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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

MEMORANDUM

Agenda Item No. 8(I)(1)

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

DATE: July 6, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the terms and authorizing the County Mayor to execute the amended Memorandum of Understanding ("MOU") between Miami-Dade County and participating entities for use of the Miami-Dade Public Safety Training Institute & Research Center ("MDPSTIRC"), allowing the County to charge participating entities a fee for use of the MDPSTIRC; authorizing the County Mayor to exercise the cancellation and amendment provisions contained therein; and authorizing the County Mayor to receive usage fees from participating entities, deposit said fees into the Police Training Trust Fund created pursuant to the Adoption of Resolution No. R-1379-86, and to expend such fees on Board-approved activities as outlined in Resolution No. R-1379-86

Resolution No. R-601-23

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/gh

MDC001

Memorandum



Date: July 6, 2023

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

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Resolution Approving the Terms and Authorizing the Execution of an Amended Memorandum of Understanding Between Miami-Dade County and Participating Entities for Use of the Miami-Dade Public Safety Training Institute & Research Center

Executive Summary

On August 31, 2020, the Board of County Commissioners (Board) adopted Resolution No. R-858-20, approving the terms, and authorizing the execution of a Memorandum of Understanding (MOU) between Miami-Dade County (County) and participating entities for use of the Miami-Dade Public Safety Training Institute (MDPSTI). Resolution No. R-858-20 did not permit the County Mayor or County Mayor's designee to execute amendments to the MOU. The County now would like to amend the MOU substantively to charge participating entities a fee for use of the facilities, and administratively to reflect the recent name change of the MDPSTI to the Miami-Dade Public Safety Training Institute & Research Center (MDPSTIRC).

Recommendation

It is recommended that the Board approve the attached resolution approving the terms and authorizing the County Mayor or County Mayor's designee to execute the amended template MOU between the County and participating entities for use of the MDPSTIRC. It is further recommended that the Board approve the attached resolution authorizing the County Mayor or County Mayor's designee to exercise the cancellation provision, and to execute amendments, provided that such amendments only pertain to usage fees.

Scope

Although located entirely within Commission District 12, represented by Commissioner Juan Carlos Bermudez, the MDPSTIRC provides countywide services because it is used by law enforcement agencies from all around the County, state, and nation.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute the amended template MOU between the County and participating entities for use of the MDPSTIRC, exercise the cancellation provision contained therein, and execute amendments pertaining only to usage fees. The County Mayor or County Mayor's designee is further authorized to receive usage fees from participating entities, deposit said usage fees into the Police Training Trust Fund created pursuant to the adoption of Resolution No. R-1379-86, and expend collected funds on Board approved activities, as outlined in Resolution No. R-1379-86.

Fiscal Impact/Funding Source

Each entity wishing to use the MDPSTIRC must pay the Board approved usage fees as outlined in the amended template MOU. As such, there is no negative fiscal impact to the County.

Track Record/Monitor

To ensure compliance, Assistant Director Gustavo Knoepffler, of MDPD's Fiscal & Departmental Services, and Chief Carlos D. Gonzalez, of the MDPSTIRC, will track and monitor the MOUs.

Background

The County desired the creation of a multi-agency safety training center that could meet the needs of local, state, and federal public safety agencies, and on May 18, 2009, the MDPD's Training Bureau was officially transformed into the MDPSTI. The County once again refreshed the MDPSTI, and on November 28, 2022, the MDPSTI became the MDPSTIRC.

The MDPSTIRC, located on a 35-acre campus in Doral, Florida, is home to state-of-the-art firearm ranges, as well as a tactical shoot house, physical agility course, computer lab, fully equipped classrooms, gymnasiums and regulation basketball court, aquatic training center, fitness center, outdoor training spaces, conference rooms, and training library. The MDPSTIRC houses staff from the MDPD, the Miami-Dade Corrections and Rehabilitation Department (MDCR), and the Federal Bureau of Investigation; and is the certifying agency for the MDPD and MDCR academies and in-service training programs. The MDPSTIRC also serves as a Florida Department of Law Enforcement (FDLE) Criminal Justice Standards and Training Commission regional training center. Additionally, the MDPSTIRC provides all levels of departmental training for police, the corrections and public service aide academies, in-service training, specialized and technical training, management, and executive level training. Training is also provided for local, state, and federal law enforcement agencies, as well as members of other law enforcement and criminal justice agencies from around the world. The MDPSTIRC has successfully accommodated all requests from law enforcement agencies at the local, state, and federal level for the use of the MDPSTIRC. However, the MDPSTIRC has seen a significant increase in requests for use of the facilities due to the closing of the Medley Police Department's Firearms Training Center. The recent increase in requests for use of the MDPSTIRC have resulted in accelerated wear-and-tear on firearm range equipment requiring maintenance, repair, and replacement. To cover the costs associated with this additional usage, the County desires the ability to charge participating entities a fee for usage. As such, the attached resolution approves the terms and authorizes the execution of the amended template MOU, providing the authority to charge participating entities a fee for use of the facilities. Administrative changes to the amended template MOU were also made to reflect the name change of the MDPSTI to the MDPSTIRC.



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: July 6, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(I)(1)

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)(1)
7-6-23

RESOLUTION NO. R-601-23

RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AMENDED MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN MIAMI-DADE COUNTY AND PARTICIPATING ENTITIES FOR USE OF THE MIAMI-DADE PUBLIC SAFETY TRAINING INSTITUTE & RESEARCH CENTER ("MDPSTIRC"), ALLOWING THE COUNTY TO CHARGE PARTICIPATING ENTITIES A FEE FOR USE OF THE MDPSTIRC; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE CANCELLATION AND AMENDMENT PROVISIONS CONTAINED THEREIN; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE USAGE FEES FROM PARTICIPATING ENTITIES, DEPOSIT SAID FEES INTO THE POLICE TRAINING TRUST FUND CREATED PURSUANT TO THE ADOPTION OF RESOLUTION NO. R-1379-86, AND TO EXPEND SUCH FEES ON BOARD-APPROVED ACTIVITIES AS OUTLINED IN RESOLUTION NO. R-1379-86

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. Approves the terms of the amended Memorandum of Understanding, in substantially the form attached hereto and labeled as Exhibit A and incorporated herein by reference, between Miami-Dade County and Participating Entities for use of the Miami-Dade Public Safety Training Institute & Research Center (MDPSTIRC), and further authorizes the County Mayor or County Mayor's designee to execute future Memoranda of Understanding with

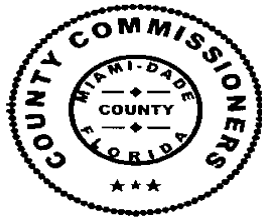
participating entities, exercise the cancellation provision contained therein, and execute amendments, provided that such amendments only apply to usage fees and are consistent with this resolution.

Section 2. Authorizes the County Mayor or County Mayor’s designee to receive usage fees from participating entities, deposit said fees into the Police Training Trust Fund created pursuant to the adoption of Resolution No. R-1379-86, and to expend such fees on Board-approved activities as outlined in Resolution No. R-1379-86.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Juan Carlos Bermudez** 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	absent
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	absent
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of July, 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

JUAN FERNANDEZ-BARQUIN, CLERK

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "AVZ", is written over a horizontal line.

Anita Viciano Zapata

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MIAMI-DADE COUNTY
AND [PARTICIPATING ENTITY]
FOR USE OF
THE MIAMI-DADE PUBLIC SAFETY TRAINING INSTITUTE & RESEARCH CENTER**

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

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

WHEREAS, the MDPSTIRC 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 MDPSTIRC 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 MDPSTIRC 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 MDPSTIRC personnel no less than 48 hours in advance to schedule the use of the MDPSTIRC 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 [INSERT APPROPRIATE PERSON(S)].
- 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 MDPSTIRC 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 MDPSTIRC 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 MDPSTIRC.
- G. The Participating Entity shall comply with the financial responsibilities of using the MDPSTIRC as detailed in Section X. of this MOU.

SECTION III. MDPSTIRC RESPONSIBILITIES

- A. The MDPSTIRC 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. MDPSTIRC shall assign a range duty officer to be present for each day of firearms training.

- C. MDPSTIRC 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 MDPSTIRC agree to keep any and all information including, 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 MDPSTIRC 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 MDPSTIRC 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 MDPSTIRC 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 the Participating Entity, by Participating Entity agents, employees, or personnel, by any individual present at the MDPSTIRC in connection with the Participating Entity, or by any third party, when those injuries or damages were caused by the Participating Entity, its agents, employees, or personnel in connection with the Participating Entity's performance under this MOU.

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

- A. This MOU shall be effective when signed by all parties and shall expire once services are rendered and payment is received.

- B. If the terms of this MOU cannot be met, either party may cancel in writing with no less than a 24 hour notice. The MDPSTIRC 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 MDPSTIRC 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 MDPSTIRC facility for abusive cancellation practices or cancellation without proper notice.
- C. The County, through the MDPSTIRC, may amend this MOU. Amendments to this MOU shall only pertain to usage fees.

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 that the Participating Entity will use the MDPSTIRC locations indicated below on the listed date(s) and times.

Firearms Range(s) _____

Classroom(s) _____

Fitness Center _____

Swimming Pool _____

Survival City _____

Other _____

DATE(S): _____

TIMES: _____

SECTION X. USAGE FEES

- A. The Participating Entity shall pay \$500 to the MDPD to use the MDPSTIRC for one-half day (four hours). Payment must be submitted no later than 10 business days after receipt of invoice.
- B. The Participating Entity shall pay \$1000 to the MDPD to use the MDPSTIRC for one full day (eight hours). Payment must be submitted no later than ten business days after receipt of invoice.

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

Date

ATTEST:

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

Date

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Assistant County Attorney
Miami-Dade County, Florida

Date

PARTICIPATING ENTITY

Name of Authorized Signatory
Title

Date

ATTEST:

Name of Clerk
Title

Date

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Name
Title

Date