



## Village of Biscayne Park Commission Agenda Report

**Village Commission Meeting Date:** July 7, 2015

**Subject:** Resolution 2015-37

**Prepared By:** Chief Cornelius McKenna

**Sponsored By:** Staff

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### Background

A revised Hold Harmless Agreement for the use of the Medley Police Firearms training Center between the Town of Medley and the Village of Biscayne Park is needed to continue the long term practice of the Town allowing the Village to utilize their facility for firearms training.

**Fiscal / Budget Impact:** N/A

**Recommendation:** Approval of Resolution 2015-37

### Attachments:

- Resolution 2015-37
- Hold Harmless Agreement



1 PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2015.

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**The foregoing resolution upon being put to a vote, the vote was as follows:**

\_\_\_\_\_  
David Coviello, Mayor

Mayor Coviello: \_\_\_\_\_  
Vice Mayor Anderson: \_\_\_\_\_  
Commissioner Jonas: \_\_\_\_\_  
Commissioner Ross: \_\_\_\_\_  
Commissioner Watts: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Maria C. Camara, Village Clerk

Approved as to form:

\_\_\_\_\_  
John J. Hearn, Village Attorney

**TOWN OF MEDLEY**  
**TEMPORARY LICENSE AND HOLD HARMLESS AGREEMENT**  
**FOR USE OF THE MEDLEY POLICE FIREARMS TRAINING CENTER**

THIS TEMPORARARY LICENSE AND HOLD HARMLESS AGREEMENT (this "Agreement") is made by and between the **THE TOWN OF MEDLEY**, a Florida municipal corporation, herein referred to as the LICENSOR, and The Village of Biscayne Park hereinafter referred to as the LICENSEE, which term shall include, if applicable, the LICENSEE'S officers, agents, employees or representatives and who address is 640 NE 114th St Biscayne Park, FL 33161

WHEREAS, the LICENSEE desires to use the facilities operated and maintained by the LICENSOR for the purpose of conducting firearms and other related training for its officers, agents, employees or representatives, and the LICENSOR has the appropriate facilities for such, which facilities are known as the MEDLEY POLICE FIREARMS TRAINING CENTER located at 9700 N.W. 97<sup>th</sup> Avenue, Medley, Florida 33178 (hereinafter the "Facility" or "Premises").

THEREFORE, the parties agree as follows:

1. **GRANT OF TEMPORARY LICENSE.** The LICENSOR hereby grants to the LICENSEE a temporary and revocable license to occupy and use, subject to all terms and conditions stated or referenced herein, and further subject to any other rules and regulations for use of the Facility as the LICENSOR may establish from time to time, the Premises, including available parking areas.
2. **TERM/USE OF PREMISES.** The Facility, its appurtenances and fixtures, may be temporarily occupied and used by the LICENSEE to conduct firearms training and other related activities during such days and dates as are mutually agreeable to the LICENSOR and LICENSEE. All dates and types of training shall be coordinated in advance with the LICENSOR who expressly reserves the right to restrict or modify the use, type, activity, duration or date of any such training as the LICENSOR deems reasonably necessary and/or appropriate.
3. **PAYMENT.** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR the agreed upon rate as set forth in the MEDLEY POLICE FIREARMS

TRAINING CENTER FEE SCHEDULE (the "Range Usage Fee Schedule") attached hereto and incorporated herein. Appropriate payment pursuant to the Range Usage Fee Schedule shall be promptly remitted and made payable to the Town of Medley Police Department's Office without demand. Failure to remit payment within 30 days of use of the facility may result in the accrual of interest at the approved statutory rate and may result in the immediate suspension and/or termination of LICENSEE'S privileges herein.

4. **CONDITION OF PREMISES.** The LICENSEE acknowledges and agrees that it is temporarily using and occupy the Premises without any warranties or representations by LICENSOR as to the condition or suitability of the Premises for the uses intended, and agrees to maintain the Premises in a clean and usable condition and will be responsible for all reasonable necessary and/or appropriate clean up and restoration of the Premises after each use by the LICENSEE. If the Premises are not returned to a clean and usable condition, as determined in the sole discretion of the LICENSOR, the LICENSOR reserves the right to restore the Premises and the cost of such shall be paid by the LICENSEE.

5. **INDEMNITY/HOLD HARMLESS.**

a. If LICENSEE is a county, state or federal governmental entity, LICENSEE agrees to the extent permitted by F.S. § 768.28 or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. (FTCA) to indemnify and hold LICENSOR harmless from any damages sustained as a result of the LICENSEE's use of the Premises and the negligent or wrongful act or omission of LICENSEE's officers, agents, employees or representatives arising out of its use or occupancy of the Premises.

b. If the LICENSEE is a private or non-governmental agency, LICENSEE agrees, with the respect to its use and occupancy of the Premises to defend LICENSOR, its agents, servant, employees, officers and directors, against any, all and every demand, claim, assertion of liability, or action arising or alleged to have arisen out of any act or omission of LICENSEE, its officers, agents, employees or representatives, and to indemnify and hold LICENSOR harmless for any damages sustained as a result of LICENSEE'S use or occupancy of the Premises, including bodily injury and property damage .

c. The LICENSEE agrees to repair or replace any damage to the Premises and to any real or personal property of the LICENSOR or third parties caused by the acts or omissions of the LICENSEE and occurring while the Premises are under the control and use of LICENSEE, and further agrees to be solely responsible for any award or payment

and expenses (including any right of subrogation) of any workers' compensation claim by any of the LICENSEE'S officers, employees or appointees that may result from the use of the Premises or activities thereon.

6. **THIRD PARTY.** LICENSEE shall not and is expressly prohibited from introducing, inviting or allowing any third parties into the Premises or Facility without the express consent of the LICENSOR. In the event LICENSEE does in fact allow or invite a third party or utilizes the services of a third party for training purposes, LICENSEE agrees to indemnify and hold harmless the LICENSOR from any damage or claims which may result from the acts or omissions of the third party. LICENSOR reserves the right to deny access to any third party, who, in the opinion of LICENSOR, is not qualified to provide such training.

7. **ASSUMPTION OF THE RISK.** Participation in the training and use of the Facility contemplated by this Agreement may carry certain inherent risks or dangers of which a reasonably prudent person would be aware. To that extent, LICENSEE acknowledges, agrees and hereby assumes the risks associated with all training and other related activities contemplated herein and the use of the Facility. LICENSEE agrees to indemnify and hold LICENSOR harmless for any injuries that occur as a result of LICENSEE's use of the Facility. LICENSEE further acknowledges and agrees that LICENSOR does not and shall not provide supervision or control of the Premises during LICENSEE's use of and operations at the Facility, and that LICENSEE shall be solely responsible for all supervision, control, activities and safety of its officers, agents, employees or representatives during such use.

8. **TERMINATION.** This Agreement shall remain in full force and effect until terminated by any party hereto. This Agreement may be terminated, at will, by a party hereto giving written notice thereof to the other party. In the event that LICENSEE terminates this Agreement, LICENSEE shall remain responsible for payment of any outstanding amounts already due and payable to LICENSOR.

9. **REGULATION; COMPLIANCE WITH LAWS; PROHIBITION OF USE OF REAL PHOTOS OR IMAGES.** During the performance of this Agreement, the LICENSEE agrees to and shall comply with any and all administrative, operational and safety rules and regulations established by the LICENSOR, its agents, and/or employees, and all applicable federal, state and local laws, at all times during the use and operation of the Premises by the LICENSEE.

The use or application by LICENSEE, or its officers, agents, employees or representatives, of photographic investigative lineups or mug shots of suspects for training or other related activities, including target or shooting practice, shall be specifically and expressly prohibited at the Facility.

Any breach of any rule or regulation established by the LICENSOR, or applicable laws, shall result in the immediate termination of LICENSEE's use of the Premises and in the LICENSOR'S sole discretion, termination of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Temporary License and Hold Harmless Agreement for use of the Medley Police Firearms Training Center on the day and year stated below.

**LICENSOR:**

**TOWN OF MEDLEY**, a Florida municipal corporation

By: \_\_\_\_\_

Jeanette Said-Jinete, Chief of Police

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by Jeanette Said-Jinete, as Chief of Police, of the Town of Medley, Florida, a Florida municipal corporation, who is personally known to me or who has produced his/her driver's license and who did/did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida at Large

**LICENSEE:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_ [insert name of agency], as \_\_\_\_\_ [insert title], of \_\_\_\_\_ [Insert name of agency] who is personally known to me or who has produced his/her driver's license and who did/did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida at Large

# Medley Police Firearm Training Center

## 2015 - Fee Chart

<b>Range Usage</b>	<b>Day Time Fee 07:00 - 15:00</b>	<b>Night Time Fee 15:00 - 23:00</b>	<b>Minimum Usage</b>
Full Day	\$360.00	\$360.00	8 hours
Half Day	\$180.00	\$180.00	4 hours
Weekends	\$500.00	\$500.00	4/8 hours
Cancellation	\$75.00	\$75.00	Two Day Notice
Classroom	\$75.00	\$75.00	4/8 hours
No Show	\$75.00	\$75.00	No Call