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3 **RESOLUTION NO. 2012-51**  
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION**  
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA;**  
7 **ACCEPTING THE DONATION OF A 2006 FORD**  
8 **CROWN VICTORIA AND A 2006 DODGE CHARGER**  
9 **FROM THE CITY OF AVENTURA; AUTHORIZING**  
10 **THE VILLAGE MANAGER TO ACCEPT TITLE TO**  
11 **THE VEHICLES TO BE USED WITHIN THE**  
12 **VILLAGE'S POLICE DEPARTMENT; AND**  
13 **PROVIDING FOR AN EFFECTIVE DATE.**  
14

15 **WHEREAS**, a donation and gift policy exists in the Village of Biscayne Park which  
16 provides direction to the Village Manager regarding same; and,  
17

18 **WHEREAS**, the Village desires to promote consistency and transparency; and,  
19

20 **WHEREAS**, consistent with the proposed gift policy the Village Manager is seeking  
21 authorization to accept one 2006 Ford Crown Victoria and one 2006 Dodge Charger from the  
22 City of Aventura, which vehicles bear a Kelley Blue Book value of \$5,900 2006 Ford Crown  
23 Victoria and \$9,600 for the 2006 Dodge Charger; and,  
24

25 **WHEREAS**, the Village Manager would like to accept title to the vehicles and to use  
26 the vehicles to enhance the Village's Police Department fleet; and,  
27

28 **WHEREAS**, the Village Manager, as the Chief administrative officer of the Village, is  
29 seeking authorization to accept the vehicles from the City of Aventura, to have title transferred  
30 to the Village, and to mark and stripe the vehicles for Village police use.  
31

32 **NOW THEREFORE IT IS HEREBY RESOLVED BY THE MAYOR AND VILLAGE**  
33 **COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**  
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35  
36 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as  
37 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.  
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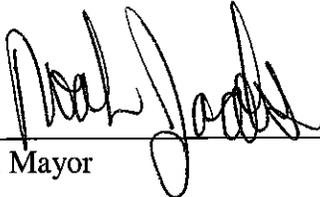
39 **Section 2.** The Mayor and Village Commission authorize the Village Manager to  
40 accept the donation of one 2006 Ford Crown Victoria and one 2006 Dodge Charger from the  
41 City of Aventura, and is authorized to obtain title to the vehicles and expend such funds as is  
42 necessary to make the vehicles part of the Village Police Department's fleet (striping,  
43 identifying markers, etc).  
44

45 **Section 3.** This Commission approves the agreement for the donation of police  
46 vehicles between the City of Aventura and the Village of Biscayne Park and authorizes the  
47 Village Manager to execute the agreement. The agreement, in substantial form, is attached and  
48 incorporated by reference into this resolution as exhibit 1.  
49

1  
2           **Section 4.**     The Mayor and Village Commission recognize the generosity of the City  
3 of Aventura, a sister city, and recognizes the efforts of the Village Manager and her staff in  
4 obtaining the donation.  
5

6           **Section 5.**     This Resolution shall become effective upon adoption.  
7

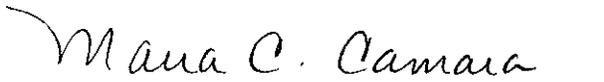
8           PASSED AND ADOPTED this 7<sup>th</sup> day of November, 2012.  
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12             
13  
14  
15           \_\_\_\_\_  
16           Noah Jacobs, Mayor  
17

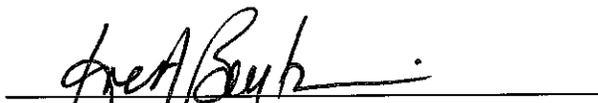
The foregoing resolution upon being  
put to vote, the vote was as follows:

Mayor Jacobs: Yes  
Vice Mayor Ross: Yes  
Commissioner Anderson: Yes  
Commissioner Cooper: Yes  
Commissioner Watts: Yes

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19  
20           Attest:

21  
22             
23           \_\_\_\_\_  
24           Maria C. Camara, Village Clerk  
25

26           Approved as to form:

27  
28  
29             
30           \_\_\_\_\_  
31           Village Attorney  
32

## AGREEMENT FOR DONATION OF POLICE VEHICLES

This Agreement is entered into this 2 of October, 2012, between the City of Aventura, Florida, a Florida Municipal Corporation (the "City") and the Village of Biscayne Park, Florida, a Florida Municipal Corporation, (the "Village"), acting on behalf of its Police Department (the "Village Police").

WHEREAS, the City Commission of City has by motion adopted on October 2, 2012, determined that certain vehicles, which is listed on Exhibit "A", attached hereto, (the "Vehicles") that are no longer used by City, are obsolete and are no longer needed by the City's Police Department (the "APD"); and

WHEREAS, the Village Police has advised the City that it would welcome a donation of the Vehicles to the Village Police; and

WHEREAS, City has advised the Village Police that the Vehicles are beyond the time period of the manufacturer's warranty and may not be road worthy or safe to use or operate for law enforcement or other purposes and that, accordingly the Vehicles may only be donated to the Village Police in an "as is" condition, as described herein; and

WHEREAS the Village Police, through its authorized representatives, has advised the City that it is fully aware of the condition of the Vehicles and respectfully requests a donation of said Vehicles in accordance with this Agreement, so that the vehicles may be repaired, maintained and used by the Village Police for training and other law enforcement purposes found to be appropriate by the Village Police.

**Now therefore, in accordance with and in consideration of the covenants stated herein, the Parties do covenant and agree, as follows:**

- (1) Each of the recitals stated above is hereby confirmed and adopted.

- (2) City hereby transfers and conveys the Vehicles to the Village, in "as is" condition, with all defects, both latent and patent, if any, for use by the Village Police for law enforcement training and other purposes found to be appropriate by the Village Police.
- (3) Village hereby assumes the risk of any damage, loss, expense, bodily injury (including death) of any person, which in any way arises as a result of the use of the Vehicles, and hereby covenants not to sue City or City's officers, agents and employees for said bodily injury or damage which in any way arises out of or is related to the use or operation of the Vehicles.
- (4) Village hereby agrees to defend, indemnify and hold harmless the City and City's officers, agents and employees from any damage, claim, liability, expense or cost (including attorneys fees) which in any way arises from any property damage or bodily injury (including death) sustained by any person whomsoever, as a result of the use or operation of the Vehicles, regardless of the negligence of City or City's officers, agents or employees.
- (5) Village hereby agrees that any person who is provided any of the Vehicles by Village or by the Village Police for use for training or other purposes shall, before use of the Vehicles, be advised in writing that the Vehicles are beyond the time period of the manufacturer's warranty, and shall require any of its Village Police officers (or other person) who receives or uses any of the Vehicles to execute a release (the "Release") in substantially the form which is attached hereto as Exhibit "B". Village or the Village Police shall immediately provide a copy of said executed Release to the Finance Director of the City for retention.
- (6) The parties hereby agree that this Agreement is made in Miami-Dade County Florida, shall be governed by Florida law as a contract made within the State of Florida, and that venue for any litigation which in any way arises hereunder or concerns the Vehicles shall be maintained solely in Miami-Dade County, Florida. The parties further agree that in the event of any litigation concerning or arising out of this Agreement or the use or operation of the Vehicles, the parties hereby, as a fundamental component of the consideration for this Agreement, voluntarily waive any right to trial by jury in any such litigation.
- (7) That the undersigned represents that he or she has full power and authority to enter into this instrument as a binding and valid agreement.

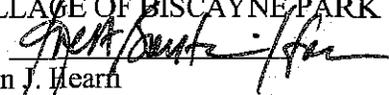
ACCEPTED AND AGREED TO THIS 3rd of December 2012.

VILLAGE OF BISCAYNE PARK

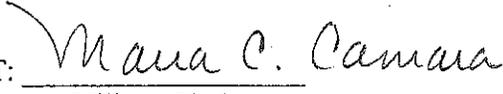
BY:   
Ana M. Garcia  
Village Manager  
640 NE 114<sup>th</sup> Street  
Biscayne Park, FL 33161

Approved as to Form

VILLAGE OF BISCAYNE PARK

By:   
John J. Hearn  
Village Attorney  
640 NE 114<sup>th</sup> Street  
Biscayne Park, FL 33161

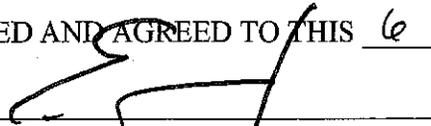
ATTEST:

  
Village Clerk

Recommended by:

  
Police Chief, Village of Biscayne Park

ACCEPTED AND AGREED TO THIS 6 of December, 2012.

  
Eric M. Soroka  
City Manager  
City of Aventura  
19200 W. Country Club Drive  
Aventura, Florida 33180

ATTEST:

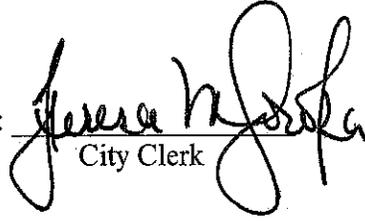
  
City Clerk

EXHIBIT "A"

VEHICLES

YEAR/MAKE/MODEL

2006 Dodge Charger

2006 Crown Victoria

VIN

2B3KA43G06H362549

2FAFP71W46X138478