

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into this ____ day of _____, 2009, by and between the **MIAMI-DADE POLICE DEPARTMENT** ("MDPD") and the **NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic ("NLCRA").

RECITALS

1. The NLCRA is the owner of certain improved real property located at 27555 SW 140 Avenue, Miami, Florida commonly know as the Officer Jose Somohano Community Center (hereinafter the "Community Center").

2. MDPD desires to use a portion of the Community Center as a police work station, and the NLCRA desires to allow the MDPD to use a portion of the Community Center for such purposes, all subject to and upon the terms and conditions set forth in this MOU.

NOW, THEREFORE, in respect of the mutual promises contained herein, the MDPD and the NLCRA agree as follows:

- TERMS AND AGREEMENT:** NLCRA hereby grants MDPD a non-exclusive license to use and occupy a portion of the Community Center as shown as the cross hatched area on Exhibit "A" attached hereto and by this reference made a part hereof for use as a police work station (the "Work Station") along with the non-exclusive right of ingress and egress to the Work Station and the use of other portions of the Community Center such as the restrooms in connection therewith. The license granted by the NLCRA to MDPD herein is without rent, charge or cost of any kind whatsoever and is in consideration of the good will and police presence which is generated by the use and occupancy of the Work Station by MDPD. MDPD is not responsible for paying for the general operating utilities or routine maintenance of the Community Center or the Work Station, but shall be responsible for any extraordinary utilities or maintenances required or necessitated by its operations. MDPD is responsible to provide all of its own equipment necessary for its use of the Work Station. MDPD is under no obligation to staff the Work Station twenty four (24) hours a day. The Work Station is not a full service police station, but merely a location utilized by officers to write police reports and make phone calls. This Agreement, however, does not create a specific duty on the part of MDPD to provide security in or around the Work Station.
- ASSIGNMENTS:** Neither party may assign this MOU.
- LAWS, REGULATIONS, AND PERMITS:** Each party shall comply with all applicable statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, and county governments.
- RIGHT OF ENTRY:** MDPD acknowledges that the NLCRA shall be installing a security system for the Community Center. Pursuant to the license granted in Section 1 above, MDPD and its officers shall have the right to enter the Community Center at all hours to use

the Work Station provided that MDPD and its officers comply with the security protocols established by the NLCRA for the Community Center. MDPD shall use the Work Station in such a manner as to not unreasonably disturb the use of the Community Center by the NLCRA and its occupants, guests and invitees thereof.

5. **SIGNS:** The words "Miami-Dade Police Department Community Work Station" and the Department shield will be placed on the Community Center in a location mutually agreed to by the parties. This will be the only signage indicating the presence of the Miami-Dade Police Department.
6. **LIABILITY:** To the extent permitted by law and as limited by Section 768.28, Florida Statutes, each party shall assume the liability arising from acts taken by its personnel pursuant to this Agreement. In no event shall a party be liable for acts, omissions, or conduct of the officers, employees or agents of the other participating party of this Agreement.
7. **EFFECTIVE AND TERMINATION DATE:** This MOU becomes effective upon the signature by both parties, and will remain in force until September 30, 2012, unless extended or terminated sooner as provided herein. This MOU can be extended for a longer period of time upon the mutual agreement of both parties; however, such agreement shall be in writing and signed by both parties. The MOU can also be terminated by either party, with or without cause, by giving thirty (30) days written notice to the other party.
8. **MISCELLANEOUS:**

8.1. **Headings: Recitals.** The headings of the sections of this MOU are for convenience only and do not affect meanings of any provisions hereof. The recitals set forth above are true and correct and incorporated herein by this reference.

8.2. **Amendment.** The terms, covenants, conditions and provisions of this MOU cannot be altered, changed, modified or added to, except in writing signed by the MDPD and the NLCRA and approved by the NLCRA Board.

8.3. **Third Party Beneficiaries.** Neither of the parties intends to directly nor substantially benefit any third party by this MOU. Therefore, the parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against either of them based upon this MOU.

8.4. **Waiver.** No express or implied consent or waiver by a party to or of any breach or default by the other party in the performance by such other party of its obligations under this MOU will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

8.5. Notice. Whenever any party desires or is required by this MOU to give notice to the other party, it must be in writing and given by hand, sent by certified mail, with return receipt requested, or sent by a recognized overnight courier (e.g., Federal Express) addressed to the party for whom it is intended, at the address specified for notice by the parties from time to time. Notice may also be given by electronic means (e.g., facsimile or email) provided such is followed up with a hard copy by one of the methods in the previous sentence.

8.6. Entire Agreement. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this MOU, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this MOU contains the entire understanding and agreement of the parties with respect to the subject matter hereof.

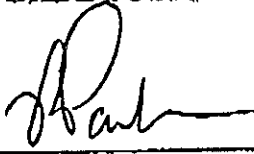
8.7. Force Majeure. In the event of an unanticipated or uncontrollable act of nature, e.g., floods, hurricanes, fires, etc., or a casualty to the Community Center, the MDPD acknowledges and agrees that it may not be able to access the Community Center and Work Station.

8.8. No Tenancy. This MOU and the rights granted hereunder are a license and do not create any type of tenancy in favor of MDPD.

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IN WITNESS WHEREOF, the subscribing officials are authorized to acknowledge and execute this Memorandum of Understanding on behalf of their agency.

MIAMI-DADE POLICE DEPARTMENT

By: 
Robert Parker, Director
Miami-Dade Police Department

10/28/09
Date

NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY

By: _____
Ken Forbes, Chairperson

Date

Attest:

By: _____
Clerk

Approved as to form and legal sufficiency:

By: _____
Gray Robinson, P.A.
NLCRA Attorney

