service in 2018 and beyond.

\$500 billion to Treasury's Exchange Stabilization Fund

- Direct lending from the Treasury Department
 - \$25 billion for passenger air carriers.
 - \$4 billion for air cargo carriers.
 - \$17 billion for businesses important to maintaining national security.
 - \$454 billion for loans, loan guarantees, and investments (*For Large Businesses, additional provisions below for Mid-Size businesses*).
 - Treasury Secretary has broad discretion.
 - None of the loans are eligible for forgiveness.
 - For one year after repayment, borrowers can't engage in stock buy backs.
 - Borrower must be domiciled in the U.S. and has significant operations and a majority of its employees in the U.S.
 - Duration should be as short as possible and not to exceed five years.
 - Borrower can't outsource jobs for the term of the loan and for two years after loan is repaid.
 - Borrower must, until September 30, 2020, maintain employment levels as of March 24, 2020 to the extent practicable, and can't decrease more than 10% from that date.
 - Employee Compensation
 - Prohibits increasing compensation for any officer or employee whose total compensation exceeds \$425,000, or from receiving severance pay or other benefits which exceeds twice their total compensation—for one year after the loan is no longer outstanding.
 - Officers or employees making over \$3 million in 2019 are prohibited from exceeding \$3 million by more than 50% in the ensuing year.
- **Mid-Sized Business Loans**
 - CARES Act encourages the Treasury Secretary to work with the Federal Reserve to establish this facility (Mid-Sized Business Loans Facility).
 - New facility that would provide financing to banks and other lenders to make direct loans to businesses between 500 and 10,000 employees.
 - Annualized rate not greater than two percent, no principal or interest due for at least six months.
 - No statutory limit on loan amount (may be clarified in Treasury guidance/regulation).
 - Loan must be used for continuing operations.

- Must be used to retain 90% of workforce that existed as of February 1, 2020 and to reestablish compensation and benefits to employees no later than four months after public health emergency ends.



**Executive Director
90 Day Plan
Status Report**

Category	Activity	Week to Complete	Status	Comments
Build relationships with Trust Members	Meet with each of the five current Trust members, learn preferred communication style and frequency, discuss vision and goals for the Trust.	1	Complete	
Build relationships with Trust Members	Meet with the Chairman and develop a protocol for preparing for Trust meetings.	1	Complete	
Build relationships with Trust Members	Meet with each of the five current Trust members, learn preferred communication style and frequency, discuss vision and goals for the Trust.	3	Complete	
Build relationships with Trust Members	Begin periodic, one-to-one meetings with Trust members.	4	In progress	
Engage key stakeholders	Meet with organizers of the Children's Trust campaign - Dorothy Thomas and Dorothy Benson	2	Completed	
Engage key stakeholders	Meet with other funders - Community Foundation	2	Completed	
Engage key stakeholders	Meet with other funders - United Way	2	Completed	
Engage key stakeholders	Meet with Transformational Professional Development Program	2	Completed	
Engage key stakeholders	Meet with Social Emotional Development Program	2	Completed	
Engage key stakeholders	Meet with NewboRN Home Visiting Program	2	Completed	
Engage key stakeholders	Meet with agencies funded through RFA 20-937	13	In progress	
Engage key stakeholders	Meet and greet with non-profit agencies	3	Not started	
Engage key stakeholders	Meet with other, key stakeholders, including but not limited to members of 1) City and County governments, 2) NAACP, 3) Gainesville4ALL, 4) the "Friendship 7" members, 5) Faith-based leaders, 6) Early Learning Coalition, 7) Partnership for Strong Families, 8) Lutheran Services of Florida, 9) many others	13	In progress	
Familiarize myself with Alachua County policies and procedures	One-one-meetings with County Manager, Budget, Legal, Human Services,	2	Completed	
Familiarize myself with Alachua County policies and procedures	Develop a regular schedule to meet with Budget, Legal, and HR to address any Trust business managed by Alachua County	3	Completed	
Hire Staff	Job Description for Executive Assistant	2	Completed	Revised from original plan
Hire Staff	Hire Executive Assistant	6	In progress	Revised from original plan
Hire Staff	Job Description for Finance and Administration Manager	4	Completed	Revised from original plan
Hire Staff	Hire Executive Assistant	12	In progress	Revised from original plan
Hire Staff	Present the Trust with an proposed Organizational Chart	13	Not Started	Revised from original plan
Hire Staff	Present the Trust with Job Descriptions	13	Not started	Revised from original plan
Oversee the completion of the Needs Assessment	Receive a briefing from the contractor performing the needs assessment	1	Completed	Determined work needed to be completed by the Technical Advisory Committee
Oversee the completion of the Needs Assessment	Oversee the completion of the Needs Assessment and final report to the Trust.	13	Not started	Contingent on the final report from the Technical Advisory Committee
Develop process to create the Strategic Plan	Meet with Trust Chair to discuss the process of developing the strategic plan once the needs assessment is completed.	4	Not started	
Develop process to create the Strategic Plan	Develop a scope of work for the Strategic Planning Process	8	Not started	
Develop process to create the Strategic Plan	Determine if outside consultant will be retained to facilitate the Strategic Plan; if so, develop RFP and hire consultant; schedule and plan a Trust Retreat.	13	Not started	

Contract Search Results - 3/30/2020 2:16:24 PM UTC				
Contract Title	Effective Date	Expiration Date	StatusName	Contract Amount
2020 CTAC Agreement with Girls on the Run of Alachua County	3/1/2020	9/30/2020	Active	7007
2020 CTAC Agreement with River Phoenix Center for Peacebuilding	3/1/2020	9/30/2020	Active	19500
2020 CTAC Agreement with Gainesville Area Tennis Association Inc dba Aces In Motion Capacity Building	3/1/2020	9/30/2020	Active	24250
2020 CTAC Agreement with Gainesville Area Community Tennis Association Inc dba Aces In Motion Fit Lite	3/1/2020	9/30/2020	Active	28266
2020 CTAC Agreement with Big Brothers Big Sisters of Tampa Bay Inc.	3/1/2020	9/30/2020	Active	29554
2020 CTAC Agreement with Kids Count In Alachua County, Inc	3/1/2020	9/30/2020	Active	66032
2020 CTAC Agreement with Vineyard Christian Fellowship of Gainesville FL	3/1/2020	9/30/2020	Active	77690
CTAC 2020 Agreement with Boys and Girls Clubs of Northeast Florida, Inc.			CAO ATF Review-pending additional documentation of merger	36000
2020 CTAC Agreement with National Alliance on Mental Illness (NAMI) Gainesville Affiliate			Routing for Executive Director Signature	38577
2020 CTAC Agreement with United Church of Gainesville Read To			Routing for Executive Director Signature	43823
2020 CTAC Agreement with Early Learning Coalition of Alachua County Inc.			Routing for Executive Director Signature	47400
2020 CTAC Agreement with CDS Family & Behavioral Health Sciences Inc.			Routing for Executive Director Signature	65325
2020 CTAC Agreement with Cade Museum Foundation			Routing for Executive Director Signature	104960
2020 CTAC Agreement with Children Beyond Our Borders			Routing for Executive Director Signature	14909
2020 CTAC Agreement with Girls Place Inc. Transportation Collab			Routing for Executive Director Signature	19592
2020 CTAC Agreement with Girls Place Inc ACHIEVE			Routing for Executive Director Signature	22403
2020 CTAC Agreement with GPD RESET			Routing for Executive Director Signature	49453
2020 CTAC Agreement with Star Center Childrens Theatre			Routing for Executive Director Signature	60284
2020 CTAC Agreement with FL Institute for Workforce Innovation Inc dba Project YouthBuild			Department Concurrence	96874
2020 CTAC Agreement with Junior Achievement of Tampa Bay			Pending	10000
2020 CTAC Agreement with Manhood Youth Development Foundation Inc.			Pending	22500
2020 CTAC Agreement with Planned Parenthood of South, East and North Florida (PPSENFL)			Pending	25000
2020 CTAC Agreement with Renaissance Jax Inc dba Swampbots FTC 10497			Pending	31380
2020 CTAC Agreement with Bettering Out of School Time (BOOST) Project Alliance			Pending	36060
2020 CTAC Agreement with New Technology Made Simple Now Inc			Pending	91173
2020 CTAC Agreement with PACE Center For Girls Inc.			Pending	111832
2020 CTAC Agreement with United Way			Route to Counterparty	5812
2020 CTAC Agreement with Equal Access Clinic Network			Route to Counterparty	7475

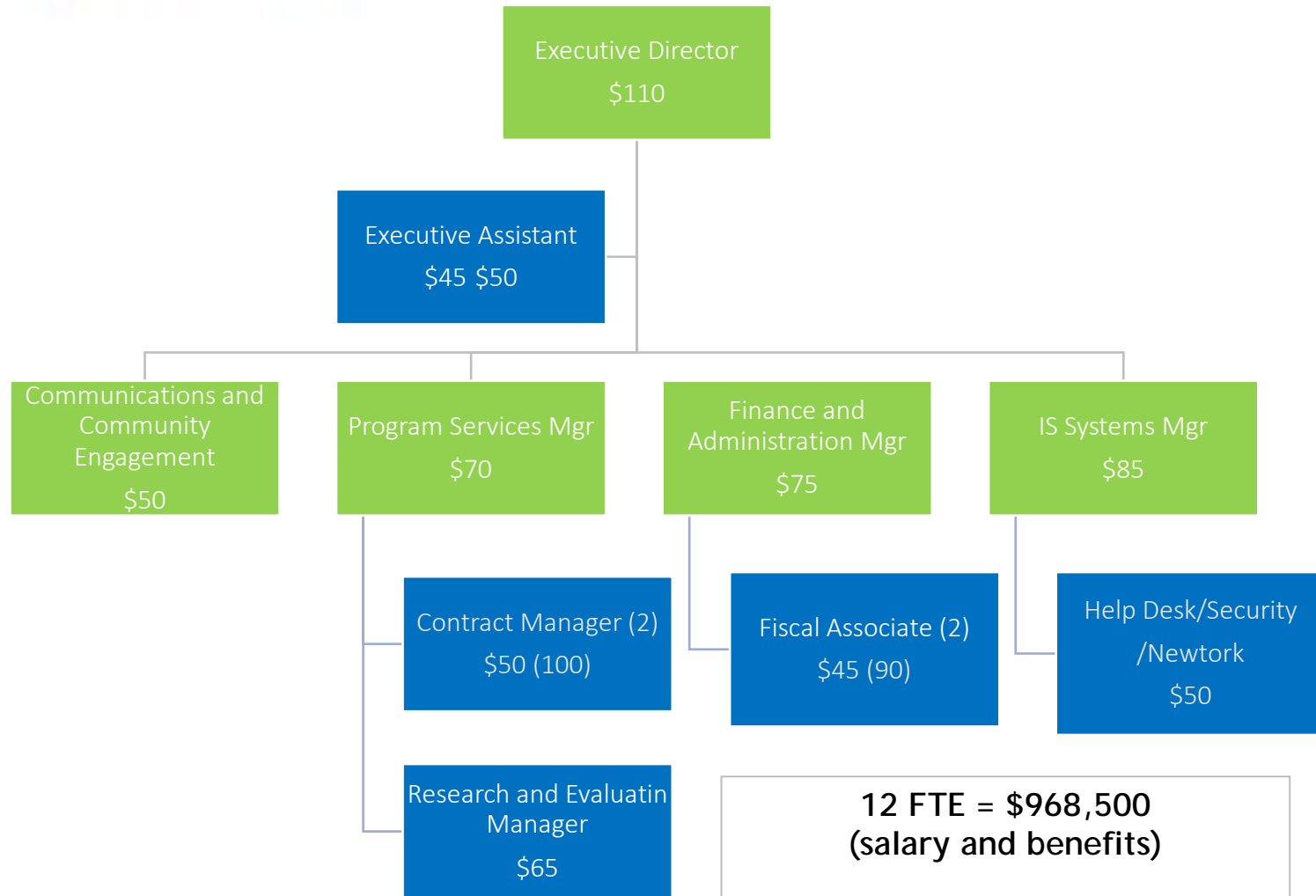
Contract Search Results - 3/30/2020 2:16:24 PM UTC

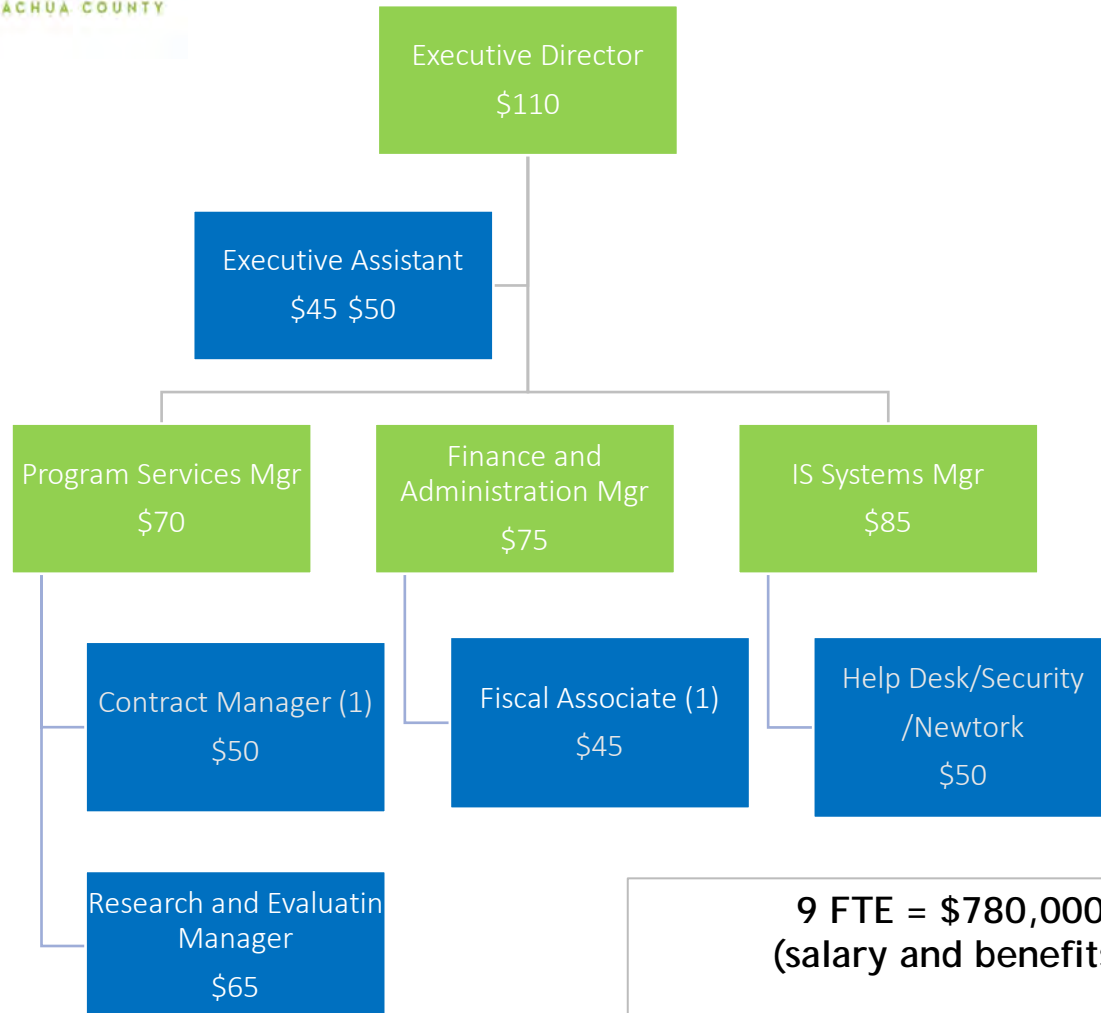
Contract Title	Effective Date	Expiration Date	StatusName	Contract Amount
2020 CTAC Agreement with GPD HEROES			Route to Counterparty	8450
2020 CTAC Agreement with United Church of Gainesville			Route to Counterparty	8900
2020 CTAC Agreement with Florida Organic Growers			Route to Counterparty	11704
2020 CTAC Agreement with Black on Black Crime Task Force			Route to Counterparty	14000
2020 CTAC Agreement with COG Parks Skybridge			Route to Counterparty	14802
2020 CTAC Agreement with University of Florida College of Nursing Faculty Practice Association, Inc.			Route to Counterparty	15569
2020 CTAC Agreement with COG Parks Summer Camp Expansion			Route to Counterparty	19302
2020 CTAC Agreement with University of Florida			Route to Counterparty	20824
2020 CTAC Agreement with Cultural Arts Coalition			Route to Counterparty	22044
2020 CTAC Agreement with Together Gainesville			Route to Counterparty	25000
2020 CTAC Agreement with Peaceful Paths, Inc			Route to Counterparty	27500
2020 CTAC Agreement with University of Floriday Board of Trustees (For the Florida Museum of Natural History)			Route to Counterparty	40163
2020 CTAC Agreement with University of Florida College of Dentistry			Route to Counterparty	73437
2020 CTAC Agreement with Partners in Adolescent Lifestyle Support (PALS) THRIVE (A University of Florida Health Program)			Route to Counterparty	80275
2020 CTAC Agreement with Alachua County Sheriff's Office			Route to Counterparty	113995
2020 CTAC Agreement with City of Alachua			Route to Counterparty	135002

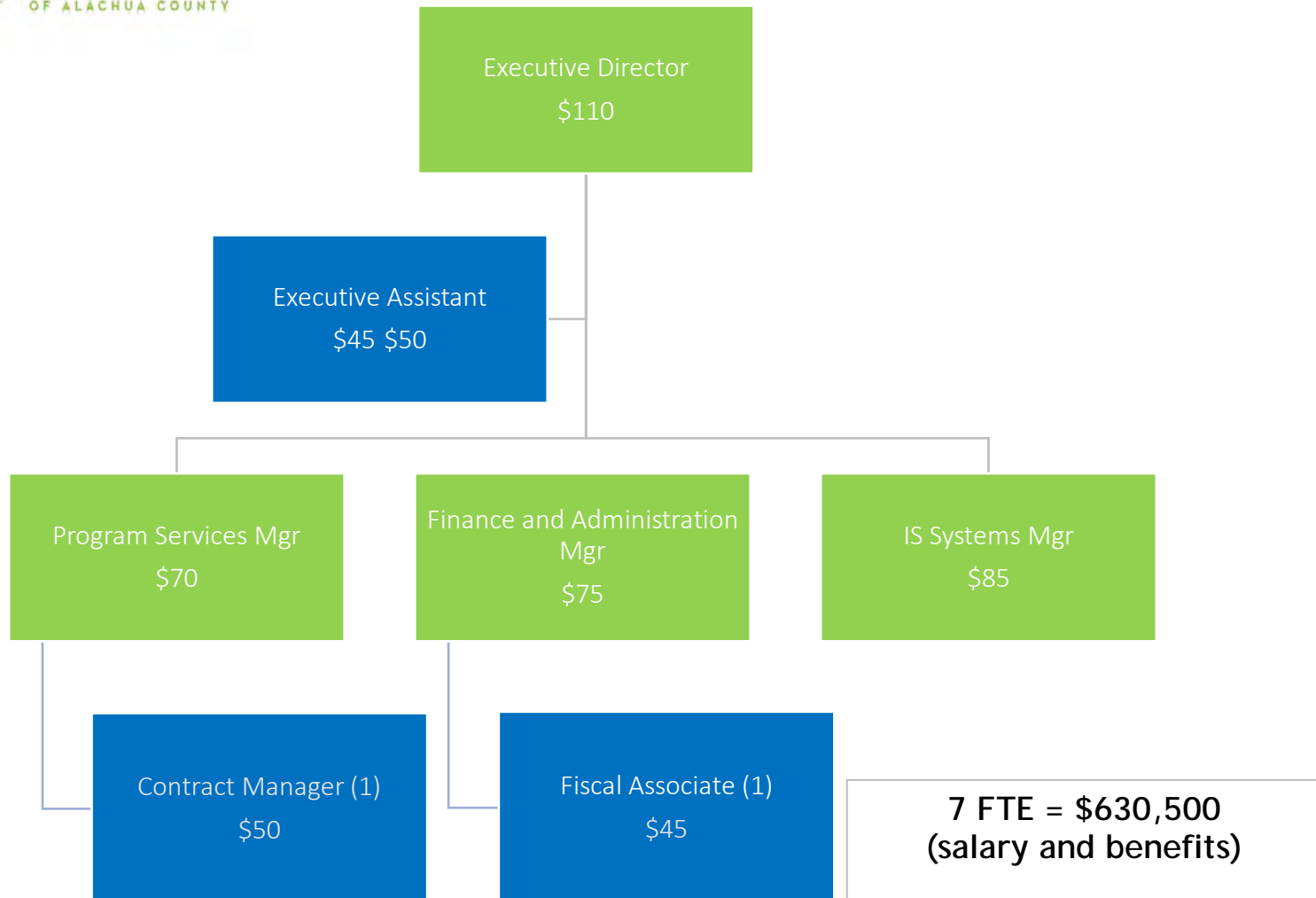


FY 20 Agenda Items

Item	6-Apr	27-Apr	4-May	18-May	1-Jun	15-Jun	6-Jul	3-Aug	17-Aug	14-Sep	21-Sep
Budget			X	X	X	X					X
Organizational Chart	X	X	X	X	X	X					
Budget			X	X	X	X					X
General Board Policies		X									
Procurement Policies											
TRIM										X	X
HR Policies											
Program Funding Policies											
Report from Technical Advisory Committee				X							
Short-Term Location		X									
Long-Term Location											
Extension of Contracts from RFA 20-937									X	X	X
Interlocal Agreement for FY21			X				X				X
Website	X										
SME / System Lead Child Welfare											
SME / System Lead Juvenile Justice											
SME / Sytem Lead Early Learning											
SME / Sytem Lead Mental Health											
SME / System Lead - Public Schools											
SME / System Lead - Public Health											
SME / Sytems Lead - College and Career Readiness											









Item:

Pritzker Children's Initiative Community Innovation Grant

Requested Action:

None.

Background

The purpose is to provide an update on the selection process for the PN-3 Initiative from the Pritzker Foundation. Alachua County has been selected to proceed with a virtual site visit.

Attachments

Email from Kathy Stohr, Project Manager, Pritzker Foundation

Programmatic Impact:

NA

Fiscal Impact:

NA

Recommendation:

NA

From: [Tom Tonkavich](#)
To: [Colin Murphy](#); [Claudia Tuck](#)
Subject: Fw: PCI Community Innovation Grant
Date: Tuesday, March 24, 2020 11:26:05 AM
Importance: High

"The team at the Pritzker Children's Initiative and our external reviewers were impressed and excited by Alachua County's proposal for a bold PN-3 initiative. We are considering your community among the strongest for a Community Innovation Grant."

Read more below.

Need some dates and times for a virtual site visit.

From: Kathrine Stohr <kstohr@pritzkerfoundation.org>
Sent: Tuesday, March 24, 2020 11:11 AM
To: Tom Tonkavich
Subject: PCI Community Innovation Grant

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Tom,

I hope that you, your family and loved ones are safe and healthy during this extraordinary time. Like you, I'm sure, we at the Foundation are working through our own personal disruptions, teaming with others to figure out how to meet the needs right in front of us, AND trying to keep our eye on the longer term needs and opportunities that will emerge from this crisis.

The team at the Pritzker Children's Initiative and our external reviewers were impressed and excited by Alachua County's proposal for a bold PN-3 initiative. We are considering your community among the strongest for a Community Innovation Grant. This is not a guarantee of funding; we still intend to conduct "virtual site visits" with a select group before final decisions are made.

We fully recognize that your community looks very different today than it did when you submitted your application. We understand your organization and your partners may be overwhelmed right now trying to meet the immediate needs of your community and launching a bold PN-3 initiative seems light years away. On the other hand, you may be in a situation where you see an opportunity to act upon.

Could we have a quick phone call this week to talk about options for how/when your community proceeds with a virtual site visit? Please feel free to send me some times when you are available.

All my best,
Kathy

J.B. and M.K. Pritzker Family Foundation
1 North Wacker Drive, Suite 2404
Chicago, IL 60606
t. 312-447-6026
kstohr@pritzkerfoundation.org

Check out the National Collaborative for Infants and Toddlers Online Solution Center!

www.thencit.org

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Item:

Technical Advisory Committee Update

Requested Action:

None.

Background

Dr. Knopf, Chair of the Technical Advisory Committee, will provide an update to the Trust on its progress.

The Technical Advisory Committee is organizing its work around 5 Community-Level Results:

1. All children are born healthy and remain healthy
2. All children have nurturing, supportive caregivers and relationships
3. All children learn what they need to be successful
4. All children are connecting with and contributing to the community
5. All children live in a safe community

Attachments

NA

Programmatic Impact:

NA

Fiscal Impact:

NA

Recommendation:

NA

TAB D



Item:

Negotiate an Amendment the Interlocal Agreement

Requested Action:

The Trust is asked to authorize Executive Director to negotiate an amendment to the Interlocal Agreement between the Children's Trust of Alachua County, The Clerk of the Circuit Court of the Eighth Judicial Circuit, and the Alachua County Board of County Commissioners.

Any renegotiation of terms will be brought back to the Trust for approval.

Background

The Children's Trust of Alachua County (CTAC) has entered into an agreement with the Clerk of the Circuit Court of the Eighth Judicial Circuit (Clerk), and the Alachua County Board of County Commissioners (BOCC). The agreement includes \$30,000 paid to the BOCC to do website development and \$10,000 to the Clerk to perform an annual financial audit.

This amendment will allow the Trust to retain the funds previously allocated to the BOCC and the Clerk through the interlocal agreement and contract directly with vendors to develop the Trust's website and perform the Trust's audit. The BOCC's IT department will serve as a consultant to the Trust when developing the specifications for an RFP to contract with a website developer, the Trust will "piggy back" on the Clerk's agreement with an accounting firm to perform the Trust's annual audit.

Attachments

Interlocal Agreement

Programmatic Impact:

None

Fiscal Impact:

To be determined

Recommendation:

Staff recommends approval

Grants & Contracts - Transmittal Memo

DATE: January 17, 2020

FROM: Procurement, Contracts

TO: Tom Tonkavich, Cindy Bishop

CONTRACT #: 11501

VENDOR: Children's Trust of Alachua County, Clerk of the Circuit Court Eighth Judicial Circuit

DESCRIPTION: #11501 Interlocal Agreement Children's Trust of Alachua County, Clerk of the Circuit Court of the Eighth Judicial Circuit

APPROVED BY: Board of County Commissioners

APPROVAL DATE: September 24, 2019

RECEIVED ON: January 17, 2020

TERM START: October 1, 2019

TERM END: September 30, 2020

AMOUNT: \$163,250.00 plus hourly charges

RFP/BID #:

GMW: N/A

**POR #
(ENCUMBERANCE):** N/A

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.



**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 24th day of September A.D. 2019, 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, 2019, and become effective upon filing as provided in paragraph 21, below, and continue through September 30, 2020, 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 2019-2020 as set out below:

Clerk Administrative Services:

Auditing, Accounting, and Treasury	\$45,000
------------------------------------	----------

County Administrative Services:

Budgeting	No Charge
Human Resources	\$30 per hour billed as incurred
Equal Opportunity	\$30 per hour billed as incurred
Risk Management	No Charge
ITS (Upfront Web Development)	\$30,000
Purchasing	1% of sum of Aid to Private Organizations plus Contractual Services with max of \$47,500
Legal	\$22,000
Annual Audit Fee	\$10,000
Financial Software Hosting Fee	\$8,750

Subtotal Administrative Fees (Max)	\$163,250, plus hourly charges
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Budgeted, Non-Board Employees; Personnel

Policy 4.2(1.e):

CTAC Executive Director	Actual Cost - TBD
Administrative Support Manager	Actual Cost - TBD
Administrative Assistant	Actual Cost - TBD

Subtotal Policy 4.2(1.e)Costs	TBD
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TOTAL ADMIN AND PERSONNEL FEES	TBD
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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.
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:	Clerk:	CTAC:
County Chair	J.K. "Jess" Irby, Esq.	Tina Certain, Treasurer
12 S.E. 1 st Street	12 SE 1 st Street	620 E University Ave
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.

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.

- 8.1. 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.

9. Sovereign Immunity.

- 9.1. 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.

10. Assignment of Interest.

- 10.1. 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. Entire Agreement.

- 22.1. 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: Charles S. Chestnut IV

By: Ken Cornell

Name: Charles S. Chestnut IV

Name: Ken Cornell

Title: Chair

Title: Interim Chair

Date: 9/24/2019

Date: 8/26/19

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

ATTEST

Ira Certani

ATTEST:

CLERK

CLERK: [Signature]

By: [Signature]

(COUNTY SEAL)

Name: J.K. "JESS" IRBY, ESQ.
CLERK OF THE CIRCUIT COURT

J.K. "JESS" IRBY, ESQ.
CLERK OF THE CIRCUIT COURT

Title: _____

Date: August 22, 2019

ATTACHMENT A: Duties of CTAC

1. Adopt Budget Management Policy
2. Adopt Financial Management Policy
3. Adopt Investment Policy
4. Adopt Procurement Policy
5. Execute engagement letter with County's external audit firm for annual audit
6. Execute Banking Services Agreement with Qualified Public Depository
7. Designate primary point of contact for all CTAC related business
8. Define job descriptions, pay plans, and benefit packages for all positions hired.
 - 8.1. Example - CTAC Director job description
 - 8.2. Example - Administrative Support Manager job description
 - 8.3. Example - Administrative Assistant job description
9. Provide the County and Clerk a copy of the Executive Director's employment contract.
10. Procure permanent office space for CTAC employees

ATTACHMENT B: Duties of County

1. Authorize CTAC employees to be budgeted by the County as Non-Board employees under Personnel Policy 4-2(1.e.).
 - 1.1. All CTAC positions under this classification would be funded by the County and appear in the approved budget as full time equivalents, but serve at the pleasure of the CTAC Board.
2. Provide Administrative Services including the following:
 - 2.1. Annual Budgeting Assistance, including requirements for TRIM
 - 2.1.1. Draft and make recommendations for Budget Management Policy; Financial Management Policy; and Procurement Policy.
 - 2.2. Human Resources, including coordination of all hiring processes
 - 2.3. Equal Opportunity
 - 2.4. Risk Management
 - 2.5. Procurement
 - 2.6. Information Technical Services including hosting CTAC webpage
 - 2.7. Legal
 - 2.8. Annual Audit utilizing same audit firm selected for the County audit
 - 2.9. Financial Software Hosting Services
3. Provide meeting space for official CTAC Board Meetings and office space for the Executive Director until permanent space is procured by CTAC.
4. County staff will continue to take minutes of CTAC public meetings until the Executive Director is hired. Upon selection of a full-time Executive Director meeting minutes will become the responsibility of CTAC staff.

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. Payroll services for CTAC staff hired pursuant to County Personnel Policy 4-2(1.e.)
 - 1.10. Financial Reporting
 - 1.10.1. Quarterly financial reports
 - 1.10.2. Audited Annual Financial Report
 - 1.10.3. Annual Comptroller's Report
 - 1.10.4. Single Audit
 - 1.10.5. Post Audit Follow-up

TAB E



Item:

Children's Trust of Alachua County Website

Requested Action:

Authorize the Executive Director to:

- 1) Procure a consultant to develop a website for the Children's Trust of Alachua County using the procurement tools outlined in Chapter 22 of the Alachua County Ordinance Code.
- 2) Assure that the specifications meet, at the least, the minimum functional requirements for websites of special districts.

Background

One of the requirements of F.S. Chapter 189 – Uniform Special District Accountability Act is that a special district maintain its own website and display the requisite information. The requirements as stated in the Florida Special District Handbook are provided in the attachment.

Attachments

Minimum Content Requirements for Special District Websites from the *Florida Special District Handbook Online*.

Programmatic Impact:

None

Fiscal Impact:

Not to exceed \$30,000

Recommendation:

Staff recommends approval

Registered Agent Defined

A registered agent is an agent of the special district upon whom any process, notice or demand required or permitted by law to be served upon the special district may be served. The registered agent must be an individual resident of Florida whose business address is the same as the special district's registered office. The registered office does not have to be the special district's place of business.

How to Change a Registered Agent and/or Registered Office

A special district may change its registered office and/or registered agent anytime by filing such changes with the county or municipality in which the special district is located and by sending an email to the Florida Department of Economic Opportunity, Special District Accountability Program (see [Additional Information - Florida Department of Economic Opportunity, Special District Accountability Program Contact](#)). This notification must occur immediately upon making the change.

Start Complying with All Applicable Reporting Requirements

Special Districts must begin complying with all applicable reporting requirements immediately. For example, each newly created special district must comply with its Annual Financial Report requirement (see [The Annual Financial Report](#)) starting with the fiscal year in which it was created, even if the special district has no revenues, no expenditures and no debt.

Develop and Maintain an Official Website

To increase special district accountability, oversight and transparency, all special districts must maintain an official website that complies with accessibility and minimum content requirements. Each new special district must have an official website by the end of the first full fiscal year after its creation.

Website Accessibility Requirements

Special district websites must comply with the Americans with Disabilities Act of 1990 and, if the special district received federal funding, the Rehabilitation Act of 1973. One way to help meet these requirements is to make websites accessible to people with disabilities who use assistive technology devices to access the Internet. Each special district should consult with its legal counsel regarding compliance requirements and should ensure that its webmaster is well trained in making websites accessible. You may test your webpages for compliance using commercial or free online checkers and evaluators and correct noted deficiencies. Examples of accessible website features include, but are not limited to, the following:

- A "skip navigation" link is present at the top of each webpage so screen reader users can bypass the various navigational links and go directly to the main content.
- Portable Document Format (PDF) files are readable by screen readers and braille displays. Unless remediated, scanned documents are not compliant. As an alternative, the content is provided in Hypertext Markup Language (HTML).
- Links are descriptive so they make sense when read out of context.
- Links are unique.
- Acronyms have the proper markup to tell screen readers what to read.
- "Alt tags" are present for images so screen reader users can hear a text alternative of the image. "Long descriptions" are present for complex images, such as graphs and charts, so screen reader users are redirected to a separate text-based page that provides a detailed explanation.
- Videos have closed captioning or plain text scripts.
- Color is not used to convey a message.

- Online forms contain corresponding labels.

For additional information about website accessibility, please visit the following resources:

- [Accessibility of State and Local Government Websites to People with Disabilities](#)
- [Americans with Disabilities Act Best Practices Tool Kit for State and Local Governments](#)
- [Web Content Accessibility Guidelines Overview](#)

Website Minimum Content Requirements

Special district websites must meet the following minimum requirements as applicable:

I. Basic Requirements:

- A. Each independent special district must maintain a separate website.
- B. Each dependent special district must be prominently displayed on the home page of the local general-purpose government upon which it is dependent and linked to the special district's website. A dependent special district's website must:
 1. Be maintained as a part of the local general-purpose government's website upon which it is dependent, or
 2. Be maintained as a separate website
- C. All special districts must ensure that their official website address is on file with the Special District Accountability Program so the program can link to it from its website. To verify whether a special district's website address is on file with the program, see, [Alphabetical List of Websites for Active Special Districts](#).

II. Post the Following Information at a Minimum:

A. General Information:

1. The special district's full legal name (as cited in creation document and the [Official List of Special Districts Online](#)).
2. A public purpose statement.
3. The special district's boundaries / service area(s) (posting a map may be useful).
4. The services provided.
5. The full text of the special district's charter (creation document), as amended. Community Development Districts may reference [Chapter 190, Florida Statutes - Community Development Districts](#), as the uniform charter, but must include information relating to any grant of special powers.
6. The Regulatory Plan (annual) – applicable to certain special districts with adopted rules – see [Making Changes to Special Districts - Reviewing and Revising Rules - The Regulatory Plan](#).
7. The statute(s) under which the special district operates, if different from the statute(s) under which the special district was established. Include [Chapter 189, Florida Statutes - Uniform Special District Accountability Act](#), since all special districts must comply with this law.
8. Date established (effective date of creation document).
9. Establishing entity (legislature, county(ies), municipality(ies), or Governor and Cabinet).

B. General Contact Information:

1. Mailing address

2. Email address
3. Telephone number
4. Web address
5. Registered agent / registered office (name and address of the registered agent on file with the Special District Accountability Program and listed in the [Official List of Special Districts Online](#))

C. Contact Information for Each Governing Body Member:

1. Name
2. Official address
3. Official email address
4. If applicable, the term and appointing authority (county, municipality, Governor, etc.)

D. Revenue Information:

1. A listing of all taxes, fees, assessments or charges imposed and collected.
2. The rates or amounts for the current fiscal year.
3. The statutory authority for the levy of the tax, fee, assessment or charge.

E. General Financial Information:

1. The fiscal year period - most special districts are required to use October 1 through September 30; some housing authorities use January 1 through December 31, April 1 through March 30 and July 1 through June 30.
2. A link to the [Florida Department of Financial Services - Local Government Financial Reporting](#) webpage so the public can view the special district's Annual Financial Report.
3. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

F. Budget Information:

1. The tentative budget, if applicable – post at least two days before the budget hearing held pursuant to [section 200.065, Florida Statutes, Method of fixing millage](#) or other law, to consider such budget and keep it on the website for at least 45 days;
2. Final adopted budget - post within 30 days after adoption and keep it on the website for at least two years (see [General Budget Requirements](#))
3. Budget amendment in which a resolution is required to adopt such an amendment (see [Budget Amendment Procedures](#)) - post within five days after adoption and keep it on the website for at least two years.

G. Meeting Information:

1. Regular Public Meeting Schedule (quarterly, semiannually, or annually) (see [Meeting Notices](#))
2. Meeting / workshop agendas - post at least seven days before the event and maintain on the website for at least one year.
3. Meeting materials, when available in an electronic format, excluding confidential and exempt information - post at least seven days before the event and maintain on the website for at least one year.

H. Ethics Information:

1. Code of Ethics, if adopted.
 2. A link to generally applicable ethics provisions (one option is to link to the [Florida Commission on Ethics - Ethics Laws](#) webpage).
- I. **Retirement System Information - If applicable, Defined Benefit Retirement System or Plan Information (excluding the Florida Retirement System), as required by [section 112.664, Florida Statutes - Reporting standards for defined benefit retirement plans or systems](#).** For more information about the following retirement related website requirements, please see [Additional Information - Florida Department of Management Services, Division of Retirement Contact \(Local Retirement\)](#):
1. The annual financial statements (for more information, see [Additional Actuarial Disclosures](#)) using prescribed mortality table (RP-2000 Combined Healthy Participant Mortality Tables, by gender, with generational projection by Scale AA).
 2. The annual financial statements similar to those required above but which use an assumed rate of return on investments and an assumed discount rate that are equal to 200 basis points less than the plan's assumed rate of return.
 3. Information indicating the number of months or years for which the current market value of assets are adequate to sustain the payment of expected retirement benefits as determined in the plan's latest valuation and under the financial statements prepared pursuant to (1) and (2) above.
 4. Information indicating the recommended contributions to the plan based on the plan's latest valuation and the contributions necessary to fund the plan based on financial statements prepared pursuant to (1) and (2) above, stated as an annual dollar value and a percentage of valuation payroll.
 5. The funded ratio of the system or plan as determined in the most recent actuarial valuation as part of the disclosure.
 6. The plan's most recent financial statement and actuarial valuation, including a link to the Florida Department of Management Services, Division of Retirement [Actuarial Summary Fact Sheet](#) for that plan.
 7. For the previous five years, beginning with 2013, a side-by-side comparison of the plan's assumed rate of return compared to the actual rate of return, as well as the percentages of cash, equity, bond and alternative investments in the plan portfolio.
 8. Any charts and graphs of the data provided above presented in a standardized, user-friendly and easily interpretable format as prescribed by the Department of Management Services.
- J. **Public Facilities Reports, if applicable (see [The Public Facilities Report](#) :**
1. Public Facilities Initial Report
 2. Public Facilities Annual Notice of Any Changes
 3. Public Facilities Update Report

Contact Someone Who Can Answer Questions About Creating Special Districts

[Additional Information - Florida Department of Economic Opportunity, Special District Accountability Program Contact](#)

TAB F



Item:

Appointment of Finance and Administration Manager

Requested Action:

The Trust is asked to:

1. Approve the position of Finance and Administration Manager
2. Authorize the Executive Director to appoint a Finance and Administration Manager

Background

This Finance and Administration Manager will be responsible for the financial and administrative management of the Children's Trust of Alachua County, including the supervision of staff, establishment of procedures, recommendation of policies, and the development of short and long range plans and budgets for the administrative section of the Trust. The employee will also assist with programmatic planning.

Attachments

1. Finance and Administration Job Description

Programmatic Impact:

None

Fiscal Impact:

Salary + standard county fringe benefits from the

Recommendation:

Staff recommends approval



Financial and Administrative Manager (Children's Trust)

Class Code:
1185

Bargaining Unit: Non-Bargaining

ALACHUA COUNTY

Revision Date: Mar 10, 2020

SALARY RANGE

\$31.34 - \$49.82 Hourly

\$2,507.29 - \$3,985.61 Biweekly

\$65,189.49 - \$103,625.81 Annually

CLASS CONCEPT:



CHILDREN'S TRUST
OF ALACHUA COUNTY

This is highly responsible professional financial work in directing the Financial and Administrative Services for the Children's Trust of Alachua County.

An employee assigned to this classification is responsible for the financial and administrative management of the Children's Trust of Alachua County (CTAC), including the supervision of staff, establishment of procedures, recommendation of policies, and development of short and long range plans and budgets for the administrative section of the Division. The employee will assist with programmatic planning.

Work is performed independently under the direction of the Executive Director and is reviewed through conferences, reports, performance reviews and observation of results obtained.

EXAMPLES OF DUTIES:

Coordinates the work of financial management, budget, capital planning, procurement, accounts payable and receivable, payroll and pension, contract management of administrative contracts, and fiscal compliance for programmatic contracts and grants..

Develops and implements procurement policies and ensures effective internal controls.

Supervises and coordinates the activities of assigned staff including determining work procedures and schedules; issuing instructions and assigning duties; reviewing work; recommending financial actions; conducting performance reviews; and conducting departmental training, orientation, and trainings to contracted agencies on fiscal compliance.

Keeps abreast of new developments in Finance and Procurement Management, including those of a technological nature. Analyzes needs, and recommends and implements appropriate measures for improving service; disseminates such information to the Executive Director and other CTAC Staff.

Plans, organizes and coordinates in-service training. Provides assistance and guidance.

Develops annual budget and monitors expenditures.

Plans and organizes services. Recommends policies to the Executive Director; and implements procedures for the CTAC.

Serves as the liaison to the Department of Finance and Accounting, Office of Management and Budget, Purchasing Office, and Human Resources Office and ensures that issues are coordinated on a timely basis with staff on all finance, budget, purchasing, and personnel related matters.

Coordinates CTAC projects and studies at the direction of the Executive Director; develops, implements, analyzes and reports statistical measures of CTAC services.

Recommends changes in Program Service Plans to the Executive Director; assists in developing programming plans at the direction of the Executive Director.

Provides Trust members with information as requested by the Executive Director.

Attends conferences and participates in related professional organizations.

Performs related work as required.

NOTE: These examples are intended only as illustrations of the various kinds of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of various budgeting techniques.

Comprehensive knowledge of current accounting, budgeting and fiscal management principles and practices.

Comprehensive knowledge of management and supervisory techniques, the ability to apply them to create effective and efficient service, the ability to supervise and organize the work of staff, enforce disciplinary procedures, coach and counsel staff and effectively appraise employee's performance.

Considerable knowledge of CTAC organizational set up, functions and financial considerations.

Considerable knowledge of computers and computer software for budgeting and financial application.

Ability to analyze administrative problems and make sound improvement recommendations.

Ability to effectively plan for and manage administrative records and controls and to prepare periodic and special reports.

Ability to communicate effectively both verbally and in writing.

Ability to establish and maintain effective working relationships with CTAC staff and the public.

Ability to maintain complex records, perform research and in-depth analyses, and prepare reports.

Ability to contribute to the overall growth and development of the Children's Trust of Alachua County; understand how and why CTAC policies and procedures were developed.

Ability to ensure contracted agency compliance of all policies and procedures through effective communication and enforcement.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit, talk, or hear. The employee is occasionally required to reach and be mobile.

The employee must occasionally lift and/or move up to 25 pounds in the handling of books. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus associated with the constant use of printed matter and computer monitors.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

MINIMUM QUALIFICATIONS:

Bachelor's degree in accounting, finance, business or a related field, and four years of responsible professional budgeting/finance/accounting experience including two years of supervisory experience; or any equivalent combination of related training and experience. Must provide own means of transportation. Successful completion of a criminal history background investigation is required prior to employment.

SUPPLEMENTAL INFORMATION:

03/03/2020-classification specification currently under review. kab/hr

TAB G



MT. CARMEL BAPTIST CHURCH

February 21, 2020

Colin Murphy, Executive Director,
Children's Trust of Alachua County
218 SE 24th Street,
Gainesville, FL 32641

Dear Sir

Thanks for your consideration of the proposal submitted by Mt. Carmel Baptist church to the Children's Trust of Alachua County. The goal of our innovative pilot program was to engage the students from Howard Bishop Middle and Williams Elementary Schools, who live in the community of the church, in an Academic Enrichment and Computer Science program. The allocation of 30% of our requested amount will not be able to effectively support the launch of our pilot program. It is therefore with much regrets that we inform you of our decision to decline the offer at this time.

Furthermore, due to the nature of the program, the constraints of the limited time frame would severely impact the extent to which our goals and objectives would be achieved. We deeply regret our inability, at this time, to secure an appropriate level of funding to support the launch and pilot of the collaborative educational effort.

Sincerely,

Destin L. Williams

Destin L. Williams, Senior Pastor
Mt. Carmel Baptist Church

2505 NE 8th Avenue ~ Gainesville, FL 32641
Office: 352.378.7322 Fax: 352.378.7312
Email: mountcarmelbapti@bellsouth.net

Children's Trust Application Review Observations

Stuart Wegener

I participated in the review process for the first grant cycle of the Children's Trust Program during early 2020. The review of the fifty-six applications submitted by nonprofit organizations and public agencies was a rewarding experience. For me, it was additional proof that our community has a rich diversity of organizations delivering services to children and youth. The promise of many of the applications was evident, and the Children's Trust Program has strong potential to leverage more creative services and strengthen the existing array of services to the community in the future.

There are also some strategic changes to the application process that would assist in making the Children's Trust more equitable, more manageable and make expectations clearer to the organization.

- Change opportunity to have an unrestricted number of application submissions allowed to one priority per organization per grant cycle. Organizations can submit promising application for next cycle

- Use a letter of intent process for subsequent program cycles. This will help organizations identify their program strategies, and also can winnow out the likely few applications that do not meet basic standards. It will also save staff and Board time. This is a standard strategy used by many funders using a competitive grant process.

- Documents which are identified can be upload into the Zoom Grants system, including those required or suggested:

- ▶ Board list should be required of each, not simply identified

- ▶ A copy of the 501 (c) (3) letter as well

- ▶ Budget detail should probably include last year actual budget and/or audited financial statement; in one case, an audit engagement letter from an accounting firm was submitted, but it was not an audit.

■Reporting requirements can be identified such as a six month progress report. Understandable for the first time it was not included in review, and this initial cycle was actually for six months anyway. A standardized format for the report can be developed, so every organization has the same set of requirements.

There are a significant number of nonprofit organizations participating in the first round of ACCT grant applications which could use technical assistance or what is commonly referred to in the charitable sector as “capacity building.”

As the Children’s Trust program here matures and particularly as the second and third grant cycles get underway, there is an opportunity to assist organizations with management and board assistance such as board development, program development, fundraising, program evaluation methods, etc.

Upon consideration of the fifty six applications included in the Children’s Trust’s first grant cycle, there are certainly different types of nonprofit organizations in terms of organizational capacity. There are those organizations that are sophisticated, well-organized, and well-led, and they don’t require any assistance. There are those organizations, both community fixtures and newly organized ones, who could use such assistance.

At the ground floor, it makes sense to have a workshop which addresses the questions included in the application process. This is already done, but its usefulness might be enhanced if there was a learning opportunity thrown in, with examples posed of answers that fully addressed a question on, say, “meeting racial inequities and economic disparities” for instance.

Some of the value of capacity building for these organizations (or for any nonprofits) is that it increases the power, vitality, creativity and sustainability of the organizations receiving it. The quality and competitiveness of the community’s charitable infrastructure can thereby be enhanced, including the organization’s work with individual donors and organized philanthropy, and public sector funders.

Take a step further, there are opportunities to help organizations in a structured manner, and with economies of scale. If the CTAC Statute would allow it, support for capacity building could be provided through a neutral organization like the Community Foundation of North Central Florida or possibly another entity. An

established curriculum could be developed, one which met a broad set of identified charitable organizational needs.

In a similar vein but with a slightly different focus, during my review there were some organizations whose program concepts were well developed, thoughtful, and would potentially make significant community and sector impact. However, there were key ingredients missing...there was a program idea but no fundraising experience, a small board of directors, and likely little capacity to carry out the program model after the first year, absent additional significant support from CTAC.

For such organizations, it may be useful to segment CT funds to support the cost of specialized management or other assistance in order to help these organizations get to the right level. Or this step could be taken possibly to help the organization find a "kindred" nonprofit organization with which it could combine its program elements. This alternative is not often explored, but it can be accomplished and certainly it is accomplished elsewhere.

As the second and third grant cycle moves forward, it will be useful for the Board and staff to address the issue of potential duplication of services among agencies and organizations submitting requests for funding. Based on review, a significant number of organizations have missions and services which overlap in varying degrees, a fact that in and of itself is not surprising. Developing an organized, thoughtful strategy for assessment of this issue, including how to communicate to organizations to submit information which addresses the interaction of their roles and delivery of services with others, will be helpful.

Of additional value to the Children's Trust will be face-to-face on site visitations to applicant agencies and organizations. An assessment of an organization's capacity to carry out proposed programming, its Board and staff's commitment to a new venture: these all can be enhanced by such review.

Not having reviewed the guiding statute or ordinance creating the Alachua County Children's Trust Program, there may well be an indication of an independent evaluation being conducted on the Program after a period of time. There is strong value to having such an evaluation at an appropriate juncture as can be identified by the Children's Trust Board.

Executive Board Meeting Minutes

Members Present:

Dave Heaton, CSC of Martin County, Chair
Lisa Williams-Taylor, CSC of Palm Beach County, Vice Chair
Sean Boyle, CSC of St. Lucie County, Treasurer
Cindy Arenberg Seltzer, CSC of Broward County
Jim Haj, The Children's Trust of Miami-Dade
Susan Ford, CSC of Manatee County
Saralyn Grass, Kids Hope Alliance, Acting Secretary
Kelley Parris, The Children's Board of Hillsborough County

Florida Children's Council Staff Present:

Matt Guse
Jenny Foltz

Call to Order & Introductory Remarks

Dave Heaton calls the meeting to order at 2:00pm.

Council Business

Agenda

Dave Heaton asked if there were any modifications to the existing agenda, and there were none. Dave asked for a motion to approve the agenda.

Approved.

Approval of Minutes of November 5 & December 16, 2019

Dave asked if there were any changes or edits needing to be made to the minutes. There were none. Dave asked for a motion to approve the minutes from November 5, 2019 and December 16, 2019.

Motion: Cindy Arenberg Seltzer
2nd by: Lisa Williams-Taylor
Approved.

Council Update

Action Item #2020-05 Approval Strategic Planning Contract

Dave explained that with the new proposal, the venue could change to South Florida with a lower price point. Matt stated he agreed to help with research leading up to strategic planning that the moderator typically would do to reduce some of the costs associated with strategic planning. Cindy stated she was willing to host if the group wanted to move the meeting to South Florida. Matt stated that we do not have to pay for her expenses if it stays in South Florida, but we would still have to spend \$6,000.00 for her fee. Dates are March 9-10, and the board discussed staying in Orlando versus moving the strategic planning to South Florida.

Motion to keep the meeting in Orlando & Acceptance of the Proposal: Jim Haj
2nd by: Lisa Williams-Taylor
Approved.

Discussion

Matt stated that the moderator, Catherine Raymond, Ph.D. recommended only 2 representatives from each CSC be present at the strategic planning. The board discussed starting the board meeting on Monday the 9th at 10am to remove a night of staying over. Cindy asked about the limit to 2 people per CSC and who, other than board members, would be brought to the meeting. Lisa stated that she would just bring herself, but that she considered bringing Debra her legislative person. The board decided to only bring board members and no CSC staff. As the new Executive Director of The Children's Trust of Alachua County, Colin Murphy will be invited to the board meeting and strategic planning.

Action Item #2020-06 Approval of Auditing Firm

Dave asked Matt to explain the recommendation of the auditing firms. Matt stated that he thought that the work that James Moore did while he was at the Early Learning Coalition of the Big Bend had been efficient and cost effective. The proposal that James Moore provided came in several thousand dollars below the proposals by the other auditing firm.

Discussion

Lisa stated that the first firm that they chose took three times longer than they expected, and as a result, the price increased significantly the second year. Carroll and Company weighed in on the proposals, and the Council reached out to James Moore to have them clarify what kind of extra work may require extra fees. Jim asked about bylaws related to selecting an auditor, and Lisa stated that there may be another clause. The bylaws will be reviewed. As an update to the financial processes at the Council, Carroll and Company will be processing our 990 requests.

Motion: Cindy

2nd by: Jim

Approved.

Action Item #2020-07 Approval of Budget Amendment- Kellogg Grant

ThinkSpot Inc., who is running the logistics of the Kellogg grant and the FATES project, requested to reconcile the changes in the scope of the grant with the administrative costs, which has a \$10,000 reduction from \$20,000 to \$10,000 in the line item of the Council's CEO salary. Cindy asked about some logistical budget items with the contractors in the Kellogg grant. The board clarified the evolution of the scope of the Kellogg grant and how the FATES project changed over time. The board determined they would like further detailed updates on the FATES project as it relates to the relationship between ThinkSpot Inc., the other associated contracted work between Brittany Birken of the Federal Reserve, and the communities who are involved with the grant. Dave asked for a motion to approve the budget amendment to the Kellogg Grant.

Motion: Cindy Arenberg Seltzer

2nd by: Sean Boyle

Approved.

Action Item #2020-08 Approval of Quarterly Financials

Matt reviewed the financials with the board. The board has some questions over the breakdown of the financials between the Florida Children's Council (501(c) 4) and the Children's Services

Councils of Florida (501(c) 3). Matt stated that he will work with Carroll and Company to create a sheet within the financials that shows the differences between the two entities and the budget-to-actuals. Dave asked for a motion to approve the quarterly financials.

Motion: Lisa Williams-Taylor
2nd by: Sean Boyle
Approved.

Board Business

Legislative Session

The board was very active with HB 661 and SB 1136, the bills directly affecting the Children's Services Councils. Matt stated that he has solid information that the bill should not move in the Senate's committees. If it is not on the calendar by Friday January 31, 2020, then we should trust the source of information that we have. Rep. Grall's bill for Early Learning HB 1013 and Sen. Harrell's companion bill SB 1688 are very long, and there are some things that the Council does not agree with. Saralyn asked why there is opposition to the Early Learning bills. Matt replied that there are letter grades associated with the quality of the Early Learning Centers, which is a component that the Department of Education wanted to include. The bills will change a considerable amount before they are voted on the floor.

First 1,000 Days Conference

Dr. Mimi Graham contacted Matt about the First 1,000 Days conference, and that the last one was in 2018. Mimi has taken the lead on reinvigorating the conference and would like to hold another conference. She asked about the willingness of CSCs to provide financial support. Matt stated that he would mention it to the board and see if there were any interest. Matt discussed that he wanted there to be a return on investment for the CSCs and suggested a track in the conference that highlights the CSC model. Dave asked how the conference was funded in the past. Lisa stated that Healthy Start in Palm Beach County and CSC of Palm Beach County funded it in the beginning. Lisa stated that the CSC of Palm Beach County funded the conference at \$45,000.00. Lisa stated that she would be willing to support \$5,000.00 and maybe a speaker and their travel.

Capital Funding by CSCs

The Council received a question by the Children's Trust of Alachua County's lawyer about providing capital funding to providers. Matt asked the board if they had any context surrounding why they did not provide this type of funding to provide more context to Alachua. The Statute 125.901 states nothing specific about not funding capital funds. Kelley Parris stated it is written into the Children's Board of Hillsborough County's bylaws to not provide capital funding. Sean Boyle says that they have them in their bylaws to provide capital funding, but it is extremely rare and typically has to do with community projects with multiple funders, like redoing a park.

With no further discussion or Board business, the meeting Adjourned at 3:07pm.



March 11, 2020

Mr. Trombetta,

Thank you for making the time to join us during our board meeting on March 9th. You may know that in addition to our board meeting, we had a facilitated strategic planning meeting to determine the direction of the FCC over the next 3-5 years. As part of the process, we spent significant time reviewing the current structure of the organization and what we anticipate our future needs to be. As part of this review we discussed our current grant funded programs and our capacity to maintain those programs and move the organization in a new direction.

The FCC has been the proud fiscal agent and partner of the Florida Afterschool network for more than a decade. Unfortunately, as we look to the future and anticipate the needs of the FCC, we have decided that we can no longer provide the support, financial or staff, necessary to continue the grant beyond the current cycle which ends on September 30, 2020. Therefore, in accordance with our current MOU (attached), please consider this letter as notification of termination as required in paragraph (5) of the document.

While we will not continue the role of fiscal agent in the upcoming grant cycle, we are committed to providing any support necessary to assist with the transition, and will continue to support the grant, and Brian, through the end of the fiscal year. Our board has directed Matt Guse to work with Brian and the FAN advisory council, to provide any and all support necessary over the next 6 months.

We sincerely hope that FAN is able to identify another entity to partner with and can continue to support afterschool programs throughout our state. If you have any questions, please feel free to contact Matt at 850-577-3199 or myself at 772-288-5758 X 103.

Thank you

David L. Heaton

Board Chairman, Florida Children's Council

From: [Leah Galione](#)
To: [Childrens Trust](#); [Cindy Bishop](#); [Jaye Athy](#); [LAWRENCE CERTAIN](#); [Childrens Trust](#)
Subject: Re: from Leah Galione (Gainesville Vineyard)
Date: Friday, March 27, 2020 11:25:54 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

This is from Great Leaps:

I would predict an average of 2 years growth, assuming the program was used 5 days a week and correctly through the summer.

On Fri, Mar 27, 2020 at 10:16 AM Leah Galione <leah@gainesvillevineyard.org> wrote:

I'm not sure who to send this to, but I had an idea this morning.

What if we took some of the extra Children's Trust funds and paid unemployed people in our community \$15 an hour from now through the summer to tutor Title 1 kids online or even any child scoring a level 3 or below on the most recent FSA test. We could use Great Leaps, which is the digital program I have been using with my kids which will ensure equity in tutoring since it is pretty much dummy-proof and also gives us automatic data.

In addition, we could set up virtual training with UFLI to show us additional materials we can use(I have been using Alachua County Library kindle books to show on Zoom and have the kids read to me and using some other online resources Holly Lane has provided me as well). We could purchase inexpensive Kindle Fires(mine were on sale for \$25 with a \$15 case to protect it) to run Zoom on (pre-install on each kindle device and coordinate with ACLD on how to get each family a library card to digitally check out books). Each family would only need one because the children would receive tutoring at separate times. We could run background checks on tutors and purchase a Zoom educational license that would allow us to automatically record and observe tutoring sessions to make sure certain standards are being met. I bet with all our resources, we could have this up and running in 1-2 weeks time. If Great Leaps is used every day from now until the beginning of the fall term, each child could move up at least 1 grade level.

This could be run even if schools re-open in the afterschool hours. I think this would accomplish a lot to help the racial disparity gap. I am willing to spearhead this. Obviously this would take a lot more thought and cooperation, but I think this could really set the kids up for future success.

Sincerely,

Leah Galione

Literacy Program Director

Gainesville Vineyard

352-359-1270

leah@gainesvillevineyard.org

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Leah Galione

Literacy Program Director

Gainesville Vineyard