

MEMORANDUM OF UNDERSTANDING FOR HOLIDAY PARADE

This Memorandum of Understanding (“MOU”) is entered this 4th day of October, 2023 between GAINESVILLE AREA CHAMBER OF COMMERCE FOUNDATION, INC., a Florida not for profit corporation (“Chamber”), and CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“City”).

WHEREAS, the Chamber is five-star accredited chamber by the U.S. Chamber of Commerce, a designation that places us in the top one percent of Chambers nationwide; and

WHEREAS, the Chamber’s vision is for Greater Gainesville to be a global hub of talent, innovation and opportunity and it strives to advance that vision via a mission to facilitate economic opportunity, business success and community progress; and

WHEREAS, the Chamber is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the Chamber is an independent legal entity that shall remain solely under the direction and control of the Chamber Board, except where stated otherwise herein; and

WHEREAS, the City wishes to coordinate and implement a 2023 Holiday Parade in December 2023.

THEREFORE, based on the foregoing, the Parties enter into this MOU and agree to the following:

Section 1. Responsibilities.

Chamber:

1. The Chamber will serve be responsible for the collection of donations for the 2023 Holiday Parade.
2. The Chamber will establish and operate a designated account segregated for the sole use for the Holiday Parade and will disburse funds from said for the sole use for the Holiday Parade upon written request by the City.
3. In consideration of the Chamber’s agreement to sponsor the 2023 Holiday Parade, and to cover the Chamber’s expenses in connection with the Parade, the City will pay a 10% administration fee calculated on the total donations received. All amounts deposited into the 2023 Holiday Parade Account will be used solely for the Holiday Parade, less this administration fee.
4. As the City and the Chamber want to maintain the highest levels of accountability and stewardship, the Chamber agrees to share information with the City, as reasonably requested, to permit the City to inspect, to furnish to the City, all documents and records pertaining to this MOU to the City upon request to the same extent as would be required to be disclosed under Florida’s public records laws if such records were held and maintained by the City, and the City and Chamber shall develop reporting processes and institute compliance and auditing procedures that ensure donated funds are accounted for, expenditures are made in accordance with donors' wishes and reports are made to donors on the use of such funds.

City:

1. The City of Gainesville will be responsible for and have authority over the coordination, administration, management and implementation of the 2023 City of Gainesville Holiday Parade.
2. The City is responsible for maintaining policies, procedures and reporting regarding administration and use of funds and to notify the Chamber on a timely basis regarding the use of such funds.
3. The City will be responsible for reporting to donors on the use of funds.
4. The City assumes financial and legal responsibility related to funds donated to the Chamber for the 2023 Holiday Parade by corporate, individual, or other sources, for the period September 20, 2023 to January 31, 2024.

Section 2. Chamber Documents. The Chamber shall keep on file with the City updated copies of all enabling documents including the Chamber's Articles of Incorporation, Bylaws and any amendments to these documents.

Section 3. Bond and Insurance. The Chamber shall insure that officers and staff members are bonded in an amount of not less than \$100,000. The premiums payable on such bonds shall be payable from the funds of the Chamber. Further, the Chamber shall obtain and maintain general liability and directors' and officers' liability insurance in a reasonable and appropriate amount as determined by the Chamber Board through the duration of this MOU.

Section 4. Donor Communication. The Chamber agrees to make the following clear to prospective City of Gainesville Holiday Parade donors:

1. The Chamber is a separate legal and tax entity;
2. Responsibility for governance of the Chamber, including management of donations, resides in the Chamber's Board;
3. Checks for the Holiday Parade should be made payable to the Chamber.

Section 5. Financial Statement. The Chamber and City shall maintain records in accordance with generally accepted accounting principles and should be audited annually by a firm of certified public accountants. The respective reports shall be made available to the Chamber and the City.

Section 6. Notice of Non-compliance – Opportunity to Cure. In the event of non-compliance with any provision of this MOU, the City shall notify the Chamber in writing of the event or practice it believes does not comply with this MOU. The Chamber shall, within fifteen (15) days from receipt of the notice of non-compliance, either correct the non-compliance or show cause to the City that the Chamber is in compliance. In the event the Chamber fails to comply within this time period, the City, may, at its option, terminate this MOU and its relationship with the Chamber.

Section 7. Term. This MOU will become effective upon execution, and shall continue in effect through January 31, 2024, unless earlier terminated in accordance with the MOU.

Section 8. Termination. In addition to the method of termination provided for in Section 6, above, this MOU may be terminated by either party by delivering written notice of termination to the non-terminating party at least thirty (30) days prior to the effective date of any termination. In the event of termination, the Chamber shall provide the City with an accounting of all Holiday Parade funds in its possession and transfer those funds, along with any restrictions thereon.

Section 9. Entire Agreement and Amendment. This MOU represents the parties' entire agreement with respect to the matters specified herein.

Section 10. Governing Law and Venue. It is understood that this MOU shall be governed by and construed under and in accordance with the laws of the State of Florida. Venue for any actions arising under this MOU shall be Gainesville, Florida.

Section 11. Severability. Any provision of the MOU which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof.

WHEREFORE, this MOU is hereby executed by the duly authorized representatives of the parties.

CITY OF GAINESVILLE

**GAINESVILLE AREA CHAMBER
OF COMMERCE FOUNDATION, INC.**

Cynthia W. Curry
Cynthia Curry (Oct 4, 2023 16:57 EDT)

Cynthia W. Curry, City Manager

Date: Oct 4, 2023

Ian Fletcher
Ian Fletcher (Oct 3, 2023 16:27 EDT)

Print Name: Ian Fletcher

Title: COO

Date: Oct 3, 2023

Approved as to Form and Legality:

David C. Schwartz
David C. Schwartz (Oct 3, 2023 17:51 EDT)

Assistant City Attorney

(Do Not Modify) Modified On	Contract ID	Status Reason	Resolution/Final Approval Date	Approved By	Department	Vendor	Contract Name (Contract ID) (Crowe Contract)	Request Date	Exception Details
9/27/2023 16:28	CONT-004639	Approved As Drafted	9/27/2023	David Schwartz	CMGR - City Manager	Greater Gainesville Chamber of Commerce Foundation Inc	2023 Holiday Parade	9/27/2023	
9/27/2023 17:29	CONT-004639	Approved As Drafted	9/27/2023	Steve Varvel	CMGR - City Manager	Greater Gainesville Chamber of Commerce Foundation Inc	2023 Holiday Parade	9/27/2023	
9/28/2023 17:30	CONT-004639	Approved As Drafted	9/28/2023	Diane Holder	CMGR - City Manager	Greater Gainesville Chamber of Commerce Foundation Inc	2023 Holiday Parade	9/27/2023	