

## **RESOLUTION NO 2026 - 038**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAKE CITY AND THE SCHOOL BOARD OF COLUMBIA COUNTY; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID MEMORANDUM OF UNDERSTANDING; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID MEMORANDUM OF UNDERSTANDING; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID MEMORANDUM OF UNDERSTANDING; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City (the “City”) and the School Board of Columbia County (the “School Board”) desire to establish a collaborative partnership to facilitate work-based learning opportunities for high school students and adult education students within the Columbia County School District; and

**WHEREAS**, the City and the School Board each desire to set forth the terms and conditions of such partnership by adopting the Memorandum of Understanding in the form of the exhibit attached hereto (the “MOU”); and

**WHEREAS**, the MOU allows the City and the School District to facilitate work-based learning experiences for high school students and adult education students; and

**WHEREAS**, adopting the MOU 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. Adopting the MOU is in the public interest and in the interests of the City; and
2. In furtherance thereof, the MOU 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 MOU; and

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 All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and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 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 April, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

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Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

# MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAKE CITY, FLORIDA AND THE SCHOOL BOARD OF COLUMBIA COUNTY, FLORIDA

**WHEREAS**, the City of Lake City, Florida is a municipality within Columbia County, Florida governed by and granted the powers and duties set forth in Chapter 166, Florida Statutes.

**WHEREAS**, the School Board of Columbia County, Florida is a body corporate, responsible for the provision of public education to students in grades K through 12 within Columbia County, Florida, including work-based learning opportunities as defined in Fla. Stat. § 446.0915.

**WHEREAS**, Section 100.42(1)(j), Florida Statutes, gives the School Board the power to cooperate with other agencies in joint projects; and

**WHEREAS**, the City and the School Board desire to establish a collaborative partnership to facilitate work-based learning opportunities for high school students and Adult Education Students within the Columbia County School District, the parties hereby enter into the following Memorandum of Understanding setting forth the terms and conditions of such partnership.

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”) is made and entered by and between the City of Lake City, Florida, whose address is Lake City, Florida 32025 and the School Board of Columbia County, Florida (hereinafter “School Board”) whose address is 372 West Duval Street, Lake City, Florida 32055.

1. Purpose. The City and the School Board desire to establish a collaborative partnership that provides high school students and Adult Education students in Columbia County, Florida with meaningful, real-world experiences that enhance their academic, technical, and career development skills resulting in the skills necessary for full-time employment and local workforce development.
2. Term of Agreement. This MOU is effective upon the date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than August 15, 2027, though the parties may agree to extend the terms of this MOU for up to two additional years based on the written agreement of the parties. This MOU may be terminated without cause, by either party upon no less than thirty (30) days’ written notice, which notice shall be delivered by hand or by certified mail to the address listed above.
3. Rights, Roles and Responsibilities of the Parties.

A. Rights, Roles and Responsibilities of the City.

- Identify and provide appropriate WBL opportunities within City operations, considering the diverse skill levels and career goals of both high school students and Adult Education students.
- Designate a City representative to oversee and coordinate the program.
- Ensure compliance with federal, state and local laws, including applicable labor laws and workplace safety standards.
- Provide necessary training, supervision and mentorship to participating students/learners.
- Assist students in achieving agreed upon career, technical and academic skills.
- Provide a safe environment
- Not discriminate against students with disabilities and to provide reasonable accommodations, as determined by applicable state and federal law.
- Report all accidents, injuries or serious incidents of misconduct to the School District representative identified below within 24 hours.
- Evaluate student/learner performance and provide feedback to the School Board
- After consultation with the School Board representative identified below, the City has the right to dismiss any student/learner for excessive absenteeism or misconduct.

B. Rights, Roles and Responsibilities of the School Board.

- Identify eligible high school students and Adult Education students within Columbia County for participation in WBL experiences based on academic standing, career interests, and readiness.
- Assign a School District representative (or representatives) to liaise with the City and monitor student progress. Specifically, Adult Education Students will report to the Career Workforce Transition Specialist or his/her designee for coordination and monitoring of their WBL experience.
- Ensure that students, adult/learners and parents/guardians (of minors) are informed of the program's expectations, responsibilities and benefits.
- Provide support to students and adult learners to meet transportation and other logistical needs.

4. **General Provisions**

- A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Florida. Any dispute arising out of this MOU shall be brought exclusively in the Circuit Court of the Third Judicial Circuit, in and for Columbia County, Florida.
- C. Entirety of Agreement.** This MOU, consisting of 4 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- E. Sovereign Immunity.** The City and the School Board and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- F. Nondiscrimination.** Both parties agree to comply with all federal, state and local non-discrimination laws, including those set forth in § 1000.05, Fla. Stat.
- G. Workers' Compensation.** The parties agree to comply with the requirements of Fla. Stat. 446.54 as it relates to workers' compensation coverage for students 18 years of age and younger, with the School Board being considered the "employer" of any student 18 years of age or younger who is providing unpaid services to the City and the City being considered the "employer" (solely for purposes of workers' compensation), for the provision of paid services by any student/learner 18 years of age or younger.
- H. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the

parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties' signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

**IN WITNESS THEREOF**, the parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**THE CITY OF LAKE CITY, FLORIDA**

**THE SCHOOL BOARD OF  
COLUMBIA COUNTY, FLORIDA**

\_\_\_\_\_  
**Noah Walker, Mayor**

\_\_\_\_\_  
**Dana Brady Giddens, Chair**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**THIS AGREEMENT IS NOT VALID UNTIL SIGNED AND DATED BY ALL PARTIES**