

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, by and between The School Board of Miami-Dade County, Florida, and the City of Coral Gables, is being made for the mutual benefit of all parties for the purpose of installing an informational kiosk at the Coral Gables Youth Center at 405 University Drive, Coral Gables, FL 33134.

TERMS OF AGREEMENT

1. GENERAL RESPONSIBILITIES OF THE PARTIES:

The School Board of Miami-Dade County, Florida (M-DCPS), will loan one (1) informational kiosk to the City of Coral Gables for placement at the Coral Gables Youth Center. M-DCPS will arrange the delivery and installation of the kiosk. The kiosk will be fully interactive with a menu page that includes links to the Miami-Dade County Public Schools website, as well as to the following links as designated by the City of Coral Gables:

City of Coral Gables
<http://www.coralgables.com>

Parks and Recreation Department
<http://www.gablesrecreation.com>

Class Online Registration
<http://www.playgables.com>

The City of Coral Gables will initiate the technical support to place the unit at the Coral Gables Youth Center. The City will be responsible for the maintenance and upkeep of the kiosk.

The parties recognize their respective liability for certain tortious acts of their agents, officers, employees and invitees, and agree to be responsible respectively for all claims, liability, losses and/or causes of action that may arise from any negligent act or omission due to the acts of their agents, servants or employees to the extent and limits provided by law, said governmental entities subject to the limits provided in Section 768.28, Florida Statutes (the State of Florida's partial waiver of Sovereign Immunity); provided, however, that this provision shall not be construed as a waiver of any right or defense that the governmental entities have under said statute. Each party covenants to maintain sufficient professional, general liability and worker's compensation coverage (unless self-insured) regarding its respective liability throughout the term of this agreement.

2. **TERMINATION:**

This agreement will remain in effect indefinitely, unless terminated by either party. The party wishing to terminate this agreement must give the other party thirty (30) days written notice. M-DCPS will arrange for the removal of the kiosk.

3. **GOVERNING LAW AND VENUE:**

This agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida, venue in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this agreement.

Endorsed and agreed to by:

Office of the Mayor, City of Coral Gables

By: _____
(Insert Name & Title)

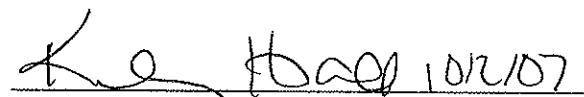
THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA (OFFICE OF
MARKETING)

By: _____
(Superintendent of Schools or Designee)

(Printed Name of Designee)

DATE: _____

Approved as to form:


10/2/07
School Board Attorney

Originating Office Administrator

APPROVED AS TO FORM

ELIZABETH M. HERNANDEZ
CITY ATTORNEY