

# **Affiliation Agreement**

**By and Between  
The Grit Foundation, Inc.**

**and**

**Alachua County Board of County Commissioners on behalf of  
Alachua County Fire Rescue**

This agreement is made and entered into by and between The Grit Foundation, Inc., a Florida not for profit corporation, located in Gainesville, Florida, and Alachua County Board of County Commissioners located in Gainesville, Florida, herein after referred to as the "County." The parties hereto agree as follows:

## Section 1.0: Philosophical Intent

A. The primary objective of this agreement is to provide a general framework for the development of cooperative efforts between The Grit Foundation and the County, which will enhance the missions of both parties. Recognizing the importance of mutual collaboration and the contributions to society made through effective programs for community support of local first responders and hometown heroes, it is an intent of this affiliation to extend to the staff of the County, unless otherwise prohibited by law, rule, or policy, the tangible and intangible resources of The Grit Foundation.

B. The Grit Foundation will serve as the primary support organization for Alachua County Fire Rescue (ACFR) to further promote, coordinate and support the County and its activities. In no way does The Grit Foundation intend to supplant funding provided by federal, state or local governmental entities to the County. This does not prevent ACFR from accepting donations or funding from other sources.

C. Specific projects will be developed through collaborative efforts between the parties to the agreement which will complement the mission and goals of The Grit Foundation and the County. These projects will be memorialized in separate agreements that define the rights and duties of each party with respect to the project.

## Section 2.0: General Provisions

A. All activities carried out under this agreement shall be conducted in accordance with all applicable laws and regulations of the United States of America, the State of Florida, and the rules and regulations of the County.

B. All mutual agreements and activities will be appropriately structured to be consistent with both the policies of The Grit Foundation and the County.

C. This agreement shall take effect when executed by all parties and shall terminate as provided herein. This agreement will automatically renew on an annual basis for additional one (1) year periods unless either party provides the other with written notice no later than sixty (60) days prior to the expiration of the preceding term that it wishes to terminate this agreement.

D. This agreement can be amended through written mutual agreement by and between both The Grit Foundation and the County. Requests for changes to this agreement shall come in the form of a written notice from either party.

### Section 3.0: General Obligations

A. Each party will designate a primary contact for day to day operations and routine communications.

B. The Grit Foundation's mission and personnel policies shall complement those of the County. The Grit Foundation will operate in a support capacity as needed or requested by the County, subject to available resources.

C. Both parties will consciously coordinate the calendar of public events so that they maximize their opportunities to participate with one another.

D. Both parties will strive to develop and promote mutually beneficial public activities that effectively maximize the utilization of resources readily available.

E. The County agrees to provide quarterly updates as requested to The Grit Foundation, its board of Directors and officers regarding the use of donations received from The Grit Foundation whether funds or in kind, property real or personal, tangible, intangible, vested or contingent.

F. The Grit Foundation will work to accommodate reasonable requests on behalf of the County or donors to allocate certain donations in a segregated fund for the benefit of ACFR. In the event specific campaigns are undertaken, quarterly reports will be provided to the County upon request. The board may also designate funds as applicable as requested.

G. The Grit Foundation acknowledges that, as an organization governed by Section 501 of the Internal Revenue Code, it is subject to maintain, secure and produce certain records as set forth in I.R.C. § 6104. The County is required to maintain, secure and produce public records in compliance with Section 119, Florida Statutes. The Grit Foundation acknowledges that under certain circumstances this agreement may also subject it to Section 119, Florida Statutes. The Grit Foundation agrees to maintain, secure and produce public records in compliance with the law. The Grit Foundation shall not charge any duplication or special service fees to the County should the County request records from The Grit Foundation related to this agreement.

**IF THE GRIT 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 ALACHUA COUNTY PUBLIC**



**RECORDS CUSTODIAN AT 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601,  
(352) 374-5204.**

H. The Grit Foundation shall provide the County with its annual Internal Revenue Service Form 990 within 30 days of its filing with the Internal Revenue Service.

I. Audit and Retention. The Grit Foundation shall keep accurate books, records and accounts related to this agreement. The Grit Foundation shall permit the County to inspect such books, records and accounts at all reasonable times. The Grit Foundation shall retain all books, records and accounts relating to this agreement for at least three years after the expiration or termination of this agreement.

Section 4.0: Affiliation Activities

A. In fulfillment of its mission, The Grit Foundation may solicit and accept funds (whether by way of outright, or conditional gifts, grants, and bequests, in trust or otherwise) things of value of all kinds, including property, both real and personal, whether personal or income, tangible or intangible, vested or contingent, within the limits of the law on behalf of the County for the purposes described above.

B. Both parties will actively publicize this affiliation. The County may request the promotional services of The Grit Foundation, including but not limited to graphic design, video editing, video creation, script writing, social media content creation, social media management, and crisis communication. The Grit Foundation will notify the County's primary contact of any promotional materials or products prior to their release.

C. The County gives express consent for The Grit Foundation to share and promote the activities, members, and duties of the County. When requested, the County will request releases from individual employees and volunteers of the County to permit use of their likeness, image, voice recordings, etc. for the purposes of promotional activities under this agreement.

D. Both parties will encourage their respective contacts to consider funding options that benefit both organizations.

E. Grant requests for County activities under this agreement must be applied for using The Grit Foundation's application form along with supporting materials. Grants will be awarded subject to Board of Director's approval. Funding for special programs or projects can be requested by the County at any time using the designated GRIT application. These projects typically will require longer fundraising periods and/or technical assistance.

Section 5.0: Governance

A. The Grit Foundation is a separate legal entity from the County. Nothing in this agreement shall be construed to create a partnership, agency, joint venture or other similar legal relationship between the parties.

B. The books of accounting and other corporate records of The Grit Foundation shall be made available to the County upon request.

C. Members of the Board of Directors who are employed with or have a fiduciary relationship with the County will recuse themselves from any vote or measure relating to the County.

D. The County makes no representation regarding how donations to the County by or through The Grit Foundation should be treated for purposes of taxation.

E. The Grit Foundation will advise the County on an annual basis of all funds and donations, including those obtained in kind, which are obtained in the name of the County.

D. Notices with respect to this agreement shall be provided by U.S. Mail or hand-delivery as follows:

If to The Grit Foundation:

Matthew Harrison, President  
PO Box 358764  
Gainesville, FL.32635

If to the County:

Harold Theus, Alachua County Fire Chief  
911 SE 5<sup>th</sup> Street  
Gainesville, FL 32601

A copy of any notice hereunder shall also be sent to:

J. K. "Jess" Irby, Esq.  
Clerk of the Circuit Court  
12 SE 1<sup>st</sup> Street, 4<sup>th</sup> Floor  
Gainesville, FL 32602  
Attn: Finance and Accounting

The Parties shall update each other as to any change in personnel or addresses for purposes of this Notice section.

#### Section 7.0: Meetings

A. The Grit Foundation will provide an informational session to the County about the programs and services of The Grit Foundation upon full execution of this agreement.

Section 6.0 General Provisions

A. Termination. This agreement may be terminated without cause by either party upon 60 days written notice. This agreement may be terminated with cause by either party upon 21 days written notice. Upon termination, any funds held by The Grit Foundation specifically donated or designated for ACFR shall either be returned to the individual donor(s) or provided to the County within 30 days of termination. The Grit Foundation shall provide the County written notification that all such funds have been returned or provided to the County within 45 days of termination.

B. Amendments. No modification or amendment of this agreement shall be of any legal force or effect unless it is in writing and executed by both parties.

C. Complete Agreement. This agreement contains the entire agreement between the Parties. No rights, duties or obligations of the parties shall be created unless specifically set forth in this agreement.

D. Non-Waiver. Failure to enforce any provision of this agreement by either party shall not be considered a waiver of the right to later enforce that or any provision of this agreement.

E. Assignment. This agreement may not be assigned.

F. Governing Law and Venue. The agreement and the rights and obligations created hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Florida. If any litigation should be brought in connection with this agreement, venue shall lie in Alachua County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed two copies of this instrument, each of which shall be considered an original in the presence to these witnesses who signatures appear below.

**THE GRIT FOUNDATION, INC.**



Matthew Harrison, President

9/11/19  
Date

*Witness:*   
**J.K. "Jess" Irby, Esq.**  
**Clerk of the Court**

**COUNTY**



**Charles S. Chestnut, IV**

10/9/2019  
Date

Approved as to legal form:

