

MEMORANDUM OF UNDERSTANDING
BETWEEN
RENAISSANCE CHARTER SCHOOL, INC.
AND
THE DORAL POLICE DEPARTMENT
DADE COUNTY, FLORIDA

Providing for Access to the Security Camera System

This Memorandum of Understanding ("MOU") made and entered into by and between Renaissance Charter School, Inc. for the charter schools referenced on Exhibit "A" attached hereto ("OWNER"), and the City of Doral Police Department, Dade County, Florida, (hereinafter referred to as "POLICE"), collectively referred to as the "Parties."

- A. OWNER has a security camera system on its premises and is desirous of allowing POLICE to have access to the system for crime prevention and investigative purposes; and
- B. The POLICE has requested access to the security camera system to assist with law enforcement activities within its jurisdiction; and
- C. The Parties desire to enter into an MOU outlining their roles and responsibilities with regard to the sharing of security camera system video;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, the Parties agree as follows:

- 1. OWNER's obligations:
 - a. OWNER is freely and voluntarily providing access to its video management system or video feeds to POLICE. Participation is completely voluntary and participation can be withdrawn at any time, subject to conditions below.
 - b. OWNER shall allow POLICE to remotely access its security camera system for the sole purpose of public safety and law enforcement activities.
 - c. All components of security camera system and other paraphernalia relative to the system are property of the OWNER.

- d. OWNER is solely responsible for cost of cameras/system, maintenance and upkeep of system, including internet connectivity, local data storage, associated and all costs thereof.
 - e. At no time is OWNER acting as an agent or employee of POLICE.
 - f. OWNER understands there may be costs associated with linking their video feed to the POLICE. The party covering these costs will be determined and costs paid before any feed is accepted by the POLICE.
2. POLICE obligations:
- a. POLICE will provide the computers and other infrastructure utilized by the POLICE's personnel to gain access to the security camera system.
 - b. POLICE shall ensure that all personnel authorized to access the security camera system do so only for a law enforcement reason.
3. OWNER is the sole owner of all components of the security camera system and reserves the right to monitor equipment, systems, and network traffic.
4. OWNER may audit the access of the security camera system at any time for any purpose without notification to the POLICE.
5. OWNER is aware and understands that POLICE will not be constantly monitoring the camera system and access will be incident/threat/call for service driven.
6. Liability: POLICE is a political subdivision of the State of Florida as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its agents, contractors, or employees in the performance of its obligations under this MOU, to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.
7. No Compensation: OWNER shall not receive any compensation from POLICE for allowing access to its security camera system. Each party will bear their own costs.
8. Termination: This MOU may be terminated by either Party upon no less than thirty

(30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required or in person with proof of delivery.

(31) Upon receipt of a notice of termination of this MOU for any reason, the POLICE's access to the security camera system shall cease.

(32) Notice of termination shall be provided in accordance with the "Notices" section of this MOU.

9. Governing Law and Venue: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any action arising relating to this MOU shall be brought and maintained in the State courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.
10. Notices: Notice shall be given by either party to the other in writing and sent by United States mail, return receipt requested, or by an overnight express delivery service addressed to the Party for whom it is intended at the place identified below. herein., Notice shall be effective upon delivery.

For OWNER:

Ken Haiko, Chairman
Renaissance Charter School, Inc.
6278 N. Federal Highway, Suite 384
Fort Lauderdale, FL 33308

With copy to:

Edward J. Pozzuoli, Esq.
Tripp Scott
110 SE 6th Street, 15th Floor
Fort Lauderdale, FL 33313

For POLICE:

Chief Edwin Lopez
Doral Police Department
6100 NW 99 Avenue
Doral, Florida 33178

IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding on the respective date(s) under each signature:

OWNER:

Renaissance Charter School, Inc.

By: _____ Date: _____
Charter Schools USAAs agent for and on behalf of Renaissance Charter School, Inc.

DORAL POLICE

Authorized Representative

Date: _____

APPROVED AS TO FORM:

By: _____

Exhibit “A”

Renaissance Elementary Charter School
10651 NW 19th Street
Doral, FL 33172

Renaissance Middle Charter School
8360 NW 33rd Street
Doral, FL 33122