

GRANT FUNDING AGREEMENT
BETWEEN ALACHUA COUNTY AND THE CITY OF _____
FOR AWARD AND DISTRIBUTION OF LOCAL
GOVERNMENT INFRASTRUCTURE SURTAX

THIS GRANT FUNDING AGREEMENT (this "Agreement") is entered into this between Alachua County, a charter county and a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "County"), and the City of _____, a municipal corporation of the State of Florida, by and through its governing board, (hereinafter referred to as the "Municipality")(as used herein, the County and the Municipality shall be referred to collectively as the "Parties").

W I T N E S S E T H:

WHEREAS, Subsection 212.055(2), Florida Statutes, provides the County the authority to levy, in addition to other taxes allowed by law, a local government infrastructure sales surtax pursuant to ordinance enacted by a majority of the members of the Board of County Commissioners and approved by a majority of the electors of the County; and

WHEREAS, the local government infrastructure surtax may be used to fund the various types of programs that are enumerated in subsection 212.055(2), Florida Statutes; and

WHEREAS, on March 22, 2022, the Board of County Commissioners of Alachua County, Florida ("**Board**") adopted Ordinance 2022-08 to levy a 1.0 percent local government infrastructure surtax (the "**Surtax Ordinance**"); and

WHEREAS, the Surtax Ordinance provides that the proceeds of the surtax must be divided in two equal parts, with 50% of the proceeds to be used only for "**Wild Spaces Public Places Uses**" and 50% of the proceeds to be used only for "**Other Infrastructure Uses**"; and

WHEREAS, the Surtax Ordinance provides that the **Wild Spaced Public Places Uses** allocation may be used only to acquire any interest in land for public recreation, conservation, or protection of natural resources, to improve conservation lands, or to create, improve, maintain and operate the parks and recreational programs and facilities established with the proceeds of the surtax within Alachua County (hereinafter, “**Wild Spaces Public Places Uses**” or “**WSPP Uses**”); and

WHEREAS, the Surtax Ordinance provides that the **Other Infrastructure Uses** allocation may only be used to for the following: land acquisition, land improvement, design, engineering costs, and all other professional and related cost to finance, plan, construct, reconstruct or improve public facilities that have a life expectancy of 5 years or more; land acquisition expenditures for a residential housing project in which at least 30 percent of the units are affordable to individuals or families whose total annual household income does not exceed 120 percent of the area median income adjusted for household size, if the land is owned by a local government or by a special district that enters into a written agreement with the local government to provide such housing; and up to 15 percent of the surtax may be allocated for funding economic development projects having a general public purpose of improving local economies, including the funding of operational costs and incentives related to economic development (collectively, “**Other Infrastructure Uses**”); and

WHEREAS, the surtax was approved by a majority of the electors voting in the referendum held on November 8, 2022, became effective on January 1, 2023, and is scheduled to expire on December 31, 2032; and

WHEREAS, the Surtax Ordinance created four Municipal Partnership Grant Programs from the County’s statutory formula share of the surtax proceeds, whereby the County will award matching grant funds for qualifying municipal grant projects on a cost reimbursement basis; and

WHEREAS, the four Municipal Partnership Grant Programs created by the Surtax Ordinance are: (1) \$3,000,000 for the City of Gainesville for WSPP Uses (the “**Gainesville WSPP Grant Program**”); (2) \$3,000,000 to be allocated amount all nine Alachua County municipalities for WSPP Uses (the “**Municipalities WSPP Grant Program**”); (3) \$3,000,000 for the City of Gainesville for Other Infrastructure Uses (the “**Gainesville Other Infrastructure Grant Program**”); and (4) \$3,000,000 to be allocated amount all nine Alachua County municipalities for Other Infrastructure Uses (the “**Municipalities Other Infrastructure Grant Program**”); and

WHEREAS, on May 23, 2023, the Board determined that the \$3,000,000 grant funding to be allocated to among all nine Alachua County municipalities under the **Municipalities WSPP Grant Program** and the \$3,000,000 grant funding to be allocated among to all nine Alachua County municipalities under the **Municipalities Other Infrastructure Grant Program**, be divided equally among the nine municipalities, so that each municipality will receive up to \$333,333.33 under each of the two grant programs; and

WHEREAS, on _____, 2024, the Municipality submitted an application to the County for funding under the [insert name of the grant funding program], a copy of the application is attached hereto as **Exhibit 1** (the “Project”); and

WHEREAS, the Municipality represents and warrants to the County that any and all grant funding provided to it by the County under this Agreement shall be used in strict accordance with the Surtax Ordinance and §212.055(2), Florida Statutes; and

WHEREAS, the Board finds, based on the Municipality’s application, representations and warranties, that the Project qualifies for grant funding under the Surtax Ordinance; and

WHEREAS, the Parties desire to enter into this Agreement to award and implement the grant.

NOW, THEREFORE, pursuant to the Surtax Ordinance and consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. Recitals. The Parties agree that all of the recitals set forth above are true, correct, and are hereby incorporated into and made part of this Agreement.

2. Term. This Agreement shall take effect on the day and year that it has been executed by the last party and shall continue until the Municipality has completed the Project and the County has reimbursed the Municipality for the County’s portion of the Project cost, as required herein.

3. Project Construction and Funding. The County award to the Municipality grant funding in an amount that shall not exceed \$_____ (the “Grant Funding”) for completion of the Project. The Project shall consist of [insert general description of the Project] as more particularly described in **Exhibit 1**. The following elements of the Project constitute allowable costs for which the Municipality shall be reimbursed as provided in this Agreement: [insert list of allowable costs]. The Municipality shall begin construction of the Project not later than _____ and proceed diligently to final completion. The Municipality shall achieve final completion of the Project by no later than _____. Upon achieving final completion of the Project, the Municipality shall submit a written invoice to the County in an amount that shall not exceed 50% of the allowable Project cost incurred and paid by the Municipality for the Project. The County shall reimburse up to fifty percent (50%) of the amount

expended by the Municipality for such Project within 60 days of the County's receipt of an invoice that includes all receipts, statements, or other records as the County or the Clerk of Court may reasonably require to substantiate the cost of the Project and the amount requested by the Municipality. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that maximum amount payable by the County to the Municipality for the Project is \$_____.

4. Use of Project by County Residents. Upon completion of the Project: (a) the Project shall be open and available to all County residents at the same fee or fee structure, if any, that is applicable to Municipal residents; and (b) the Municipality shall erect and maintain on-site signage, as provided by the County, recognizing the contributions of the Alachua County Citizens towards to construction of the Project.

5. Notices. All notices from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, the representatives of the County and Municipality are:

County: County Manager
12 S.E. 1st Street
Gainesville, FL 32601

Municipality: City Manager
[insert address]

6. Default and Termination. The failure of either party to comply with any provision of this Agreement will place that party in default. The party claiming default will notify other party in writing. This notification will make specific reference to the provision which gave rise to the default. The defaulting party will have (7) days to cure the default or to submit a plan to cure acceptable to the other party. The County Manager is authorized to provide written notice of

default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager shall refer the matter to the Board for authorization to terminate this Agreement and, if grant funding has been received by the Municipality, seek reimbursement of grant funding from the Municipality. The City Mayor is authorized to provide written notice of default on behalf of the Municipality, and if the default situation is not corrected within the allotted time, the City Mayor shall refer the matter to the City Commissioner.

7. Repayment. The Municipality agrees to return to the County, within sixty (60) calendar days' of written demand from the County, all Grant Funding, or any portion thereof, paid to the Municipality under the terms of this Agreement upon the County finding that the Municipality has violated any term of this Agreement, the Surtax Ordinance, or §212.055(2), Florida Statutes. This provision shall survive the expiration or termination of this Agreement.

8. Laws & Regulations. The Municipality shall comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the Project and the grant funding awarded pursuant to this Agreement.

9. Sovereign Immunity. Each Parties fully retains all sovereign immunity protections afforded to it as a municipal corporation of the State of Florida, and a charter county and a political subdivision of the State of Florida, respectively. Without in any way waiving, limiting or restricting any defenses of sovereign immunity, each party shall be solely responsible for its own negligent acts or omissions, as well as those of its own employees. This Agreement is not intended, and shall not be interpreted to constitute, a waiver of sovereign immunity, an authorization of claims by third parties, a waiver of the limits of liability as established by §768.28, Florida Statutes, or to waive any other provision of §768.28, Florida Statutes. Nothing in this Agreement is intended to inure to the benefit of any third party for the purposes of

allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10. Auditing Rights and Information. County reserves the right to require the Municipality to submit to an audit, by any auditor of the County's choosing. The Municipality shall provide access to all of its records, which relate directly or indirectly to the Project or this Agreement, at its city hall during regular business hours. The Municipality shall retain all records pertaining to the Project or this Agreement and upon request make them available to County for inspection, copying and auditing for a period of five (5) complete calendar years following expiration or termination of this Agreement. The Municipality agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing, overcharges, or disallowed cost of any nature by the Municipality to the County (the "Overcharged Amount"), the Municipality agrees to pay the Overcharged Amount to the County within 60 calendar days of demand from the County. The access, inspection, copying and auditing rights shall survive the expiration or termination of this Agreement.

11. Exhibits. All exhibits and attachments attached to this Agreement are incorporated into and made part of this Agreement by reference.

12. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement that is executed by both Parties. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

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

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

15. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.

16. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

17. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

18. Entire Agreement. This Agreement constitutes the entire agreement between the

Parties regarding the Project and the Grant Funding, and supersedes all prior written or oral agreements, understandings, or representations of the Parties regarding same.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be approved and executed by their duly authorized officials.

ALACHUA COUNTY, FLORIDA

By: _____
Mary C. Alford, Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

Jesse K. Irby, II, Clerk
(SEAL)

Alachua County Attorney

CITY OF _____

By: _____
Mayor

Date: _____

ATTEST:

Approved as to Form

Clerk
(SEAL)

City Attorney