

Agreement between
Florida Gulf Coast University Board of Trustees
And
City of North Port, Florida
For
Training for Constructive Communication

This Agreement ("Agreement") is hereby entered between Florida Gulf Coast University Board of Trustees, a public body corporate of the State of Florida, located at 10501 FGCU Boulevard South, Fort Myers, Florida 33965-6565 (the "University" or "FGCU") and the City of North Port, Florida, a municipal corporation of the State of Florida, located at 4970 City Hall Boulevard, North Port, FL 34286 ("City").

RECITALS

Whereas, City desires and FGCU wishes to provide City with a one day, 6-hour training workshop.

Therefore, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Program Description

Florida Gulf Coast University, Constructive Communication Workshop

FGCU's Southwest Florida Leadership Institute (SFLI) faculty will develop and lead a 6-hour program for City of North Port Commissioners.

SFLI faculty instructors will develop *6-hours of classroom content to be delivered on topics including but not limited to Conflict Resolution, Relationship Building, and Communication.*

II. Program Outcomes

By completing the program, participants will be able to enhance and better able to anticipate and resolve challenges, and communicate more directly, and personally, while exhibiting personal care and self-awareness and be able to:

- Demonstrate effective and positive communication appropriate for a workplace environment; and
- Apply strategies related to empathy, compassion, and etiquette to professional environments.

III. Cost

This program cost is based on 8± participants and is a Fixed fee of \$7,020.00. This cost covers the compensation of faculty instructional time, curriculum and program development time, and SFLI instructional materials and administrative overhead to deliver the course.

IV. City Responsibilities:

1. City will provide at no cost to FGCU an on-site training room and any A/V equipment as requested in advance by the instructor.



2. **City** must provide a minimum of thirty (30 days) advance written notice in order to terminate this Agreement in accordance with section VI.9. below.
3. Upon invoice from FGCU, **City** will submit payment for balance owed (\$7,020) in accordance with the Local Government Prompt Payment Act, Section 218.70, *et. seq.*, Florida statutes, which states that Customer's payments shall be due forty-five (45) days after receipt of invoice.

V. University Responsibilities:

FGCU will implement the training program as follows:

- March 2023: FGCU faculty will refine curriculum in conjunction with **City** Leadership.
- April/May 2023: FGCU faculty will deliver the program, in-person, at the preferred **City** location, on a date that is mutually agreeable to the parties.

VI. General Provisions:

1. **Indemnity. To the extent provided by Florida law, each party shall indemnify and hold the other harmless from any and all claims, demands, causes of action and damages arising out of the negligent or willful acts itself and its employees and agents in completing its responsibilities under this Agreement. Nothing contained herein shall obligate either party to indemnify or in any way be liable to pay to any person or entity any amount which exceeds the amount(s) for which that party could be held liable under the provisions of section 768.28, Florida Statutes, and nothing herein shall be read as a waiver of the sovereign immunity beyond that provided in section 768.28, Florida Statutes, nor will anything herein be read as increasing the liability of either party to any person or entity beyond the limits of liability for which such party could be held liable under section 768.28, Florida Statutes.**
2. **Insurance.** Each party warrants and represents that it maintains, through commercial or self-funded insurance programs, liability insurance to the limits provided for in section 768.28, Florida Statutes, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by each respective party and in fulfillment of the indemnity responsibilities of this Agreement.
3. **Intellectual Property.** Copyright to copyrightable materials, including computer software, resulting from the Program developed by FGCU are the property of FGCU.
4. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties and nothing herein, express or implied, is intended to or will confer upon any person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.
5. **Venue.** This Agreement is governed by the laws of the State of Florida and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. 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.

6. Termination. The parties hereto may terminate with or without cause this Agreement upon thirty (30) day advance written notice to one another. City will pay FGCU any non-cancellable obligation which have accrued or been encumbered up to the actual date of termination and City will not be relieved of the obligation to pay those costs because of a termination hereunder.
7. Force Majeure. Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (“Force Majeure Event”), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, epidemic, pandemic, quarantine, pestilence, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the delayed cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.
8. Entire Agreement. This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein. Any amendment or modification of this Agreement, or any waiver of its terms, in order to be binding, must be written and signed by the Parties hereto. Any amendments changing City’s financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or the City Manager’s authorized designee to approve and execute all Agreement amendments on behalf of City that do not change City’s financial obligations under this Agreement.
9. Assignment. The University shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.
10. Non-Discrimination. The Parties do 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 and 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.

[Remainder of page intentionally left blank; signature page to follow.]

SIGNATURES:

In witness whereof, the parties have affixed their signatures, effective the date first written below.

Approved by the City Commission of the City of North Port, Florida on _____,
2023.

CITY OF NORTH PORT, FLORIDA

BARBARA LANGDON
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

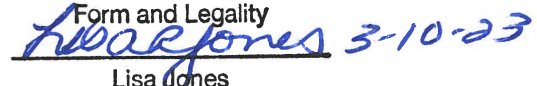
APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES

Dr. Chris Westley
Dean, Lutgert College of Business

Date

Approved as to
Form and Legality

Lisa Jones
Associate General Counsel
Florida Gulf Coast University