

RESOLUTION NO 2025 – 158

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ADOPTING THE MUTUAL AID AGREEMENT WITH UNITED WAY OF SUWANNEE VALLEY, INC., A FLORIDA NOT FOR PROFIT CORPORATION; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ADOPTING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE CHIEF OF POLICE TO EXECUTE SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the “City”) Police Department (the “Police Department”) desires to enter into a mutual aid agreement with the United Way of Suwannee Valley, Inc., a Florida not for profit corporation (the “Agency”) to assist individuals or families who are homeless or at risk of homelessness; and

WHEREAS, the Police Department and the Agency desire to effectively collaborate in their respective efforts to provide services to individuals mutually served by each agency by adopting the attached Memorandum of Understanding and associated Florida-Specific Rider attached thereto (collectively, the “Agreement”); and

WHEREAS, the City Council finds adopting the Agreement is in the public or community interest and for public welfare pursuant to and in accordance with the terms and conditions of the Agreement; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Adopting the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
4. The Chief of Police of the City of Lake City is authorized and directed to execute the Agreement; and

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5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
 6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of December, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

**FLORIDA-SPECIFIC
COMPLIANCE RIDER**

THIS FLORIDA-SPECIFIC COMPLIANCE RIDER ("Rider") is made as of this ____ day of December, 2025 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and United Way of the Suwannee Valley, Inc., a Florida not for profit corporation ("Contractor") (individually, each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City and Contractor mutually desire to enter into that certain Memorandum of Understanding having an effective date of November 1, 2025 (the "Procurement Document") to collaborate in the delivery of services to the homeless; and

WHEREAS, Contractor represents it has the experience and expertise to perform the obligations set forth in this Rider; now, therefore,

IN CONSIDERATION of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically Contractor shall:
 - a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
 - 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that 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 the term of this Rider and following completion of this Rider if Contractor does not transfer the records to the City.
 - d. Upon completion of this Rider, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Rider, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Rider, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must 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 Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the City's Custodian of Public Records at:

**Audrey E. Sikes, City Clerk,
City of Lake City Custodian of Public Records
at 386-719-5756 or SikesA@lcfla.com**

**Mailing Address
205 North Marion Avenue
Lake City, Florida 32055.**

2. **E-Verify.** As a condition precedent to entering into this Rider, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Rider.
 - b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Rider by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
 - e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses

in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

IN WITNESS WHEREOF, the Parties hereto have executed this Rider the day and year first written.

UNITED WAY OF THE SUWANNEE VALLEY,
INC., A FLORIDA NOT FOR PROFIT
CORPORATION

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

By Jennifer Anchors, its Executive Director

Noah Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY
COMMISSION OF THE CITY OF LAKE CITY,
FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

ACKNOWLEDGED BY THE CHIEF OF POLICE OF
THE CITY OF LAKE CITY:

Gerald Butler, Chief of Police

Memorandum of Understanding

Between Lake City Police Department

And

**United Way of Suwannee Valley, Inc.
Lead Agency for the Columbia, Hamilton, Lafayette & Suwannee Counties
Continuum of Care/Homeless Coalition**

In the interest of maintaining effective collaborative efforts for the provision of services to individuals that are mutually served, the following Agreement is established:

A. Agreement

The parties will conduct a periodic review of this Agreement in order to ensure that the provisions are current. The parties may revise this Agreement at any time by mutual consent.

B. Target Population

Individuals or families which are homeless or at risk of homelessness.

C. Responsibilities

(Agency) Lake City Police Department agrees to:

- Maintain membership and ongoing participation in the Continuum of Care/ Homeless Coalition, including applicable committees
- Share information about resources or programs to assist persons who are homeless or at risk of homelessness
- Exchange client-related information with appropriate authorization in order to ensure client/client family services
- Refer clients to UWSV who are at risk of homelessness
- Refer clients who are literally homeless to the UWSV coordinate entry coordinator
- Offer training to United Way of Suwannee Valley staff.

United Way of Suwannee Valley Inc. agrees to:

- Provide information to (Agency) Lake City Police Department staff about available services through UWSV including eligibility guidelines
- Share information about resources that are available to assist our mutual clients
- Respond to referrals received from (Agency) Lake City Police Department by providing assistance, depending on program eligibility and to the extent provided for based upon funding sources available and their defined levels of assistance as well as United Way's written standards for such programs

EXHIBIT

- Direct referrals from(Agency) Lake City Police Department into United Way of Suwannee Valley's Coordinated Entry process
- Maintain and distribute to clients(Agency) Lake City Police Department informational brochure on United Way of Suwannee Valley Programs.
- Refer appropriately assessed clients to(Agency) Lake City Police Department for services.

This agreement shall take effect on 11-01-2025.

Jennifer Anchors

Signature of United Way Representative

Signature of Agency Representative

Executive Director

Title

Title

EXHIBIT