

**FUNDING AGREEMENT BETWEEN ALACHUA COUNTY AND
THE CHILDREN’S TRUST OF ALACHUA COUNTY REGARDING GUN VIOLENCE**

THIS FUNDING AGREEMENT is made by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County") and the Children’s Trust of Alachua County an independent special taxing district of the State of Florida (“CTAC”), collectively the “Parties.”

WITNESSETH:

WHEREAS, the County has recognized that gun violence constitutes a public health crisis and has made it a priority to find ways to reduce the incidence of gun violence in our community; and

WHEREAS, the County, the City of Gainesville and Santa Fe College have joined together in a Gun Violence Prevention Alliance with each of those entities taking part; and

WHEREAS, at the CTAC meeting on August 12th 2024, CTAC agreed to fund certain of the efforts of the Gun Violence Protection Alliance; and

WHEREAS, the County, as a member of the Alliance has specific programs it wishes to see undertaken; and,

WHEREAS, CTAC has agreed to provide funding to the County so that it may initiate the process of issuing grants and contracts for those programs; and,

WHEREAS, the funds to be provided by CTAC, pursuant to the terms of this Agreement, serve a public purpose and meets the goals of the CTAC in serving the population between the age of 0 and 18.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Term:

A. This Agreement shall commence upon the date of execution by both Parties (“effective date”), and continue through September 30, 2025, unless earlier terminated as provided herein

B. The obligation of CTAC to pay under this Agreement is contingent upon a specific annual appropriation by the Board. The Parties understand that this Agreement is not a commitment of future appropriations. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

2. I. Scope of Services: In accordance with the terms and conditions of this Agreement, the County will utilize the funds referenced in Section 3 below for the following purposes in the effort to reduce gun violence in Alachua County:

Grant funded projects of up to \$33,000 each	\$222,850
Youth Steering Committees in Two Additional	

Alachua County Municipalities - \$21,000 each	<u>\$42,000</u>	
	\$264.850	Total

The choice of the subject of the grants or their awardees shall be in the sole discretion of the County so long as the purpose remains within the scope of the Gun Violence Prevention Alliance.

II. Programmatic Reporting Requirements (Alachua County)

A. The contractor shall, on a bi-monthly basis, provide the CTAC with a status report on the following items:

- a. Grant Funded Projects
 - i. General implementation update
 - ii. Status of funding release, award recipients, and final awards
 - iii. Status of projects, scopes, and project outcomes/goals

Note: The Contractor shall ensure application instructions include CTAC logo usage requirements and shall ensure all award recipients acknowledge support from the CTAC.

Logo guidelines:

<https://www.childrenstrustofalachuacounty.us/communications/page/logo-use>

Award

Acknowledgement:

<https://www.childrenstrustofalachuacounty.us/programs/page/provider-resources>

b. Youth Steering Committees in Two additional Alachua County Municipalities

- i. General implementation update
- ii. Committee meetings
 - 1. Agenda and minutes
 - 2. Attendance report
 - 3. Youth steering committee will coordinate a date and time to conduct a presentation to the CTAC Board

c. Quarterly Updates to the CTAC Board

- i. This shall consist of a summary of the reports for the quarter, to include updates of each program component and percentage of funding used

B. The CTAC reserves the right to change reporting requirements without prior written notice to the County.

3. Billing and Compensation:

A. The CTAC agrees to pay the County for the purposes of supporting the Program, as set forth in Section 2, an amount not to exceed \$264,850.

B. As a condition precedent for any payment of the Funding to the County by the CTAC, the County shall invoice the CTAC requesting payment.

C. Submission of the County's invoice for payment constitutes the County's representation to CTAC that all obligations of the County to others, including its consultants and contractors, incurred in connection with the County's Program, will be paid in full, that the expenses have not been reimbursed by another entity, and that the Program provided will serve a

public purpose. The County shall submit invoices via email to the CTAC at the following address:

Children's Trust of Alachua County
4010 NW 25th Place
Gainesville, FL 32606
Email: invoice@childrenstrustofalachuacounty.us

In the event that the CTAC becomes credibly informed that any representations relating to payment are wholly or partially inaccurate, the CTAC may withhold payment of sums then or in the future otherwise due to the County until the inaccuracy, and the cause thereof, is corrected to the CTAC's reasonable satisfaction. The CTAC may also withhold payment due to the County until the County provides the documentation and data, in support of expenses, as required by the CTAC.

D. Notices to the County will be provided to the County at the following address:

Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641
Email: ttonkavich@alachuacounty.us

4. Audit, Records, and Reporting:

A. The County agrees to:

1) Maintain financial books, records and reports relating to utilization of the funds for a period of at least 3 years from the date of payment to the County from the CTAC and to make them available to the CTAC upon request.

2) Maintain books, records, documents, invoices, reports, and other evidence and accounting procedures and practices such as will permit the County to sufficiently and properly reflect all direct costs of any nature associated with the Program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the CTAC or by an auditor of the CTAC's choosing. Such review shall be during the regular working hours, following reasonable written notice. The County agrees to provide such assistance as may be necessary to facilitate the review or audit by the CTAC to ensure compliance with applicable accounting and financial standards.

B. The County shall submit reports to the CTAC as required by the CTAC at the address listed in Section 3(c) above.

C. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the County, the County, by accepting public funds, agrees to permit persons duly authorized by the CTAC to inspect all records, papers, documents, facilities, goods, and services of the County and interview any employees and clients of the County to be assured of satisfactory performance of the terms and conditions of this Agreement. When applicable, the CTAC will identify any deficiencies to the County in writing. The County's failure to correct the deficiencies may result in the CTAC withholding payments or the County being deemed in default of this Agreement

D. At the end of the Fiscal Year the County and CTAC shall meet to discuss any excess funds to be returned or an expenditure plan for such funds to be approved by CTAC.

5. Default and Termination:

A. The failure of the County to comply with any provision of this Agreement will place the County in default. Prior to terminating the Agreement, the CTAC will notify the County in writing of the default. This notification will make reference to the provision of this Agreement which gave rise to the default. The CTAC will give the County seven (7) calendar days from the date of the notice to cure the default. The Executive Director of CTAC is authorized to provide written notice of default on behalf of the CTAC, and if the default situation is not corrected within the allotted time, she is authorized to provide final default termination notice on behalf of the CTAC to the County. Notices under this Subsection may be delivered electronically.

B. The CTAC may terminate this Agreement without cause by providing written notice to the County (hereinafter, "Termination for Convenience"). The Executive Director of CTAC is authorized to provide the Termination for Convenience on behalf of the CTAC. In the event of such Termination for Convenience, the CTAC agrees to reimburse the County for those grants awarded prior to the termination. The County shall not be entitled to any other or further recovery against CTAC, including, but not limited to, damages, consequential or special damages, or any anticipated expenses of the Program not yet completed or performed. Notices under this Subsection may be delivered electronically.

6. Modifications: This Agreement may be modified and amended by mutual Agreement of the CTAC and the County. Any modification of the terms of this Agreement shall become effective upon a written amendment to this Agreement, duly executed by both Parties.

7. Assignment: Neither Party will assign or transfer any obligation or interest in this Agreement without prior written consent of the other Party.

8. Independent Contractor: In the performance of this Agreement, the County will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the CTAC which is acting solely as a funding entity. The County is solely responsible for the means, method, techniques, sequence, and procedure utilized by the County in the full performance of this Agreement and the Program. Neither the County nor any of its employees, officers, agents or any other individual directed to act on behalf of the County shall represent, act, or purport to act or be deemed to be the agent, representative, or employee of the CTAC. Entry of this Agreement places no obligation on the CTAC to hire, supervise, direct, control, operate, maintain, insure or provide benefits to the employees, volunteers, agents and assigns of the County. No employees, volunteers, agents and assigns of the County will be held to or be found to be an employee, volunteer, officer, subcontractor, or agent of the County. Policies and decisions of the County, which may be represented by the County in performance of this Agreement or the Program, shall not be construed to be the policies or decision of the CTAC.

9. Indemnification: Each Party is a governmental entity and protected by sovereign immunity. Each Party will be responsible for any negligence on the part of their employees. Nothing contained herein shall constitute a waiver by the County or CTAC of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes. The County shall ensure that sufficient insurance is provided by its grantees to protect all interests of the CTAC.

10. Laws & Regulations: The County will comply with all federal, state, and local laws, ordinances, regulations and rules.

11. Non-Waiver: The failure of either Party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

12. Severability: If any provisions of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

13. Entire Agreement: This Agreement contains all the terms and conditions agreed upon by the Parties.

14. Collusion: By signing this Agreement, the County declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

15. Conflict of Interest: The County warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The County shall notify the CTAC of any conflict of interest due to any other clients, contracts, or property interests.

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

17. Governing Law and Venue: This Agreement is governed in accordance with the laws of the State of Florida. Venue for any legal action is in Alachua County, FL.

18. 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 contributed to the preparation of this Agreement.

19. Public Records: The County is a public body under the laws of Florida and is subject to the public records law to the same extent that the CTAC is. All records shall be retained in accordance with the state retention records.

20. Communications: The County shall maintain a working e-mail address and shall respond to e-mail communications from CTAC within 24 (twenty-four) hours from the time the e-mail was received electronically. The County agrees to notify the CTAC of any changes in e-mail, staff, , postal mailing address, etc. within 24 (twenty-four) hours of the change. The CTAC agrees to add the e-mail and postal mailing addresses of the County to any mailing lists utilized for the purpose of announcements, status reports, and the like.

21. No Religious or Sectarian Requirement: In accordance with Article 1, Section 3, Florida Constitution, and other applicable law, the funding provided under this Agreement may not be used in aid of any church, sect, or religious denomination or in aid of any sectarian institution. The Program shall not promote the religion of the provider, be significantly sectarian in nature, involve religious indoctrination, require participation in religious ritual, or encourage the preference of one religion over another.

22. Workplace Violence: Employees of County are prohibited from committing any act of workplace violence. Violation may be grounds for termination of this Agreement. Workplace violence means the commission of any of the following acts by an employee of the County in the workplace setting.

Battery: intentional offensive touching or application of force or violence to another.

Stalking: willfully, maliciously and repeatedly following or harassing another person.

23. 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 fax or 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.

24. Exhibits: All exhibits to this Agreement are incorporated into and made part of this Agreement by reference. This Agreement includes the following attachments: NONE

25. 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 manually written or electronic signature, by electronic mail in PDF format, 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.

26. Verification of Personnel: The County will ensure compliance with all Florida laws related to level 2 criminal background checks for their staff, grantees and volunteers that have unsupervised contact with children and other vulnerable individuals served in the Program. All screenings are to be substantially consistent with the standards set forth in Section 435.04, Florida Statutes, and must be available from the County to the CTAC upon the CTAC's request.

27. E-Verify: Pursuant to Florida law, the County as a public agency must require in any contract that the its contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. Pursuant to F.S. 448.095, as applicable, County will register and use the U.S. Department of Homeland Security E-verify system to verify work authorization status of new employees of the County during the term of this Agreement and otherwise comply with Florida law. The County shall require any subcontractors, as applicable, to verify the work authorization statue of all new employees of the subcontractor during this Agreement. The E-verify system is located at <http://www.uscis.gov/E-verify>.

28. Responsibilities of CTAC - While CTAC has retained the authority to conduct such audits and tracking as any responsible public entity should in meeting its obligations under the law, the parties agree that this is a funding agreement only and that the County shall be responsible for the choice and implementation of the programs it proposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year below written.

Alachua County Board of County Commissioners

By: _____
Charles S. Chestnut, IV, Chair
Date: _____

ATTEST

APPROVED AS TO FORM

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

Alachua County Attorney's Office

Children's Trust of Alachua County

By: _____
Title: Executive Director

Date: _____

Approved as to Form

Counsel to the Trust