

## **Memorandum of Understanding School Based Law Enforcement Officers**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), made, entered into, and duly executed on this \_\_\_\_ day of \_\_\_\_\_, 2019, is between The Town of Miami Lakes, a Florida municipal corporation (the “Town”), and Our Lady of the Lakes Catholic School, a parochial school operated by the Archdiocese of Miami, located at 6600 Miami Lakeway North, Miami Lakes, Florida 33014 (the “School”).

### **I. Intent**

It is the intent of both parties to enter in to this this MOU for the School to provide funding in exchange for the Town’s placement of school-based law enforcement officers (“SBLEOs”) at the School utilizing the Town’s contract with Miami-Dade Police Department (“MDPD”) for the provision of law enforcement services.

### **II. Term of the MOU**

This MOU shall be effective for a period of one year starting from the execution date described above (the “Term”). The Term may be extended for two additional periods, in one (1) year increments, upon the mutual, written agreement of the parties.

### **III. Termination of MOU**

Each party reserves the right to terminate this MOU, with or without cause, upon providing thirty (30) days written notice to the other party.

### **IV. Funding**

For the initial Term, and if extended any subsequent Terms, the School shall provide the Town with funding in the amount of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) per SBLEO. Funding will be delivered to the Town as a lump sum payment within thirty (30) days of the execution date, or execution date of any Term extensions if applicable<sup>1</sup>.

### **V. Assignment of SBLEOs**

The Town agrees that during the Term at least one (1) SBLEO shall be present at the School for at least five and a half (5.5) hours per school day. A “School Day,” is defined as a week day (Monday through Friday) in which school is in regular session, and shall not include: recess days, legal holidays, teacher planning days or summer days.

The Town, the School, and the assigned SBLEOs shall abide by state and federal law, including The Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) (otherwise

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<sup>1</sup> Any amounts paid by School, directly to Miami-Dade County Police Department towards SBLEOs for School Year 2018-2019 will be applied as a credit towards 2018-2019 funding, provided that the School provide proof of payment that is satisfactory to the Town. Allocation of credit is at the discretion of the Town.

known as “FERPA”), which requires all student information be kept confidential and not disclosed to any third party. Also, School agrees to act in compliance with Chapter 119 of Florida Statutes.

**VI. Default**

In the event that either party fails to perform its material obligations, within the timeframes detailed in this MOU, then the aggrieved party shall be entitled to place the non-performing party in default upon written notice. Should the defaulting party fail to cure its default within fourteen (14) days of receiving written notice of its default, then the aggrieved party shall be entitled to terminate this MOU immediately upon written notice. In the event of any lawsuit, litigation, proceeding is necessitated by a party’s default, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in connection with the action, including, but not limited to, reasonable attorney’s fees and court costs.

**VII. Miscellaneous**

1. Notices:

The addresses for the School for all purposes under this MOU and for all notices hereunder shall be:

The School: Our Lady of the Lakes Catholic School  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: Our Lady of the Lakes Catholic School  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The addresses for the Town for all purposes under this MOU and for all notices hereunder shall be:

Town of Miami Lakes: The Town of Miami Lakes  
Attn: Edward Pidermann, Town Manager  
6601 Main Street  
Miami Lakes, Florida 33014

With a copy to: The Town of Miami Lakes  
Town Attorney’s Office  
6601 Main Street  
Miami Lakes, Florida 33014

2. Mutual Indemnification and Duty to Defend

Each Party agrees to and will indemnify, defend and hold harmless the other party and its agents, officers, and employees, subject to the provisions of Florida Statutes §768.28, from and against any claims, suits, proceedings, costs, liabilities, expenses. Including court costs and reasonable attorney's fees, damages to real or tangible personal property, bodily injury to persons, including death, resulting from its or its employees, officers, or agents' negligence or willful misconduct arising from or related to this MOU. This provision shall survive termination of the MOU.

Nothing herein should be construed to increase or otherwise waive any limits of liability, or to waive any immunity available to the Town as established by Florida Statutes, case law, or any other source of law.

3. Governing Law

This MOU shall be construed, interpreted and governed exclusively by and pursuant to the laws of the State of Florida.

4. Venue

The parties agree that any controversy, disagreement, claim, dispute, or other proceeding between them, which relates to or arises out of this MOU or is otherwise related in any manner to the relationship between the parties, shall be subject to the exclusive jurisdiction and venue of the courts of the Eleventh Circuit Court in and for Miami-Dade County, Florida. Each party irrevocably waives any right that it may have to a trial by jury in connection with any dispute arising out of or in connection with this MOU and any amendments hereto.

5. Attorney's Fees

The prevailing party in any action arising out of, relating to, or connected with this MOU shall be entitled to payment of reasonable attorney's fees. The prevailing party shall also be entitled to recover all attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, electronic research costs, court reporter fees and mediator fees, regardless of whether such costs are otherwise taxable.

6. Severability

If, at any time, any provision hereof is or becomes illegal, invalid, or otherwise unenforceable in any respect under the law of any jurisdiction, the legality, validity, or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The invalid provision shall be replaced by a valid one which achieves to the extent possible the original purpose and commercial goal of the invalid provision.

7. Waivers

No failure to exercise, nor any delay in exercising, on the part of either party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy available herein or at law or equity.

8. Assignment

This MOU, or any obligation herein, shall not be assignable by either party, in whole or in part, without the written consent of the other party, which consent shall not be unreasonably withheld or denied.

9. Entire Agreement

This MOU, and any subsequently executed amendment or extension, form the entire agreement between the parties relating to the subject matter hereof. Except as otherwise agreed to in this MOU, all amendments and modifications to this MOU shall be made in a written document executed with the same formalities as this MOU.

10. Subject to Council Approval

This MOU, is subject to Council approval via resolution.

**IN WITNESS WHEREOF**, the parties have executed this MOU as of the day and year first written above.

**For the School:**

**For the Town:**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Edward Pidermann, Town Manager

\_\_\_\_\_  
Print Name

**Attest:**

\_\_\_\_\_  
Print Title

By: \_\_\_\_\_  
Gina Inguanzo, Town Clerk

**Attest:**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

(Affirm Seal, if available)

**Approved as to Legal Sufficiency:**

By: \_\_\_\_\_  
Lorenzo Cobiella, Deputy Town Attorney