

Escambia Children's Trust
Board of Directors Meeting
January 10, 2023, at 5:30 PM



Open to the public at the Board of County Commissioners Chambers
Ernie Lee Magaha Bldg., 221 Palafox Place, Pensacola, FL 32502

AGENDA

Agenda Item:

Attachment #:

I. Call to Order (Stephanie White, Chair)

The Escambia Children's Trust respectfully asks that all attendees please turn off cell phones or set them to vibrate or silent.

II. Roll Call (Alma Ellis)

III. Pledge of Allegiance (Lumon May)

IV. Approval of Agenda (Stephanie White, Chair)

V. Minutes

Regular Board Meeting Minutes

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Recommendation: Staff recommends the Board approve the Minutes of the December 13, 2022 Regular Board Meeting, as presented.

VI. Board Reports:

Treasurer's Report (Tim Smith, Treasurer)

- Financial Statements as of November 30, 2022 (no action required)

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VII. Election of 2023 Board Officers (Stephanie White, Chair)

VIII. Public Comments* Regarding Agenda Items (to be heard prior to each item)

IX. Action Items

A. Business

1. Issuance of ITB 2023-01 for Strategic Planning Facilitation (Tammy Greer)

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Recommendation: Staff recommends the Board approve Resolution #2023-01 authorizing the Trust staff to issue ITB 2023-01 for Strategic Planning Facilitation, as presented.

2. Award of Contract in Response to ITB 2022-02 for Conflict Counsel (Tammy Greer)

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Recommendation: Staff recommends the Board approve Resolution #2022-18 authorizing the Executive Director to enter into an agreement with Bryant Miller Olive as conflict counsel, as presented.

B. Program

None

X. Executive Director's Report (Tammy Greer)

XI. Legal Report (Meredith Bush)

XII. Public Comments* Regarding Non-Agenda Items

XIII. Board Comments

XIV. Adjournment

* The Escambia Children's Trust allows any member of the public to speak regarding an item on the Agenda prior to Board action or regarding any related matter not on the agenda following the Legal Report near the end of the meeting. **Anyone who wishes to address the Board is asked to complete a Public Comment Speaker Form. Each speaker is limited to three (3) minutes**, unless otherwise determined by the Chairperson, to allow sufficient time for all speakers. Speakers shall refrain from abusive or profane remarks, disruptive outbursts, protests, or other conduct which interferes with the orderly conduct of the meeting. Upon completion of the public comment period, discussion is limited to Board members and questions raised by the Board.

Next Scheduled Meeting:

Board of Directors Meeting

February 14, 2023 at 9:00 a.m.

221 Palafox Place, Pensacola, FL 32502

Escambia Children’s Trust Board of Directors Meeting

December 13, 2022, at 5:30 PM

Open to the public at the Board of County Commissioners Chambers
Ernie Lee Magaha Bldg., 221 Palafox Place, Pensacola, FL 32502

MINUTES

Meeting Title:	Escambia Children’s Trust Board of Directors Meeting		
Date:	December 13, 2022	Time:	5:30 PM
Location:	221 Palafox Place, Pensacola, FL 32502		
Chair:	Stephanie White	Scribe:	Alma Ellis
Participants:	<p>Board Members: Stephanie White, Tori Woods, Dr. Tim Smith, David Peaden, Dr. Rex Northup, Judge Jennifer Frydrychowicz, Patty Hightower, Commissioner Lumon May, Ms. Melissa Sidoti</p> <p>Staff/advisors: Tammy Greer, Executive Director; Kimberly Krupa, Ph.D., Director of Programs and Performance; Meredith Bush, Esq., Legal Counsel; Ms. Alma Ellis, Board Liaison and Administrative Specialist; Mr. Richard Stone, Program and Research Coordinator</p>		
Not Present:	Pastor Lonnie Wesley		

- **Approval of Agenda (Stephanie White, Chair)**
 - Commissioner May motioned to approve the agenda, Dr. Northup seconded; no discussion, all in favor, motion passed unanimously.
- **Approval of Minutes**
 - Recommendation: Staff recommends the Board approve the minutes of the October 11, 2022 Board meeting as presented.
 - Commissioner May moved to approve the minutes. Dr. Northup seconded; no discussion, all in favor, motion passed unanimously.
- **Treasurer’s Report (Tim Smith, Treasurer)**
 - Dr. Tim Smith delivered a summary of ECT financial statements, see report on the ECT website.
 - Discussion on Treasurer’s Report: Ms. Hightower confirmed the RFPs for Ready Kids and Potential Church have been fully paid out and asked when the Board would receive the Close Out Reports. Ms. Krupa stated the reports were included in the October Board Packet.
 - Ms. White requested an accounting of all marketing materials that have been purchased be provided at next month’s meeting.
- **Public Comments Regarding Agenda Items**
 - Ms. Stephanie White invited public comments regarding the agenda items.
 - Ms. Melissa Pino voiced concern with regard to the Policy Committee recommending policy changes prior to agenda items the vote may affect. Ms. Hightower explained that the only item for discussion at this meeting from the Policy Committee was the Scholarships. Ms. Hightower further stated that one of the most important change was adding the Executive Committee into the evaluation and review process.

- There were multiple public comments regarding the grant funding and the grant approval process. All public comments can be viewed on the ECT website.

- **Action Items**

- Approval of Policy Changes (Scholarship Funding)**

- **Recommendation:** The Policy & Bylaws Committee recommends the Board approve the Scholarship Funding Policy as presented.
 - All were in favor with the exception of Mr. David Peaden. Recommendation passed.

- Consideration of Bylaws Change (Bi-Monthly Meetings)**

- **Recommendation:** The Policy & Bylaws Committee recommends the Board discuss holding bi-monthly Board Meetings, alternating with bi-monthly Standing Committee Meetings (opposite Board Meeting).
 - **Discussion:** All Board members present voiced concerns with moving to bi-monthly meetings. Mr. Peaden and Commissioner May suggested having some meetings during business hours. Ms. White suggested Ms. Greer send out a form to each Board member to check availability for day meetings. Ms. Hightower suggested the community also be able to weigh in on scheduling day meetings. Commissioner May suggested a combination of both day and evening meeting times.
 - With no further discussion, Board Meetings will continue on a monthly basis. Times yet to be determined.

- Evaluation of Executive Director (Contract Renewal)**

- **Public Comment:** Ms. Melissa Peno offered public comments with regard to this topic. See ECT website for all public comments.
 - **Recommendation:** The Personnel Committee recommends the Board approve the extension of the contract for the Executive Director, Tammy Greer for another year with no modifications to the contract.
 - With all in favor and no further discussion, this recommendation passed.

- Award of Contract in Response to ITB 2022-02 (Conflict Counsel)**

- **Recommendation:** Staff recommends the Board approve Resolution 2022-18 authorizing the Executive Director to enter into an agreement with Bryant Miller Olive as conflict counsel, as presented.
 - **Discussion:** Ms. Greer shared that only one response was received on this ITB. Commissioner May asked the hourly rate of the proposal. Hourly rates were reviewed. Commissioner May requested confirmation that no local responses were received. Ms. Greer confirmed that the ITB has been sent out four times and Bryant Miller Olive was the only respondent. Ms. Hightower stated the rates were in line with the School Board's outside council rates. Ms. Hightower noted that she was made aware that Counsel had not reviewed the contract prior to it being brought before the Board. She reiterated the need for Counsel to review all contracts prior to any recommendations. Mr. May requested this contract be brought back to the Board for final approval after legal review and negotiations.

- Ms. Sidoti motioned to approve; Dr. Smith seconded. Commissioner May offered an amended motion for the contract to come back to the Board for approval after legal review and negotiations. Ms. Sidoti accepted the amended motion. Mr. Peaden seconded, all were in favor of the amended motion with the exception of Ms. Sidoti. Recommendation passed.

- **Program**

- **Award of Grants in Response to Out-of-School Time Solicitation**

- **Recommendation:** The Grants Committee recommends the Board approve Resolution 2022-19 authorizing the Executive Director to enter into an agreement with the named providers for a total of \$4,348,473 to provide out-of-school time programming, as presented and to utilize the remaining \$1,496,527 allocated to this initiative to develop a new RFP targeting small organizations.
 - **Motion:** Ms. Woods motioned to postpone the vote on the grants pending further review from the Grants committee. Commissioner May seconded.
 - **Discussion:** The Board, as a whole, expressed the need for improvement with the grant process.
 - Ms. White thanked the public for their comments and suggested the following: The Grants Committee meet earlier in the day so that everyone is not so tired, the Committee allow proposers to answer clarifying questions, the Committee complete site visits, the Committee follow procedures to alleviate inconsistencies and for staff to plan a grants workshop for Board members to attend prior to another RFP.
 - Ms. Sidoti stated she carefully reviewed each proposal and stands by her scoring. She further stated the policy states the Committee “may” allow for public comment, not that it “shall” allow for public comment and perhaps that is something that needs to be taken back to the Policy Committee.
 - Commissioner May voiced his agreement with Ms. Woods and Ms. White and the need to send recommendation back to the Grants Committee for further review. He suggested opening the portal back up to re-evaluate those who have submitted proposals and to allow others who may not have gotten the information to apply. Commissioner May also suggested amending the motion for the Staff put on a workshop for Board members to look at policies and to re-align themselves with the mission and strategy of the Trust.
 - Dr. Northup thanked the visitors for attending the meeting and providing valuable feedback. Additionally, Dr. Northup invited everyone to visit the Trust’s website and sign up for volunteer opportunities to serve on review committees.
 - Ms. Hightower also thanked everyone for attending and suggested the need for standing operating procedures. Ms. Hightower stressed the importance of knowing what the Board expects to be accomplished when sending the recommendation back to the Committee. She further stressed the importance of needing to have clear direction for the Grants Committee prior to the close of the meeting. Judge Frydrychowicz agreed that clear direction must be outlined.

- Dr. Smith expressed the need to look carefully at the process to make sure it is designed properly. He further stated the Trust should keep in mind those programs that were initially recommended for funding as we go forward.
- Discussion took place regarding what technical reviews took place prior to funding recommendations. Ms. Greer explained that the review consisted of confirming everything was received on time and that there was a document for each required section of the proposal. Additionally, staff confirmed the proposal did not go over the number of pages allowed (excluding attachments). Ms. Greer stated the plan was to collect all the required documentation only on proposals approved for funding.
- Some discussion took place as to whether there was an amendment to the motion. Commissioner May was not present to clarify his suggested amendment. Ms. Woods stated the motion stands as originally stated.
- **Voting:** Ms. Woods restated her motion to postpone the vote on the grants pending further review from the Grants committee. Motion was previously seconded by Commissioner May. All were in favor, with the exception of Ms. Sidoti, motion passed.
- **Motion** made by Judge Frydrychowicz for the Grant Committee to review the top 29 previously scored proposals and to direct the staff to begin their due diligence between now and the reconsideration of the scoring and that public engagement be included when reconsidering (interviews to be conducted as aligned with policy). Ms. Hightower seconded.
- **Discussion:** Dr. Smith asked Executive Director Greer to discuss what the biggest push points were to make the grants process better. Ms. Greer listed the following items:
 - More attention when bringing RFPs to the Board as a draft
 - More involvement from the Board on the Grants Committee
 - Standing Committee meetings scheduled for the year so as not to have the logistical challenges that come along with scheduling one by one
 - Getting the Executive Committee going
 - More feedback from the Board
 - Work closer with Legal on contracts
- Judge Frydrychowicz asked Counsel if the outlined process/motion is a process she would recommend her client use.
- Ms. Bush confirmed that Judge Frydrychowicz was asking her opinion on the process based on her motion.
- Judge Frydrychowicz confirmed stating “As our attorney, do you think this is this a plan we should take?”
- Ms. Bush stated she believed the motion addresses concerns raised by members of the Board and members of the public, she believed that by doing due diligence and getting the documentation may eliminate some or at least alleviate some of the fears dealing with the sustainability of the programs allowing the back and forth with members from the organizations

would alleviate some of the confusion over the questions, lowering the scoring amount to include the 29 would alleviate some of the concerns raised of the unfairness when talking about the disparity between the scoring so it sounds like a sound path forward.

- Ms. Hightower commented that the Board should keep in mind that, in an attempt to keep staff costs down, the Board may have expected too much from them and that she would like to work together to make more realistic timelines. She further shared that she has reached out to Ms. Greer and offered to sit down and come up with a Standard Operating Procedure regarding RFPs to ensure the Trust is doing the same each time.
- Ms. Hightower asked for clarification from Counsel on whether the Board needs to continue to operate under the Cone of Silence during this review process. Ms. Bush confirmed the Cone of Silence would still be in effect for all Board members (with the exception of Grant committee members while participating in meetings which is considered an allowable exception).

Voting: With all in favor, this motion passed.

Award of Unsolicited Grants

Recommendation: The Program Committee recommends the Board approve Resolution #2022-20 authorizing the Executive Director to enter into an agreement with the named providers for a total of \$1,049,535 of the \$4,175,382 allocated of which \$3,786,012 remains available for unsolicited/matching funding to provide the proposed services, as presented.

Public Comment: Representative from Legal Services of North Florida introduced herself and let the Board know she was present to answer any questions.

Ms. Melissa Peno offered public comment and echoed the need for a workshop for Grant Committee members; along with her support for the Sheriff's Department and Chief Chip Simmons. She voiced her agreement regarding collecting documentation prior to recommending funding, she questioned the technical equipment funding and how nearly anything the Sheriff's Department uses could be considered equipment for children. And finally, she commented that the unnecessary chaos needs to stop.

Discussion:

- Mr. Peaden asked the representative from Escambia County Sheriff's Office (ECSO) to come forward. Mr. Peaden stated it had been floated around that the ECSO was "begged" to submit a proposal for funding. Mr. Peaden asked if staff had approached ECSO. He commented that Staff had met with ESCO to discuss funding opportunities but there was nothing specifically stated or discussed.
- Ms. Greer stated she has been meeting with a number of community leaders. Ms. Greer stated that in those meetings she discusses things happening in other communities and partnerships between Children's Services Councils (CSC) and other sheriff departments. Those meetings were called to introduce the CSC and the Escambia Children's Trust and that she discussed those topics with anyone that calls. Ms. Greer further stated that several people suggested she meet with the Sheriff because of the things they are doing and because of the article about the Blazer Academy. Ms. Greer stated her job is to make the community aware of what the Trust does. She commented she had also reached out to other organizations including, but not limited to, Legal Services of North Florida, Emerald Coast Legal Services, Pensacola Police Department, The Rotary and that

she never makes any promise of funding.

- Ms. White questioned how Real Time Crime Center and the virtual reality tied directly in with providing children’s services. The ECSO representative stated the following:
 - Real Time Crime Center directly relates to school safety and the online package provides services to children that may be victimized online
 - Virtual Reality Training provides 3D images of all public schools for training purposes and the virtual role playing allows them to pull up virtual actors to interact with that they may not have had the opportunity to interact with before.
- Judge Frydrychowicz requested and received confirmation that it is the ECSO requesting funding and not the ECSO Foundation.
- Ms. Hightower questioned the wording of the recommendation stating she understood the funding requested was under “sole source” and not “unsolicited”.
- Judge Frydrychowicz questioned why the two providers were listed on one recommendation. Ms. Woods stated she would be happy to amend her recommendation to list them separately.

Amended Recommendation: The Program Committee recommends the Board approve Resolution #2022-20 authorizing the Executive Director to enter into an agreement with Legal Services of North Florida the amount of \$2,095,807 to provide proposed services, as presented. Dr. Northup seconded. There being no further discussion and all in favor (with the exception of Judge Frydrychowicz who abstained), this recommendation passed.

Amended Recommendation: The Program Committee recommends the Board approve Escambia County Sheriff’s Office the amount of \$1,166,903.42 to provide proposed services, as presented. Dr. Northup seconded.

Discussion:

- Ms. Sidoti expressed concern that the County seems to be sending people to the Trust for funding programs they previously funded.
- Judge Frydrychowicz stated that she had confirmed with two separate attorneys that there is no conflict with her voting on this matter. She also stated the possibility of potential issues funding police equipment.
- Dr. Smith asked Counsel where the line is between what is acceptable funding and what is not.
- Ms. Bush stated there is no clear line but that the monies cannot be used to supplant other funds. She stated Counsel has had a conversation with the County as to what they are required to fund and what is discretionary. Ms. Bush stated it is ultimately up to the Board to decide if they are replacing funds otherwise available. If they are replacing funds otherwise available, the Board could vote not to fund. If they are not replacing funds they could be allowed to vote to fund, and it is ultimately at the Boards discretion.
- Ms. Hightower stated she would be open to consider partial funding
- Ms. White questioned who pays for the Blazer Academy. ECSO representative responded the Foundation pays for it. Ms. White stated it seems the Blazer Academy

would be more along the lines of services that target children directly. ECSO representative stated Blazer Academy is a statewide funded program and that they wish to keep it that way.

- Ms. Hightower questioned why the Virtual Reality portion and the Real Time Crime Center were not being paid for in the County budget. The ECSO stated he did not know why but that he did know it was not in the three-year budget.

Amended Recommendation: Ms. Sidoti offered an amended motion to fund the Movie Night portion and the PSA portion of the proposal. Ms. White seconded.

Discussion:

- Ms. White requested clarification on what ECSO Foundation funds pay for vs. ECSO. ECSO representative stated the Foundation is a non-profit in place to support things like engagement and employee wellness, and to offset loss income for injury.
- Ms. Hightower stated she felt these items would provide a positive impact in the community.
- Dr. Northup made mention that ECSO is the only organization that provides services from one end of the county to the other and noted the potential for positive outcomes with children.
- Judge Frydrychowicz asked Counsel if there could be any potential liability with the Trust funding this equipment. Ms. Bush stated she doesn't see it as a liability and that her only question would be if it is, in fact, providing children's services.
- Dr. Smith stated he is agreeable that PSA and Movie Night could be seen as directly effecting the children of Escambia County.
- Judge Frydrychowicz asked how PSA could be considered sole-source. ECSO representative stated law enforcement speaking uses the leverage of ESCO to further reach children.
- Ms. Hightower asked if putting the vote off until next month when Commissioner May could be here to have conversations as to whether there may be partnership opportunities or why the county isn't already funding. ECSO representative stated it would not be detrimental to wait.
- Dr. Northup asked if there was the possibility of funding for 2 years until the ECSO and County could have discussions about funding.
- Ms. Greer stated funding does not have to be direct provision of services (per statute)

Voting: With no further discussion, the Board voted on funding only the PSA and Movie Night portion of the proposal. Vote was two (2) for (Ms. Woods and Ms. Sidoti) and six (6) against (Judge Frydrychowicz, Mr. Peaden, Ms. White, Mr. Smith, Ms. Hightower and Dr. Northup). Vote failed.

Voting: With no further discussion, the Board voted on full funding of the ECSO proposal. Vote was four (4) for (Mr. Peaden, Ms. White, Ms. Hightower and Dr. Northup) and four (4) against (Ms. White, Ms. Sidoti, Dr. Smith and Judge Frydrychowicz). Vote failed.

It was noted that this proposal could be brought before the Board at a future date.

Executive Directors Report:

- Ms. Greer provided a brief Executive Director's Report. (Report can be viewed on ECT website)
- Ms. Greer introduced Richard Stone, Program and Research Coordinator
- Staff continues to execute the Strategic Plan and continues to work on the Family Resource Guide

Legal Report: No report from Legal

Board Comments: Ms. White thanked Staff for all of their hard work and thanked Judge Frydrychowicz and Dr. Northup for their service on the Board.

Motion to adjourn: There being no further business, Ms. Woods motioned to adjourn, Mr. Peaden seconded. All in favor, meeting adjourned at 9:01pm.

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Minutes Approved

Stephanie White, Board Chair (signature)

Date: 1/10/2023



Management Report

Escambia Children's Trust
For the period ended November 30, 2022

Prepared on
January 5, 2023

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Balance Sheet

As of November 30, 2022

	Total
ASSETS	
Current Assets	
Bank Accounts	
101.000 Cash in Bank	
101.110 Hancock Whitney General Fund	9,646,719.51
101.130 Hancock Whitney Reserve Account	528,966.21
Total 101.000 Cash in Bank	10,175,685.72
Total Bank Accounts	10,175,685.72
Other Current Assets	
155.000 Prepaid Items	
155.010 Prepaid Rent	2,304.15
155.020 Prepaid FACCT Membership	10,000.00
155.030 Prepaid SAMIS Collaborative Dues	26,666.66
155.040 Prepaid Prime Gov	25,337.62
155.050 Prepaid Health Insurance	3,849.63
Total 155.000 Prepaid Items	68,158.06
Total Other Current Assets	68,158.06
Total Current Assets	10,243,843.78
TOTAL ASSETS	\$10,243,843.78
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202.000 Accounts Payable (A/P)	63,441.60
Total Accounts Payable	63,441.60
Credit Cards	
202.100 Credit Card Accounts	
202.110 Credit Card (8523)	2,099.39
Total 202.100 Credit Card Accounts	2,099.39
Total Credit Cards	2,099.39
Other Current Liabilities	
208.000 Due to Other Governmental Units	
208.010 Due to Escambia County Tax Collector	167,948.86
Total 208.000 Due to Other Governmental Units	167,948.86
216.000 Accrued Salaries and Wages Payable	
216.013 PTO Salary Accrual	2,831.02
Total 216.000 Accrued Salaries and Wages Payable	2,831.02
217.000 Accrued Taxes Payable	
217.011 PTO Tax Accrual	216.57

	Total
Total 217.000 Accrued Taxes Payable	216.57
Total Other Current Liabilities	170,996.45
Total Current Liabilities	236,537.44
Total Liabilities	236,537.44
Equity	
Retained Earnings	9,492,314.77
Net Income	514,991.57
Total Equity	10,007,306.34
TOTAL LIABILITIES AND EQUITY	\$10,243,843.78

Profit and Loss

October - November, 2022

	Total
INCOME	
311.000 Ad Valorem Taxes	651,082.31
311.010 Interest income	51,487.60
Total Income	702,569.91
GROSS PROFIT	
	702,569.91
EXPENSES	
513.00.00 Financial and Administrative	
513.00.01 Tax Collector Fees	16,277.06
513.00.02 Bank Fees	1,007.12
513.00.05 Special District Fees	175.00
Total 513.00.00 Financial and Administrative	17,459.18
564.10.00 Personnel Expenses	
564.10.11 Executive Salaries	18,461.52
564.10.12 Regular Salaries and Wages	33,071.54
564.10.21 FICA Taxes	3,988.89
564.10.23 Life and Health Insurance	7,386.63
Total 564.10.00 Personnel Expenses	62,908.58
564.30.00 Operating Expenditure/Expenses	
564.30.31 Professional Services	
564.30.31.1 Legal Services	15,775.00
564.30.31.2 Other Professional Services	1,535.00
Total 564.30.31 Professional Services	17,310.00
564.30.32 Accounting and Auditing	4,677.05
Total 564.30.00 Operating Expenditure/Expenses	21,987.05
564.30.40 Travel	
564.30.40.1 Car Allowance	600.00
564.30.40.2 Other Travel	2,269.07
Total 564.30.40 Travel	2,869.07
564.30.41 Communication Services	
564.30.41.2 Telephone Expense	181.25
564.30.41.3 Website Administration	1.44
Total 564.30.41 Communication Services	182.69
564.30.42 Freight & Postage Services	60.00
564.30.44.0 Rent & Utilities	
564.30.44.1 Rent	921.66
Total 564.30.44.0 Rent & Utilities	921.66
564.30.48 Promotional Activities	2,067.49
564.30.51 Office Supplies Expense	483.35
564.30.52 Operating Supplies	
564.30.52.1 Software & Apps	7,382.94

	Total
564.30.52.2 Miscellaneous Operating Supplies	207.37
Total 564.30.52 Operating Supplies	7,590.31
564.30.54.0 Books, Publications, Subscriptions, & Memberships	4,734.92
564.30.64.0 Capital Outlay - Machinery and Equipment	3,407.79
564.80.0 Grants and Aids	
564.80.82 Aids to Private Organizations	62,906.25
Total 564.80.0 Grants and Aids	62,906.25
Total Expenses	187,578.34
NET OPERATING INCOME	514,991.57
NET INCOME	\$514,991.57

Profit and Loss by Month

October - November, 2022

	Oct 2022	Nov 2022	Total
INCOME			
311.000 Ad Valorem Taxes		651,082.31	651,082.31
311.010 Interest Income	22,662.35	28,825.25	51,487.60
Total Income	22,662.35	679,907.56	702,569.91
GROSS PROFIT	22,662.35	679,907.56	702,569.91
EXPENSES			
513.00.00 Financial and Administrative			0.00
513.00.01 Tax Collector Fees		16,277.06	16,277.06
513.00.02 Bank Fees	503.73	503.39	1,007.12
513.00.05 Special District Fees	175.00		175.00
Total 513.00.00 Financial and Administrative	678.73	16,780.45	17,459.18
564.10.00 Personnel Expenses			0.00
564.10.11 Executive Salaries	9,230.76	9,230.76	18,461.52
564.10.12 Regular Salaries and Wages	15,653.06	17,418.48	33,071.54
564.10.21 FICA Taxes	1,901.18	2,087.71	3,988.89
564.10.23 Life and Health Insurance	6,106.78	1,279.85	7,386.63
Total 564.10.00 Personnel Expenses	32,891.78	30,016.80	62,908.58
564.30.00 Operating Expenditure/Expenses			0.00
564.30.31 Professional Services			0.00
564.30.31.1 Legal Services	8,400.00	7,375.00	15,775.00
564.30.31.2 Other Professional Services	1,301.00	234.00	1,535.00
Total 564.30.31 Professional Services	9,701.00	7,609.00	17,310.00
564.30.32 Accounting and Auditing	2,329.97	2,347.08	4,677.05
Total 564.30.00 Operating Expenditure/Expenses	12,030.97	9,956.08	21,987.05
564.30.40 Travel			0.00
564.30.40.1 Car Allowance	300.00	300.00	600.00
564.30.40.2 Other Travel	1,783.42	485.65	2,269.07
Total 564.30.40 Travel	2,083.42	785.65	2,869.07

	Oct 2022	Nov 2022	Total
564.30.41 Communication Services			0.00
564.30.41.2 Telephone Expense	81.25	100.00	181.25
564.30.41.3 Website Administration		1.44	1.44
Total 564.30.41 Communication Services	81.25	101.44	182.69
564.30.42 Freight & Postage Services	60.00		60.00
564.30.44.0 Rent & Utilities			0.00
564.30.44.1 Rent	460.83	460.83	921.66
Total 564.30.44.0 Rent & Utilities	460.83	460.83	921.66
564.30.48 Promotional Activities	1,615.49	452.00	2,067.49
564.30.51 Office Supplies Expense	294.86	188.49	483.35
564.30.52 Operating Supplies			0.00
564.30.52.1 Software & Apps	2,928.65	4,454.29	7,382.94
564.30.52.2 Miscellaneous Operating Supplies		207.37	207.37
Total 564.30.52 Operating Supplies	2,928.65	4,661.66	7,590.31
564.30.54.0 Books, Publications, Subscriptions, & Memberships	1,039.25	3,695.67	4,734.92
564.30.64.0 Capital Outlay - Machinery and Equipment		3,407.79	3,407.79
564.80.0 Grants and Aids			0.00
564.80.82 Aids to Private Organizations	43,000.00	19,906.25	62,906.25
Total 564.80.0 Grants and Aids	43,000.00	19,906.25	62,906.25
Total Expenses	97,165.23	90,413.11	187,578.34
NET OPERATING INCOME	(74,502.88)	589,494.45	514,991.57
NET INCOME	\$ (74,502.88)	\$589,494.45	\$514,991.57

Trim Line Budget v Actual YTD

October - November, 2022

	Actual	Budget	over Budget	% of Budget	Total
INCOME					
311.000 Ad Valorem Taxes	651,082.31	1,010,844.70	(359,762.39)	64.41 %	
311.010 Interest Income	51,487.60	4,166.67	47,320.93	1,235.70 %	
Total Income	702,569.91	1,015,011.37	(312,441.46)	69.22 %	
GROSS PROFIT	702,569.91	1,015,011.37	(312,441.46)	69.22 %	
EXPENSES					
513.00.00 Financial and Administrative					
513.00.01 Tax Collector Fees	16,277.06	25,271.10	(8,994.04)	64.41 %	
513.00.02 Bank Fees	1,007.12	800.00	207.12	125.89 %	
Total 513.00.00 Financial and Administrative	17,284.18	26,071.10	(8,786.92)	66.30 %	
564.10.00 Personnel Expenses					
564.10.11 Executive Salaries	18,461.52	20,000.00	(1,538.48)	92.31 %	
564.10.12 Regular Salaries and Wages	33,071.54	50,000.00	(16,928.46)	66.14 %	
564.10.21 FICA Taxes	3,988.89	5,355.00	(1,366.11)	74.49 %	
564.10.22 Retirement Contributions		3,500.00	(3,500.00)		
564.10.23 Life and Health Insurance	7,386.63	5,834.00	1,552.63	126.61 %	
Total 564.10.00 Personnel Expenses	62,908.58	84,689.00	(21,780.42)	74.28 %	
564.30.00 Operating Expenditure/Expenses					
564.30.31 Professional Services					
564.30.31.1 Legal Services	15,775.00	12,000.00	3,775.00	131.46 %	
564.30.31.2 Other Professional Services	1,535.00	9,500.00	(7,965.00)	16.16 %	
Total 564.30.31 Professional Services	17,310.00	21,500.00	(4,190.00)	80.51 %	
564.30.32 Accounting and Auditing	4,677.05	10,120.00	(5,442.95)	46.22 %	
564.30.34 Other Services		1,516.00	(1,516.00)		
Total 564.30.00 Operating Expenditure/Expenses	21,987.05	33,136.00	(11,148.95)	66.35 %	
564.30.40 Travel					
564.30.40.1 Car Allowance	600.00	600.00	0.00	100.00 %	

	Actual	Budget	over Budget	% of Budget
564.30.40.2 Other Travel	2,269.07	1,400.00	869.07	162.08 %
Total 564.30.40 Travel	2,869.07	2,000.00	869.07	143.45 %
564.30.41 Communication Services				
564.30.41.2 Telephone Expense	181.25	200.00	(18.75)	90.63 %
564.30.41.3 Website Administration	1.44	250.00	(248.56)	0.58 %
Total 564.30.41 Communication Services	182.69	450.00	(267.31)	40.60 %
564.30.42 Freight & Postage Services	60.00	366.00	(306.00)	16.39 %
564.30.44.0 Rent & Utilities				
564.30.44.1 Rent	921.66	833.33	88.33	110.60 %
Total 564.30.44.0 Rent & Utilities	921.66	833.33	88.33	110.60 %
564.30.47 Printing & binding		666.67	(666.67)	
564.30.48 Promotional Activities	2,067.49	8,466.67	(6,399.18)	24.42 %
564.30.51 Office Supplies Expense	483.35	500.00	(16.65)	96.67 %
564.30.52 Operating Supplies				
564.30.52.1 Software & Apps	7,382.94	25,000.00	(17,617.06)	29.53 %
564.30.52.2 Miscellaneous Operating Supplies	207.37	3,500.00	(3,292.63)	5.92 %
Total 564.30.52 Operating Supplies	7,590.31	28,500.00	(20,909.69)	26.63 %
564.30.54.0 Books, Publications, Subscriptions, & Memberships	4,734.92	2,833.33	1,901.59	167.12 %
564.30.55 Training				
564.30.55.1 Training - ECT Internal		1,000.00	(1,000.00)	
564.30.55.2 Training - External		3,332.00	(3,332.00)	
Total 564.30.55 Training		4,332.00	(4,332.00)	
564.80.0 Grants and Aids				
564.80.82 Aids to Private Organizations	62,906.25	2,741,280.16	(2,678,373.91)	2.29 %
Total 564.80.0 Grants and Aids	62,906.25	2,741,280.16	(2,678,373.91)	2.29 %
564.90.99 Other Uses - Contingency		35,380.00	(35,380.00)	
Total Expenses	183,995.55	2,969,504.26	(2,785,508.71)	6.20 %
NET OPERATING INCOME	518,574.36	(1,954,492.89)	2,473,067.25	(26.53 %)
NET INCOME	\$518,574.36	\$ (1,954,492.89)	\$2,473,067.25	(26.53 %)

Total

General Ledger

November 2022

Date	Transaction Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
101.000 Cash In Bank								
101.110 Hancock Whitney General Fund								
	Beginning Balance							9,006,420.03
11/04/2022	Expense		No	ADP Wage Pay	ADP FEES	564.30.32 Operating Expenditure/Expenses:Accounting and Auditing	(23.06)	9,006,396.97
11/08/2022	Bill Payment (Check)	1165	No	Webauthor.com	ADP PAYROLL	202.000 Accounts Payable (A/P)	(2,000.00)	9,004,396.97
11/08/2022	Bill Payment (Check)	1164	No	Nippon Life Insurance Company of America	Group# LV0500 LB No 62348	202.000 Accounts Payable (A/P)	(589.38)	9,003,807.59
11/08/2022	Bill Payment (Check)	1163	No	Suzanne Fendley, Court Reporter		202.000 Accounts Payable (A/P)	(297.00)	9,003,510.59
11/09/2022	Expense		No	ADP Wage Pay	ADP Tax	216.012 Accrued Salaries and Wages Payable:Payroll Clearing	(3,280.70)	9,000,229.89
11/09/2022	Expense		No	ADP Wage Pay	WAGE PAY	216.012 Accrued Salaries and Wages Payable:Payroll Clearing	(10,552.71)	8,989,677.18
11/09/2022	Expense		No	ADP Wage Pay	PAY-BY-PAY	564.30.32 Operating Expenditure/Expenses:Accounting and Auditing	(31.19)	8,989,645.99
11/10/2022	Expense		No	ADP Wage Pay	ADP Tax	564.10.21 Personnel Expenses:FICA Taxes	(42.00)	8,989,603.99
11/14/2022	Expense		No	Hancock Whitney	ANALYSIS SERVICE CHG	513.00.02 Financial and Administrative:Bank Fees	(503.39)	8,989,100.60
11/15/2022	Deposit		No	Escambia County Tax Collector		311.000 Ad Valorem Taxes	149,766.70	9,138,867.30
11/18/2022	Expense		No	ADP Wage Pay	ADP FEES	564.30.32 Operating Expenditure/Expenses:Accounting and Auditing	(25.60)	9,138,841.70
11/22/2022	Expense		No	Florida Blue	PREMIUM BLUECROSSFLO	564.10.23 Personnel Expenses:Life and Health Insurance	(3,849.63)	9,134,992.07
11/22/2022	Credit Card Payment		No	Hancock Whitney	V/MC PYMT WHIT	202.110 Credit Card Accounts:Credit Card (8523)	(2,036.39)	9,132,955.68
11/22/2022	Expense		No	ADP Wage Pay	ADP Tax	216.012 Accrued Salaries and Wages Payable:Payroll Clearing	(3,522.13)	9,129,433.55
11/22/2022	Expense		No	ADP Wage Pay	WAGE PAY	216.012 Accrued Salaries and Wages Payable:Payroll Clearing	(11,243.57)	9,118,189.98
11/22/2022	Expense		No	ADP Wage Pay	PAY-BY-PAY	564.30.32 Operating Expenditure/Expenses:Accounting and Auditing	(33.50)	9,118,156.48

Date	Transaction Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
11/29/2022	Deposit		No	Escambia County Tax Collector		311.000 Ad Valorem Taxes	501,315.61	9,619,472.09
11/30/2022	Deposit		No	Hancock Whitney	MISC TRAN	311.010 Interest Income	27,247.42	9,646,719.51
Total for 101.110 Hancock Whitney General Fund							\$640,299.48	
101.130 Hancock Whitney Reserve Account								
Beginning Balance								
11/30/2022	Deposit		No	Hancock Whitney	Interest Earned	311.010 Interest Income	1,577.83	527,388.38
Total for 101.130 Hancock Whitney Reserve Account							\$1,577.83	
Total for 101.000 Cash In Bank								
155.000 Prepaid Items							\$641,877.31	
155.010 Prepaid Rent								
Beginning Balance								
11/01/2022	Journal Entry		No		To record rent expense.	-Split-	(460.83)	2,304.15
Total for 155.010 Prepaid Rent							\$ (460.83)	
155.020 Prepaid FACCT Membership								
Beginning Balance								
11/30/2022	Journal Entry		No		To record monthly FACCT membership dues.	-Split-	(1,000.00)	10,000.00
Total for 155.020 Prepaid FACCT Membership							\$ (1,000.00)	
155.030 Prepaid SAMIS Collaborative Dues								
Beginning Balance								
11/30/2022	Journal Entry		No		To record monthly SAMIS Collaborative dues.	-Split-	(2,666.67)	26,666.66
Total for 155.030 Prepaid SAMIS Collaborative Dues							\$ (2,666.67)	
155.040 Prepaid Prime Gov								
Beginning Balance								
11/01/2022	Bill		No	Prime Government Solutions, Inc.		202.000 Accounts Payable (A/P)	27,641.00	27,641.00
11/30/2022	Journal Entry		No		To record expense for month.	-Split-	(2,303.38)	25,337.62
Total for 155.040 Prepaid Prime Gov							\$25,337.62	
155.050 Prepaid Health Insurance								
Beginning Balance								
Total for 155.050 Prepaid Health Insurance							1,376.67	

Date	Transaction Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
11/01/2022	Journal Entry	AJE-71R	No		To record prepaid health insurance for November 2022.	-Split-	(1,376.67)	0.00
11/30/2022	Journal Entry	AJE-72	No		To record prepaid health insurance for December 2022.	-Split-	3,849.63	3,849.63
Total for 155,050 Prepaid Health Insurance							\$2,472.96	
Total for 155,000 Prepaid Items							\$23,683.08	
202,000 Accounts Payable (A/P)								
Beginning Balance								
11/01/2022	Bill Payment (Check)		No	Anglin Reichmann Armstrong		-Split-	0.00	2,474.91
11/01/2022	Bill	CW-112644	No	Venture Solutions	December Service	564.30,31.2 Operating Expenditure/Expenses:Professional Services:Other Professional Services	234.00	2,708.91
11/01/2022	Bill	10166	No	Webauthor.com		564.30,52.1 Operating Supplies:Software & Apps	2,000.00	4,708.91
11/01/2022	Bill	102758	No	Anglin Reichmann Armstrong	Accounting Services	564.30,32 Operating Expenditure/Expenses:Accounting and Auditing	2,177.91	6,886.82
11/01/2022	Bill	PG-000378SI	No	Prime Government Solutions, Inc.		155.040 Prepaid Items:Prepaid Prime Gov	27,641.00	34,527.82
11/01/2022	Bill	0000753925	No	Nippon Life Insurance Company of America	Dental and Vision insurance	564.10,23 Personnel Expenses:Life and Health Insurance	589.38	35,117.20
11/01/2022	Journal Entry	AJE-54R	No		To accrue accounting expense for October 2022.	-Split-	(2,177.91)	32,939.29
11/01/2022	Bill	14620	No	3Sixty Marketing, Inc.	Stress Balls	564.30,48 Promotional Activities	330.00	33,269.29
11/08/2022	Bill Payment (Check)	1165	No	Webauthor.com		101.110 Cash in Bank:Hancock Whitney General Fund	(2,000.00)	31,269.29
11/08/2022	Bill Payment (Check)	1164	No	Nippon Life Insurance Company of America		101.110 Cash in Bank:Hancock Whitney General Fund	(589.38)	30,679.91
11/08/2022	Bill Payment (Check)	1163	No	Suzanne Fendley, Court Reporter		101.110 Cash in Bank:Hancock Whitney General Fund	(297.00)	30,382.91
11/08/2022	Bill	CW-112899	No	Venture Solutions	Computer setup for 5th employee	564.30,64.0 Capital Outlay - Machinery and Equipment	2,489.79	32,872.70
11/08/2022	Bill	CW-112901	No	Venture Solutions	Adobe	564.30,52.1 Operating Supplies:Software & Apps	135.92	33,008.62
11/09/2022	Bill	98314090	No	Clark Parlington	Matter 210933 - Specific Legal Services - Oct 2022	564.30,31.1 Operating Expenditure/Expenses:Professional Services:Legal Services	4,375.00	37,383.62

Date	Transaction Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
11/09/2022	Bill	98314089	No	Clark Partington	Matter 210932 - General Legal Services Oct 2022	564.30.31.1 Operating Expenditure/Expenses:Professiona l Services:Legal Services	3,000.00	40,383.62
11/14/2022	Bill	10312022	No	Early Learning Coalition of Escambia County		564.80.82 Grants and Aids:Aids to Private Organizations	19,906.25	60,289.87
11/21/2022	Bill	299371-0	No	McAleer's Office Furniture	Office furniture	564.30.64.0 Capital Outlay - Machinery and Equipment	918.00	61,207.87
11/30/2022	Journal Entry	AJE-61	No		To accrue accounting expense for November 2022.	-Split-	2,233.73	63,441.60
Total for 202,000 Accounts Payable (A/P)							\$60,966.69	

202.100 Credit Card Accounts
202.110 Credit Card (8523)

Beginning Balance								
11/01/2022	Expense	70158333	No	Indeed	Job Posting	564.30.48 Promotional Activities	122.00	3,086.84
11/01/2022	Expense	RB9868619450	No	Office Depot	Hanging folders & file labels	564.30.51 Office Supplies Expense	57.64	3,266.48
11/03/2022	Expense		No	Adobe Inc.	Adobe Subscription	564.30.52.1 Operating Supplies:Software & Apps	14.99	3,281.47
11/03/2022	Expense		No	Delta Air Lines	FACCT Conference flight - Greer Return flight	564.30.40.2 Travel:Other Travel	140.60	3,422.07
11/03/2022	Expense		No	Orbitz	Orbitz booking fee	564.30.40.2 Travel:Other Travel	3.11	3,425.18
11/03/2022	Expense		No	American Airlines	FACCT Conference flight - Greer going	564.30.40.2 Travel:Other Travel	239.10	3,664.28
11/03/2022	Expense		No	Orbitz	Travel trip protection	564.30.40.2 Travel:Other Travel	33.84	3,698.12
11/05/2022	Expense	RB9871093378	No	Hertz	Toll booth charge	564.30.40.2 Travel:Other Travel	20.00	3,718.12
11/07/2022	Expense	RB9873399710	No	Office Depot	Office Supplies	564.30.51 Office Supplies Expense	42.93	3,761.05
11/08/2022	Expense		No	Vista Print	Business Cards - A. Ellis	564.30.51 Office Supplies Expense	63.42	3,824.47
11/10/2022	Expense	RB9875650569	No	Amazon	Weekly Planner	564.30.51 Office Supplies Expense	24.50	3,848.97
11/16/2022	Expense		No	Dollar Tree	Holiday open house	564.30.52.2 Operating Supplies:Miscellaneous Operating Supplies	28.00	3,876.97
11/17/2022	Expense	Upgraded protection	No	GoDaddy	Upgraded domain protection	564.30.41.3 Communication Services:Website Administration	1.44	3,878.41
11/18/2022	Expense	RB9883269550	No	From You Flowers	Bereavement flowers	564.30.52.2 Operating Supplies:Miscellaneous Operating Supplies	76.28	3,954.69
11/18/2022	Expense		No	Walmart	Holiday open house	564.30.52.2 Operating Supplies:Miscellaneous Operating Supplies	103.09	4,057.78

Date	Transaction Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
11/20/2022	Expense		No	!Stock	subscription	564.30,54.0 Books, Publications, Subscriptions, & Memberships	29.00	4,086.78
11/22/2022	Credit Card Payment		No	Hancock Whitney	V/MC PYMT HANCOCK	101.110 Cash in Bank:Hancock	(2,036.39)	2,050.39
11/29/2022	Expense	RB9890552059	No	LYt	WHIT	Whitney General Fund	49.00	2,099.39
Total for 202.110 Credit Card (8523)							\$(987.45)	
Total for 202.100 Credit Card Accounts							\$(987.45)	
208.000 Due to Other Governmental Units								
208.010 Due to Escambia County Tax Collector								
Beginning Balance								
11/15/2022	Journal Entry	AJE-62	No		To accrue estimated 2.5% fee due County Tax Collector in November 2022.	-Split-	3,744.17	155,415.97
11/29/2022	Journal Entry	AJE-63	No		To accrue estimated 2.5% fee due County Tax Collector in November 2022.	-Split-	12,532.89	167,948.86
Total for 208.010 Due to Escambia County Tax Collector							\$16,277.06	
Total for 208.000 Due to Other Governmental Units							\$16,277.06	
216.000 Accrued Salaries and Wages Payable								
216.012 Payroll Clearing								
11/09/2022	Expense		No	ADP Wage Pay	WAGE PAY ADP WAGE PAY	101.110 Cash in Bank:Hancock Whitney General Fund	(10,552.71)	(10,552.71)
11/09/2022	Expense		No	ADP Wage Pay	ADP Tax	101.110 Cash in Bank:Hancock Whitney General Fund	(3,280.70)	(13,833.41)
11/10/2022	Journal Entry	AJE-55	No		To classify payroll activity	-Split-	13,833.41	0.00
11/22/2022	Expense		No	ADP Wage Pay	WAGE PAY ADP WAGE PAY	101.110 Cash in Bank:Hancock Whitney General Fund	(11,243.57)	(11,243.57)
11/22/2022	Expense		No	ADP Wage Pay	ADP Tax	101.110 Cash in Bank:Hancock Whitney General Fund	(3,522.13)	(14,765.70)
11/23/2022	Journal Entry	AJE-57	No		To classify payroll activity	-Split-	14,765.70	0.00
Total for 216.012 Payroll Clearing							\$0.00	
216.013 PTO Salary Accrual								
Beginning Balance								
Total for 216.013 PTO Salary Accrual								2,831.02

Date	Transaction Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
216,023 Life and Health Insurance Payable								
Beginning Balance								
11/30/2022	Journal Entry	AJE-48	No		To record payment for prior year insurance coverage	-Split-	(190.36)	0.00
Total for 216,023 Life and Health Insurance Payable							\$(190.36)	
217,000 Accrued Salaries and Wages Payable								
217,011 PTO Tax Accrual								
Beginning Balance								
Total for 217,011 PTO Tax Accrual								216.57
Total for 217,000 Accrued Taxes Payable								
Retained Earnings								
Beginning Balance								
Total for Retained Earnings								9,492,314.77
311,000 Ad Valorem Taxes								
11/15/2022	Deposit		No	Escambia County Tax Collector		101.110 Cash in Bank:Hancock Whitney General Fund	149,766.70	149,766.70
11/29/2022	Deposit		No	Escambia County Tax Collector		101.110 Cash in Bank:Hancock Whitney General Fund	501,315.61	651,082.31
Total for 311,000 Ad Valorem Taxes							\$651,082.31	
311,010 Interest Income								
Beginning Balance								
11/30/2022	Deposit		No	Hancock Whitney	MISC TRAN	101.110 Cash in Bank:Hancock Whitney General Fund	27,247.42	49,909.77
11/30/2022	Deposit	INTEREST	No	Hancock Whitney		101.130 Cash in Bank:Hancock Whitney Reserve Account	1,577.83	51,487.60
Total for 311,010 Interest Income							\$28,825.25	
513,000,00 Financial and Administrative								
513,000,01 Tax Collector Fees								
11/15/2022	Journal Entry	AJE-62	No		To accrue estimated 2.5% fee due County Tax Collector in November 2022.	-Split-	3,744.17	3,744.17

Date	Transaction Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
11/29/2022	Journal Entry	AJE-63	No		To accrue estimated 2.5% fee due County Tax Collector in November 2022.	-Split-	12,532.89	16,277.06
Total for 513.00.01 Tax Collector Fees							\$16,277.06	
513.00.02 Bank Fees								
Beginning Balance								
11/14/2022	Expense		No	Hancock Whitney	ANALYSIS SERVICE CHG	101.110 Cash in Bank:Hancock Whitney General Fund	503.39	1,007.12
Total for 513.00.02 Bank Fees							\$503.39	
513.00.05 Special District Fees								
Beginning Balance								
Total for 513.00.05 Special District Fees								175.00
Total for 513.00.00 Financial and Administrative							\$16,780.45	
564.10.00 Personnel Expenses								
564.10.11 Executive Salaries								
Beginning Balance								
11/10/2022	Journal Entry	AJE-55	No		To classify payroll activity	-Split-	4,615.38	13,846.14
11/23/2022	Journal Entry	AJE-57	No		To classify payroll activity	-Split-	4,615.38	18,461.52
Total for 564.10.11 Executive Salaries							\$9,230.76	
564.10.12 Regular Salaries and Wages								
Beginning Balance								
11/10/2022	Journal Entry	AJE-55	No		To classify payroll activity	-Split-	8,229.24	23,882.30
11/23/2022	Journal Entry	AJE-57	No		To classify payroll activity	-Split-	9,189.24	33,071.54
Total for 564.10.12 Regular Salaries and Wages							\$17,418.48	
564.10.21 FICA Taxes								
Beginning Balance								
11/10/2022	Expense		No	ADP Wage Pay	ADP Tax	101.110 Cash in Bank:Hancock Whitney General Fund	42.00	1,943.18
11/10/2022	Journal Entry	AJE-55	No		To classify payroll activity	-Split-	987.16	2,930.34
11/23/2022	Journal Entry	AJE-57	No		To classify payroll activity	-Split-	1,058.55	3,988.89
Total for 564.10.21 FICA Taxes							\$2,087.71	

Date	Transaction Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
564.10.23 Life and Health Insurance								
Beginning Balance								
11/01/2022	Bill	0000753925	No	Nippon Life Insurance Company of America	Dental and Vision Insurance	202.000 Accounts Payable (A/P)	589.38	6,696.16
11/01/2022	Journal Entry	AJE-71R	No		To record prepaid health insurance for November 2022.	-Split-	1,376.67	8,072.83
11/10/2022	Journal Entry	AJE-55	No		To classify payroll activity	-Split-	(198.37)	7,874.46
11/22/2022	Expense		No	Florida Blue	PREMIUM BLUECROSSFLO	101.110 Cash in Bank-Hancock Whitney General Fund	3,849.63	11,724.09
11/23/2022	Journal Entry	AJE-57	No		To classify payroll activity	-Split-	(297.47)	11,426.62
11/30/2022	Journal Entry	AJE-72	No		To record prepaid health insurance for December 2022.	-Split-	(3,849.63)	7,576.99
11/30/2022	Journal Entry	AJE-48	No		To record payment for prior year insurance coverage	-Split-	(190.36)	7,386.63
Total for 564.10.23 Life and Health Insurance							\$1,279.85	
Total for 564.10.00 Personnel Expenses							\$30,016.80	
564.30.00 Operating Expenditure/Expenses								
564.30.31 Professional Services								
564.30.31.1 Legal Services								
Beginning Balance								
11/09/2022	Bill	98314089	No	Clark Partington	Matter 210932 - General Legal Services Oct 2022	202.000 Accounts Payable (A/P)	3,000.00	11,400.00
11/09/2022	Bill	98314090	No	Clark Partington	Matter 210933 - Specific Legal Services - Oct 2022	202.000 Accounts Payable (A/P)	4,375.00	15,775.00
Total for 564.30.31.1 Legal Services							\$7,375.00	
564.30.31.2 Other Professional Services								
Beginning Balance								
11/01/2022	Bill	CW-112644	No	Venture Solutions	December Service	202.000 Accounts Payable (A/P)	234.00	1,535.00
Total for 564.30.31.2 Other Professional Services							\$234.00	
Total for 564.30.31 Professional Services							\$7,609.00	
564.30.32 Accounting and Auditing								
Beginning Balance								
11/01/2022	Journal Entry	AJE-54R	No		To accrue accounting expense for October 2022.	-Split-	(2,177.91)	152.06
Total for 564.30.32 Accounting and Auditing							2,329.97	

Date	Transaction Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
11/01/2022	Bill	102758	No	Anglin Reichmann Armstrong	Accounting Services	202.000 Accounts Payable (A/P)	2,177.91	2,329.97
11/04/2022	Expense		No	ADP Wage Pay	ADP FEES	101.110 Cash in Bank:Hancock Whitney General Fund	23.06	2,353.03
11/09/2022	Expense		No	ADP Wage Pay	PAY-BY-PAY	101.110 Cash in Bank:Hancock Whitney General Fund	31.19	2,384.22
11/18/2022	Expense		No	ADP Wage Pay	ADP FEES	101.110 Cash in Bank:Hancock Whitney General Fund	25.60	2,409.82
11/22/2022	Expense		No	ADP Wage Pay	PAY-BY-PAY	101.110 Cash in Bank:Hancock Whitney General Fund	33.50	2,443.32
11/30/2022	Journal Entry	AJE-61	No		To accrue accounting expense for November 2022.	-Split-	2,233.73	4,677.05
Total for 564.30.32 Accounting and Auditing							\$2,947.08	
Total for 564.30.00 Operating Expenditure/Expenses							\$9,956.08	
564.30.40 Travel								
564.30.40.1 Car Allowance								
Beginning Balance								
11/10/2022	Journal Entry	AJE-55	No		To classify payroll activity	-Split-	150.00	450.00
11/23/2022	Journal Entry	AJE-57	No		To classify payroll activity	-Split-	150.00	600.00
Total for 564.30.40.1 Car Allowance							\$300.00	
564.30.40.2 Other Travel								
Beginning Balance								
11/03/2022	Expense		No	American Airlines	FAOCT Conference flight - Greer going	202.110 Credit Card Accounts:Credit Card (8523)	239.10	2,022.52
11/03/2022	Expense		No	Orbitz	Orbitz booking fee	202.110 Credit Card Accounts:Credit Card (8523)	3.11	2,025.63
11/03/2022	Expense		No	Orbitz	Travel trip protection	202.110 Credit Card Accounts:Credit Card (8523)	33.84	2,059.47
11/03/2022	Expense		No	Delta Air Lines	FAOCT Conference flight - Greer Return flight	202.110 Credit Card Accounts:Credit Card (8523)	140.60	2,200.07
11/05/2022	Expense	RB9871093378	No	Hertz	Toll booth charge	202.110 Credit Card Accounts:Credit Card (8523)	20.00	2,220.07
11/29/2022	Expense	RB9890552059	No	LYft		202.110 Credit Card Accounts:Credit Card (8523)	49.00	2,269.07
Total for 564.30.40.2 Other Travel							\$485.65	
Total for 564.30.40 Travel							\$785.65	

Date	Transaction Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
564.30.41 Communication Services								
564.30.41.2 Telephone Expense								
Beginning Balance								
11/10/2022	Journal Entry	AJE-55	No		To classify payroll activity	-Split-	50.00	131.25
11/23/2022	Journal Entry	AJE-57	No		To classify payroll activity	-Split-	50.00	181.25
Total for 564.30.41.2 Telephone Expense							\$100.00	
564.30.41.3 Website Administration								
11/17/2022	Expense	Upgraded protection	No	GoDaddy	Upgraded domain protection	202.110 Credit Card Accounts:Credit Card (8523)	1.44	1.44
Total for 564.30.41.3 Website Administration							\$1.44	
Total for 564.30.41 Communication Services								
564.30.42 Freight & Postage Services							\$101.44	
Beginning Balance								
Total for 564.30.42 Freight & Postage Services								
564.30.44.0 Rent & Utilities								
564.30.44.1 Rent								
Beginning Balance								
11/01/2022	Journal Entry	AJE-53	No		To record rent expense.	-Split-	460.83	460.83
Total for 564.30.44.1 Rent							\$460.83	921.66
Total for 564.30.44.0 Rent & Utilities								
564.30.48 Promotional Activities							\$460.83	
Beginning Balance								
11/01/2022	Expense	70158933	No	Indeed	Job posting	202.110 Credit Card Accounts:Credit Card (8523)	122.00	1,737.49
11/01/2022	Bill	14620	No	3Sixty Marketing, Inc.	Stress Balls	202.000 Accounts Payable (AP)	330.00	2,067.49
Total for 564.30.48 Promotional Activities							\$452.00	
564.30.51 Office Supplies Expense								
Beginning Balance								
11/01/2022	Expense	RB9868619450	No	Office Depot	Hanging folders & file labels	202.110 Credit Card Accounts:Credit Card (8523)	57.64	294.86
Total for 564.30.51 Office Supplies Expense							\$57.64	352.50

Date	Transaction Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
11/07/2022	Expense	RB9873399710	No	Office Depot	Office Supplies	202.110 Credit Card Accounts:Credit Card (8523)	42.93	395.43
11/08/2022	Expense		No	Vista Print	Business Cards - A. Ellis	202.110 Credit Card Accounts:Credit Card (8523)	63.42	458.85
11/10/2022	Expense	RB9875650569	No	Amazon	Weekly Planner	202.110 Credit Card Accounts:Credit Card (8523)	24.50	483.35
Total for 564.30.51 Office Supplies Expense							\$188.49	
564.30.52 Operating Supplies								
564.30.52.1 Software & Apps								
Beginning Balance								
11/01/2022	Bill	10166	No	Webauthor.com		202.000 Accounts Payable (A/P)	2,000.00	4,928.65
11/03/2022	Expense		No	Adobe Inc.	Adobe subscription	202.110 Credit Card Accounts:Credit Card (8523)	14.99	4,943.64
11/08/2022	Bill	CW-112901	No	Venture Solutions	Adobe	202.000 Accounts Payable (A/P)	135.92	5,079.56
11/30/2022	Journal Entry	AJE-73	No		To record expense for month.	-Split-	2,303.38	7,382.94
Total for 564.30.52.1 Software & Apps							\$4,454.29	
564.30.52.2 Miscellaneous Operating Supplies								
11/16/2022	Expense		No	Dollar Tree	Holiday open house	202.110 Credit Card Accounts:Credit Card (8523)	28.00	28.00
11/18/2022	Expense		No	Walmart	Holiday open house	202.110 Credit Card Accounts:Credit Card (8523)	103.09	131.09
11/18/2022	Expense	RB98983269550	No	From You Flowers	Bereavement flowers	202.110 Credit Card Accounts:Credit Card (8523)	76.28	207.37
Total for 564.30.52.2 Miscellaneous Operating Supplies							\$207.37	
Total for 564.30.52 Operating Supplies							\$4,661.66	
564.30.54.0 Books, Publications, Subscriptions, & Memberships								
Beginning Balance								
11/20/2022	Expense		No	!Stock	subscription	202.110 Credit Card Accounts:Credit Card (8523)	29.00	1,039.25
11/30/2022	Journal Entry	AJE-59	No		To record monthly FACCT membership dues.	-Split-	1,000.00	2,068.25
11/30/2022	Journal Entry	AJE-58	No		To record monthly SAMMS Collaborative dues.	-Split-	2,666.67	4,734.92
Total for 564.30.54.0 Books, Publications, Subscriptions, & Memberships							\$3,695.67	
564.30.64.0 Capital Outlay - Machinery and Equipment								

Date	Transaction Type	Num	Adj	Name	Memo/Description	Split	Amount	Balance
11/08/2022	Bill	CW-112899	No	Venture Solutions	Computer setup for 5th employee	202.000 Accounts Payable (A/P)	2,489.79	2,489.79
11/21/2022	Bill	299371-0	No	McAleer's Office Furniture	Office furniture	202.000 Accounts Payable (A/P)	918.00	3,407.79
Total for 564,30,64.0 Capital Outlay - Machinery and Equipment							\$3,407.79	
564,80.0 Grants and Aids								
564,80.82 Aids to Private Organizations								
Beginning Balance								
11/14/2022	Bill	10312022	No	Early Learning Coalition of Escambia County		202.000 Accounts Payable (A/P)	19,906.25	62,906.25
Total for 564,80.82 Aids to Private Organizations							\$19,906.25	
Not Specified								
11/01/2022	Bill Payment (Check)		No	Arglin Reichmann Armstrong	Accounting Services	202.000 Accounts Payable (A/P)	0.00	0.00
Total for Not Specified							\$0.00	



**Invitation to Bid (ITB)
for
Strategic Planning Facilitation
ITB 2023-01**

**Submission Deadline:
Friday, February 24, 2023, at 3:30 PM CST**

**Escambia Children's Trust
1000 College Boulevard
Bldg. 11, Suite 1100-H
Pensacola, FL 32504
(850) 475-4983**

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PART ONE: GENERAL INFORMATION

A. Introduction

The Board of the Escambia Children’s Trust (“ECT” or the “Trust”) seeks responsive bids from qualified consultants to guide the Trust in the development of a three-year strategic plan. Qualified consultants will demonstrate strong facilitation skills and proven experience with non-profit or governmental strategic planning. The award determination will be based on the best interest of ECT. The Trust reserves the right to award a contract to or negotiate a contract with a responsible bidder submitting the most responsive or best alternative bid for a resulting contract that is most advantageous to and in the best interest of ECT. The Trust shall be the sole judge of the proposal and the resulting contract, and its decision shall be final.

Respondents will be competing against each other for selection to provide strategic planning services to ECT as more fully described herein. The submissions of all Respondent firms shall be compared and evaluated pursuant to the evaluation criteria set forth in this solicitation.

RESPONDENTS PLEASE NOTE:

- Selection of a Respondent under this solicitation does not commit ECT to procuring any services pursuant to this solicitation.
- The Trust will negotiate contract terms upon selection. All contracts are subject to review by legal counsel and approval by the ECT Board of Directors or designated committee. A Respondent will be awarded the work upon signing of a Contract, which outlines terms, scope, budget, and other necessary items. The Trust reserves the right to reject all proposals.

It is the intent and purpose of the Trust that this solicitation promotes competitive selection. It shall be the Respondent’s responsibility to advise ECT if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source.

For more information on the Escambia Children’s Trust, visit the agency’s website at www.escambiachildrenstrust.org.

B. Overview of the Escambia Children's Trust

The Escambia Children's Trust (ECT) is an independent special taxing district in accordance with §125.901, Fla. Stat. and Escambia County Ordinance 2020-22. A copy of the provisions from the Escambia County Code and Florida Law are attached hereto as **Exhibit One** to the Solicitation. **Attachment K** is an acknowledgment that the Respondent has reviewed the subject provisions.

The agency was established by referendum in November of 2020 with the first round of funding being received in November of 2021. The purpose of the Escambia Children's Trust is to invest in the well-being of children in Escambia County by maximizing resources and ensuring accountability through investment in and support to community provider programs. The Trust shall serve to collaborate and support necessary educational, preventive, developmental, treatment, intervention, and rehabilitative services for children within the County through funding and/or through cooperative agreements where not otherwise prohibited. The ECT fiscal year runs from October 1 to September 30. A one-year interim strategic plan was developed to guide ECT's work for fiscal year 2022-2023 and is attached hereto as **Exhibit Two**.

C. Scope of Services

The purpose of this ITB is to obtain the services of a qualified consultant to facilitate the development of a comprehensive strategic plan to guide the work of the Escambia Children's Trust for the next three fiscal years: 2023-2024, 2024-2025, and 2025-2026.

The Respondent shall provide the following services to support ECT's strategic planning effort and will serve as a collaborative partner in working with the Board and staff to facilitate, organize, and produce a strategic plan. Specifically, the scope of services includes the following tasks:

- Review existing materials related to the prior strategic plan, relevant collateral material, and current efforts being undertaken to address the needs of children and families in Escambia County
- Exercise due diligence to understand the role of children's services councils in Florida
- Conduct interviews of Board members, staff, and key community stakeholders to gain perspective for ECT efforts and strategic priorities
- Facilitate planning sessions with the ECT Board and staff
- Develop a multi-year strategic plan to include measurable objectives
- Develop alternatives for consideration by the Board in order to arrive at a final strategic plan

The Respondent shall ensure that the final strategic plan is produced and available for presentation to the Board of Directors for approval and adoption no later than Friday, September 1, 2023.

PART TWO: SUBMISSION OF RESPONSES

A. Schedule

1. The solicitation process will proceed according to the following anticipated schedule:

Release of Invitation to Bid	Wednesday, January 11, 2023
Last Day for ITB Clarifications	Friday, February 17, 2023
Bid Submission Deadline	Friday, February 24, 2023
ECT Board Approval	Tuesday, March 14, 2023
Approximate Contract Start Date	Monday, April 3, 2023
Final Strategic Plan Due Date	Friday, September 1, 2023

2. Responses will be due no later than **Friday, February 24, 2023, at 3:30 p.m. (CDT)**. Responses received later than the date and time specified will not be considered. The ECT assumes no responsibility or liability for late delivery or receipt of responses. The burden is on the Respondent to confirm receipt by the ECT of any submittal.
3. The responses will be evaluated pursuant to the criteria set forth in this solicitation. Notification of selection or non-selection of all Respondents who submitted conforming responses will be emailed when the selection process is final.

B. Questions

Questions regarding this solicitation must be submitted to: tabrams@escambiachildrenstrust.org.

C. Instructions for Submission of Responses

Respondents are cautioned to read carefully and conform to the requirements of this solicitation. Failure to comply with the provisions of this solicitation may serve as grounds for rejection of a response.

1. All responses must be submitted by **Friday, February 24, 2023, at 3:30 p.m. (CDT)**.
2. Responses submitted after the deadline will not be accepted. ECT will acknowledge receipt of all submission. It is the respondent's responsibility to assure that a proposal is received in a timely manner.
3. All expenses for a response to this solicitation are to be borne by the Respondent.
4. Interested firms should submit a fixed rate price for identified services. The price shall include all labor, material, and equipment necessary for the performance of the agreement.
5. ECT expects all firms to consent to the scope of work and specifications outlined herein. Exceptions must be clearly noted in the submission.

6. ECT reserves the right to reject any and all submissions, to waive irregularities and informalities, to request additional information from respondents, and further reserves the right to select the responsive submission which furthers the best interests of ECT.
7. Responsive submissions shall clearly indicate the legal name, address, telephone number, and email address of the firm.
8. Submissions shall be binding and in effect for a period of ninety (90) days following the proposal opening.
9. All interested firms shall submit their bid packet via email to Tammy Abrams, Director of Finance and Operations at tabrams@escambiachildrenstrust.org.
10. A statement indicating compliance with the terms, conditions and specifications contained in this solicitation must be included in the response.
11. Proposals are to be submitted no later than **Friday, February 24, 2023, at 3:30 p.m. (CDT)** and must be submitted as shown above in number 9.

D. Information Required

1. Executive Summary:

Respondents should provide a summary of their organization, their qualifications, and their proposed approach for working with the ECT. This summary should be a maximum of one (1) page in length.

2. Statement of Respondent's Qualifications:

- a. Provide an overview of the Respondent's background and credentials.
- b. Provide the Respondent's address, noting any offices located in Escambia County, Florida.
- c. Describe experience in providing similar services for other Florida local governments, independent special districts, or nonprofit organizations. Include the names, addresses, contact persons, and telephone numbers of similar organizations that the Respondent has worked with within the past three years.
- d. Explain the Respondent's capabilities and availability of resources.
- e. Provide an affirmative statement that you are independent of ECT and that you are properly licensed to practice in the State of Florida.
- f. Identify the primary contact and what, if any, experience this individual has in working with governmental clients.

- g. Provide resumes of staff to be assigned to the ECT strategic planning, including their education, position in the firm, years and types of experience, etc.

3. Proposed Services:

Describe the approach to the scope of work that will likely lead to the successful development of an actionable strategic plan. Include any additional information Respondent wishes to convey that illustrates understanding and knowledge of the ECT's mission and work.

4. Work Plan:

Provide a fee schedule. Include information indicating how the price was determined. For example, the Respondent should indicate the estimated number of hours by staff level, hourly rates and total cost by staff level. Any out-of-pocket expenses should also be indicated.

5. Budget:

Provide a project budget including a fee schedule. Include information indicating how the price was determined. For example, the Respondent should indicate the estimated number of hours by staff level, hourly rates and total cost by staff level. Any additional expenses should also be indicated.

6. References:

Provide a list of at least three (3) references and contact information.

7. Agreement:

Respondents are expected to include a proposed agreement for services with their bid.

8. Include a W-9 Form and Tax Identification Number (TIN).

9. Include a completed ECT Vendor Questionnaire contained herein as **Attachment A**.

10. Include a completed Information Sheet for Transactions and Conveyances Corporate Identification contained herein as **Attachment B**.

11. Conflict of Interest:

Indicate whether the Respondent/Firm has any conflict of interest.

No member or employee of the contracting entity/ECT or its designees or agents; no member of the governing body; and no other ECT official who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Respondent shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

It shall be unethical for any ECT employee to participate directly or indirectly in a procurement contract when the ECT employee knows that:

- (1) The ECT employee or any member of the ECT employee's immediate family has a financial interest in the procurement contract; or
- (2) Any other person, business, or organization with whom the member of the ECT, ECT employee, or any member of an ECT employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

It shall be unethical for any person to offer, give, or agree to give any ECT Board member, employee, or former employee, or for any ECT Board member, employee, or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, strategic planning, or in any other advisory capacity to ECT in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier sub-contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Include a completed Conflict of Interest Form and Litigation Statement contained herein as **Attachment C**.

12. Include a completed Certification Regarding E-Verify System contained herein as **Attachment D**.

13. Include a completed Equal Employment Opportunity Statement contained herein as **Attachment E**.

14. Include a Statement on Public Entity Crimes contained herein as **Attachment F**.
15. Include a completed Drug-Free Workplace Form contained herein as **Attachment G**.
16. If applicable, include an Acknowledgement of Addenda contained herein as **Attachment H**.
17. Include a complete listing of firm Branch Offices contained herein as **Attachment I**.
18. Include a completed Signature Sheet contained herein as **Attachment J**.
19. Include completed Acknowledgement of Exhibits contained herein as **Attachment K**.

E. Exceptions

If taking exception to any portion of the solicitation specifications, the Respondent must indicate those exceptions in its submission.

F. Chapter 119, Florida Statutes

Upon the deadline for submission, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

G. Correction of Proposals

Correction of inadvertently erroneous bid submissions shall be permitted up to the time of solicitation deadline. Respondents shall not be allowed to modify their proposals after the submission deadline time and date.

H. Opening of Proposals

Proposals will be received until the date and time stated in this solicitation, receipt of submissions will be acknowledged via email to document time and date of receipt. No responsibility will attach the ECT for any submissions not properly addressed and identified.

I. Rejection of Proposals

PROPOSALS MAY BE REJECTED AND/OR RESPONDENT(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Failure to update the information on file including address, product, service, or business descriptions.
2. Failure to perform according to contract provisions.
3. Conviction in a court of law of any criminal offense in connection with the conduct of business.
4. Evidence of a violation of any federal or state antitrust law based on the submission of proposals, or the awarding of contracts.
5. Evidence that the Respondent has attempted to give an ECT member or employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the ECT purchasing activity.
6. Other reasons deemed appropriate by ECT.

J. Cone of Silence

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Respondents, service providers and the like are prohibited from all communications regarding the solicitation with ECT Board members, ECT staff, ECT consultants, ECT Agents, or appointed officials. Any Respondent who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

1. Written communication directed to the procurement officer, Tammy Abrams via email at tabrams@escambiachildrenstrust.org;
2. Oral presentations before publicly noticed committee meetings, if any;
3. Procurement of goods and services for emergency situations; and
4. Respondents already on contract with ECT to perform services for ECT are allowed discussions necessary for the completion of an existing contract.

K. Disclosure of Conflicts

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Respondents must disclose with their Response the name of any officer, director, or agent who is also an employee of the ECT. Further, all Respondents must disclose the name of any employee who owns, directly or indirectly, an interest in the Respondent's firm or any of its branches. The Respondent shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the ECT for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Respondent. The Respondent shall have no interest and

shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

L. Americans with Disabilities Act (ADA)

If you need special services or accommodations in accordance with the Americans with Disabilities Act, please contact the ECT Administrative Specialist, Alma Ellis, at **850-475-4982** or **info@escambiachildrenstrust.org** at least 48 hours before the scheduled event.

PART THREE: EVALUATION PROCESS AND CRITERIA

The Escambia Children’s Trust Board or designated committee shall evaluate each Response that is properly submitted. However, the Trust reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Respondent can propose. The written submissions will be evaluated and ranked based on the criteria enumerated below.

Selection will be awarded based solely on ranking of written proposals deemed to be fully qualified and best suited. However, at the discretion of the ECT or designated committee, two or more Respondents may be asked to provide oral presentations to the ECT or designated committee. Notice of the assigned times will be communicated in advance to the Respondent. These exchanges are not in any way be construed as a “negotiation” of terms by either party.

Selection of a Respondent to provide Strategic Planning Facilitation will be based on the following criteria:

1. Qualifications & Experience (20 points)

Consultant has the qualifications necessary to successfully complete the scope of work. The consultant has prior experience working on similar projects and prior experience working with similar organizations. Candidate has successfully completed similar projects and has the qualifications necessary to undertake this project. Prior work demonstrates innovative ideas that have engaged audiences and delivered results within a similar scope and challenges. Maximum point value will be awarded to proposers that have worked on similar scope projects within the last three years.

2. Scope of Proposal (25 points)

The proposal demonstrates an understanding of the project goals and desired results. The proposal illustrates an approach to the scope of work that will likely lead to the successful development of an actionable strategic plan. The proposal illustrates the consultant’s ability to

successfully execute the proposed approach. The proposal includes an appropriate process to interact with Board members, ECT staff, and key community stakeholders.

3. Work Plan/Timeline (20 points)

The proposal adequately details project activities and milestones, or deliverables associated with the scope of work. The proposal includes a detailed timeline and indicates that the work can be completed within a reasonable project timeline.

4. Budget (25 points)

The proposal includes a detailed budget including a fee schedule related to the scope of work. Proposed costs are reasonable.

5. Local Escambia County Business (10 points)

To receive a ten (10) point preference as a local business, the proposer shall have an official business address within Escambia County from the date/time that this ITB is issued.

Maximum points = 100

While the order of these factors does not generally denote relative importance, the ECT acknowledges that selecting best value providers primarily requires a balanced combination of (1) reasonable rates and the availability of flat fees, blended rates, and caps on fees; (2) strong experience and demonstrated expertise in providing similar services to similar entities; and (3) a demonstrated commitment to diversity and inclusion.

The Trust reserves the right to consider such other relevant factors, as it deems appropriate in order to hire the best value provider of the Strategic Planning Services. The Trust may or may not seek additional information from Respondents prior to making a selection. This solicitation does not commit ECT to select any firm, award any work order, pay any costs incurred in preparing a response, or procure or contract for any services or supplies. The Trust reserves the right to accept or reject any or all submittals received, cancel or modify the solicitation in part or in its entirety, or change the solicitation guidelines, when it is in the best interests of ECT to do so.

PART FOUR: OTHER PROVISIONS

A. General Information

The Trust will award a contract only to a responsive and responsible Respondent. To qualify as responsive, the Respondent must respond to all requirements of the solicitation in a complete and thorough manner. In order to qualify as responsible, the Respondent must demonstrate: (1) the availability of adequate resources and staffing to efficiently and expeditiously meet ECT's needs; (2) the necessary experience, organization, qualifications, skills and facilities to provide Strategic Planning Services as set forth in this solicitation; (3) a satisfactory record of performance in the provision of the Strategic Planning Services set forth in this solicitation; (4) a demonstrated commitment to diversity and inclusion; and (5) the ability and willingness to comply with the requirements of Federal and State law relative to equal employment opportunity.

ANY PROPOSAL DETERMINED TO BE NONRESPONSIVE TO THIS SOLICITATION, INCLUDING INSTRUCTIONS GOVERNING THE SUBMISSION OF PROPOSALS, WILL BE DISQUALIFIED WITHOUT EVALUATION UNLESS THE TRUST OR DESIGNATED COMMITTEE DETERMINES THAT THE NONCOMPLIANCE IS INSUBSTANTIAL.

The Trust makes no guarantee that any Strategic Planning Services will be purchased pursuant to any Contract entered into with Respondent as a result of this solicitation.

Unless otherwise specified in this solicitation, all communications, responses, and documentation must be in English, and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this solicitation.

Respondents are prohibited from communicating directly with any member of the Trust except as specified in this solicitation, and no other individual employee or representative is authorized to provide any information or respond to any questions or inquiries concerning this solicitation.

The goal of this solicitation is to select and enter into a Contract with the Respondent that will provide the best value of Strategic Planning Services to achieve the procurement goals of the Trust.

Costs that are not specifically identified in the Respondent's response and/or not specifically accepted by ECT as part of the Contract will not be compensated under any contract awarded pursuant to this solicitation. Respondent's submitted bid shall be treated by the Trust as an accurate statement of Respondent's capabilities and experience. Should any statement asserted by Respondent prove to be inaccurate or inconsistent with the foregoing, such inaccuracy or inconsistency shall constitute sufficient cause for rejection of the Response and/or of any resulting contract.

The Trust or designated committee will rule on any such matters and will determine appropriate action.

If the Trust determines that it is necessary to revise any part of this solicitation, or if additional data is necessary to clarify any of its provisions, a supplement will be issued in the same manner as originally distributed.

The Trust's solicitation evaluation personnel reserve the right to amend the solicitation at any time prior to the deadline for submission of responses.

Submitted Responses must be valid in all respects for a minimum period of ninety (90) days after the deadline for submission.

The Contract and work orders entered into as a result of this solicitation shall be on a fee for service basis.

It is anticipated that the Trust shall select one Respondent to this solicitation and intends to enter into a Contract with one Respondent. It is anticipated that the term of the Contract entered into pursuant to this solicitation will be for a term of six months.

B. Waiver Authority

The ECT reserves the right, at its sole discretion, to waive minor irregularities in submittal requirements, to request modifications of the response, to accept or reject any or all responses received, and/or to cancel all or part of this solicitation at any time prior to awards.

C. Disclaimer

This solicitation does not commit the ECT to award any funds, pay any costs incurred in preparing a response, or procure or contract for services or supplies. The ECT reserves the right to accept or reject any or all responses received, negotiate with all qualified Respondents, cancel or modify the solicitation in part or in its entirety, or change the response guidelines, when it is in its best interests.

D. Changes/Amendments to Solicitation

This solicitation has been distributed electronically using various sites. It is the responsibility of respondents to check these sites for any addenda or modifications to a solicitation to which they intend to respond. The ECT accepts no liability and will provide no accommodation to Respondents who submit a response based on an out-of-date solicitation document.

E. Contract Ethics

The following contract ethics will also apply.

1. No Board member or employee of the Trust who exercises any responsibilities in the review, approval, or implementation of the proposal or agreement shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.
2. The firm shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of the Trust.
3. The firm shall not accept any client or project that places it in a conflict of interest with its representation of the Trust. If such conflict of interest is subsequently discovered, the Trust shall be promptly notified.

F. Indemnification and Hold Harmless

Respondent covenants and agrees that it will indemnify and hold harmless ECT and all of ECT's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by Respondent during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the Trust of said parties may be subject, except that neither the Respondent nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of ECT or any of its officers, agents, or employees.

G. Insurance

If required upon execution of a contract, the Respondent shall maintain insurance during the life of this agreement, and the Escambia Children's Trust shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

H. Independent Contractor

It is expressly understood and agreed by both parties hereto that the Trust is contracting with the successful Respondent as an independent contractor. The parties hereto understand and agree that ECT shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Respondent under

this contract and that the successful Respondent has no authority to bind the Trust. The Respondent represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of ECT. Therefore, the Respondent shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold ECT, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Respondent shall further understand that ECT cannot save and hold harmless and or indemnify the Respondent and/or the Respondent's employees against any liability incurred or arising as a result of any activity of the Respondent or any activity of the Respondent's employees performed in connection with the Contract.

I. Clarifications

Questions regarding this solicitation process and questions relative to the scope of services shall be addressed to the procurement officer, Tammy Abrams, Director of Finance and Operations, in writing via email only at tabrams@escambiachildrenstrust.org and must be received no later than **Friday, February 17, 2023, at 12:00 p.m. (CDT)**. Any interpretations, clarifications, or changes made will be in the form of written addenda issued by ECT and posted on its website at www.escambiachildrenstrust.org. Oral answers will not be authoritative.

J. Evaluation of Responses

The ECT shall evaluate all responses. The ECT full Board will vote on the responses at its meeting to be held on **Tuesday, March 14, 2023, at 5:30 p.m. (CDT)**.

Exhibit One

For the full text of the applicable laws and regulations, please use the following web links:

- ❖ Ordinance 2020-22 of Escambia County, Florida

<https://acrobat.adobe.com/link/track?uri=urn%3Aaid%3Ausc%3AUS%3Afd0b41f0-1908-369b-be10-92884e957d10&viewer%21megaVerb=group-discover>

- ❖ Chapter 189, Florida Statutes (2021)

http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/0189ContentsIndex.html&StatuteYear=2021&Title=%2D%3E2021%2D%3EChapter%20189

- ❖ Chapter 218, Florida Statutes (2021)

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0200-0299/0218/0218.html

Exhibit Two

Interim Strategic Plan 2022-2023

ATTACHMENT A

Escambia Children's Trust Vendor Questionnaire

Additional space may be required. Please answer questions in the order presented. All questions must be answered, or Respondent may be disqualified.

Name of Respondent: _____

1) Has your company ever been denied insurance or had insurance canceled?

No Yes

2) Is your company bondable?

No Yes

3) Has your company ever been denied bond? If yes, explain.

No Yes; _____

4) Can your insurance company produce a certificate of insurance stating your limits and naming Escambia Children's Trust as an Additional Insured?

No Yes

5) Is your company in any stage of bankruptcy, including initial filing?

No Yes

6) Has your company been disbarred by the Federal Government or any State or Local Government?

No Yes

7) How many employees does your company have?

Employees: Full Time _____ Part Time _____

Contractors: Full Time _____ Part Time _____

ATTACHMENT B

Information Sheet for Transactions and Conveyances Corporate Identification

(Page 1 of 2)

The following information will be provided to the attorney for Escambia Children's Trust for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the State of Florida or Federal Government.

Name of Corporation: <i>Spelled exactly as it is registered with the State or Federal Government</i>	
State Where Incorporated:	
Corporate Address: <i>Please provide both the post office box and street address for mail and/or express delivery; if applicable</i>	

Status of corporation: For Profit Not for Profit

In good standing: No Yes

Authorized to transact business in Florida: No Yes

Florida Dept of State Certificate of Authority Document Number: _____

Registered fictitious name: No Yes: _____

Names of Officers:

President: _____
Vice President: _____
Treasurer: _____
Secretary: _____
Director: _____
Other: _____

**Information Sheet for Transactions and Conveyances
Corporate Identification**

(Page 2 of 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company: _____

E-Mail: _____

Telephone: _____

Facsimile: _____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Escambia Children's Trust.

Firm Name: _____

Name of Authorized Signer: _____

Authorized Signature: _____

Date Signed: _____

ATTACHMENT C

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

ATTACHMENT D

Certification Regarding E-Verify System

Pursuant to §448.095, Florida Statutes, the Contractor hereby certifies the following:

Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by Contractor during the term of this Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

Failure to comply with these requirements shall be cause for immediate termination of the Agreement.

Firm Name: _____

Name of Authorized Signer: _____

Authorized Signature: _____

Date Signed: _____

ATTACHMENT E

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The undersigned Respondent, by the signature below, represents that the foregoing information is true and correct. The undersigned Respondent, by the signature below, provides assurances to the Escambia Children's Trust of its compliance with Federal, State and local affirmative action and equal employment opportunity requirements. The undersigned Respondent further assures that it and its sub-contractors/sub-recipients' facilities are accessible to the handicapped (if applicable).

IN WITNESS WHEREOF, this Equal Employment Opportunity Statement is hereby signed as of the date indicated.

Firm Name: _____

Name of Authorized Signer: _____

Authorized Signature: _____

Date Signed: _____

ATTACHMENT F

STATEMENT ON PUBLIC ENTITY CRIMES

In accordance with Florida Statute 287.133, the following information is provided:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

COMPANY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT G

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will adhere to the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Authorized Representative Signature

Date

ATTACHMENT H

ACKNOWLEDGEMENT OF ADDENDA STRATEGIC PLANNING SERVICES

The proposer shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below and including it in the proposal. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your proposal. Material impacts included but are not limited to changes with specifications, scope of work, delivery time, performance period, bonds, letters of credit, insurance, qualifications, etc.

Addendum Number	Date	Signature

ATTACHMENT I

STRATEGIC PLANNING FIRM OFFICE LOCATIONS

(Please list all addresses here)

ATTACHMENT J

SIGNATURE SHEET

Strategic Planning Services for Escambia Children's Trust ITB 2022-01

The undersigned, as Vendor, does declare that no other persons other than the Vendor herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties.

The Vendor proposes and agrees that, if this proposal is accepted, to contract with the Escambia Children's Trust, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, means of transportation (including freight costs) necessary to provide:

Legal Name of Firm:

Address:

City: _____ State: _____ Zip: _____

Signature: _____

Title: _____

Telephone: _____ Fax No.: _____

Email Address _____

**To receive consideration for award,
responses must include this signature sheet.**

ATTACHMENT K

Acknowledgment

The undersigned, as Vendor, does declare that the firm has received and reviewed a copy of Exhibit One which contains Escambia County Ordinance 2020-22, Chapter 189, Florida Statutes, and Chapter 218, Florida Statutes and Exhibit Two which contains the Interim Strategic Plan for 2022-2023.

Legal Name of Firm: _____

Signature: _____

Date: _____

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL LEGAL SERVICES (hereinafter, the "Agreement") is made and entered into by and between the **ESCAMBIA CHILDREN'S TRUST**, an independent special district of the State of Florida created pursuant to Section 125.901, Florida Statutes (hereinafter, "ECT" or the "ECT Board of Directors"), and the law firm of **BRYANT MILLER OLIVE P.A.** located at 1545 Raymond Diehl Road, Tallahassee FL 32308 (hereinafter referred to as "BMO").

WITNESSETH:

WHEREAS, ECT desires to retain BMO to provide legal services to ECT by serving as its Special Counsel, particularly as conflict counsel in matters where ECT's General Counsel has a conflict of interest; and

WHEREAS, BMO is agreeable to providing said legal services to ECT.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ECT and BMO hereby agree as follows:

1. **Scope of Services.** BMO shall serve as Special Counsel to ECT, and shall provide all legal services described in Exhibit "A", attached hereto. BMO agrees to perform in a professional manner all legal services necessary and proper for the purposes and services for which BMO has been retained.

2. **Adherence to Laws.** BMO shall adhere to all state and local laws, administrative orders and rules, including Rules regulating the Florida Bar and applicable county ordinances.

3. **Term of Agreement.** This Agreement shall commence on the Effective Date as such term is defined below and shall run until terminated. Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other party. The termination of this Agreement will not terminate ECT's obligation to pay BMO fees and expenses incurred prior to termination.

4. **Compensation, Reimbursable Expenses, and Billing.** As consideration for the legal professional services performed pursuant to this Agreement, ECT shall compensate BMO for Special Counsel services at the following hourly rates:

Shareholders & Board Certified Attorneys	\$275.00 per hour
Associates	\$215.00 per hour
Paralegals/Law Clerks	\$ 75.00 per hour

BMO's hourly rates do not include expenses and "out of pocket" costs such as filing fees, court reporting, publication costs, travel, overnight courier costs, postage, copying, long distance

phone charges, Westlaw charges, etc. Such costs will be in addition to BMO's professional fees, and are further described in Exhibit "B", attached hereto; provided, however, BMO will not bill for reimbursement of monthly expenses in an amount greater than \$500.00 without obtaining approval from the ECT Administrator or chief executive officer. BMO will charge ECT for expenses associated with travel to and from ECT Board of Directors meetings.

In any litigation matter, in the event any person or entity other than ECT is required to pay our attorney's fees, the hourly rates for attorney's fees would be \$395.00 for all attorneys, or such amount as is determined by the court, whichever is greater.

BMO will bill ECT for legal services and expenses on a monthly basis. Billing for BMO's services shall be in an auditable format with sufficient identifying information of the tasks performed, the date the applicable tasks were performed and the number of hours spent on each applicable task. Payment shall be due when rendered, and billing is further described in Exhibit "B", attached hereto. ECT agrees to pay all undisputed billing charges in accordance with the Florida Local Government Prompt Payment Act, F.S. 218.70 et seq. The parties will promptly address and attempt to resolve any dispute regarding payment in accordance with a dispute resolution procedure established pursuant to the Florida Local Government Prompt Payment Act. Any payments made on past due statements are applied first to the oldest outstanding statement. BMO will be entitled to attorneys' fees and expenses if collection activities are necessary.

Christopher Roe will act as Special Counsel for ECT. BMO will designate a member of the firm to stand in on any occasion when Mr. Roe is unavailable for in person attendance. As Special Counsel, Mr. Roe is specifically authorized to recommend or otherwise refer legal work, including labor & employment matters, to other members of BMO.

5. **BMO's Representation of Other Clients.** BMO has disclosed to ECT that it does, has, and may in the future, serve as bond counsel, disclosure counsel, special counsel, P3 counsel, or general counsel to other local governments throughout Florida or otherwise act as underwriter's counsel on public finance matters in Florida. In particular, BMO currently serves Escambia County and Escambia County Housing Finance Authority as their bond counsel. BMO represents that it can effectively represent ECT and discharge BMO's professional responsibilities notwithstanding its representation of the County as bond counsel or of other parties in unrelated matters, either because such representations will be sufficiently different or because the potential for prohibited conflict of interest is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter. However, BMO will inform ECT as to any potential engagements which may implicate multiparty representation concerns and reserve to ECT the right to identify a representation that it finds objectionable, in which case BMO agrees to take appropriate steps to resolve the issue as required by the rules of The Florida Bar.

Accordingly, ECT acknowledges and agrees that BMO's role as legal counsel to any other local governmental entity is not likely to create or cause any actual conflict; and service as legal counsel to other BMO clients will not per se be construed as a conflict or be objectionable to ECT.

However, nothing herein shall preclude ECT from obtaining legal services from a law firm or legal office other than BMO where the ECT Board of Directors determines such action to be in ECT's best interest. In the event ECT determines, after consultation with BMO, that BMO is unable to provide the services contemplated by this Agreement, ECT shall have the right to retain other attorneys or law firms to provide any and all such services, or additional services ECT shall deem necessary to attorneys or law firms as may be necessary to service and represent its interests, and BMO shall cooperate with such additional attorneys or law firms as may be necessary to service and represent the interest of ECT and effectuate the intent of this Agreement.

6. **Legally Required Statement and Provisions Regarding Access to Records for Services Contracts.** Pursuant to section 119.0701, Florida Statutes, for any tasks performed by BMO behalf of ECT, BMO shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by ECT to perform the work contemplated by this Agreement; (b) upon request from ECT's custodian of public records, provide ECT with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if BMO does not transfer the records to ECT in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if ECT, in its sole and absolute discretion, requests that all Public Records in possession of BMO be transferred to ECT, BMO shall transfer, at no cost, to ECT, all Public Records in possession of BMO within thirty (30) days of such request or (ii) if no such request is made by ECT, BMO shall keep and maintain the Public Records required by ECT to perform the work contemplated by this Agreement. If BMO transfers all Public Records to ECT pursuant to (d)(i) above, BMO shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to ECT and provide ECT with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If BMO keeps and maintains Public Records pursuant to (d)(ii) on above, BMO shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to ECT, upon request from ECT's custodian of public records, in a format that is compatible with the information technology of ECT.

If BMO does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, ECT may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which BMO is acting on behalf of ECT.

7. **Notice.** Notice required to be given pursuant to this Agreement shall be deemed given as of the date of personal service or within five (5) business days after depositing such notice with the United States Postal Service, first class, registered or certified or within two (2) business days after depositing such notice with a nationally recognized overnight courier service to the following addresses or such other address as either party may indicate to the other in writing:

ECT: Escambia Children's Trust
Attn: Executive Director
1000 College Blvd Building 11
Suite 1100H
Pensacola, FL 32504

BMO: Christopher Roe, Esq.
Bryant Miller Olive
1545 Raymond Diehl Road
Suite 300
Tallahassee, FL 32308

8. **Insurance.** Without limiting its liability under this Agreement, BMO shall procure and maintain during the life of this Agreement professional liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per occurrence.

9. **Assignment.** BMO shall not assign its rights and obligations under this Agreement, in whole or in part, without the prior written consent of the ECT.

10. **Modification of Agreement.** No oral explanation or oral information by either of the parties hereto shall alter the meaning or interpretation of this Agreement and neither party shall claim any amendment, modification or release from any provisions hereof by reason of a course of action or mutual agreement unless such agreement is in writing and executed by the respective duly authorized representatives of each of the parties hereto.

11. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without giving effect to any rules of conflicts of law. Venue of any disputes relating to this Agreement shall be in Escambia County, Florida.

12. **Entire Agreement.** This Agreement is intended as the final expression of the parties' agreement and it is the complete and exclusive statement of the terms thereof. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein. There are no other understanding, agreements, or representations, expressed or implied, relating to this Agreement.

13. **Waiver.** Any waiver by either party of any term, condition or breach of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition

of this Agreement, nor a waiver of a subsequent breach of the same or another term or condition and shall not in any way affect, limit, or waive such party's right thereafter to enforce strict compliance with every other term and condition hereof.

14. **Severability.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

15. **Survival.** Neither the termination nor cancellation of this Agreement shall be deemed to relieve BMO of any obligations hereunder that by their nature survive termination or cancellation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date written below.

Dated this ____ day of _____, 2023 (the "Effective Date").

ESCAMBIA CHILDREN'S TRUST

By: _____

Name: _____

Title: _____

BRYANT MILLER OLIVE P.A:

BY: _____

Christopher Roe
Shareholder

EXHIBIT "A"

Special Counsel Services

As Special Counsel, BMO shall perform the following services:

1. Provide legal advice, counsel services, and consultation to the Trust elected and appointed officials, representatives, and employees on a wide variety of civil assignments;
2. Answer requests for legal opinions, in writing and verbally. Prepare written legal opinions at the request of the Trust elected and appointed officials, representatives, and employees. Availability to answer staff questions by telephone;
3. Appear before administrative agencies, County Commissioners, and others to represent the Trust's interests;
4. Provide guidance and legal advice on the Government-in-the-Sunshine Law, the Freedom of Information Act, Robert's Rules of Order, Board rules and procedures, § 125.901 and 200.065, Fla. Stat., Escambia County Ordinance § 2020-22, and other laws related to an independent special district;
5. Assist the Trust officials and employees to maintain awareness of ethical standards and appearance or fairness standards and to avoid potential conflicts of interest, prohibited transactions, and the appearance of prohibited transactions;
6. Prepare and review ordinances and resolutions for legal correctness and acceptability;
7. Review lease renewals for legal correctness and acceptability;
8. Prepare and review contracts and other documents for legal correctness and acceptability;
9. Review and re-draft Board policies for legal correctness and acceptability. Attendance of all relevant Trust and Committee Meetings;
10. Perform other legal services and tasks, as requested

EXHIBIT "B"

EXPENSES AND BILLING

1. **Expenses.** In addition to legal fees, BMO's statements will include reimbursement for out-of-pocket expenses that BMO has advanced on ECT's behalf and costs incurred in connection with providing legal services to ECT. BMO will not bill for reimbursement of monthly expenses in an amount greater than \$500.00 without obtaining approval from the ECT Administrator or chief executive officer. BMO may request an advance cost deposit (in addition to the advance fee deposit) when BMO may be required to incur substantial costs on behalf of ECT.

During the course of this Agreement, it may become appropriate for BMO to hire third parties to provide services on ECT's behalf, subject to approval in advance by ECT. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, court reporters, or other consultants. BMO may assume responsibility for retaining the appropriate service providers; however, ECT will be responsible for paying all fees and expenses directly to the service providers or reimbursing BMO for these expenses. BMO may be able to obtain a reduced charge from a contractor or achieve other benefits to ECT if BMO provides certain functions. For these administrative and coordination services, BMO may charge an administrative fee, which will be separately disclosed to ECT.

2. **Billing.** BMO shall bill monthly throughout the term of this Agreement, but reserves the right to bill more frequently, if BMO deems it appropriate. BMO's statements contain a summary of each matter for which legal services are rendered and a fee is charged. If BMO's statements are not paid in a timely manner, BMO reserve the right to discontinue services. ECT agrees to pay all undisputed billing charges in accordance with the Florida Local Government Prompt Payment Act, F.S. 218.70 et seq. ECT and BMO will promptly address and attempt to resolve any dispute regarding payment in accordance with a dispute resolution procedure established pursuant to the Florida Local Government Prompt Payment Act. Any payments made on past due statements are applied first to the oldest outstanding statement.



ESCAMBIA
CHILDREN'S TRUST

Our Children. Our Community. Our Future.

Executive Director's Report

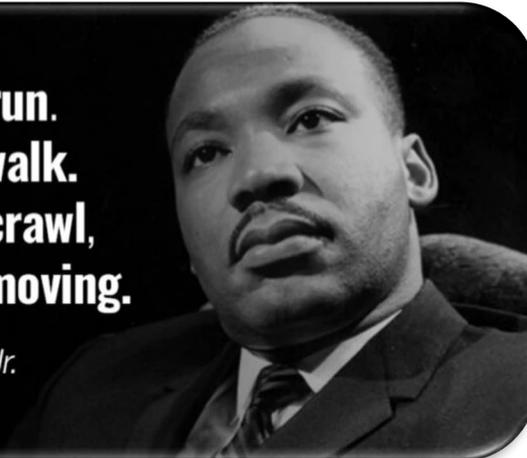
January 10, 2023

Recent Highlights

- ✓ Annual Report was submitted to Board of County Commissioners
- ✓ SAMIS, MIP, OneRequest, and OneMeeting portals are in varying stages of testing
- ✓ Financial audit for FY 2021-2022 is on track for 1/31/23 completion
- ✓ Family Resource Guide is in lay-out stage for publication in April

If you can't fly, then **run**.
If you can't run, then **walk**.
If you can't walk, then **crawl**,
but by all means, **keep moving**.

- Martin Luther King Jr.



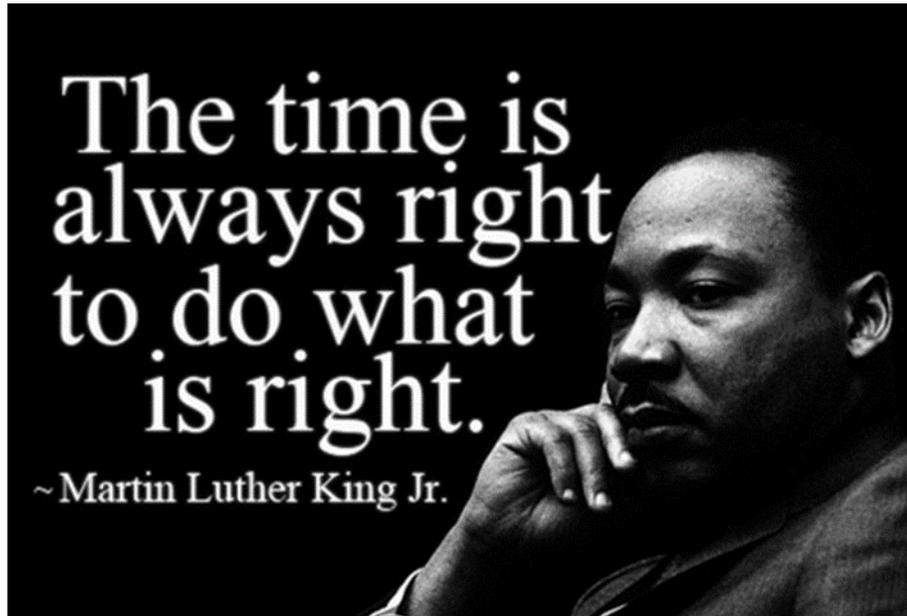
Out-of-School Time RFP Update

- Grants Committee completed first round of interviews for OST program applicants
- Three more sessions to go; wrapping up on 2/3/2023
- Documentation review is underway for 29 applicants
- Staff is working with legal counsel to refine contract template language



"Now is the time to open the doors of opportunity to all of God's children."

Closing Thoughts



- We will not get everything right every time but will continuously improve
- Actions are based on other councils' experiences and policies
- We have gotten a great deal accomplished in a year
- For every person asking us to slow down, there are others asking us to speed up
- Please always assume best intent