



COMMUNITY FOUNDATION
of North Central Florida

PARTNERSHIP FOR REIMAGINING GAINESVILLE

FUND AGREEMENT

Field of Interest Fund

THIS AGREEMENT is made and executed this _____ day of _____, 20____, by and between The Children’s Trust of Alachua County (“Donors”) and The Community Foundation of North Central Florida (“Foundation”) to evidence the absolute transfer by the Donors of certain property to the Foundation in order to establish a Field of Interest Fund to be administered in accordance with the provisions set forth below.

Name of Fund. The Fund established with the property transferred hereunder shall be known as the Partnership for Reimagining Gainesville “Fund”.

Contributions. The Donor hereby assigns, conveys, transfers and delivers to the Foundation the property described in the schedule attached hereto as Exhibit A and made a part of this Agreement (the “Initial Contribution”). Additional contributions to this Fund may be made from time to time upon notification to the Foundation of the desired contribution and acceptance of the contribution by the Foundation.

Administration. The Fund shall be held on the terms and subject to the conditions set forth in the Foundation’s governing instruments, including its Articles of Incorporation and Bylaws and Policies, as amended from time to time, and any resolutions and procedures from time to time in effect. The Foundation shall assess a reasonable fee to administer this Field of Interest Fund.

Asset Management. Control over the investment or reinvestment of such property and the asset management of the Fund will be exercised exclusively by the Foundation, according to the Foundation’s Investment Policy.

Distributions and Purpose. The Donors hereby express the desire that the Fund shall be used for the following field of interest:

The purpose of this fund is to develop the Partnership for Reimagining Gainesville as a

community-engaged model of collaboration that ensures the outcomes of impact-focused initiatives, outreach efforts and service activities based on inter-organizational partnerships have meaningful impact in the community. This proposed model provides strategy and guidance for how such collaborative efforts can be initially fostered, fiscally and operationally supported, managed and evaluated to ensure the outcomes:

- address concrete community needs together with key community stakeholders,
- offer transparent and mutual benefit for all involved stakeholders
- that the impact and outcomes are sustainable over time.

During the start-up phase will be to identify and support a number of early-stage ideas, and work to advance these into more advanced collaborative efforts that generate meaningful impact and work towards sustainability. During subsequent years, the goal will be to increase the results of the working process, while also evaluating and tracking the impact of the outcomes and the partnerships that are fostered through the collaboration platform. Details and projected budget are attached as Exhibit B.

The minimum amount of any one grant from the Fund shall be \$250.00. The Community Foundation, as a public charity, will not make any distribution from the Fund except as a distribution from the Community Foundation for its charitable purposes, and no distribution may be used to discharge or satisfy a legally enforceable pledge or obligation of any person, including the Donors. Neither the Donor nor any other person may receive any tangible benefit or privilege in return for a distribution from the Fund.

Variance Power. The Fund is protected from obsolescence. The Foundation's Board of Directors has the authority to modify any restriction or condition on the distribution of funds for any specified charitable purposes if in the sole judgment of the board, such restrictions or conditions become, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or area being served. This provision is consistent with the Foundation Board's variance power as set forth in tax regulations, 1.170A-9(e)(11)(V)(B), (C) and (D).

Fund Not A Separate Trust. The assets of the Fund shall be the assets of the Foundation and not a separate trust. The Fund shall be organized and administered so that the Federal Income tax status of the Foundation as a public charitable organization under Section 501(c)(3) of the Internal Revenue Code, as amended, will not be adversely affected. This Agreement will be interpreted in a manner consistent with the Federal Income tax provisions and regulations that govern the operation of the Foundation and it may be amended from time to time by the Foundation’s Board to conform to such provisions and regulations.

Revocation. The CTAC may revoke this agreement without cause by providing ten (10) days written notice to the Foundation (hereinafter, “Revocation”). Upon such notice, the Foundation will immediately discontinue all payments affected (unless the notice directs otherwise). In the event of such Revocation, CTAC’s recovery shall be limited to the amount of unspent funds to date.

IN WITNESS WHEREOF, this Agreement has been executed by the Donors and on behalf of the Foundation on the day and year first above written.

Colin Murphy
Executive Director
Children’s Trust of Alachua County

Received for The Community Foundation by:

President and CEO

EXHIBIT "A"

INITIAL CONTRIBUTION

\$50,000

DRAFT

Exhibit B – Fund Working Process

Background

The Foundation intends to develop a Working Process to coordinate and administer the "Partnership for Reimagining Gainesville Fund Agreement" (the "Fund"). The Fund will function as a pilot project to develop and test the proposed Working Process discussed below by forming a collaborative relationship to include the Community Foundation of North Central Florida, the United Way of North Central Florida, The University of Florida, the City of Gainesville, the Children's Trust of Alachua County and other community stakeholders (collectively the "Key Partners").

Purpose

The Fund will be established by the Initial Contribution to finance the pilot phase of the Fund, up to and until the time that the entirety of the Initial Contribution has been exhausted (the "Pilot"). The primary purpose of the Pilot is to identify and support early-stage ideas addressing community needs (i.e., arising from or initiated by individuals or organizations within the community). The Fund will provide financial support to these initiatives and will work to develop collaborative efforts generating meaningful impact within the community.

The long-term goal of the Fund is to test and evaluate new ideas, partnerships, and collaborative opportunities, and to track the impact and the outcomes from such initiatives with particular emphasis on the following: addressing concrete community needs together with key community stakeholders; offering transparent and mutual benefit for all involved stakeholders; and supporting impact and outcomes that can be sustained over time.

Working Process Elements

Community Stakeholders and Input - The Foundation will establish a process to engage community stakeholders to review, recommend, and evaluate new ideas, partnerships, and collaboration opportunities to be submitted to the Foundation and to the Donor for the Partnership for Reimagining Gainesville.

Priority Areas – Notwithstanding the established priorities of the Fund, CTAC's contribution shall only be used in a manner consistent with F.S. 125.901; Chapter 26 of the Alachua County Code of Ordinances, and the CTAC Goals and Strategies as articulated in CTAC's FY 2022 Adopted Budget (Exhibit C).

- **Food Systems** - opportunities to support or enhance food access and security and which help the community create comprehensive and sustainable food systems.
- **Health and Wellness** - opportunities to support and facilitate programs and services promoting health and well-being in our community.
- **Education and Vocational Training** - opportunities to support quality learning and training programs for residents, especially those furthest from opportunity.

Right of Veto-Notwithstanding the foregoing, the Donor shall have a right to veto any recommendation to fund any Proposal which the Donor determines, at its sole discretion, does not serve a public purpose or is contrary to applicable laws or policies including the Children's Trust of Alachua County's Goals and Strategies as identified in its FY 2022 Adopted Budget, or any budget thereafter.

Working Process Purpose

The Working Process shall provide guidance to the Fund, ensuring it is managed appropriately and fulfilling its purpose to facilitate community-engagement and collaboration among the Key Stakeholders and the community at large as described herein.

The Working Process shall include the following elements:

- **Proposal Review** - Solicit, collect, and review proposals for new ideas, partnerships, and collaborative efforts within the Priority Areas (see 3.b) that a) address concrete community needs; b) promote collaboration and mutual benefit; and c) generate meaningful, sustainable impact in the community.
- **Funding Recommendations** - Evaluate proposals based on criteria established by the Foundation and through the Working Process; make recommendations for funding to the Foundation regarding proposals identified as best meeting the criteria including clear outcomes or deliverables.
- **Funding Awards** - The Foundation shall review the recommendations and, to the best of its ability, award funding to those proposals.
- **Project Evaluation** - Follow the funded proposals through its execution to evaluate the outcomes and deliverables of the activities in comparison to the proposal and to identify partners who will aid in the evaluation of the impact of such outcomes and deliverables.
- **Project Reporting**- The Foundation shall provide quarterly reporting to the Donor and through the Working Process regarding funding activities of the Fund including information about recipients and use of funds for the duration of the Fund.
- **Extension of the Pilot** - The Working Process shall only be carried out during the Pilot. Additional funds may be contributed to the Fund by other donors, however, the obligations of Donor to participate in the Working Process shall only continue beyond the Pilot if the Donor, in its sole discretion, elects to continue to participate or if the Donor makes additional contributions to the Fund under the "Partnership for Reimagining Gainesville Fund Agreement" or an amended agreement thereto.

Exhibit C – CTAC GOALS AND STRATEGIES

GOALS: ALL CHILDREN ARE BORN HEALTHY AND REMAIN HEALTHY STRATEGIES

1. Support maternal and child health
2. Support mental health and substance abuse prevention
3. Support physical health
4. Improve food security

GOALS: ALL CHILDREN CAN LEARN WHAT THEY NEED TO BE SUCCESSFUL STRATEGIES

1. Support professional development and capacity-building
2. Youth development
3. Literacy and academic supports
4. Improve capacity to support special needs
5. Career exploration and preparation

GOALS: ALL CHILDREN HAVE NURTURING AND SUPPORTIVE CAREGIVERS AND RELATIONSHIPS STRATEGIES

1. Support initiatives that connect families to resources
2. Improve family strengthening and supports

RESULT: ALL CHILDREN LIVE IN A SAFE COMMUNITY STRATEGIES

1. Injury prevention
2. Delinquency/truancy prevention
3. Violence prevention