

CITY COUNCIL RESOLUTION NO. 2023-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE LAKE CITY POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH LEARNING FOR LIFE, A FOREIGN NON-PROFIT CORPORATION, WHICH OPERATES AND MAINTAINS THE PROGRAM KNOWN AS “EXPLORING YOUTH PROTECTION” TRAINING.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) by and through its Lake City Police Department (hereinafter the “LCPD”), previously determined it to be in the City’s best interests to enter into a Memorandum of Understanding (hereinafter the “MOU”) with Learning for Life, which operates and maintains a program known as Exploring Youth Protection training (hereinafter “Exploring”); and

WHEREAS, the City finds it to be in the City’s best interests to renew its MOU with Learning for Life and the corresponding *Addendum One to Annual Memorandum of Understanding* (hereinafter the Addendum), a copy of which are attached hereto and made a part of this resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are adopted and hereby incorporated by reference.

Section 2. The City, by and through the LCPD and Mayor, is hereby authorized to renew the MOU with Learning for Life Exploring training.

[Remainder of page left blank intentionally.]

Section 3. The Mayor is authorized and directed to execute and deliver the MOU and Addendum in the name of, and on behalf of, the City.

PASSED AND ADOPTED by the City Council on the ____ day of March 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

Annual Memorandum of Understanding

Lake City Police Department
Explorer Post 0386

_____ has read and understands the following conditions for participating in this program operated and maintained by Learning for Life, a District of Columbia nonprofit corporation ("Learning for Life"), and desires to enter into this agreement regarding participation in this program. The responsibilities of the organization include:

Explorer Clubs only:

- Screening and selecting at least two adults, including a sponsor and associate sponsor, to work directly with the Explorer Club participants.

Explorer Posts only:

- Screening and selecting at least four adults, including committee chairman, two committee members, and an advisor, who will work directly with the post officers.

Explorer Clubs and Explorer Posts:

- Ensuring that all participating adults complete the required Exploring Youth Protection training. The training is available at www.exploring.org.
- Providing adequate facilities for the participants to meet on a regular schedule with a time and place reserved.
- Participating in a program planning meeting and Open House.
- Participating in at least one evaluation with Learning for Life representatives each year.

Note: Adults may serve in multiple posts and clubs.

Exploring is part of Learning for Life's education resource program. Learning for Life provides the support service necessary to help the participating organizations succeed in their use of the program.

These services include year-round training techniques and methods for selecting quality leaders; program resources; and primary general liability insurance to cover the participating organization, its board of directors and/or trustees, and its officers and employees in their official and individual capacities against personal liability judgments arising from official Learning for Life activities.

This Annual Memorandum of Understanding shall remain in effect through the registration expiration of the post or club. Either organization may discontinue the program at any time upon written notice to the other organization.

Date: _____

Signature of executive officer or designee

Signature of Exploring representative

(Print name)

(Print name)

ADDENDUM ONE TO ANNUAL MEMORANDUM OF UNDERSTANDING

Pursuant to Section 119.0701, Florida Statutes, the Parties agree to the following:

(a) 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 CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Lake City

205 North Marion Avenue

Lake City, Florida 32055

386-719-5826 or 386-719-5756

clerk@lcfla.com

(b) The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.
2. 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 this Chapter 119 of Florida Statutes or as otherwise provided by law.
3. 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 contract term and following completion of the contract if the contractor does not transfer the records to the City.

If the Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describes in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claim is confidential, proprietary, trade secret, or otherwise not subject to disclosure.

4. Upon completion of the contract, 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 the contract, 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 the contract, 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.

5. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject the Contractor to penalties under 119.10, Florida Statutes, as amended.

This Addendum to the Annual memorandum of Understanding shall remain in effect through the registration expiration of the post or club.

Date: _____

Signature of executive officer or designee

Signature of Exploring representative

(Print name)

(Print name)