

**AGREEMENT
BETWEEN THE CITY OF NORTH PORT, FLORIDA,
AND TEEN COURT OF SARASOTA, INC.**

THIS AGREEMENT, establishing the terms and conditions under which office and meeting space will be provided, is made and entered into by and between the City of North Port, Florida (“City”), whose address is 4790 City Hall Blvd., North Port, FL 34286, and Teen Court of Sarasota, Inc. (“Teen Court”), a not-for-profit corporation, whose principal address is 101 South Washington Blvd., Suite 301, Sarasota, FL 34236.

WITNESSETH

WHEREAS, the mission of Teen Court is to introduce area youth to activities and services that promote feelings of self-esteem and self-improvement by developing a healthy attitude toward authority by performing activities that instill and teach the benefits of law-abiding citizenship and civic engagement; and

WHEREAS, Teen Court provides students ages 8-18 with educational youth development activities that are designed to meet the specific needs of at-risk youth and student volunteers; and

WHEREAS, the City Commission of the City of North Port, Florida desires to encourage and support the mission of Teen Court and the benefits it provides to area youth by providing Teen Court with office and meeting space at City Hall; and

WHEREAS, the parties desire to enter into an Agreement establishing the terms and conditions under which the City will provide Teen Court with office and meeting space at City Hall, located at 4970 City Hall Boulevard, North Port, Florida 34286; and

WHEREAS, the City Commission finds that this Agreement serves the public health, safety, and welfare of the citizens of the City of North Port.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Effective Date/Term. This MOU shall become effective on the date the City of North Port City Commission approves it (“Effective Date”) and shall remain in effect for one (1) year (“Initial Term”). After the Initial Term, unless otherwise terminated as provided below, this MOU shall automatically renew for one (1) year terms thereafter, provided that in no event shall this MOU renew for more than four (4) consecutive one (1) year terms.
2. Location. Unless otherwise agreed to in writing, the City will provide Teen Court with use of the following City-owned property.
 - A. Office Space. The City will provide Teen Court with office space located at City Hall, Room 241. The City reserves the right to reassign the location of the office space by providing thirty (30) days’ notice to Teen Court. Teen Court will have access to the identified office space during the

normal business hours of the City, and with occasional evening hours when deemed necessary. Evening use shall be scheduled by contacting the City Clerk's office at 941-429-7064.

- B. Hearing Rooms. The City will provide Teen Court with the City Commission Chambers and City Hall Room 233, one (1) day per month, starting at 5:00 pm, for Teen Court to conduct hearings and related business. Use of the hearing rooms will be scheduled by Teen Court, at least thirty (30) days prior to the date of their intended use, by contacting the City Clerk's office at 941-429-7064.

3. Teen Court Responsibilities.

- A. Use. Teen Court is solely responsible for the services it provides to the community. When using a City-owned property provided pursuant to this Agreement, Teen Court will take reasonable measures to inform its staff, volunteers, participants, and clients that:
 - 1) The City and its staff are not part of the Teen Court program or the services it provides.
 - 2) All issues or concerns with scheduling, location, or any condition of or at a City-owned property provided under this Agreement are to be addressed directly with Teen Court and not the City or its staff.
 - 3) All City-owned property provided pursuant to this Agreement must be respected and maintained, and kept in a clean and tidy condition.
 - B. Hearing Days. On the day hearings are held, Teen Court staff must be present at the location at least 30 minutes prior to the first scheduled hearing and remain present until no participants or families remain at the location.
 - C. Cancelled/Relocated Hearings. If a scheduled hearing is cancelled or relocated, Teen Court will notify participants and families of the change as soon as practicable via text message. At the original time and location of the hearing, Teen Court will have staff present to interact with any participants or families that may not have received the notice.
4. Termination. Either party may terminate this MOU for any or no reason by providing the other party with thirty (30) days advance written notice of the termination.
5. Notice. Any notice, request, or communication under this MOU shall be in writing and shall be given to such party at its address listed below or such other address as such party may hereafter specify for the purpose of such to the other party.

If to Teen Court: Heather Todd
Executive Director Teen Court
101 South Washington Blvd.
Suite 301
Sarasota, FL 34236

If to City: Cari Branco
Assistant City Manager
4970 City Hall Blvd.
North Port, FL 34286

With a copy to: City of North Port, Florida
City Attorney
4970 City Hall Blvd.
North Port, FL 34286
northportcityattorney@cityofnorthport.com

6. General Provisions.

- A. Amendments. Either party may request changes to this MOU. No amendment, change, or addendum to this MOU is enforceable unless agreed to in writing by both parties and incorporated into this MOU.
- B. Applicable Law. 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.
- C. Complete Agreement. This MOU incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this MOU that are not contained in this document.
- D. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This MOU is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.
- E. Severability. In the event any court shall hold any provision of this MOU to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. 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.
- F. 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.
- G. 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. Teen Court 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.

- 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.
- I. Assignment. Teen Court shall not assign this MOU or any right or responsibility therein without the written consent of the City.

7. Indemnification.

- A. **To the extent permitted by Florida law, Teen Court shall indemnify, defend, and hold harmless the City, its commissioners, officers, agents, and employees, from all liabilities, fines, claims, assessments, suits, judgments, damages, losses and costs, including consequential, special, indirect, and punitive damages, (including but not limited to reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), arising out of any acts, actions, breaches, neglect, or omissions of Teen Court, or Teen Court's officers, employees, agents, volunteers, participants, and other persons employed or utilized by Teen Court in the performance of, or the failure to perform, this MOU.**
- B. **In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).**
- C. **Nothing in this MOU shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statutes, Section 768.28. This MOU does not constitute a waiver of sovereign immunity or consent by the City or its subdivisions to suit by third parties. The terms of this section survive the termination of this MOU.**

- 8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and 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 signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the latest date indicated below.

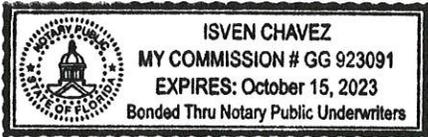
TEEN COURT OF SARASOTA, INC.


Heather Todd, Executive Director

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me on NOVEMBER 1ST, 2019, by HEATHER TODD, who is personally known to me or who produced as identification.




Notary Public, State of Florida

CITY OF NORTH PORT, FLORIDA

Peter D. Lear, CPA, CGMA
City Manager

Date Approved by the City Commission

ATTEST

APPROVED AS TO FORM AND CORRECTNESS

Heather Taylor, CMC
Interim City Clerk

Amber L. Slayton
City Attorney