

MEMORANDUM

Agenda Item No. 8(I)(2)

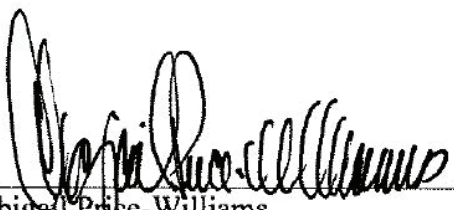
TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: August 31, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the terms of the Memorandum of Understanding between Miami-Dade County, by and through the Miami-Dade Police Department, and participating entities for use of the Miami-Dade Public Safety Training institute; authorizing the County Mayor to execute the Memorandum of Understanding with governmental law enforcement agencies, and to exercise all provisions contained therein

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Joe A. Martinez.



Abigail Price-Williams
County Attorney

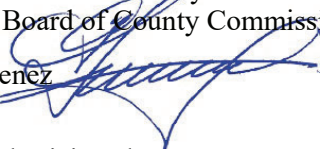
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Memorandum



Date: August 31, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing the County Mayor or the County Mayor's Designee to Execute the Memorandum of Understanding Between Miami-Dade County and Participating Entities for Use of the Miami-Dade Public Safety Training Institute

Recommendation

It is recommended that the Miami-Dade County Board of County Commissioners (the Board) approve the attached resolution approving the terms of the Memorandum of Understanding between Miami-Dade County (the County), by and through the Miami-Dade Police Department (MDPD) and Participating Entities for the use of the Miami-Dade Public Safety Training Institute (MDPSTI), and authorizing the County Mayor or the County Mayor's designee to execute the Memorandum of Understanding with governmental law enforcement agencies and to exercise the provisions contained therein. This resolution authorizes the County Mayor or the County Mayor's designee to allow governmental law enforcement agencies to utilize the MDPSTI for the education and training purposes outlined in the Memorandum of Understanding (MOU), and to exercise all provisions contained therein.

Scope

This MOU will support countywide services.

Delegation of Authority

The County Mayor or the County Mayor's designee is authorized to execute the MOU between the County and governmental law enforcement agencies for use of the MDPSTI, and to exercise the provisions contained therein.

Fiscal Impact/Funding Source

There is no fiscal impact to the County.

Track Record/Monitor

Major Carlos Gonzalez, of the MDPD's MDPSTI, will track and monitor this MOU.

Background

The vision of a multi-agency public safety training center that could meet the needs of local, state, and federal public safety agencies became a reality on May 18, 2009, when the MDPD's Training Bureau was officially transformed into the MDPSTI.

Based on unified shared training initiatives with MDPSTI partners, the MDPSTI now houses staff from the MDPD, the Miami-Dade Corrections and Rehabilitation Department (MDCR), and the Federal Bureau of Investigation.

In addition, the MDPSTI serves as a Florida Department of Law Enforcement (FDLE) Criminal Justice Standards and Training Commission regional training center. With the addition of the correctional training certificate to its training school certification from FDLE, the MDPSTI is now the certifying agency for both the MDPD and the MDCR academies and in-service training programs.

The MDPSTI 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. In addition, training is 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.

As the centralized training center for both MDPD and MDCR, the MDPSTI is located on a 35-acre campus in Doral, Florida. It is home to three state-of-the-art firearm ranges, as well as a tactical shoot-house, physical agility course, computer lab, fully-equipped classrooms, gymnasium and regulation basketball court, aquatic training center, fitness center, outdoor training spaces, conference rooms, and training library.

Most MDPSTI training facilities are available for use free of charge to partner agencies (MDCR and FDLE). However, other law enforcement and criminal justice agencies have requested the use of some of the MDPSTI facilities. The attached resolution serves to authorize the MOU that memorializes the policies and procedures required of those participating governmental entities that want to use the MDPSTI facilities.

Social distancing and the use of facial coverings will be mandatory at facilities in order to comply with CDC COVID-19 guidelines.



Maurice L. Kemp
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: August 31, 2020

FROM: Abigail Price-Williams
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)
8-31-20

RESOLUTION NO. _____

RESOLUTION APPROVING THE TERMS OF THE MEMORANDUM OF UNDERSTANDING BETWEEN MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE POLICE DEPARTMENT, AND PARTICIPATING ENTITIES FOR USE OF THE MIAMI-DADE PUBLIC SAFETY TRAINING INSTITUTE; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH GOVERNMENTAL LAW ENFORCEMENT AGENCIES, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the terms of the Memorandum of Understanding Between Miami-Dade County and Participating Entities for the Use of the Miami-Dade Public Safety Training Institute; and authorizes the County Mayor or the County Mayor's designee to execute the Memorandum of Understanding with governmental law enforcement agencies, in substantially the form attached hereto and incorporated herein by reference, and to exercise all provisions contained therein, as may be necessary on behalf of Miami-Dade County.

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

Audrey M. Edmonson, Chairwoman

Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.

Jose "Pepe" Diaz

Eileen Higgins

Joe A. Martinez

Dennis C. Moss

Xavier L. Suarez

Daniella Levine Cava

Sally A. Heyman

Barbara J. Jordan

Jean Monestime

Sen. Javier D. Souto

The Chairperson thereupon declared this resolution duly passed and adopted this 31st day of August, 2020. 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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Anita Viciano Zapata

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MIAMI-DADE COUNTY
AND [PARTICIPATING ENTITY]
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 _____ (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 [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 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 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 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 FCTA and MCA. In consideration for the use of the County facilities, the Participating Entity agrees, within the limits and procedures set forth in the FCTA 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 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.

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

