

**MEMORANDUM OF AGREEMENT
TRAFFIC PARK**

**PARKS AND POLICE 4 KIDS, INC.
AND
DORAL POLICE**

This Memorandum of Agreement ("Agreement") is entered into this 29 day of September, 2021, between Parks and Police 4 Kids, Inc. (PP4K), and the City of Doral Police Department (POLICE), and they both agree as follows:

WITNESSETH

WHEREAS, the Miami Foundation has awarded a Public Space Challenge grant funding, to PP4K for the development of a mobile traffic education course, to educate children in the community on traffic rules and regulations, safe biking, and public safety program; and

WHEREAS, the POLICE has agreed to participate in the non-infrastructure program component of the program by providing tricycle-use awareness and education to students throughout the City of Doral; and

WHEREAS, the purpose of this Agreement is to specify the terms and conditions related to the joint participation between PP4K and the POLICE pursuant to the 2017 Public Space Challenge grant requirements; and

WHEREAS, PP4K has agreed to provide tricycles, traffic signs, small foldable buildings, and storage trailer for use by the POLICE as part of its participation in the Mobile Traffic Park Education program; and

NOW THEREFORE, in consideration of the mutual covenants in this Agreement, the parties agree as follows:

1. PP4K will provide POLICE tricycles, traffic signs, small foldable buildings and storage trailer as described in Exhibit "A", attached to this Agreement.
2. POLICE will accept the tricycles, traffic signs, small foldable buildings, and storage trailer, which shall be used solely within the City of Doral and the use shall be consistent with the 2017 Public Space Challenge Program goals and guidelines.
3. POLICE shall retain ownership and control of the tricycles, traffic signs, small foldable buildings, and storage trailer at all times. The POLICE shall not transfer, assign, trade, sell, lease or otherwise dispose of the storage trailer and/or any of the tricycles, traffic signs, small foldable buildings, and storage trailer.
4. POLICE agrees to comply with The Miami Foundation, 2017 Public Space Challenge program, FHWA Title 49, Code of Federal Regulations, Section 18.32 (49 CFR 18.32) Equipment (title to equipment acquired under The Miami Foundation grant).

5. Upon taking possession of the tricycles, traffic signs, small foldable buildings, and storage trailer, the POLICE is responsible for all maintenance of the equipment for the entire useful life of the equipment.

6. Upon taking possession of the tricycles, traffic signs, small foldable buildings, and storage trailer, the POLICE shall be responsible for any and all expenses, including but not limited to training expenses, 2017 Public Space Challenge Program activities, tag, title, insurance, maintenance, storage and transportation for the tricycles, traffic signs, small foldable buildings, and storage trailer. The POLICE agrees that at no time shall PP4K be liable or responsible for any costs incurred by the POLICE after the POLICE has accepted the tricycles, traffic signs, small foldable buildings, and storage trailer.

7. Upon taking possession of the tricycles, traffic signs, small foldable buildings, and storage trailer, the POLICE shall be responsible for all liability, to the extent provided by law, for the tricycles, traffic signs, small foldable buildings and storage trailer bicycles, storage trailer and use of the tricycles, traffic signs, small foldable buildings, and storage trailer. The POLICE agrees that at no time shall PP4K be responsible for any liability arising out of any use of the tricycles, traffic signs, small foldable buildings, and storage trailer after POLICE has taken possession of same.

8. POLICE shall provide, on an annual basis for five (5) years , an activity report with details of 2017 Public Space Challenge Program events held by the POLICE, including dates, number of students participating, and general overview of events and any other information required by PP4K in administration of the 2017 Public Space Challenge Program. The annual report will be due by June 30th each year.

9. All notices required pursuant to the terms hereof shall be sent, unless prior written notification of an alternate address for notices is sent, to the following addresses:

POLICE

City of Doral Police Department
Raul M. Ubieta, Interim Chief of Police
6100 NW 99 Avenue
Doral, FL 33178
305-593-6699

PARKS AND POLICE 4 KIDS., INC

Susie Castillo, Chair
8401 NW 53 Terrace
Doral, FL 33166

10. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is

agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document and executed by both parties.

11. Unless otherwise specifically stated herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

12. POLICE shall comply with all federal, state, and local laws and ordinances applicable to the activities thereof. POLICE shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of activities under this Agreement.

13. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of the Agreement thus invalidated or declared unenforceable is not material to the intended operation of the Agreement.

14. This Agreement shall take effect upon execution by both parties and remain in effect for five (5) years unless terminated in accordance with the paragraph 18 of this Agreement.

15. PP4K reserves the right to seek termination or cancellation of this Agreement in the event the POLICE shall be placed in either voluntary or involuntary bankruptcy. The PP4K further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

16. If PP4K determines that the performance of the POLICE is not satisfactory, PP4K shall notify the POLICE of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

17. When either party receives notice of claim for damages that may have been caused by the other party in performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.

18. PP4K may terminate this agreement immediately with cause and either party may terminate this Agreement upon thirty (30) days written notice without cause. Cause shall include but not be limited to instances involving gross negligence or gross neglect of duties, fraud, disloyalty, dishonesty or willful violation of any law or significant City policy committed in connection with this Memorandum of Agreement.

IN WITNESS WHEREOF, the PARKS AND POLICE 4 KIDS, INC., has executed this Agreement this 29 day of September, 2021 and the CITY OF DORAL POLICE DEPARTMENT has executed this Agreement this 29 day of September, 2021.

PARKS AND POLICE 4 KIDS, INC.,

Name: Susie Castillo

Title: Chair

Signature: _____

Date: 9/29/2021

CITY OF DORAL POLICE DEPARTMENT

Name: Raul M. Ubieta

Title: Interim Chief of Police

Signature: _____

Date: 9/29/2021

Legal Review: _____

Luis Figueredo, City Attorney

Attest: _____

Connie Diaz, City Clerk