

MEMORANDUM

Agenda Item No. 8(I)(2)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: May 2, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution retroactively authorizing the County Mayor's action of executing a Memorandum of Understanding ("MOU") between Miami-Dade County ("County") and the Town of Medley ("Town"), providing for the donation of firearm range equipment to the County in exchange for the Town's use of the Miami-Dade Public Safety Training Institute & Research Center ("MDPSTIRC") at no cost for a term ending on January 6, 2025; and authorizing the County Mayor to execute amendments, provided that such amendments do not alter the term or purpose of the MOU

Resolution No. R-397-23

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.



Geri Bonzon-Keenan
County Attorney

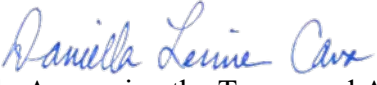
GBK/uw

Memorandum



Date: May 2, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Retroactively Approving the Terms and Authorizing the Execution of a Memorandum of Understanding Between Miami-Dade County and the Town of Medley

Executive Summary

This item retroactively approves the terms and authorizes the execution of a Memorandum of Understanding (MOU) with the Town of Medley (Town), allowing Miami-Dade County (County) to accept a donation of firearm range equipment from the Town in exchange for the Town's use of the Miami-Dade Public Safety Training Institute & Research Center (MDPSTIRC) at no cost for a term expiring on January 6, 2025. The Town recently made the difficult decision to close the Medley Police Department's Firearms Training Center (MPD Training Center) and desires to donate firearm range equipment to the County in exchange for the Town's use of the MDPSTIRC at no cost for a term expiring on January 6, 2025. Acquiring Medley's firearm range equipment will allow the MDPSTIRC to outfit its additional firearm ranges so it can accommodate local police agencies affected by the closure of MPD Training Center.

Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board) approve the attached resolution retroactively authorizing the County Mayor or County Mayor's designee's action of executing the MOU between the County and the Town, providing for the donation of firearm range equipment to the County in exchange for the Town's use of the MDPSTIRC at no cost for a term expiring on January 6, 2025. It is further recommended that the Board approve the resolution authorizing the County Mayor or County Mayor's designee to execute amendments to the MOU, provided that such amendments do not alter the term or purpose of the MOU.

Scope

The MDPSTIRC is located entirely within Commission District 12, however the donation of firearm equipment will provide for countywide services, as agencies at the federal, state, regional, tribal, and local level use the MDPSTIRC.

Delegation of Authority

The County Mayor or County Mayor's designee is retroactively authorized to execute an MOU between the County and the Town, allowing the County to receive donated firearm range equipment from the Town in exchange for the Town's no cost use of the MDPSTIRC for a term ending on January 6, 2025. The County Mayor or County Mayor's designee is further authorized to execute amendments to the MOU, provided that such amendments do not alter the term or purpose of the MOU.

Fiscal Impact/Funding Source

The Town desires to donate firearm range equipment to the County in exchange for the Town’s use of the MDPSTI at no cost for a limited term. Once the MOU expires, the Town will pay for its use of the MDPSTIRC. As such, there is no negative fiscal impact to the County.

Track Record/Monitor

Chief Carlos G. Gonzalez, of the Miami-Dade Police Department’s MDPSTIRC will oversee and monitor this MOU.

Background

The MPD Training Center has been an essential part of the South Florida law enforcement community for decades. The MPD Training Center has served military, federal, state, local, municipal and tribal law enforcement agencies; and has also served as the firearms training facility for local police academies within the region. The Town recently made the difficult decision to close the MPD Training Center and desires to enter into an MOU with the County for the mutual benefit of both parties.



Alfredo “Freddy” Ramirez III
Chief of Safety and Emergency Response



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: May 2, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(I)(2)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(2)
5-2-23

RESOLUTION NO. _____ R-397-23

RESOLUTION RETROACTIVELY APPROVING THE TERMS OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN MIAMI-DADE COUNTY ("COUNTY") AND THE TOWN OF MEDLEY ("TOWN"), PROVIDING FOR THE COUNTY TO ACCEPT CERTAIN FIREARM RANGE EQUIPMENT FROM THE TOWN IN EXCHANGE FOR THE TOWN'S USE OF THE MIAMI-DADE PUBLIC SAFETY TRAINING INSTITUTE & RESEARCH CENTER ("MDPSTIRC") AT NO COST FOR A TERM ENDING ON JANUARY 6, 2025; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS, PROVIDED THAT SUCH AMENDMENTS DO NOT ALTER THE TERM OR PURPOSE OF THE MOU

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Retroactively approves the terms of and authorizes the County Mayor or County Mayor's designee to execute a Memorandum of Understanding ("MOU"), in the form attached hereto as Exhibit A and incorporated herein, between Miami-Dade County ("County") and the Town of Medley ("Town"), providing for the County to accept a donation of "above-ground" firearm range equipment from the Town in exchange for the Town's use of the Miami-Dade Public Safety Training Institute & Research Center ("MDPSTIRC") at no cost for a term ending on January 6, 2025.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute amendments to the MOU with the Town, provided that such amendments do not alter the term or the purpose of the MOU provided in section 1 above.

The foregoing resolution was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

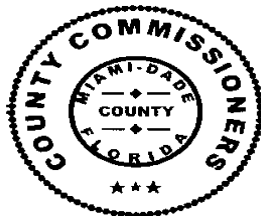
The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of May, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

LUIS G. MONTALDO, CLERK AD INTERIM

Basia Pruna

By: _____
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

Anita Viciano Zapata

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MIAMI-DADE COUNTY
AND
TOWN OF MEDLEY**

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of _____, 2023, by and between Miami-Dade County, Florida ("the County"), through the Miami-Dade Public Safety Training Institute & Research Center ("the MDPSTIRC"), and the Town of Medley, Florida ("the Town"), through the Medley Police Department's Firearms Training Center ("the MPD Training Center"), providing for the Town's donation of firearm range equipment to the County in exchange for the Town's use of the MDPSTIRC at no cost for a term expiring on January 6, 2025.

WHEREAS, the MDPSTI, located at 9601 N.W. 58th Street, Miami, Florida 33178, serves as a Florida Department of Law Enforcement (FDLE) Criminal Justice Standards and Training Commission Regional Training Center; and

WHEREAS, the MDPSTIRC is also the certifying agency for both the Miami-Dade Police Department (MDPD) and the Miami-Dade Corrections and Rehabilitation Department academies and provides all levels of training to local, state, and federal law enforcement agencies, as well as to members of other law enforcement and criminal justice agencies from around the world; and

WHEREAS, the Town, recently made the difficult decision to close its state-of-the-art Firearms Training Center (Center), consisting of three firing ranges, a SWAT tower, classroom facilities, vending areas and covered patios. As a result, the Town desires to donate firearm range equipment to the County in exchange for its use of the MDPSTI, at no cost, for a term defined herein; and

NOW, THEREFORE, BE IT KNOWN that the County and the Town, in consideration for mutual promises contained herein, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I. PURPOSE

This MOU sets forth the terms governing the relationship between the County and the Town, whereby the County will receive firearm range equipment from the Town and the County will allow the Town to use the MDPSTIRC at no cost for a term defined herein.

SECTION II. TOWN OF MEDLEY RESPONSIBILITIES

- A. The Town will donate firearm range equipment, as detailed in Exhibit 1 attached hereto, to the County in exchange for its use of the MDPSTIRC at no cost for a term defined herein.
- B. To schedule use of the MDPSTIRC, the Town will contact MDPSTIRC personnel to coordinate such use at a mutually convenient date and time and shall abide by all terms of the Memorandum of Understanding Between Miami-Dade County and Participating Entity For Use of the Miami-Dade Public Safety Training Institute, executed by and between the County and the Town on (date) and attached hereto as Exhibit 2.

SECTION III. MDPSTI RESPONSIBILITIES

- A. The MDPSTIRC will accept ownership of firearm range equipment received from the Town and shall be responsible for the transportation and delivery of such equipment from the MPD Training Center to the MDPSTIRC.
- B. The MDPSTIRC will waive all MDPSTIRC usage fees for the Town, providing usage at no cost, for the term defined herein.

SECTION IV. FEES AND PAYMENT

- A. The County agrees to waive all MDPSTIRC usage fees for the Town for the term defined herein.
- B. Upon the expiration of the term of this MOU, the Town shall be responsible for all costs associated with the use of the MDPSTIRC.

SECTION V. INDEMNIFICATION

Each party to this MOU agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this MOU, subject to the provisions of section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this MOU.

SECTION VI. NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this MOU.

SECTION VII. COMPLIANCE WITH LAWS

Each party shall comply with all applicable statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, and county governments.

SECTION VIII. EFFECTIVE DATE AND TERM

This MOU shall be effective upon signatures by all parties and will expire on January 6, 2025.

SECTION IX. AMENDMENT

All amendments to this MOU shall be made in writing and signed by the County and the Town. In the case of the County, the County Mayor or the County Mayor's designee are authorized

to amend this MOU. In the case of the Town, the Town Mayor or the Town Mayor's designee are authorized to amend this MOU.

SECTION X. EXECUTION

This MOU may be executed in one or more counterparts and shall become effective when executed by all parties.

IN WITNESS WHEREOF, the County and the Town have entered into this MOU and have caused it to be executed by their undersigned duly authorized officers.

FOR MIAMI-DADE COUNTY:

Daniella Levine Cava, Mayor

Date

Alfredo "Freddy" Ramirez III, Director
Miami-Dade Police Department

Date

ATTEST:

Luis G. Montaldo, Interim County Clerk
Miami-Dade County, Florida

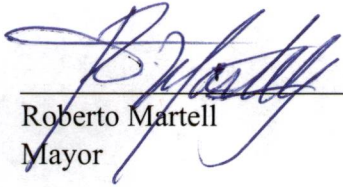
Date

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Anita Viciano Zapata
Assistant County Attorney
Miami-Dade County, Florida

Date

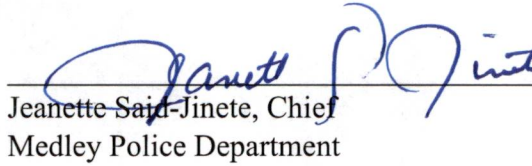
FOR THE TOWN OF MEDLEY:



Roberto Martell
Mayor

3/7/2023

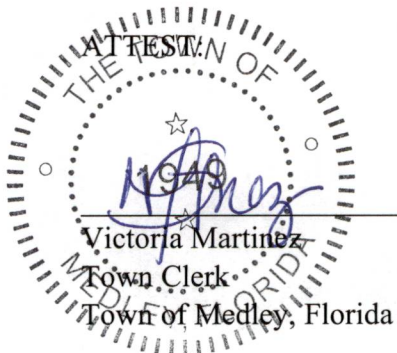
Date



Jeanette Said-Jinete, Chief
Medley Police Department

2/15/2023

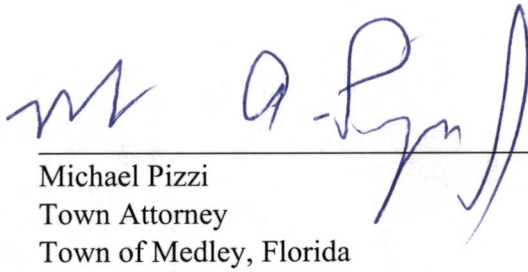
Date



3/7/2023

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Michael Pizzi
Town Attorney
Town of Medley, Florida

Date

Medley Range Equipment Donated to Miami-Dade County

Range 1

- One (1) blue loading and unloading barrel with stand

Range 2

- One (1) 36-inch x 136-feet x 3/8-inch thick Ballistic Steel Knee wall
- One (1) 24-volt transformer for target system
- One (1) P.A. system with two (2) exterior speakers
- One (1) wall-mounted rack for P.A. system
- One (1) Ingersoll Rand upright air compressor
- Two (2) blue loading and unloading barrel with stand

Range 3

- One (1) 36-inch x 136-feet x 3/8-inch thick Ballistic Steel Knee wall
- One (1) 24-volt transformer for target system
- One (1) P.A. system with two (2) exterior speakers
- One (1) wall-mounted rack for P.A. system
- One (1) Ingersoll Rand upright air compressor
- Two (2) blue loading and unloading barrel with stand

Miscellaneous Equipment

- Seven (7) portable barricade stands with wheels
- Twenty (20) extra target hangers

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MIAMI-DADE COUNTY
AND THE TOWN OF MEDLEY
FOR USE OF
THE MIAMI-DADE PUBLIC SAFETY TRAINING INSTITUTE**

This Memorandum of Understanding (MOU) is entered into by and between Miami-Dade County (the County), through the Miami-Dade Police Department (MDPD), and the Town of Medley (Participating Entity) for use of the Miami-Dade Public Safety and Training Institute (MDPSTI).

WHEREAS, the MDPSTI is located at 9601 N.W. 58th Street, Miami, Florida 33178; and

WHEREAS, the MDPSTI has, among other amenities, several firearm ranges, classrooms, defensive tactics rooms, fitness areas, a pool, and is fully staffed with certified law enforcement trainers; and

WHEREAS, all of the amenities are contained within the same complex; and

WHEREAS, the MDPSTI is the premier law enforcement training facility in the County; and

WHEREAS, due to the demand for use of the facility, the MDPD reserves the right to provide services based on availability of the amenities; and

WHEREAS, parties must comply with the financial responsibilities and safety requirements set forth in this document,

NOW, THEREFORE, BE IT KNOWN that Miami-Dade County, a political subdivision of the State of Florida, and the undersigned Participating Entity, in consideration for mutual promises contained herein, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I. PURPOSE

This MOU sets forth the protocols under which the Participating Entity will schedule the MDPSTI for use; comply with financial responsibilities; and conduct itself in a manner that protects the safety of all involved individuals.

SECTION II. PARTICIPATING ENTITY RESPONSIBILITIES

- A. The Participating Entity shall contact the appropriate MDPSTI personnel no less than 48 hours in advance to schedule the use of the MDPSTI facility for no more than 30 days outward. All efforts will be made to accommodate the Participating Entity's request. Accommodations will be made according to prior commitments and available space. For good cause, the advance notice requirement may be waived or modified in the discretion of the MDPSTI Director or designee.
- B. The Participating Entity will provide necessary equipment in order to comply with training and safety requirements (e.g. weapons, ammunition, backers, clips, targets, safety goggles, ear protection, proper attire, etc.). No person will be allowed to use the facility without proper safety equipment.
- C. The Participating Entity and its personnel shall be responsible for policing the firearms range(s) used.
- D. All MDPSTI areas used by Participating Entity and their personnel will be left in a clean, orderly fashion. If used areas are not clean prior to use, the Participating Entity personnel are responsible for bringing the unsatisfactory conditions to the attention of MDPSTI personnel.
- E. The Participating Entity should make provisions for food and water if desired.
- F. The Participating Entity shall abide by all rules and regulations applicable to all areas of the MDPSTI.

SECTION III. MDPSTI RESPONSIBILITIES

- A. The MDPSTI will provide pre-arranged time periods for use of the firearms range(s), classrooms, fitness area, and any other amenity agreed to in advance by the parties.
- B. MDPSTI shall assign a range duty officer to be present for each day of firearms training.
- C. MDPSTI will have personnel on site to answer any questions and address any concerns of the Participating Entity and their personnel.

SECTION IV. CONFIDENTIALITY

- A. The Participating Entity and the MDPSTI agree to keep any and all information such as, but not limited to, training information, tactics, tactical intelligence, law enforcement officer information, and schematics or any other information that may compromise the security of the facility and/or the safety of the employees, confidential pursuant to Florida Law.

SECTION V. INDEMNIFICATION

- A. Liability for Claims by Participating Entity, its Agents, Employees, or Personnel. The County is not liable to the Participating Entity agents, employees, or personnel for damage to the Participating Entity's equipment, or injury or death to Participating Entity personnel or any individual present at the MDPSTI in connection with the Participating Entity, unless negligence on the part of the County causes said damage. In consideration for the use of the County facilities, the Participating Entity agrees, within the limits and procedures set forth under applicable federal and state law, to indemnify and hold harmless the County for any and all costs of defense, professional fees, or judgment amounts relating to any claim for personal injury or property damage brought by the Participating Entity, by Participating Entity agents, employees, or personnel, by any individual present at the MDPSTI in connection with the Participating Entity, or by any third party, when those injuries or damages were caused by the Participating Entity or its agents, employees, or personnel in connection with the Participating Entity's performance under this MOU, or by any individual present at the MDPSTI in connection with the Participating Entity.
- B. Except as provided for above in Section V.A., each party to this MOU agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees, personnel, or participants while participating herein and pursuant to this MOU, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this MOU.

C. Federal Agencies Only: The Participating Entity is responsible, under the terms of the Federal Tort Claims Act (FTCA), 28 U.S.C. 1346(b), 2671-2680, or the Military Claims Act (MCA), 10 U.S.C. § 2733, as applicable, to the County and any third parties for any injury to persons or damage to property proximately caused by the acts or omissions of Participating Entity agents, employees, or personnel acting within the scope of their employment. The County or injured third parties may use the FTCA or MCA to recover losses caused as a result of the training exercise that are not repaired or compensated or adequately by the Participating Entity using other means. The FTCA provides a means of recovery for damages or injuries caused by military personnel conducting noncombat activities, including training, that are not the result of negligent acts. In no case will the Participating Entity's liability exceed that allowable under applicable law, including the FTCA and MCA. In consideration for the use of the County facilities, the Participating Entity agrees, within the limits and procedures set forth in the FTCA and MCA, to indemnify and hold harmless the County for any and all costs of defense, professional fees, or judgment amounts relating to any claim for personal injury or property damage brought by third parties when those injuries or damages were caused by the Participating Entity, by Participating Entity agents, employees, or personnel, by and individual present at the MDPSTI in connection with the Participating Entity or its agents, employees, or personnel in connection with the Participating Entity's performance under this MOU, or by any individual present at the MDPSTI in connection with the Participating Entity.

SECTION VI. COMPLIANCE WITH LAWS

Each party shall comply with all applicable statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, and county governments.

SECTION VII. EFFECTIVE DATE, TERM, AND MODIFICATION

This MOU shall be effective when signed by all parties. If the terms of this MOU cannot be met, either party may cancel in writing with no less than a 24 hour notice. The MDPSTI reserves the right to demand a Participating Entity's personnel leave the premises at any time or deny a Participating Agency's access to the MDPSTI facility at any time for breach of safety requirements. Any individual who fails to

immediately comply with any directive to leave the premises may be subject to arrest. Furthermore, the MDPD reserves the right to deny a Participating Entity the use of the MDPSTI facility for abusive cancellation practices or cancellation without proper notice.

SECTION VIII. EXECUTION

This MOU may be executed in one or more counterparts, and shall become effective when executed by all parties.

SECTION IX. USAGE

The Parties agree to use the MDPSTI facilities listed below on _____ date(s).

Firearms Range(s) _____

Classroom(s) _____

Fitness Center _____

Swimming Pool _____

Survival City _____

Other _____

SIGNATURES BEGIN ON THE NEXT PAGE

IN WITNESS WHEREOF, the Parties have entered into this MOU and have caused this MOU to be executed by their undersigned officers, duly authorized.

MIAMI-DADE COUNTY:

Daniella Levine Cava, Mayor

Date

Alfredo "Freddy" Ramirez III, Director
Miami-Dade Police Department

11/23/22
Date

ATTEST:

Harvey Ruvin, County Clerk
Miami-Dade County, Florida

Date

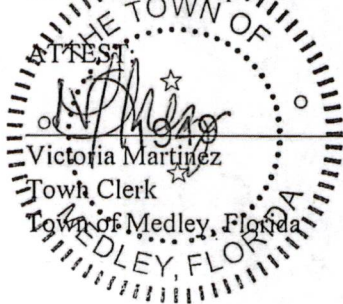
PARTICIPATING ENTITY:

Roberto Martell, Mayor
Town of Medley, Florida

11/29/22
Date

Jeanette Said-Jinete, Chief
Medley Police Department

11/29/2022
Date



11/29/22
Date

Memorandum



Date: November 21, 2022

To: Daniella Levine Cava, Mayor
Miami-Dade County

Attn: Alfredo "Freddy" Ramirez III
Chief of Safety and Emergency Response

From: Alfredo "Freddy" Ramirez III, Director
Miami-Dade Police Department

Subject: Resolution Retroactively Approving the Terms and Authorizing the Execution of a Memorandum of Understanding Between Miami-Dade County and the Town of Medley Providing for the Donation of Firearms Range Equipment

Attached for your review and subsequent approval is a Miami-Dade County Board of County Commissioners agenda item regarding the above subject for inclusion in the next available Commission meeting.

AR/lf

Attachments (4)

1. Agenda Review Form
2. Memorandum
3. Resolution
4. Exhibit A - Memorandum of Understanding