

RESOLUTION NO 2026-006

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT IN THE FORM OF A MEMORANDUM OF UNDERSTANDING WITH LEARNING FOR LIFE, INC., A NONPROFIT ORGANIZATION OPERATED BY THE BOY SCOUTS OF AMERICA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY 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, on December 19, 2024, the City of Lake City, Florida, (the “City”) entered into two separate Agreements (the “Agreements”) with Learning For Life, Inc., a nonprofit organization operated by the Boy Scouts of America, (the “Agency”) pursuant to Resolutions 2024-140 and 2024-141; and

WHEREAS, historically, the Memorandum of Understanding pursuant to Resolution 2024-140 was to continue the Explorers Post 0386 program, serving the City’s youth ages 14-20; and

WHEREAS, historically, the Memorandum of Understanding pursuant to Resolution 2024-141 was to expand and enhance youth programming by reaching younger age groups, specifically youth ages 10-13; and

WHEREAS, the Agreements are set to expire; and

WHEREAS, the City and the Agency would like to continue the Agreements as one singular Agreement (the “Agreement”) in the form of the Exhibit attached hereto; and

WHEREAS, approving the Agreement is in the public interest and in the interests of the City; now therefore

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

1. Approving the Agreement is in the public interest and in the interests of the City; 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 the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized and directed to execute and bind the City to the terms of the Agreement; and
5. The Chief of Police is authorized and directed to execute said Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final adoption 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 March, 2026.

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

Annual Memorandum of Understanding

Lake City Police Dept. 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)

**FLORIDA-SPECIFIC
COMPLIANCE RIDER**

THIS FLORIDA-SPECIFIC COMPLIANCE RIDER ("Rider") is made as of this ____ day of March, 2026 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and Learning for Life, a District of Columbia nonprofit corporation ("Contractor") (individually, each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City's police department has long-operated an youth explorer program; and

WHEREAS, the Contractor is a nonprofit corporation organized for the purpose of providing support services such as 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 (the "Services"); and

WHEREAS, the City and the Contractor have, on even date herewith, agreed to and executed that certain Memorandum of Understanding concerning Learning for Life Explorer Post 386 to be operated by the Lake City Police Department in furtherance of the Contractor delivering the Services (the "MOU"); and

WHEREAS, the MOU does not contain certain Florida-specific contract provisions required of governmental agencies becoming a party to such contracts; and

WHEREAS, to give effect to such Florida-specific contract provisions, the City and the Contractor desire that the provisions of this rider be conditions supplemental to the conditions and provisions of the MOU; and

WHEREAS, Contractor represents it has the experience and resources to perform the Services; 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.**

**[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURE PAGE TO FOLLOW]**

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

LEARNING FOR LIFE, A DISTRICT OF
COLUMBIA NONPROFIT CORPORATION

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

By _____, its _____

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