

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF GAINESVILLE  
AND**

**Agenda Item: 2024-241B**

**THE COMMUNITY FOUNDATION OF NORTH CENTRAL FLORIDA**

This Professional Services Agreement ("Agreement") is by and between the CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("City"), and the COMMUNITY FOUNDATION OF NORTH CENTRAL FLORIDA, INC., a Florida not for profit corporation ("Foundation").

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

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

**WHEREAS**, the City desires collection and administration of donations for the Gainesville Police Department, including the establishment of guidelines regarding the accountability and use of such funds; and

**NOW THEREFORE**, based on the foregoing, the Parties enter into this Agreement and agree to the following:

**Purpose**

This Agreement aims to advance the mission of the Gainesville Police Department by funding projects and initiatives that enhance police effectiveness, efficiency, safety, and morale, for which funds are not available in the department’s current annual budget.

**Section 1. Responsibilities.**

**Foundation:**

1. The Foundation shall collect monetary donations made to the Gainesville Police Department.
2. The Foundation shall establish and operate a designated non-endowed fund account segregated for the sole use of the Gainesville Police Department (each fund is segregated, but all assets of the Foundation are co-mingled); and shall disburse funds from said account for the sole use of the Gainesville Police Department upon written request by the City. The terms of this Agreement shall apply to donations to the Gainesville Police Department that are made after the effective date of the Agreement, as well as to funds already donated for such purpose and held by the Foundation as of the effective date (“BOLD” funds will be addressed in a separate MOU). Subject to the terms of this Agreement, Foundation shall have exclusive legal control over donated funds until the donated funds are transferred to the City.

3. Considering the Foundation's agreement to collect donations for the Gainesville Police Department, all amounts deposited into the Gainesville Police Department account shall be used solely for the Gainesville Police Department.
4. As the City and the Foundation want to maintain the highest levels of accountability and stewardship, the Foundation agrees to share information with the City, as reasonably requested, to permit the City to inspect, furnish to the City all documents and records about this Agreement 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. The City and Foundation shall develop reporting processes and institute compliance and auditing procedures that ensure donated funds are accounted for, expenditures are made according to donors' wishes, and reports are made to donors on using such funds.
5. The City and the Foundation are responsible for ensuring that appropriate internal controls are in place to ensure that funds are deployed for their proper purposes and are not vulnerable to misuse or theft.
6. The Foundation shall provide a copy of the tax-exempt certificate to be shared with vendors upon request.

**City:**

1. The City is responsible for maintaining policies and procedures regarding the administration and use of funds.
2. The City shall remain transparent to the public on the use of donated funds and will provide information on the use of funds upon request.
3. Once funds are transferred from Foundation to City, the City assumes financial and legal responsibility for the funds, including for the appropriate use of the funds.
4. The City shall create a new committee called the "Gainesville Police Foundation Board" to establish a decision-making authority and define a process that has transparency and accountability for how funds are raised and spent, consisting of the following officers or their designees:
  - Gainesville City Manager
  - Chief of Police
  - Chair of the Gainesville Police Advisory Committee
  - A member chosen by a union representing police officers
5. The CEO of the Community Foundation of North Central Florida, or staff designee, shall serve as an Ex Officio member and will keep the meeting minutes. Any donations received at GPD will be mailed or delivered to the Community Foundation office as soon as possible.

**Section 2. Foundation Documents.**

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

**Section 3. Insurance.**

The Foundation shall obtain and maintain general liability and directors' and officers' liability insurance in a reasonable and appropriate amount as determined by the Foundation Board throughout this Agreement.

**Section 4. Donor Communication.**

The Foundation agrees to make the following clear to prospective Gainesville Police Department donors:

1. The Foundation is a separate legal and tax entity.
2. Responsibility for governance of the Foundation, including management of donations, resides in the Foundation's Board.
3. Checks for the Gainesville Police Department should be made payable to the Foundation.
4. Tax receipts for donations shall be issued by the Community Foundation as needed.

**Section 5. Financial Statement.**

The Foundation and City shall maintain appropriate records by generally accepted accounting principles and should be audited annually by certified public accountants. Any fees charged by a certified public accountant for auditing the funds held by the Foundation at the request of the City shall be the responsibility of the City. Any fees charged by a certified public accountant for auditing the funds held by the Foundation at the request of the Foundation shall be the responsibility of the Foundation. The respective reports shall be made available to the Foundation and the City.

**Section 6. Notice of Non-compliance - Opportunity to Cure.**

In the event of non-compliance with any provision of this Agreement, the City shall notify the Foundation in writing of the event or practice it believes does not comply with this Agreement. Within fifteen (15) calendar days from receipt of the notice of non-compliance, the Foundation shall either correct the non-compliance or show cause to the City that the Foundation is in compliance. In the event the Foundation fails to comply with this period, the City may, at its option, terminate this Agreement and its relationship with the Foundation.

**Section 7. Term.**

This Agreement will become effective upon execution and continue in effect for 12 months unless earlier terminated in accordance with the Agreement. This Agreement may be renewed for an additional 12 months upon written mutual agreement by the parties.

**Section 8. Termination.**

In addition to the method of termination provided for in Section 6 above, either party may terminate this Agreement by delivering written notice of termination to the non-terminating party at least thirty (30) days before the effective date of any termination. In the event of termination, the Foundation shall provide the City with an accounting of all City – Gainesville Police Foundation funds in its possession and transfer those funds, along with any restrictions thereon.

**Section 9. Entire Agreement and Amendment.**

This Agreement represents the Parties' entire agreement concerning the matters specified herein and supersedes any previously entered into agreement between the Parties.

**Section 10. Governing Law and Venue.**

It is understood that this Agreement shall be governed by and construed under and following the laws of the State of Florida. Gainesville, Florida, shall be the venue for any actions arising under this Agreement.

**Section 11. Severability.**

Any provision of the Agreement that is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof.

**Section 12. Fees.**

The Foundation shall charge the following administrative fees for the collection and management of non-endowed funds donated for the Gainesville Police Department as set forth below:

<u>Non-Endowed Funds</u>	<u>Administrative Fee</u>
\$500 minimum annual administrative fee	2.0%

The fees shall be paid monthly per the Foundation's policies from donation funds held by the Foundation that have not been distributed to the City.

**Section 13. Indemnification.**

Foundation shall hold harmless, indemnify, and defend (Foundation's duty to defend will be exercised in the sole discretion of the City) the City, its elected and appointed officials, employees, and agents from and against any and all liability, losses, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions, and cost of actions, including reasonable attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the Foundation's or its agents', employees', partners', or subcontractors' performance of or obligations under this Agreement, whether caused by any act or omission of Foundation or its agents, employees, partners, or subcontractors including the negligence, recklessness, or intentional wrongful conduct of the Foundation or its agents, employees, partners, or subcontractors. This section will survive the termination or expiration of this Agreement.

#### **Section 14. Sovereign Immunity.**

The Parties agree that nothing in this Agreement may be interpreted as a waiver of the City's sovereign immunity, as provided in Section 768.28, Florida Statutes, or otherwise.

#### **Section 15. Anti-Discrimination.**

The Foundation shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability, or gender identity, or undertake any other unlawful forms of discrimination in the performance of this Agreement. Foundation understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

#### **Section 16. Public Records.**

Florida has a very broad public records law and certain records of the Foundation may be subject to the Florida Public Records Act (Chapter 119, Florida Statutes). By entering into this Agreement with the City, the Foundation acknowledges that it will comply with this section and that failure by Foundation to comply with this section is a breach of this Agreement and the City may pursue all available remedies. A request to inspect or copy any public records, as defined in Section 119.011(12), Florida Statutes, relating to this Agreement must be made directly to the City. If the City does not possess the requested public records, the City shall immediately notify the Foundation of the request and the Foundation shall, within a reasonable duration of time, either provide the records to the City or allow the records to be inspected or copied. In addition, the Foundation shall:

- a) Keep and maintain all public records required by the City to perform the service;
- b) Upon request from the City's custodian of public records, provide the City 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 by law;
- c) Ensure that all 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 this Agreement and following termination of this Agreement if the Foundation does not transfer the records to the City; and
- d) Upon termination of this Agreement, transfer to the City at no cost to the City all public records in possession of the Foundation or keep and maintain the public records required by the City to perform the service. If the Foundation transfers all public records to the City upon termination of this Agreement, the Foundation shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Foundation keeps and maintains public records upon termination of this Agreement, the Foundation shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the City, upon request from the City's custodian of

public records, in a format that is compatible with the information technology systems of the City.

**IF THE FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FOUNDATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT REGIONAL WILSON AT 352-393-7549, WILSONR@CITYOFGAINESVILLE.ORG, 545 NW 8<sup>TH</sup> AVENUE, GAINESVILLE, FL 32601.**

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

**CITY OF GAINESVILLE**

**COMMUNITY FOUNDATION  
OF NORTH CENTRAL FLORIDA, INC.**



Feb 29, 2024

\_\_\_\_\_  
Cynthia W. Curry, City Manager      Date

\_\_\_\_\_  
Barzella Papa, CEO      Date

**APPROVED AS TO FORM & LEGALITY**

**GAINESVILLE POLICE DEPARTMENT**

\_\_\_\_\_  
City Attorney      Date

\_\_\_\_\_  
Lonnie Scott, Chief of Police      Date


# CONT-004947\_PLEASE ADOBE SIGN\_2024-27\_Fundraising GPD (CFNCF) for GPDC w/ City of Gainesville


Final Audit Report


2024-02-29


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## "CONT-004947\_PLEASE ADOBE SIGN\_2024-27\_Fundraising GPD (CFNCF) for GPDC w/ City of Gainesville" History


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