

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF NORTH PORT, FLORIDA, A MUNICIPAL CORPORATION, AND
BETTER TOGETHER STRENGTHENING FAMILIES, INC., A FLORIDA
NOT-FOR-PROFIT ORGANIZATION D/B/A BETTER TOGETHER**

This Memorandum of Understanding (“MOU”) is entered into between the City of North Port, Florida, a municipal corporation (hereinafter “City”), located at 4970 City Hall Blvd., North Port, Florida 34286 and Better Together Strengthening Families, Inc., a Florida not-for-profit organization d/b/a Better Together with its principal place of business at 15275 Collier Blvd., Suite 201-284, Naples, Florida 34119 (hereinafter “Better Together”).

WHEREAS, Better Together is a not-for-profit organization that provides services through two programs: (1) Better Families and (2) Better Jobs (hereafter “Programs”). The overall goal of these Programs is keeping families together;

WHEREAS, Better Together’s mission is to reduce the number of children entering foster care by providing parents with a safety net for their children in times of crisis and to connect children to vetted families that can temporarily care for their children;

WHEREAS, the North Port Police Department (hereinafter “NPPD”) recognizes the need for assistance with the care and placement of minors encountered in the course of law enforcement interactions;

WHEREAS, Better Together desires to help the community of North Port, Florida in an effort to get resources where they are needed; and

WHEREAS, the City and the NPPD desire to engage in a cooperative effort to provide these services to families in need.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties hereto enter this Memorandum of Understanding in the spirit of mutual collaboration and shared commitment to the goals outlines herein and hereby agree as follows:

I. PURPOSE.

The purpose of this MOU is for Better Together to provide organizational support and related services to children ages 0-17 who are in immediate need. Through the Better Families Program, assistance will be offered in situations that fall outside the jurisdiction of the Florida Department of Children and Families (hereinafter “DCF”) or other appropriate authority, or when support is provided with the approval of DCF or other appropriate authority. This partnership is intended to streamline the process of caring for and placing minors encountered during law enforcement activities, helping to ensure that children receive timely and appropriate care while minimizing the need for law enforcement officers to provide temporary supervision.

II. DUTIES AND RESPONSIBILITIES OF BETTER TOGETHER.

Better Together agrees to the following duties and responsibilities:

- A. Fund the services to be provided;
- B. Ensure its employees and volunteers receive trauma-informed basic training in child abuse and neglect consistent with DCF standards for detection, reporting, prevention, and counseling;
- C. Ensure its employees and volunteers make mandatory reports of child abuse, neglect, or abandonment (per Section 39.201, Florida Statutes);
- D. Recruit, screen, train, and oversee volunteers through partner churches and other entities to serve families in crisis, consistent with DCF statutes and rules, to reduce the risk of child abuse, abandonment, and neglect;
- E. Ensure all employees and volunteers providing direct support to families successfully satisfy Volunteer Employee Criminal History System Chapter 435, Florida Statutes, Level 2 screenings;
- F. Obtain all necessary legal documentation from a parent or legal guardian before providing services;
- G. Support and make every reasonable effort to work collaboratively with the NPPD in the implementation of this MOU;
- H. Maintain the confidentiality of any family or Better Together client information;
- I. Inform the City, within ten (10) days, should its Memorandum of Understanding with DCF expire or terminate.

III. DUTIES AND RESPONSIBILITIES OF NPPD.

The NPPD agrees to the following duties and responsibilities after receiving the necessary legal documentation from a parent or legal guardian:

- A. Collaborate with approved screened staff of Better Together to provide access to families seeking assistance from Better Together whose situation does not warrant a criminal investigation, a DCF response, or other diversion services.
- B. Provide relevant information on an as needed basis as permitted by Florida or Federal law, or Federal Rules of Criminal Procedure, City Code, and/or North Port Police Department Policy. This MOU does not waive any statutory confidentiality requirements;
- C. With the consent of interested families, NPPD may provide the name and contact information of families to Better Together;
- D. Develop a written policy outlining the procedures for implementation and use of this MOU which shall specify the circumstances under which law enforcement officers are to apply the provisions of this MOU, compliance with any applicable DCF reporting obligations, the process for contacting Better Together, privacy and confidentiality laws for release of name and contact information of families to Better Together, and any related communication, documentation, or referral protocols;
- E. Support and make every reasonable effort to work collaboratively with Better Together in the implementation of this MOU;
- F. With the consent of interested families, NPPD may invite Better Together

employees to participate in staff meetings where families being served is a topic of discussion;

- G. Maintain the confidentiality of any family of Better Together client information.

IV. LIABILITY.

Better Together expressly agrees to indemnify, hold harmless, and defend the City of North Port, Florida its commissioners, officers, directors, agents, and employees (herein called the “indemnitees”) from liabilities, damages, losses, and cost, including, but not limited to, reasonable attorneys’ fees and court costs, such legal expenses include costs incurred in establishing the indemnification and other rights agree to in this paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Better Together, its subcontractors or persons employees or utilized by them in the performance of the MOU. In case any action, suit, or proceeding is brought against the City by reason of any occurrence referred to above, the indemnifying party upon request of the City will, at the indemnifying party’s expense, resist and defend such action, suit, or proceeding or cause the same to be resisted and defenses by counsel designated by the indemnifying party, or its insurer(s) and reasonably acceptable to the City. This indemnification provision shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this MOU. The Parties agree that Better Together shall not be responsible for damages resulting solely and exclusively from City’s negligence. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. The terms of this section survive the termination of this MOU.

V. ENTIRE AGREEMENT AND PRIOR UNDERSTANDINGS.

This MOU contains the entire memorialization of mutual assent between the parties and is intended as a final expression of the parties’ agreement with respect to all terms included in this MOU. This MOU supersedes any and all prior agreements, negotiations, stipulations, understandings, or representations.

VI. CONSTRUCTION AND APPLICATION.

The section headings or titles in this MOU are for convenience only and not a part hereof and shall have no effect upon the construction or interpretation of the MOU. This MOU shall not be construed against either party as the “drafter” of this MOU, as the intent of the parties and resulting MOU is a collaborative effort of both parties.

VII. SEVERABILITY.

Each provision of this MOU is intended to be severable. If any court of competent jurisdiction determines that any provision of this MOU is invalid, illegal, or unenforceable in any respect, the rest of the MOU will remain in force.

VIII. AMENDMENT.

Any alterations, amendments, deletions, or waiver of any provisions of this MOU shall be done in writing and signed by both parties. No alteration, amendment, deletion, or waiver of any provision shall become valid or effective until executed in conformity with this paragraph.

IX. TERM AND TERMINATION.

This MOU shall become effective as of the date the last party approves or executes it ("Effective Date") and shall be effective for two years from the Effective Date.

Either party may terminate this MOU, without cause, upon fifteen (15) days' written notice to the other party. For purposes of this section, the City Manager or his or her designee shall have full authority to exercise the City's rights of termination under this MOU whenever the City Manager determines that termination is in the City's best interest.

Either party may immediately terminate this MOU for cause upon providing written notice to the other party. Cause shall include, but is not limited to, failure to perform agreed upon responsibilities, violation of applicable laws or regulations, or conduct that compromises the integrity, safety, or effectiveness of the collaboration. Prior to termination, the non-breaching party shall provide written notice of the alleged breach and allow a reasonable opportunity to cure, if appropriate. If the breach is not cured within the specified time, or if the breach is not curable, termination shall be effective immediately upon written notice.

X. GOVERNING LAW AND DISPUTE RESOLUTION.

In the event of any disagreement or misunderstanding arising under this Memorandum of Understanding, the parties agree to engage in good faith discussions to resolve the matter collaboratively. However, if a resolution cannot be reached through such discussions, the City shall have the sole discretion to determine the appropriate course of action.

The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this MOU. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this MOU are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

XI. NOTICES.

Except as specified elsewhere in this MOU, all notices provided for in the MOU must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A party may update its notice information by providing written notice to the other party.

For City of North Port, Florida:
City of North Port, Florida
Attn: City Manager

with a copy to:
City of North Port, Florida
Attn: City Attorney

4970 City Hall Blvd.
North Port, Florida 34286

4970 City Hall Blvd.
North Port, Florida 34286

North Port Police Department
Attn: Chief of Police
4980 City Hall Blvd.
North Port, Florida 34286

For Better Together:

Attn: Isis LaRose
15275 Collier Blvd, Suite 201-284
Naples, Fl. 34119

XII. PUBLIC RECORDS.

The parties acknowledge and agree that all provisions of the Florida Public Records Law, Chapter 119, are and shall be binding and enforced at all times with regard to all action and activities under this MOU. Nothing in this MOU shall prohibit or restrict or create any liability on the City for complying in good faith with the Florida Public Records Law, Chapter 119, of the Florida Statutes.

To the extent that Better Together may meet the definition of a “contractor” as defined by Section 119.0701, Florida Statutes, it will:

A. Keep and maintain public records required by the City to perform the service.

- i. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
(See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

- ii. “Public records” means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Better Together’s records under this MOU include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this MOU.

B. Upon request from the City’s custodian of public records, provide the City, at no cost, 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 for by law. All records kept 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.

- C. Ensure that project 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 MOU term and, if Better Together does not transfer the records to City following completion of the MOU, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the MOU, transfer, at no cost, to the City all public records in Better Together's possession or keep and maintain public records required by the City to perform the service. If Better Together transfers all public records to the City upon completion of the mou, Better Together shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Better Together keeps and maintains public records upon the completion of the MOU, Better Together shall meet all applicable requirements for retaining public records.
- E. **IF BETTER TOGETHER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7063 OR HOTLINE (941) 429-7270; E-MAIL: publicrecordsrequest@northportfl.gov.**

XIII. CONFIDENTIALITY.

Both parties acknowledge that, in the course of collaboration under this Memorandum of Understanding, they may have access to confidential or sensitive information relating to individuals who seek the services of Better Together. Each party agrees to maintain the confidentiality of such information and to use it solely for the purposes described in this MOU. Neither party shall disclose confidential information to any third party without the prior written consent of the individual, except as required by law or to comply with mandatory reporting obligations. This confidentiality obligation shall survive termination or expiration of this MOU.

XIV. GENERAL CONDITIONS GOVERNING THIS MOU.

- A. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- B. Waiver. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- C. Assignment. Better Together shall not assign this MOU or any right or responsibility herein unless with the written consent of the City.
- D. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration

of its programs, activities, or services. Better Together shall not administer this MOU in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

Approved by the City Commission of the City of North Port, Florida on _____, 20____.

BETTER TOGETHER STRENGTHENING
FAMILIES, INC., A FLORIDA
NOT-FOR-PROFIT ORGANIZATION
D/B/A BETTER TOGETHER:



Isis LaRose

Title: VP of Strategic Partnerships

Date: 12/16/25

CITY OF NORTH PORT,
FLORIDA

PETE EMERICH
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY