

DROP-IN OFFICE AGREEMENT

THIS DROP-IN OFFICE AGREEMENT (“Agreement”) is made by and between the City of North Port, Florida, a municipal corporation, (“City”) and _____ **[insert name of entity; use full name of state agency, or full name of nonprofit exactly as the name appears in the corporate records at Sunbiz.org]**, a _____ **[insert name of state]** _____ **[insert type of entity; i.e. “state agency” or as designated at Sunbiz.org “nonprofit corporation”]** (“Agency”).

RECITALS

WHEREAS, the City owns the Family Service Center Building (the “Premises”) located at 6919 Outreach Way, where the City’s Social Services Division provides and coordinates resources and services for City residents, including drop-in office space available to federal, state, and nonprofit agencies who provide free services to City residents; and

WHEREAS, Agency provides City residents with free services to bridge the gap between the Agency’s presence, proximity, and accessibility to City residents and the services otherwise available in the community; and

WHEREAS, the City Commission of the City of North Port, Florida desires to encourage and support the Agency’s mission and the services it provides to City residents by providing Agency with drop-in office space at the Premises at no cost, and to establish the terms and conditions under which the City will provide the Agency with drop-in office space at the Premises; and

WHEREAS, the City Commission finds that the services provided under this Agreement primarily serve a public purpose by providing otherwise unavailable social services to City residents; and

WHEREAS, the City Commission finds that the services provided under this Agreement promote the public health, safety, welfare, and protection of the community and the City’s Social Services Division programs, and that these services are a proper exercise of a municipal function.

NOW, THEREFORE, for and in consideration of the mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into this Agreement by reference.
2. Office and Contents.
 - A. Office. Unless otherwise agreed to in writing, the City will provide the Agency with drop-in office space in rooms _____ or _____ **[insert room numbers or “N/A”]** (the “Office”) at the Premises on an as-needed basis and pursuant to availability. The City reserves the right to reassign the location of the Office by providing fifteen (15) days’ notice to the Agency.

B. Contents. The Office is provided furnished with at least one desk, one chair, and one desk phone, including internet capability and limited access to one printer/copier.

3. Use of the Premises.

A. Scheduling. The Agency must contact the Social Services Division by email at *socialservices@cityofnorthport.com* at least one business day before Agency's intended use of the Office. Where a requested date or time is unavailable, and upon agreement of the Parties, the City will provide an alternative date, time, and/or location to accommodate its scheduling needs. Use of the Office is reserved on a first-come-first-served basis.

B. Common Areas. The Agency and its employees, agents, licensees, and invitees will have use of the Premises as outlined herein and the right to use, in common with tenants of the Premises, the common areas, surface parking and to exercise all other rights and privileges appurtenant thereto, subject to rules and regulations for the use thereof as the City prescribes from time to time.

C. Disturbance or Improper Use. The Agency acknowledges the mission of the City's Social Services Division is to provide continuous and uninterrupted services, including other services that may be like the Agency's services. The Agency will actively use, operate, and conduct its business on the Premises to further the mission of the City's Social Services Division. The Agency further agrees not to use the Premises or Office, or permit the Premises or Office to be used, for any unlawful business or practice or in a manner that disturbs tenants of the Premises.

D. Policies and Procedures. The City may, from time to time, issue policies and/or procedures related to the Premises or Office. The Agency agrees to abide by all issued policies and/or procedures.

E. Hazardous Materials Prohibited. To the best of the City's knowledge, as of the commencement date of this Agreement, no hazardous materials or conditions exist at the Premises. Except as otherwise provided herein, the Agency, its agents, licensees, and invitees will not use, handle, store, display or generate hazardous materials (materials that are ignitable, corrosive, toxic or reactive) in or on the Premises. "Hazardous materials" will mean those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*; in the regulations adopted and promulgated pursuant thereto; and in the applicable laws, regulations and ordinances enacted by the State of Florida, Sarasota County, and/or the City of North Port.

4. Term and Termination.

A. Term. Commencing on the date the last party executes this Agreement ("Effective Date"), the term of this Agreement is for one (1) year ("Initial Term"). Upon the expiration of the Initial

Term, and unless otherwise terminated, this Agreement shall automatically renew for additional one-year terms (“Renewal Terms”).

- B. Termination. Except as otherwise provided herein, either party may terminate this Agreement at any time without penalty or premium upon thirty (30) days written notice to the other party.

 - C. Non-Appropriation. The Parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein to which the City is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City’s legal liability for the payment of any costs will not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor will such liability arise if a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member, or other natural person or agent of the City will have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by the City under this Section. This Agreement does not constitute an indebtedness of the City nor an obligation for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation.
5. Non-Exclusivity. This Agreement is non-exclusive, and the City may enter similar agreements with multiple similar entities. Agency is assured no minimum hours of Office use under this Agreement.
6. No Cost. In furtherance of its public purpose the City shall provide the Agency with use of the Office and its contents at no cost.
7. Agency Responsibilities.
- A. Agency Services. The Agency is solely responsible for the services it provides to the community and must provide those services to City residents free of charge. When using the Office, the Agency must take reasonable measures to inform its staff, volunteers, participants, and clients that:
 - 1) The services are being offered free of charge to City residents.
 - 2) The City and its staff are not part of the Agency’s programs, or the services provided.
 - 3) Client issues or concerns with scheduling and services offered must be addressed directly with the Agency and not the City or City staff.
 - 4) The Premises must be respected and kept in a clean and tidy condition.

- B. Appointment Days. On the day the Agency has an in-person appointment scheduled at the Premises, Agency must have its staff present at the Premises prior to each scheduled appointment.
- C. Office Use. Agency must only use the Office to meet with City residents in furtherance of providing those residents with services, and to perform office work related to providing those services.
- D. Cancelled/Relocated Appointments. If a scheduled appointment is cancelled or relocated by the Agency, the Agency must notify its client of the change as soon as practicable. Agency must also notify the Social Services Division by email at *socialservices@cityofnorthport.com* as soon as practicable so that other agencies can schedule to use the Office.
- E. No Interference. Agency must ensure that its use of the Office does not preclude or interfere with use of the Premises by the City, tenants of the Premises, and the general public, and must ensure that all Agency property and items are kept neat and tidy at all times.
- F. ALL CITY CITY-OWNED PROPERTY AND THE PREMISES ARE PROVIDED IN "AS IS" CONDITION. THE CITY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, AS TO THE CONDITION OF THE OFFICE AND PREMISES OR THE USE AND OCCUPANCY AUTHORIZED OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.
- G. Supervision. Agency must ensure that proper and responsible supervision of all Agency employees, contractors, volunteers, and clients is provided at all times, throughout the Premises. Agency must exercise reasonable care, precaution, and due diligence to protect and preserve all persons and City-owned property at the Premises. Prior to and after the use of the Office, the Agency must conduct a thorough examination and inspection of the Office and its contents, identifying any unsafe condition or defect. Immediately upon becoming aware of any defective or unsafe condition, the Agency must notify the Social Services Manager or other City authorized designee and stop use of the Office so as not to endanger persons or property. The Agency's failure to report, remedy, or make safe a defective or unsafe condition will relieve the City of all liability and responsibility for the defect or unsafe condition.
- H. Accident Prevention. The City reserves the right to expel any person from the Premises who is causing a disturbance, is conducting themselves in violation of City rules, regulations, or ordinances, or whose conduct or activity presents a safety risk or public nuisance. Neither the City nor any of its officers, agents, or employees are liable to the Agency for any damages sustained to the person or property of the Agency or its employees through exercise by the City of such right.
- I. Hours and Reservations. The City will provide access to the Office during the normal business hours of the City, Monday through Friday, 8:00 a.m. to 5:00 p.m. Agency may reserve use of the Office for no more than 20 hours per week; however, there is no minimum number of hours set for Agency's use. The City will not provide Agency with keys to the Office.

8. Signage. Agency shall not paint, display, inscribe, maintain, or affix any sign(s) to the Premises or the Premises' interior or exterior and shall not make changes to any sign, fixture, advertisement, notice, lettering, or direction on any part of the Premises without the written consent of the Social Services Division Manager.

9. Office Condition and Damage.
 - A. City Responsibility. The City shall provide the Office in good repair and order.

 - B. Agency Responsibility. Agency will leave the Office in as good or better condition as when received, except for reasonable wear and tear, and will remove all trash and debris at the conclusion of each use. Agency shall not remodel or redecorate the Office without the written consent of the Social Services Division Manager.

 - C. Damage. Agency is responsible for any damage caused to the Office and its contents by an Agency employee, contractor, volunteer, or client. Upon receipt of written demand Agency will reimburse the City for any repairs required to the Office or its contents due to damage caused by an Agency employee, contractor, volunteer, or client.

10. Notice. Except as specified elsewhere in this Agreement, all notices provided for in the Agreement 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
 4970 City Hall Blvd.
 North Port, Florida 34286

With a copy to:
 City of North Port, Florida
 Attn: City Attorney
 4970 City Hall Blvd.
 North Port, Florida 34286

For Agency:

_____ **[insert name of entity]**
 _____ **[insert contact person's name and title]**
 _____ **[insert entity's street address]**
 _____ **[insert entity's city, state, and zip code]**

11. INDEMNIFICATION.

If this agreement is with a state agency or another governmental entity include the following three paragraphs. If this agreement is with a nonprofit or other nongovernmental entity, do not include the following three paragraphs.

- A. **THE AGENCY AND CITY AGREE TO INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS AGENTS, OFFICIALS AND EMPLOYEES AGAINST ALL INJURIES, DEATHS, LOSSES, DAMAGE CLAIM, SUITS, LIABILITIES, JUDGMENTS, COSTS, ATTORNEY FEES, AND EXPENSES WHICH MAY**

ACCRUE AGAINST THE OTHER PARTY AS A CONSEQUENCE OF THE INTENTIONAL OR NEGLIGENT ACTS OF THE INDEMNIFYING PARTY'S EMPLOYEES, AGENTS, OR LICENSEES ARISING OUT OF THE PERFORMANCE OF EACH PARTY'S OBLIGATIONS UNDER THIS AGREEMENT UP TO THE MAXIMUM LIMITS PROVIDED BY SECTION 768.28, FLORIDA STATUTES. NOTHING CONTAINED IN THIS SECTION SHALL CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR OF THE LIMITATIONS ON LIABILITY PROVIDED TO EITHER PARTY UNDER THE FLORIDA CONSTITUTION OR GENERAL LAW. IN THE EVENT OF ANY THREATENED OR IMPENDING ACTION THAT MAY GIVE RISE TO A CLAIM UNDER THE TERMS OF THIS SECTION, THE PARTY SEEKING INDEMNIFICATION FOR SUCH CLAIM MUST PROMPTLY GIVE NOTICE TO THE OTHER PARTY IN WRITING BY CERTIFIED MAIL. THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY SETTLEMENT AGREEMENT ENTERED INTO BY ONE PARTY WITHOUT THE CONSENT OF THE INDEMNIFYING PARTY.

- B. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.
- C. THE AGENCY AGREES TO REPAIR OR REPLACE ANY DAMAGE TO ANY REAL OR PERSONAL PROPERTY OF THE CITY CAUSED THROUGH THE FAULT OF THE AGENCY AND/OR OCCURRING WHILE THE OFFICE IS UNDER THE CONTROL AND USE OF THE AGENCY, AND FURTHER AGREES IT IS SOLELY RESPONSIBLE FOR ANY AWARD OR PAYMENT AND EXPENSES (INCLUDING ANY RIGHT OF SUBROGATION) OF ANY WORKERS' COMPENSATION CLAIM BY ANY OF THE AGENCY'S EMPLOYEES OR AGENTS THAT MAY RESULT FROM THE USE OF THE OFFICE OR AGENCY'S ACTIVITIES THEREON.

If this agreement is with a nonprofit or other nongovernmental entity include the following four paragraphs. If this agreement is with a state agency or another governmental entity, do not include the following four paragraphs.

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, AGENCY ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO DEFEND, INDEMNIFY, PROTECT, 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, NEGLIGENCE OR OMISSIONS OF AGENCY, OR AGENCY'S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY AGENCY IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.
- B. THE CITY MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT AGENCY MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY MUST PROMPTLY NOTIFY AGENCY IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE

(SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.

- C. THIS AGREEMENT FOR INDEMNIFICATION SURVIVES TERMINATION OR COMPLETION OF THE AGREEMENT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS AGREEMENT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON AGENCY'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. 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).
- D. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.

12. Insurance, Property Loss, and Damage.

- A. Comprehensive General Liability Insurance. Agency will procure and maintain for the duration of this Agreement, general liability insurance coverage per occurrence, combined single limit for bodily injury, and property damage liability, including premises and operations, on the Office with limits of not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate per policy year. The aggregate will apply separately to the Office and will not be shared among other locations. The Agency's liability insurance policy will be the primary coverage on the Office and the City will be named as an additional insured under the policy. The Agency's general liability coverage will also include coverage for its guests and invitees while in the Office.
- B. Fire Damage Liability Insurance. The Agency will procure and maintain for the duration of this Agreement, fire damage liability insurance on the Office in the amount of two hundred and fifty thousand dollars (\$50,000.00). The City will be named as an additional insured under the policy.
- C. All Risk/Special Perils/Casualty Insurance. The Agency will procure and maintain for the duration of this Agreement, all risk/special perils/casualty (to include sinkhole) property insurance (or the equivalent) to cover loss on the Property resulting from damage to or destruction of personal property contents. The policy will cover one hundred percent (100%) of the replacement cost of the Agency's tangible personal property and content and will include an agreed value endorsement to waive coinsurance.
- D. Workers' Compensation Coverage. If the Agency is required by law to obtain workers' compensation coverage, proof of insurance in the statutorily required amounts must be provided.
- E. Certificates of Insurance and Renewal Policies. Within ten (10) days of procurement, the Agency will supply the City with certificates of insurance showing that all coverage required pursuant to this Agreement is in full force and effect. All certificates of insurance will be provided to the City

Clerk's Office of the City of North Port, together with a copy of this Agreement. From time to time, the Agency will procure and pay for renewals of this insurance before it expires. The Agency will deliver to the City the renewal policy at least ten (10) days before the existing policy expires.

- F. Other Requirements. All policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless Landlord is given at least ten (10) days' prior written notice of cancellation by the insurance company. The City is not responsible for any premium payments or deductibles on the Agency's policies. The City reserves the right, upon written notice to Agency, to review, alter, and amend the insurance requirements herein as needed on a yearly basis.

- 13. Radon Gas. Pursuant to Florida Statutes Section 404.056(5), the City is required to provide the following notice:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

- 14. Estoppel Certificates. Each party agrees to provide to the other, at any time, within ten (10) business days of a written request, a certificate certifying that this Agreement is unmodified and in full force and effect or in full force and effect as modified and stating the modifications, and indicating defaults, if any, under this Agreement. It is intended that any certificate may be relied upon by any prospective purchaser or mortgagee of the Premises, or any portion thereof, or any lender of the City.

- 15. Sublease and encumber. The Agency shall not transfer, sublet, underlet, mortgage, pledge or encumber this Agreement.

- 16. Miscellaneous.

- A. Authority to Execute Agreement. The signature by any person to this Agreement is 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.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement 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.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement 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.

- D. No Agency. Nothing contained herein is 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.
- E. Severability. In the event any court shall hold any provision of this Agreement 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. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.
- G. Complete Agreement. This Agreement 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 Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. Any amendments changing the financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change the financial obligations under this Agreement.
- I. Assignment and Subletting. This Agreement cannot be assigned, and no portion of the Premises can be sublet without the prior written consent of the City. Any attempted assignment of this Agreement or subletting of the Premises without such written consent shall be void.
- J. 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. Agency shall not administer this Agreement 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

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

(This space intentionally left blank; signature page to follow)

AGENCY

_____ [insert name of legal entity as reflected in Sunbiz.org]

By: _____
_____ [Insert name of authorized agent as reflected in Sunbiz.org]

_____ [insert title of authorized agent as reflected in Sunbiz.org]

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__ , by _____ [insert name of person] as _____ [insert title] for _____ [insert entity's name].

Notary Public

___ Personally Known Or ___ Produced Identification
Type of Identification Produced _____

CITY OF NORTH PORT, FLORIDA

_____ [insert name of City Manager]
CITY MANAGER

ATTEST

_____ [insert name of City Clerk]
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

_____ [insert name of City Attorney]
CITY ATTORNEY