

MEMORANDUM OF UNDERSTANDING

City of Tallahassee and Leon County,
For Funding and Participation in the
Palmer Munroe Youth Center and Restorative Justice Program

This Memorandum of Understanding (“MOU”) is entered into this _____ day of _____, 2010, by the City of Tallahassee, a Florida municipal corporation (“City”) and Leon County, Florida, a charter county and a political subdivision of the State of Florida (“County”), collectively, the “Parties”.

RECITALS

WHEREAS, the Parties desire to create a positive environment for the youth of the Tallahassee and Leon County community and to help alleviate conflict in the community;

WHEREAS, a “Youth Center Development Team” of community members was organized to prepare and present a “Concept Report” outlining the proposed vision and operational structure for a Youth Center (“Center”) and including a restorative justice program (“Program”);

WHEREAS, based on the management and operation structure as outlined in the Concept Report, on file with the City Treasurer-Clerk and incorporated herein by reference, the Parties desire to implement the Center and the Program at the City-owned Palmer Munroe Community Center located at 1900 Jackson Bluff Road (“Palmer Munroe”); and

WHEREAS, the Parties desire to establish the organization, support structure, and client and customer programming to initiate the Center and the Program; and

WHEREAS, the Parties desire that the City be responsible for the Center and Program for the first year and that a community-based organization (“CBO”) be selected,

through the City's Request for Proposal ("RFP") process, to assume this responsibility for subsequent years;

NOW, THEREFORE, in consideration of the above Recitals, and the covenants and promises hereinafter made, the Parties agree that:

1. Facilities. The City shall provide space for the Center and the Program at Palmer Munroe for a minimum of three (3) years, including property management and maintenance services, with no rental payment required for the first year of operations. Beginning with the second year of operations and the selection of a CBO, the City shall enter into a use agreement with the CBO that considers charging rent at a negotiated rate as approved by the City Manager.
2. Services and Funding. The Parties shall provide the following:
 - a. City shall provide (1) management and operation services for the Center by the City's Parks, Recreation and Neighborhood Affairs Department for the first year; and (2) funding in the amount of \$150,000 annually for up to three (3) years beginning in FY2010.
 - b. City shall provide additional funding in the amount of \$100,000, contingent upon its receipt of such grant funds from the State of Florida Division of Juvenile Justice.
 - c. City (Police Department) shall provide one time funding in the amount of \$75,000 from Byrne Grant funds for the Program, for FY 2010. In future grant cycles, the City may consider including Program funding in their funding requests for Byrne Grants to be used to support the Center.

- d. County shall provide funding equal to the amount provided by the City under section 2a, not to exceed \$150,000 annually for up to three (3) years beginning in FY2010 subject to Board appropriation.
- e. All first year funds shall be delivered to the City's Treasurer-Clerk to be deposited in a specifically designated account for the purposes of this Agreement within ten (10) days after notified of full execution of this Agreement by all parties. Funds for subsequent years shall be provided annually within thirty (30) days of the beginning of each fiscal year. However, this MOU is specifically contingent upon the appropriation of sufficient funds by the Parties and the Division of Juvenile Justice.
- f. Funding and services shall be used by staff for the Center and the Program as outlined in the Concept Report with the exception that County contributions will not be used to pay for any facility rent payments if charged by the City for use of said facility.

3. Committees: In addition to the established Community Executive Committee, a Youth Advisory Board shall be organized by the Parties in order to carry out the activities and programs addressed in the Concept Report. The Community Executive Committee's purpose is to provide strategic direction, guidance, policies and procedures consistent with the Concept Report and with regular program update reports from the Executive Director or CBO. Additional committees may be established as necessary and according to bylaws to be adopted by the Community Executive Committee. All committees shall operate in accord with applicable statutes, including public records and Sunshine laws.

4. Management and Reporting: Management services shall be as provided herein until such time as a CBO is selected by the RFP process to assume

these responsibilities. Unless otherwise agreed to by the Parties, until such time as management of the Center and Program are turned over to a CBO and the following reporting activities assumed by the CBO, the City agrees to:

- a. Establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all receipts and expenditures of funds provided by the Parties, or by other sources, under this MOU.
- b. Upon demand, facilitate the duplication and transfer of any records or documents during the required retention period, to ensure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by any of the Parties.
- c. To comply and cooperate with any inspections, reviews, investigations, or audits, when deemed necessary by the Parties.

5. Contacts: The following persons will serve as the point of contact for each of the Parties to this MOU, unless changed in writing:

County: Leon County
Leon County Courthouse
301 South Monroe Street
Tallahassee, FL 32301
Attn: _____

City: City of Tallahassee
300 South Adams Street
Tallahassee, FL 32301
Attn: _____

6. Amendment: Mutual cooperation is essential, and the Parties will work cooperatively to the successful completion of all obligations herein contained. Any changes in responsibilities under this MOU must be agreed upon by the Parties in writing.

7. Authority: Each party hereby represents that its execution, delivery, and performance of this MOU have been duly authorized by all requisite action, that the MOU has been duly and validly executed and delivered by the party, and that the MOU constitutes the legal, valid, and binding obligation of the party enforceable in accordance with its terms.

8. Term: The Effective Date shall be the date first written above and shall be the date upon which the last of the Parties executes this MOU. The terms of this MOU shall expire three (3) years from the Effective Date, except as provided herein. The term shall automatically renew for additional one (1) year terms. The MOU shall continue in effect until such time as terminated by mutual agreement of all parties. However, any party may terminate its participation, by giving written notice to the other parties, six (6) months prior to the end of any term or extension thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Attest:

CITY OF TALLAHASSEE

By: _____
Gary Herndon, City Treasurer-Clerk

By: _____
Anita Favors Thompson, City Manager

Approved as to form:

By: _____
City Attorney

Attest: Robert B. Inzer, Clerk

LEON COUNTY

By: _____
Leon County Clerk of Court

By: _____
Parwez Alam, County Administrator

Approved as to form:

Herbert W.A. Thiele
County Attorney