

**PARTNERSHIP AGREEMENT BETWEEN ALACHUA COUNTY &
CULTURAL ARTS COALITION FOR GRANT PROGRAM MANAGEMENT
SERVICES RELATED TO ALACHUA COUNTY’S APPLICATION FOR THE U.S.
EPA’S ENVIRONMENTAL AND CLIMATE JUSTICE COMMUNITY CHANGE
GRANT PROGRAM NO. 14400**

This Partnership Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Cultural Arts Coalition Inc, a Not For Profit Corporation which is authorized to do business in the State of Florida ("Partner"), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County has submitted an application to the U.S. Environmental Protection Agency’s Environmental and Climate Justice Community Change Grants Program (Notice of Funding Opportunity number EPA-R-OEJECR-OCS-23-04) with Partner listed as a partnering entity; and

WHEREAS, the County determined that they required an entity with qualified experience to administer the grant program for community engagement, program recruitment, and workforce development recruitment in three specified, low-income communities within Alachua County; and

WHEREAS, the Notice of Funding Opportunity require a strong partnership with a Community-Based Organization be built and codified prior to the submission of the application for grant funding, which prevents the County from selecting a contractor through the RFP process; and

WHEREAS, County and Partner worked mutually on the grant application through their joint membership in the EMPOWER Coalition, creating a grant application that built on the goals for which Alachua County retained EMPOWER Coalition membership; and

WHEREAS, County is serving as the Lead Applicant in this grant application and Partner is serving as Statutory Partner; and

WHEREAS, County, as Lead Applicant, is responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities; and

WHEREAS, County, as Lead Applicant, will be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs; and

WHEREAS, County, as Lead Applicant, is responsible for compliance and legal issues, and managing risks associated with the project; and

WHEREAS, the Partner is willing to provide certain services to the County; and

WHEREAS, pursuant to Section 22.3-302 (21) of the Alachua County Procurement Code, the procurement of the Services to be provided by the Partner to the County pursuant to this Agreement are exempt from the County’s competitive procurement processes; and

WHEREAS, the County desires to engage Partner to provide the services described herein; and

WHEREAS, if the proposed application is selected for award, County and Partner will enter a subaward that complies with the subaward requirements in the grant regulations at 2 CFR 2 conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Partner agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein.
2. **Scope**.
 - A. In accordance with the terms and conditions of this Agreement, Partner agrees to provide community engagement, program recruitment, and workforce development recruitment, as more particularly described in the grant application, with the applicable scope of work attached hereto as **Exhibit “1”**, and incorporated herein (“Services” “Project”) for and as needed by the County. Partner acknowledges that time is of the essence completing the Services.
 - B. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
 - C. The Parties agree and acknowledge that the Services provided by the Partner are subject to funding award by United States Environmental Protection Agency (EPA) Office of Environmental Justice and External Civil Rights (OEJECR) through the Environmental and Climate Justice Community Change Grants Program (“Community Change Grant Program”). The Partner agrees to be bound by the terms of this Agreement and the Community Change Grant Program, as applicable. Therefore, the Partner shall work with the County on the submission of required metrics to the EPA OEJECR.
3. **Term**. This Agreement is effective on the day the last Party signs it and continues until completion of the Grant Terms and Conditions, unless earlier terminated as provided herein.
4. **Qualifications**. By executing this Agreement, Partner makes the following representations to County:
 - A. Partner is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to act as a professional and to provide the Services during the term of this Agreement.
 - B. Partner will perform the Services with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such Services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Partner will, at his/her own cost and expense, re-do the Services to correct the deficiency, and Partner shall be responsible for any and all consequential damages to the County arising from the deficiency.
 - C. Partner is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed, or constructed.
 - D. Partner will coordinate, cooperate, and work with any other consultants and contractors

retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining other professionals for similar or same Services or from independently performing the Services provided under this Agreement on its own.

5. **Payment.**

- A. It is contingent upon the successful receipt of funding from the County's application to the U.S. Environmental Protection Agency's Environmental and Climate Justice Community Change Grants Program (Notice of Funding Opportunity number EPA-R-OEJECR-OCS-23-04).
- B. The County will pay and Partner will accept, for the timely and complete performance of the Services described in this Agreement, payment based on the rates or pricing contained in the Budget Document attached hereto as **Exhibit "2"** and incorporated herein by this reference. The Parties agree that the amount to be paid to Partner for the Services required for the Project will not exceed the sum of **\$1,444,146**.
- C. As a condition precedent for any payment, Partner must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Partner's invoice must describe the Services rendered and be accompanied by documentation or data in support of expenses, as the County may require. Personnel who are paid 100% through grant dollars from this Agreement may be billed at a set rate. Those personnel who receive less than 100% of their salary through grant dollars from this Agreement should provide total billable hours. The invoice shall reflect the allocations as provided, using the template provided in Exhibit "3". Each invoice shall constitute the Partner's representation to the County that the Services listed have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Partner covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Partner's invoice for final payment shall further constitute the Partner's representation to the County that, upon receipt by the Partner of the amount invoiced, all obligations of the Partner to others, including its consultants and subcontractors, will be paid in full. Partner shall submit invoices to the County at the following address, unless otherwise directed by the County:

Division of Sustainability
12 SE 1st Street
Gainesville, FL 32601

- D. The County will make payment to Partner for amounts properly invoiced, as set out below, and in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- E. If the County has reasonable cause to suspect that any representations of Partner relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Partner until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.

- F. The County's performance and obligation to pay under this Agreement is contingent upon receipt of grant funding.
- G. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Partner agrees to cooperate with County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Services and as specifically required by the granting agency, and receiving no payment until all required forms are completed and submitted.

6. **Insurance.** Partner will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit “4”** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) must be provided should the grant be awarded and before this contract comes to effect. The COI must show coverage of the type and in the amounts required and will be attached hereto upon receipt of the grant award as **Exhibit “4-A”**. This contract is not valid until the appropriate insurance has been obtained.

7. **County Property.** Partner agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Partner or its employees or agents notices or is made aware of on County property, including inside any County owned or used facility. Partner shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements. Should an employee or agent of the Partner suffer injury or damage to its/his/her person or property, the Partner shall notify the County within a reasonable time of the occurrence.

8. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for any purpose unless otherwise designated by formal agreement. Any and all deliverables required by this Agreement to be prepared by Partner, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Partner represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County’s review of the deliverables in no way diminishes the Partner’s representations pertaining to the deliverables.

9. **Permits.** Partner will obtain, maintain, and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

10. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed under this this Agreement are ‘Covered Services’, as defined under the Alachua County Government Minimum Wage Ordinance (“Wage Ordinance”), then during the term of this Agreement and any renewals, Partner shall pay its ‘Covered Employees’, as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage (“Minimum Wage”), as may be amended by the County. Partner will require the same of its subcontractors and subconsultants who provide the Services. If applicable, Partner will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit “5”**. Partner will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to

any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Partner and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$18.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour	\$20.00 per hour without health benefits
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If applicable to the Services under this Agreement and to Partner, failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

11. **Dispute Resolution.** If any dispute cannot be resolved informally through good faith effort, both parties agree to submit the dispute to arbitration. The arbitration shall be conducted in accordance with Administrative Order Number 3.04, Section 44.103 of the Florida Statutes, and/or other relevant arbitration rules and regulations in effect at the time of the arbitration. The arbitration shall take place in Alachua County, FL, and the decision of the arbitrator(s) shall be final and binding on both parties. Each party shall bear its own costs, and the parties shall equally share the arbitrator's fees.

12. **Default and Termination.**

A. **Termination for Default:** The failure of Partner to comply with any provision of this Agreement will place Partner in default. If Partner is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Partner with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Partner. Replacement of Statutory Partner will be done in accordance with 2 CFR 200.308(c)(6) with prior approval from an authorized EPA official.

B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Partner. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Partner will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the

date that the notice of termination is received by the Partner.

- C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Partner. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Partner.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest so long as the new Statutory Partner has the comparable expertise, experience, knowledge, and qualifications of the replaced Statutory Partner to ensure successful grant completion within 3 years. Upon termination, Partner will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Partner in performing this Agreement, whether completed or in draft. In the event of termination, Partner's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Partner shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

13. **Indemnification**. PARTNER HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF PARTNER OR PARTNER'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM PARTNER'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Partner's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Partner or Partner's employees, representatives or agents, then Partner will investigate, respond to and provide a defense for any allegations and claims, at Partner's sole costs and expense. Furthermore, Partner will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Partner and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Partner:

To County:

Cultural Arts Coalition

Division of Sustainability

321 NW 10th St

12 SE First Street

Gainesville, FL 32601

Gainesville, FL 32601

briley@alachuacounty.us

cc: With a copy electronically sent to:

Alachua County Procurement, Attn:
Contracts

acpur@alachuacounty.us

Clerk of Court, Attn Finance &
Accounting

dmw@alachuaclerk.org

15. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Partner, *when acting on behalf of the County*, shall as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. 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 of the Agreement if Partner does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Partner or keep and maintain public records required by the County to perform the Services. If Partner transfers all public records to the County upon completion of the Agreement, Partner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Partner keeps and maintains public records upon completion of the Agreement, Partner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PARTNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 384-3132 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Partner fails to comply with this section, Partner will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Partner who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Partner will take reasonable measures to protect, secure and maintain any data held by Partner in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Partner suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Partner shall immediately notify the County in writing and will work, at Partner's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Partner may claim that some of Partner's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Partner in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Partner shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Partner. County will promptly notify Partner in writing if the County receives a request for disclosure of Partner's Confidential Information. Partner may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Partner shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Partner's Confidential Information in a manner not contemplated by this Agreement. Partner shall investigate, handle, respond to, and defend, at Partner's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Partner shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Partner is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Partner shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Partner releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Partner to submit to an audit, by any auditor of the County's choosing. Partner shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Partner shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration

or termination of the Agreement. Partner 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 or overcharges of any nature by the Partner to the County, Partner shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Partner's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Partner shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Partner. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Partner whether under this Agreement and any other agreement between Partner and County. If such amounts owed to Partner are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Partner hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Partner. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Partner in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Partner will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Partner is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Partner is not familiar with laws, ordinances, rules and regulations, Partner remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Partner each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

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

I. Independent Contractor. In the performance of this Agreement, Partner is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Partner is solely responsible for the means, method, technique, sequence, and procedure utilized by Partner in the full performance of the Services referenced in this Agreement.

J. E-Verify. Partner shall utilize the U.S. Department of Homeland Security's E-Verify

system to verify the employment eligibility of all new employees hired by the Partner during the term of the Agreement. Partner shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>

K. Conflict of Interest. Partner warrants that neither Partner nor any of Partner's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Partner shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Partner warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Partner to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Partner any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Partner breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, Partner declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the Parties 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 Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not

be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. 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 a manual 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.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: by Alachua County, Florida by its representative who is authorized to sign, and by Partner, through its duly authorized representative.

PARTNER

By: _____

Print: _____

Title: _____

Date: _____

IF THE PARTNER IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION OR ENTITY. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: _____

_____, Chair
Board of County Commissioners

Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Exhibit 1: Attachment E of the Alachua County Grant Application for Notice of Funding Opportunity EPA-R-OEJECR-OCS-23-04

Attachment E: Community Engagement and Collaborative Governance

The EMPOWER Coalition: a grassroots ecosystem of diverse partners

The EMPOWER COMMUNITIES project will consolidate and formalize the comprehensive community-government partnerships represented in the EMPOWER Coalition (city and county governments, educational institutions, private sector organizations, local non-profits and grassroots representative organizations) to improve health, climate resilience and economic conditions in disadvantaged communities of Alachua County. The EMPOWER Coalition (Coalition) will build community capacity to propose and implement climate-related programs and policies, while expanding solar energy on institutional buildings and capturing the monetary benefits from solar leases to invest in reducing high energy burdens and indoor pollution, increasing climate resilience, and expanding opportunities for green employment in disadvantaged communities. These activities will strengthen community-based organizations and residents as leaders and decision-makers in climate resilience efforts.

Past Community Outreach and Engagement Conducted:

NAACP Environmental and Climate Justice Committee, Cultural Arts Coalition (CAC), and the EMPOWER Coalition

This proposal was conceptualized, designed, and finalized through the Coalition's 2021-2025 participation in the Communities LEAP program of the US Department of Energy to support local development of equitable clean energy transitions. The EMPOWER Coalition initially emerged from discussions launched among over 70 participants in a September 2021 NAACP County Wide Forum that focused on an equitable transition to clean energy in the county. Following selection as a LEAP Community, the technical assistance provided to the Coalition by the National Renewable Energy Laboratory (NREL) through the LEAP program supported on-the-ground community engagement sessions with local communities to help us identify the priorities of our communities and engage their leaders in developing the programs to address them.

After meeting monthly for over two years, the Coalition has consolidated its identity as an enduring set of partnerships with common goals to transform priority disadvantaged neighborhoods into thriving, resilient, healthy communities through concrete programs to expand access by residents of underserved communities to energy efficiency and weatherization services as well as green jobs training and employment. The Coalition has its own logo and is working along with community leaders to develop websites and craft a mission statement as a means of formalizing our common agenda and forms of operation as a unique community-government set of partnerships.

The EMPOWER Coalitions' community engagement efforts build on successful decades-long connections with underserved communities undertaken by the Cultural Arts Coalition and

NAACP ECJC, both led by NKwanda Jah. CAC and NAACP ECJC community engagement programs include the 44 years of successful Fifth Avenue Festivals celebrating a historic Black American neighborhood in Gainesville, and the organization of six NAACP ECJC community forums since 2018 focused on key issues of energy, food, climate, housing, and the equitable transition to clean energy. These events provided information in accessible ways and promoted discussion of concrete solutions for our community, using culturally appropriate outreach and marketing to engage people through a combination of dynamic speakers (both local and outside “name” experts), food, supervised children’s activities and cultural events (music and poetry), as well as small group discussions guided by concrete questions focused on clearly defined issues, and tools to help guide decision-making.

In September of 2023, the NAACP ECJC hosted the largest event yet, a Community Climate Summit attended by nearly 200 community members and four mayors from county municipalities who served as moderators for small group discussions. The Summit featured a joint presentation by County environmental staff and the chair of the Citizens Climate Action Committee of the recently completed Alachua County Climate Vulnerability Analysis, as well as a keynote address by nationally-recognized environmental justice leader Jacqueline Patterson, founder and Executive Director of the Chisholm Legacy Project. The working group sessions in the afternoon featured three panelists and lively group discussions on each of four key topics related to climate change: Energy, Water, Food, and Health.

Engagement with Priority Communities

The EMPOWER Coalition partners with three disadvantaged priority communities in Alachua County (Springhill/Sugarhill, Greater Duval, and SWAG neighborhoods), selected based on census tracts in the CJEST and EPA Disadvantaged Communities maps and because each had an active representative neighborhood association willing to partner with the Coalition. In February of 2023 EMPOWER collaborated with the Springhill Neighborhood Association to co-host a kick-off meeting at the historic Cotton Club in Springhill. Thirty people from Springhill, Duval and SWAG neighborhoods participated along with representatives of the EMPOWER Coalition and others gathered to learn about the Springhill neighborhood and discuss potential improvements to energy efficiency in residents’ homes, as well as the potential for development of solar projects and expansion of opportunities for employment in green jobs. EMPOWER enlisted local artist Destiny Henderson to develop cartoon versions of our proposals for weatherization, solar benefits, and green jobs expansion.

A key part of the EMPOWER Project kick-off meeting included three small group discussions focused on Weatherization, Green Jobs, and Solar. The EMPOWER Coalition has been working over the past year to address the issues raised in these three small group discussions. Overall, the groups emphasized the importance of community involvement and the need for partnerships with organizations to address these issues.

Solar: The Solar small group discussed various challenges and potential paths forward for implementing solar projects in the Springhill and SWAG neighborhoods. They emphasized the need for building upgrades such as insulation, windows, and roofs, and expressed concerns

about the need to remove trees that currently provide essential shade in the community. The group members also discussed the need for grant money to kick-start weatherization work and building upgrades. This proposal is a direct response to those concerns, using funding from institutional solar leases elsewhere to fund direct weatherization and green jobs benefits for residents of these neighborhoods.

Weatherization: The Weatherization small group discussed the weatherization services currently available and identified barriers to access, such as lack of information, difficulty with paperwork, mobility limitations and long waiting lists. In response, the EMPOWER Coalition instituted ongoing monthly weatherization coordination meetings that brought together local energy efficiency/weatherization service providers, developed a one-stop spreadsheet and flyer detailing services available, and created a web page and comprehensive resource list.

Green Jobs: The Green Jobs small group discussed the need to educate the community about the definition and importance of green jobs, as well as the different types of jobs available, such as solar panel installer, energy efficiency expert, and sustainable agriculture specialist. Participants highlighted the benefits of green jobs, such as their potential to create new job opportunities, reduce carbon emissions, and improve public health. They also discussed the need to develop opportunities for entrepreneurship in the green jobs sector and identified apprenticeships and hands-on training as ways to provide practical experience. In response to those concerns Santa Fe College created a new Weatherization Technician certification program, the CAC launched a new environmental internship program, and new teaching materials were purchased to integrate into the existing public school science curriculum.

EMPOWER team members regularly presented updates at the three neighborhood association meetings throughout 2023-2024 and scheduled special meetings when the Coalition had concrete resources to offer or needed input on decisions. In February-March 2024, the Coalition received funding and technical assistance through a sub-contract with NREL to Kearns & West (K&W) to work with local neighborhood association leaders to host three highly successful community events in Duval, Springhill/Sugarhill and SWAG neighborhoods, each attended by over 60 diverse participants. K&W provided new community engagement strategies and tools (stamp cards, bingo cards, spinning wheel) that the Coalition used to increase participation and learning about energy efficiency, green jobs and climate change. K&W also provided a protocol and materials for priority polling that the Coalition is using as a tool to involve community leaders in decision-making about spending from the Community Fund that will be created through this project (see details below). Coalition members and neighborhood leaders planned these engagement meetings to include meals for participants, supervised children's activities, tabling by local service organizations, and information about the EMPOWER project presented by local community leaders and EMPOWER Coalition team members.

Community Engagement Plan Implementation:

The EMPOWER Coalition's Community Engagement team is made up of representatives from three CBOs (the NAACP ECJC, CAC and RTNCF/CWC) who participate in the Coalition, along with

representatives of neighborhood associations in the three focus neighborhoods, whose leaders work directly with the team to ensure that the program meets the needs of the community. CAC Executive Director and NAACP Environmental & Climate Justice Committee Chair NKwanda Jah leads the EMPOWER Coalition's outreach to priority underserved communities. A sub-grant of \$641,712 (9.3% of project direct funds) will support CAC ED NKwanda Jah to coordinate these efforts (¼ time) along with a half-time assistant and a half-time youth engagement coordinator. The budget also supports part-time stipends for two community liaisons in each of the three priority communities; stipends for trainers to train community engagement personnel to plan and carry out training modules with community members; and six community engagement meetings per year.

The Coalition team is using a comprehensive community engagement plan to ensure equitable access to and participation in the program, promoting community ownership at the most advanced phase of community engagement.¹ This plan is building on the team's successful track record of community engagement and EMPOWER-sponsored community meetings described above. The funding the Coalition has already secured for the first pilot solar leasing project, along with technical assistance and funding (\$50,000) to be provided by the second round of the LEAP Communities project (2024-2025) allow us to continue to work through 2025 to develop the necessary technical, economic, legal, governance, and social infrastructure for the EMPOWER COMMUNITIES project. The EMPOWER Coalition also is receiving support from local professionals with the Natural Resources Leadership Institute (NRLI) based at the University of Florida, who specialize in training and facilitation to address environmental conflicts in Florida. NRLI is working with EMPOWER to support local community engagement staff of the CAC involved in this work to design and implement collaborative governance processes.

Outreach Methods and Transparent Decision Making

EMPOWER's approach to community meetings is to build trust and understanding by using accessible means of communicating project details with visual media and practical exercises. The Coalition commissioned four cartoon panels and a visual chart that convey the various aspects of the proposed solar leasing project, which the Coalition uses to stimulate discussion and questions. The Coalition also developed "flash cards" that illustrate various weatherization improvements that could be implemented, along with basic information and estimates on costs to implement and potential energy savings. These are used to discuss priorities for EMPOWER Community Fund spending, along with specific weatherization "scenarios" (profiles of specific families and their homes, and their needs for weatherization improvements).

The scenarios were used as the basis for a priorities voting exercise using materials provided to us by Kearns & West, in which community leaders allocated a small number of tokens representing \$1000 among the different families described in these scenarios. Afterwards participants discussed their reasons for allocating tokens to different families, which provided an initial list of criteria for decision-making about allocation of the Community Funds.

In August 2024 community leaders met again along with weatherization service providers to discuss and refine these criteria to create a tool for decision-making about the allocation of Community Funds. The product of this discussion was a scoring rubric and guidelines for allocation of funds for weatherization services among resident applicants. These procedures are being tested and refined through a follow-up task to allocate \$15,000 provided by nonprofit EMPOWER partner RTNCF/CWC to fund weatherization improvements for residents who live in the priority neighborhoods. This exercise will build on the learning by community leaders and EMPOWER Coalition team members to participate together in actual decisions about allocation of funds among applicants and provide the groundwork to refine and solidify transparent criteria and scoring procedures that will be used in allocating future EMPOWER Community Funds for weatherization services.

Mechanisms to Inform Public

The EMPOWER Coalition's LEAP Community Cohort 2 participation includes access to \$50,000 to support community engagement, which is anticipated to become available by October 2024 through a sub-contract from NREL. These funds will be used to support broader community outreach through 2024-2025 to include more residents and ensure that diverse voices and perspectives are incorporated into the project. Funds will pay for the costs of community meetings and to compensate nonprofit staff, community leaders and other residents to plan and implement meetings designed to encourage input and discussion about the EMPOWER COMMUNITIES project.

During 2025 the EMPOWER community engagement team and community leaders will work with NREL trainers to develop and deliver several training modules to be incorporated into future community engagement events. CAC staff and Community Liaison representatives from the three priority communities will work together to design five engaging training modules on: climate resilience (extreme heat, storms, flooding, climate change); energy efficiency and weatherization; quality green employment; solar and clean energy; and disaster preparedness.

In 2026-2027 the EMPOWER community engagement team and community leaders will work together to expand outreach activities beyond the initial three priority communities to other disadvantaged communities in Alachua County, engaging with local leaders and working with them to plan and carry out outreach events and training opportunities developed during 2024-2025. As part of these discussions the EMPOWER community engagement team and community leaders will discuss and develop more formal Community Benefits Agreements that codify the terms of the community-government collaboration going forward. The team also will promote specific discussions with community leaders and residents with special needs and medical conditions to provide input into decisions for how to address their needs in building out the two Resilience Hubs, including non-medical needs such as phone charging and EV charging, and provision for activities at the Hubs.

The EMPOWER Coalition's track record of ongoing successful community engagement provides the basis for a combination of community-wide and targeted community engagement events, at local community centers or via virtual meetings and social media, to regularly inform the

broader community about the development of our plan and solicit regular input as plans move forward, as well as advertising widely the benefits available to residents through the EMPOWER COMMUNITIES project's weatherization programs and support for access to green jobs training and employment. The Coalition will use these venues to provide regular reports on institutional solar arrays installed, homes weatherized, youth and adults accessing green jobs opportunities, and funding allocated through the EMPOWER Community Fund.

The Empower Coalition will ensure that community engagement efforts are effective by:

Building on existing efforts: The EMPOWER Coalition's community engagement already is well underway since 2023 and is deepening with the consultations being held with community leaders for our pilot project during the summer and fall of 2024. This sustained engagement effort has given community members time to learn about solar energy, energy burdens, weatherization and green job opportunities and to build trust with our Coalition.

Respecting the integrity of neighborhood associations and their leadership, and the time of their leaders: EMPOWER provides regular updates to community partners at their neighborhood association meetings and convenes specific meetings with us when there is a specific task that can potentially provide benefit to the community. These interactions have provided important groundwork in developing crucial trust and transparency for our work together in the EPA Community Change project in more formalized ways including Community Benefits agreements and participation in decision-making bodies. Grant funds allow us to compensate community members for the time they spend collaborating with the EMPOWER Coalition.

Being transparent about the goals and activities of the EMPOWER Coalition and soliciting timely input from community leaders: Responding to feedback from the community was instrumental in several recent decisions such as a successful effort to coordinate local weatherization service providers and to develop clearer access to information about the eligibility requirements and services offered by each. Similarly, community leaders' feedback led us to begin plans to use grant funds to support strategies to reach youth in their schools and after-school programs, and to develop and market new technical training programs in Weatherization Technician.

Mitigating Barriers:

Neighborhood leaders engaged since 2023 with the EMPOWER Coalition will work with the team to plan on-going outreach to the residents of their and other underserved communities, and to help identify and reach under-represented voices from their diverse communities. The EMPOWER team will work directly with leaders of the representative community organizations from the three priority communities to solicit community representation in decision-making about project activities, ensuring that diverse voices are included.

The EMPOWER Coalition will also:

- Continue to carry out community meetings in accessible locations in the neighborhoods so that residents don't require transportation to attend, and to provide meals and supervised children's activities to accommodate families.
- Avoid PowerPoint and other technology-based presentations in favor of graphics and participatory tools and approaches that participants of all ages and educational levels understand.
- Develop outreach strategies specifically for Spanish-speaking and other language communities, building on Spanish home energy and water efficiency materials and videos the CWC has already developed and with assistance from Alachua County's Language and Immigrant Specialist.
- In partnership with community leaders, reach out to Black American communities, distributing flyers house-to-house in key neighborhoods and advertisements on social media outlets oriented to this audience.
- Collaborate with the GJAC to design specific outreach efforts to engage youth and their parents in discussions of the proposed activities of the grant, drawing on student partnerships, CWC internships and the CAC and GDNA youth programs, with a focus on green employment opportunities.
- Collaborate with the GJAC to recruit and retain disadvantaged candidates for pre-apprenticeships and apprenticeships to work on EMPOWER solar and energy efficiency worksites as well as with other employers, working to remove barriers to training and employment.

Government Involvement

The Coalition has the full support of our elected city and county officials: EMPOWER has presented updates four times since 2022 before the County Board of County Commissioners (BOCC) and the Gainesville City Commission (GCC), most recently in January of 2024 when both boards passed motions supporting the continued work of the EMPOWER Coalition. Officials of all of the participating organizations signed a Letter of Collaboration in 2023 to continue working together in the EMPOWER Coalition. The GJAC, co-chaired by the Alachua County Schools and Santa Fe College, is supported by the School Superintendent and by the Santa Fe College President. As the Lead Applicant, Alachua County permitting, planning, legal, zoning and other departments are directly involved in implementing the pilot project and setting up the infrastructure for the EMPOWER COMMUNITIES project.

Collaborative Governance Structure:

Community Decision-Making Engagement

With support from small local grants to nonprofit members of the Coalition, leaders from the three priority communities are already engaged in decision-making about the design and implementation of our pilot project on institutional solar leasing. In June and July of 2024, the EMPOWER Coalition brought them together to solicit input about our solar leasing project. The continued meaningful collaboration of these leaders is key for later stages of broader

engagement of community members in our three priority neighborhoods as well as other disadvantaged communities in the county.

A particular focus of community engagement activities is to integrate the views and experience of the community leaders into decisions about the design and implementation of the EMPOWER Community Fund and the EMPOWER Community Fund Board that will be established initially as a product of our pilot project funded by a local donor. The goal is to work with the community leaders to develop the framework for the EMPOWER Community Fund and Board by October 2024, prior to the start of the EMPOWER COMMUNITIES project.

Through meetings and consultations in 2024 community leaders will define the structure and functioning of the EMPOWER Community Fund including, among others:

- Priorities and criteria for the EMPOWER Community Fund’s governing body to distribute funds to support individuals and homes: spending priorities, what type of projects will be funded.
- Procedures and criteria for rating and selecting potential recipients.
- Criteria and procedures for selection of members of the EMPOWER Community Fund’s governing body: membership structure, who sits on board, selection procedure, terms of members, and mechanisms to ensure broad access by community members.
- Safeguards to ensure that EMPOWER Community Fund decisions are community-driven, including majority board membership by community and nonprofit representatives.
- Measures for accountability, transparency, and oversight of the Fund’s governing committee.
- How active the EMPOWER Community Fund board wants to be (actual decisions or just oversight); frequency of meetings.
- Administrative support desired from County: meeting space, taking minutes, legal compliance, etc.
- Criteria and measures for tracking results and impacts

Project Management and Decision-Making Roles and Responsibilities

As the Lead Applicant, Alachua County will oversee all aspects of the Community Change grant and will be responsible for all administrative, fiscal, and reporting requirements. Statutory Partner Cultural Arts Coalition will meet regularly with the Lead Applicant to plan and implement community engagement activities and ensure community input into decisions.

The operational project team will include a full-time Project Manager from the Lead Applicant; a full-time Outreach Coordinator and CAC staff who will oversee the work of the Community Engagement team of the EMPOWER Coalition to carry out all aspects of the project’s community engagement; and a part-time Facilitator who will facilitate meetings of the EMPOWER Coalition and its sub-committees as well as outreach with other partners and potential partners. EMPOWER Coalition team members will provide overall guidance of the project through oversight at their regular monthly meetings and sub-committee meetings.

The Project Manager will be advised by an Executive Committee (EC) composed of representatives of the Lead Applicant, the Statutory Partner, the Outreach Coordinator, the Community Engagement Coordinator, and the project Facilitator. The EC will provide support and feedback for day-to-day decisions. This management team will be supported by the two Alachua County staff members who participate in the EMPOWER Coalition.

During 2024 EMPOWER is implementing a pilot solar leasing program on one county building and developing, testing and refining key aspects of the proposed EMPOWER COMMUNITIES project. The 2024 pilot project will enable the EMPOWER Coalition, with ongoing input from community members, to develop the infrastructure that will be used for the EMPOWER COMMUNITIES project, including:

- Establish guidelines for the structure and functioning of the EMPOWER Community Fund in accordance with community recommendations.
- Grow capacity of community-based non-governmental organizations to propose and implement policies and programs to promote climate resilience, health, and economic benefits.
- Establish interlocal agreements with institutional partners for Community Solar Leases.
- Finalize locations for solar deployment.
- Implement formal Community Benefit agreements and participatory governance structures for priority community representatives to guide EMPOWER Community Fund administration.
- Gather feedback from stakeholders, including community members, government officials, non-profits, and other experts who will be affected by or involved in the program. Feedback can be gathered through meetings, surveys, focus groups, interviews, and other methods.
- Establish protocols for regular reporting on:
 - Square footage of solar panels installed and number of buildings;
 - Dollars spent on weatherization services;
 - Numbers of low-income families served and demographic characteristics of those families;
 - Types of weatherization and pollution-reduction improvements provided;
 - Impacts in reducing energy usage and utility bills;
 - Number of people accessing green job training, internship, apprenticeship and employment opportunities;
 - Greenhouse gas emissions avoided; and
 - Growth of community engagement in climate resilience discussion and decision-making.

A detailed timeline is included in Attachment 6 (Readiness Approach) of the steps that will be taken during the pilot project and EMPOWER COMMUNITIES project, 2024-2027.

Processes for replacing a Collaborating Entity

Should it become necessary, the EMPOWER Coalition will replace a Collaborating Entity through a RFQ process that lists the comparable skills, qualifications, expertise, community support, and experience required to match those of the leaving entity. The Coalition will seek approval from the EPA before the new entity joins the Coalition.

Exhibit 2: Budget Document

COMMUNITY ENGAGEMENT Sub-grant to Cultural Arts Coalition		
Community Engagement Coordinator (NKwanda Jah) (1/4 time for 12 months x \$40/hour)	Oversight of Community Engagement and Workforce Development Programs	\$78,686
Administrative Assistant (.5 FTE x 36 months x \$30/hr plus benefits and overhead)	Accounting, HR, bookkeeping, grant administration, compliance, insurance review for new community engagement and workforce development programs	\$118,030
Community Engagement Assistant (20 hours/week X 12 months X \$25/hour)	Assist with Community Engagement and Workforce Development Programs	\$98,358
Youth Engagement Coordinator (half-time for 12 months x \$20/hour)	Coordinate outreach with children, youth and parents	\$78,686
Trainer stipends (2 trainers x 4 trainings x \$1000) in Year 1	Training of community trainers to plan and carry out 4 community training sessions	\$8,000
Community Liaison stipends (2 each x 3 communities) (6 Advisors x 20 hours/month x 36 months x \$25/hour)	Work with EMPOWER Coalition and Community Engagement team to provide project feedback and conduct community outreach	\$108,000
Community meetings	(rent, food and materials for 6 meetings, stipends for 40-50 attendees each x \$2500)	\$45,000
<i>SUBTOTAL COMMUNITY ENGAGEMENT</i>		\$534,760
<i>Administrative Overhead (20%) Assumes Davis-Bacon compliance</i>		\$106,952
<i>TOTAL COMMUNITY ENGAGEMENT</i>		\$641,712
WORKFORCE DEVELOPMENT Sub-grant to Cultural Arts Coalition		
Workforce Development Coordinators (2 x full-time for 12 months x \$30/hour)	Connect residents of priority and other LIDAC communities with training and employment opportunities and provide support to overcome barriers	\$472,118

Workforce gap funding (transportation, childcare, other needs)	Support for residents of priority and other LIDAC communities to access training and employment opportunities to overcome barriers	\$150,000
Youth internships Mike May via the Cultural Arts Coalition includes cost of staff, materials, and transportation -- Cultural Arts Coalition	Provide exposure to climate and energy-related jobs to 6 teens each year	\$46,576
<i>SUBTOTAL WORKFORCE DEVELOPMENT</i>		\$668,695
<i>Administrative costs (20%) Assumes Davis-Bacon compliance</i>		\$133,739
<i>TOTAL WORKFORCE DEVELOPMENT</i>		\$802,434
<i>TOTAL CONTRACTUAL</i>		\$1,444,146
<i>Note that salaries will increase 5% for inflation at the beginning of each new contract year, and to ensure compliance with minimum wage laws. Budget is an estimate. Contractor may adjust budget totals with written explanation, so long as total contract does not exceed Total Contractual Amount.</i>		

Exhibit 3: Invoice Template

COMMUNITY ENGAGEMENT						
Budget Item	Total Budgeted	Per unit cost	# units	Current Invoice	Total Spent (All Invoices)	Total Remaining
Community Engagement Coordinator	\$78,686	\$40/hour				
Administrative Assistant	\$118,030	\$30/hour				
Community Engagement Assistant	\$98,358	\$25/hour				
Youth Engagement Coordinator	\$78,686	\$20/hour				
Trainer stipends	\$8,000	\$1000/stipend				
Community Liaison stipends	\$108,000	\$25/hour				
Community meetings	\$45,000					
WORKFORCE DEVELOPMENT						
Budget Item	Total Budgeted	Per unit cost	# units	Current Invoice	Total Spent (All Invoices)	Total Remaining
Workforce Development Coordinators	\$472,118	\$30/hour				
Workforce gap funding (transportation, childcare, other needs)	\$150,000					
Youth internships, includes cost of staff and materials & transportation	\$46,576	\$2500/stipend				
<i>SUBTOTAL</i>						
<i>Administrative Overhead (20%)</i>						
<i>TOTAL CURRENT INVOICE</i>						
TOTAL CONTRACTUAL REMAINING						
<i>Contractor may update per unit costs once annually or with written explanation, not to exceed total contract dollars.</i>						

Exhibit 4: Insurance Requirements

Exhibit 4-A: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/04/2024

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

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

PRODUCER King Insurance Partners, LLC 643 SW 4th Ave Suite 210 Gainesville FL 32601		CONTACT NAME: Donna Van Auken PHONE (A/C, No, Ext): (888) 377-0420 E-MAIL ADDRESS: donna.vanauken@king-insurance.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: United State Liability Insurance Company	
		INSURER B: RetailFirst Ins co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Cultural Arts Coalition, Inc. 321 NW 10th Street Gainesville FL 32601		NAIC # 10700	

COVERAGES **CERTIFICATE NUMBER:** CL2442251260 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		NPP1563469I	10/17/2023	10/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	520-28119	04/27/2024	04/27/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			NPP1563469I	10/17/2023	10/17/2024	Each incident \$1,000,000 Each Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Alachua County is listed as Additional Insured with respect to the General Liability policy.

CERTIFICATE HOLDER Alachua County 12 SE 1st St Gainesville FL 32601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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Exhibit 5: Certification of Meeting Alachua County Wage Ordinance

Contact Title: Executive Director

Contract or Bid/RFP #: _____

The undersigned, who is authorized on behalf of the Partner, certifies that all covered employees, contractors and subcontracted, completing Services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

CULTURAL ARTS COALITION, INC

321 NW 10TH ST

GAINESVILLE FL 32606

352-372-0216

info@culturalartscoalition.org

PARTNER

By: _____

Print: NKwanda Jah

Title: Executive Director

Date: _____