

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby entered into this 15th day of June, 2022, by and between the Early Learning Coalition of Marion County, Inc. ("Coalition"), and City of Ocala, by and through Ocala Police Department ("Law Enforcement").

WHEREAS, Florida's early childcare Providers are an integral part of our state's educational and economic structures; developing young minds for the future and providing young children a safe environment as parents work to care for their families.

WHEREAS, investing in the security of the children in their care is critical due to the current trend of escalating violence in our society.

WHEREAS, each person signing this MOU warrants that he or she is duly authorized to do so and to bind the respective party, which has the institutional and managerial capability to ensure proper planning, management and completion of the activities described herein.

NOW THEREFORE, in consideration of the mutual promises as set forth herein, the Parties hereby agree as follows:

A. All Parties

1. The Coalition and Law Enforcement partner(s) agree to collaborate to establish which specific situations will require emergency notification:
 - a. From the Law Enforcement partner(s) to the Coalition.
 - b. From the Early Learning Coalition to Child Care Providers.
2. The Coalition and Law Enforcement partner(s) agree to collaborate to establish any follow-up emergency notification needs when situations are resolved.

B. Law Enforcement Responsibilities

1. Collaborate with the Coalition to establish a process for emergency notification to the Coalition.
2. When possible, provide emergency notification to Coalition designated staff during normal hours of operation, at a minimum, Monday through Thursday, 7:00am through 5:00pm; Friday, 7:00am through 3:30pm.
3. When possible, initiate and complete the emergency notification call(s) and any necessary follow up calls to Coalition.

C. Early Learning Coalition Responsibilities:

1. The Coalition shall establish designated staff who will be the contacts for Law Enforcement emergency notification and establish a process to ensure responsibilities are performed in the event of designated staff changes.
2. Designated staff shall be available for emergency notification purposes during normal hours of operation, as listed in section B.2.

3. Designated staff shall receive emergency notification call(s) from Law Enforcement contact.
4. Designated staff shall utilize available pearlsprepared.com to create Map Locator file, import file into Phonevite, choose pre-recorded message and send notification to Child Care Providers identified in Map Locator file.

D. Terms and Termination:

1. This MOU shall be effective on July 1, 2022 or on the date on which the last party has signed the MOU, whichever is later. The MOU term shall end on and is renewable upon mutual written consent of all Parties on an annual basis.
2. Participation in this agreement is voluntary and there will be no remuneration paid under the terms of this MOU. Any Party may terminate their participation in this agreement for any reason, upon thirty (30) days written notice to the other Parties.
3. Nothing contained in this Agreement shall be deemed or construed, either by the Parties hereto or by any third party, to create the relationship of principal and agent, or create any partnership, joint venture or other association between the Parties. Nothing in this agreement shall be deemed or construed as a waiver of either parties' rights or privileges under F.S. 768.28.

IN WITNESS WHEREOF, the Parties agree to the terms and conditions as set forth in this MOU, and upon placing their signatures on this MOU have hereby caused this MOU to be executed by their respective authorized officials.

Mike Balken

Name: Michael Balken
Chief of Police, Ocala, Police Department

07 / 18 / 2022

Date

Sarah Lankester

Name: Sarah Lankester
Chief Executive Officer, Coalition

6/15/22

Date

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr., City Attorney

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The document has been completed.