

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF GAINESVILLE, SANTA FE COLLEGE AND ALACHUA COUNTY
FOR A
COMMUNITY GUN VIOLENCE PREVENTION ALLIANCE**

This Memorandum of Understanding (“MOU”) is made effective on _May 22nd, 2024_ between the following entities (each a “Party” and collectively, the “Parties”) through December 31, 2024, to be renewed annually through December 31, 2026.

PARTIES:

1. CITY OF GAINESVILLE (“City”), a municipal corporation of the State of Florida.
2. THE DISTRICT BOARD OF TRUSTEES OF SANTA FE COLLEGE, FLORIDA (“SF”), a body corporate of the State of Florida.
3. ALACHUA COUNTY (“County”), a municipal corporation of the State of Florida.

BACKGROUND:

This Memorandum of Understanding sets forth the terms of agreement between Santa Fe College, the City of Gainesville and Alachua County. The goals are to enhance cooperation and strengthen efforts to address gun violence; to improve systems and collaborative strategies to produce better outcomes for survivors of gun violence and those at risk; and to establish a Gun Violence Prevention Alliance (“Alliance”) consisting of staff from the City of Gainesville, Alachua County and Santa Fe College, to spearhead a collaborative group of community stakeholders.

Gun Violence has been declared a public health crisis by both the City of Gainesville and Alachua County. Public health is the science of reducing and preventing injury, disease, and death and promoting health and wellbeing through use of data, research and effective policies and practices. The public health approach toward gun violence prevention will bring together institutions and experts across disciplines. The common goals are to: 1) define and monitor the problem, 2) identify risk and protective factors, 3) develop and test prevention strategies, and 4) ensure widespread adoption of effective strategies.

PURPOSE:

The purpose of this MOU is to formalize a collaborative Alliance focused on preventing gun violence in the Alachua County community. The Community Gun Violence Prevention Program implementation will achieve the following:

- A. Support the expansion of existing evidence-based or evidence-informed community violence and gun violence prevention and intervention programs throughout the state. This includes Hospital-Based Intervention Programs (HBIPs) and community violence intervention and street outreach programs. These programs connect with survivors of violence and provide prevention programs and support to defuse family and neighborhood conflict, shootings and homicide. These programs also coordinate follow-up medical care

and behavioral healthcare, and they provide educational and employment opportunities for youth and young adults who may be at-risk of experiencing gun violence.

- B. Continue timely surveillance of firearm related homicides and assaults and build a data dissemination plan to share with stakeholders involved in public health prevention strategies and interventions.
- C. Maintain a trauma-informed approach as the foundation of all prevention and intervention efforts.

The goal, objectives, outputs and outcomes of the program are as follows:

GOAL: Identify solutions and strategies to reduce and prevent gun violence and violent crime in the community.

OBJECTIVES:

- 1. Review state and local data on gun violence and violent crimes.
- 2. Examine youth and young adult risk and protective factors associated with gun violence and violent crime.
- 3. Center the voices of youth and individuals with lived experience, including those who have been impacted by the criminal justice system, in accomplishing the desired outputs and outcomes.
- 4. Research evidence-based programs and best practices that prevent and reduce gun violence and violent crime.
- 5. Review existing programs and services in the community.
- 6. Review intervention strategies that deter the possession, carrying and use of illegal firearms.

DESIRED OUTPUTS AND OUTCOMES:

- 1. Build new and strengthen existing relationships with local organizations involved in preventing community violence and gun violence.
- 2. Identify effective community-based and hospital-based violence prevention and intervention programs.
- 3. Emphasize trauma-informed care and ensure that wrap-around services are provided to those in most need of these services.
- 4. Use enhanced surveillance data to design and target interventions and monitor progress in reducing firearm-involved injuries and deaths.
- 5. Prioritize community-based violence prevention and intervention programs which use evidence-based and data-driven public health strategies to reduce and prevent community violence-involved injuries and deaths.
- 6. Reduce and prevent firearm-involved morbidity and mortality.
- 7. Identify strategies to mobilize the community and enhance engagement.
- 8. Expand prosecution of gun violence and violent crimes.

WHEREAS, the City of Gainesville is a municipal corporation of the State of Florida.

WHEREAS, Santa Fe College is a public college based in Gainesville, Florida, and is part of the Florida College System.

WHEREAS, Alachua County is a political subdivision of the State of Florida.

WHEREAS, the parties would like to collaborate to increase the effectiveness and coordination of gun violence prevention services through enhanced communication and collaboration; and

WHEREAS, it is anticipated that the funding for the Alliance program budget will be provided by the City and the County; and

WHEREAS, the Parties are not creating a joint venture or enterprise with respect to this collaborative approach, rather they are organizing their respective roles associated with the delivery of gun violence prevention services; and

NOW, THEREFORE, the parties agree as follows:

RESPONSIBILITIES OF THE CITY:

- A. Serve on the Alliance along with representatives of Alachua County and Santa Fe College and other community stakeholders to develop a plan and an implementation strategy for a gun violence prevention program.
- B. Leverage available resources through various city departments to best support the programming. To include:
 - Gainesville Fire Rescue – Community Resource Paramedicine Program, Gun Violence Intervention initiatives, Community Health Improvement Plan and associated efforts, and Emergency Management
 - Gainesville Police Department – Gun violence intervention initiatives, Gainesville Police Athletic League, Co-Responder Teams, Gun Buy-Back, BOLD Program, and Ceasefire
 - Gainesville Community Reinvestment Area – Community Partnership Grant Program, Economic Development projects (Eighth and Waldo, Eastside Health and Economic Development Initiative)
 - Parks, Recreation and Cultural Affairs – Summer Camps, Afterschool programming, Enrichment programs, and Employment opportunities
 - Housing and Community Development – Affordable housing program and Financial education
 - Regional Transit System – Free Fare and First Mile and Last Mile Program
 - Public Works – Improved streetlighting
 - Sustainable Development – Imagine GNV Comprehensive Plan
 - American Rescue Plan Act – Central Receiving Facility, GRACE Marketplace and One Nation One Project GNV
- C. Work with other partners and stakeholders in conducting neighborhood response teams following incidents of gun violence, called the “Community Care Call-Out” Initiative.

- D. Assist in the development of a budget for the gun violence prevention program and contribute pro-rata share for expenses incurred based on the agreed upon program budget.
- E. Provide quarterly reports to the City of Gainesville Commission on the work of the Alliance and assist with reports to the Alachua County Board of Commissioners and Santa Fe College Board of Trustees, as needed.
- F. Provide available related data on a monthly basis to Santa Fe College.

RESPONSIBILITIES OF SANTA FE:

Santa Fe College will:

- A. Serve on the Alliance along with representatives of the City of Gainesville and Alachua County and other community stakeholders to develop a plan and an implementation strategy for a gun violence prevention program.
- B. Assist in the development of a budget for the gun violence prevention program, contribute in-kind services accordingly as noted below, and SF's financial contribution will be expressly limited to the items specifically set forth herein.
- C. Provide space, waiving rental fees, in the Santa Fe College Blount Center for all monthly 2-hour meetings of the Alliance.
- D. Compile and analyze existing data to include that of the City, Alachua County, and other involved partners.
- E. Disseminate compiled data to the Alliance and other relevant stakeholders through digital and print means.
- F. Provide supervision and workspace of a part-time administrative assistant position which will be included in the agreed upon budget. Responsibilities will include coordinating meetings, preparing and sharing reports, and supporting the administration of the alliance.

RESPONSIBILITIES OF THE COUNTY:

The County will:

- A. Serve on the Alliance along with representatives of the City of Gainesville and Santa Fe College and other community stakeholders to develop a plan and an implementation strategy for a gun violence prevention program.
- B. Assist in the development of a budget for the gun violence prevention program and contribute pro-rata share for expenses incurred based on the agreed upon program budget and adopted by the Board of County Commissioners.
- C. Support the Alliance by utilizing the expertise of the various County departments and programs including but not limited to:
 - I. Victim Services and Rape Crisis Center staff and volunteers assist survivors of gun violence by addressing needs related to trauma and healing by providing crisis intervention, advocacy, and court accompaniment.
 - II. The Alachua County Crisis Center will provide crisis intervention, de-escalation training and mobile onsite response services for community members impacted by gun violence.
 - III. Alachua County Fire Rescue including the Division of Emergency Management

- IV. Court Services programs like Community Service, Probation, treatment courts, and behavioral health treatment services.
 - V. Parks and Open Space facilities and programs including Cuscowilla Nature and Retreat Center to reach youth and families
 - VI. CareerSource training, employment, and business solutions
 - VII. Community Support Services will provide interventions and assistance to support individuals, families and neighborhoods effected by gun violence through the work of the Crisis Center, Victim Services and Rape Crisis Center, Social Services, Veteran Services, Foster Grandparent Program, Community Stabilization, and Housing.
 - VIII. Sustainability, Equity, Economic, and Strategic Development
 - IX. American Rescue Plan Act funded activities including the Central Receiving System and the Community Healthcare Worker program.
 - X. Other engaged stakeholders including the Department of Health working on the Community Health Assessment and Community Health Improvement Plan
 - XI. Partnerships with Bread of the Mighty and others to implement food systems to improve nutritious food accessibility throughout the County
 - XII. Partnership with People Against Violence Enterprises (PAVE) and other community groups to address the prevention of gun violence.
 - XIII. Alachua County Advisory Boards including the Victim Services Rape Crisis Center, Health Care, Economic Development, Equity Advisory Board, Affordable Housing Advisory Committee, (AHAC) and Justice Mental Health.
- D. Work with other partners and stakeholders in conducting neighborhood trauma response teams following incidents of gun violence.
 - E. Serve as a liaison in providing regular reports to the Board of County Commissioners and assisting with reports to City of Gainesville Commission and Santa Fe College Board of Trustees, as needed.
 - F. Provide available related data on a monthly basis to Santa Fe College.

ALL PARTIES AGREE TO:

1. Performed and deliver all services in a professional manner.
2. Determine a format and content for reports to be disseminated to the public.
3. Provide cross-training and consultation.
4. Work cooperatively to resolve any issues that arise during the course of administering this MOU.
5. That each party is regarded as independent from one another for all purposes. This MOU does not create any employment, agency, franchise, joint venture, partnership or other similar legal relationship between the parties. No party has the authority to bind or act on behalf of another party.
6. That each party shall carry all required insurance coverage and meet any other requirements for the performance of its duties.
7. That each Party is responsible for its own acts or omissions with respect to services provided under this Project.

I. **TERM**

This Memorandum of Agreement will be renewed annually through December 2026.

II. **GENERAL CONSIDERATIONS**

Confidentiality. The Parties agree that all services provided for the Program shall adhere to all applicable Federal, state and local laws, rules and regulations (such as HIPAA, CFR 42, Family Educational Rights and Privacy Act (FERPA) and and state privacy laws, if applicable) and all applicable requirements of licensing or certifying organizations.

No Indemnification. Each party will be liable for any damages resulting from the actions of its employees or agents acting within the scope of their employment or agency, in accordance with Section 768.28, Fla. Stat. Nothing in this MOU shall be interpreted as a waiver of the City's or County's sovereign immunity as granted under Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by any party to be sued by a third party in any matter arising out of any contract.

Amendments. No modifications or amendment in the conditions contained herein shall be effective unless contained in a written document and executed by each party hereto.

Waiver of Breach. The failure on the part of either party to enforce any material provision of this MOU on any single occasion shall not constitute a waiver of the right to enforce any and all material provisions of this MOU.

Effect and Liability. The Parties acknowledge that this MOU is an articulation of the understanding between three public entities to organize efforts to address a shared goal. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law either among the Parties or by any third party against the Parties or the officers, employees, agents, or other associated personnel thereof.

Independent Contractor. By this MOU the parties intend to establish between them the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of the MOU to be officers, agents, or employees of the other party.

Termination. Any party may terminate this MOU, with or without cause, with a minimum of thirty (30) days written notice to the other party. Termination under this clause will not affect any obligations incurred under this Agreement prior to termination.

Non-Discrimination. The parties agree not to discriminate against any person on the grounds of race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political

opinions or affiliations, veteran status, or other legally protected classes under the laws of the State of Florida or the federal government.

Public Records. The parties are subject to Florida's Public Records Law (Chapter 119, F.S.), allowing the public to have access to public records as defined by law, including this MOU, unless such records are exempt and/or confidential under the law.

Independent Contractors. The parties expressly intend that as to this MOU, the parties are independent contractors and have no relationship other than the one created by this MOU, and that the parties shall not receive any benefits other than those expressly provided herein. This MOU does not constitute a joint venture or partnership between the parties. The parties expressly intend that no agent, servant, contractor, or employee of a party shall be deemed an agent, servant, contractor, or employee of another party.

Notices. Except as otherwise provided herein, any notice, acceptance, request, or approval from any party to the another party shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox, or personally delivered with signed proof of delivery.

The parties' representatives are:

City of Gainesville

Joe Dixon Sr, Fire Chief

1025 NE 13th St

Gainesville, FL 32601

Santa Fe College

Dr. Asha Brunings

3000 NW 83rd Street, S-212

Gainesville, FL 32606

Alachua County

Carl Smart

12 SE 1st Street

Gainesville, FL 32601

V. EFFECTIVE DATE

This Agreement shall become effective upon the date of its execution by the last party to sign.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

Cynthia W. Curry

May 22, 2024

Cynthia W. Curry
City Manager
City of Gainesville

Date

Lee Libby

[Lee Libby \(May 22, 2024 07:04 EDT\)](#)

May 22, 2024

Legal Advisor
City of Gainesville

Date

Emery A. Gainey

[Emery A. Gainey \(May 20, 2024 16:55 EDT\)](#)

May 20, 2024

Emery A. Gainey
Chair, Board of Trustees
Santa Fe College

Date

Patti Locascio

May 21, 2024

Legal Advisor
Santa Fe College

Date

ALACHUA COUNTY, FLORIDA

By: 
Mary C Alford (Apr 29, 2024 13:09 EDT)

Mary C. Alford, Chair

Board of County Commissioners

Apr 29, 2024

Date: _____

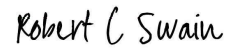
ATTEST



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

(SEAL)

APPROVED AS TO FORM

DocuSigned by:

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Alachua County Attorney's Office