



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report

Item # 8.c

REGULAR MEETING

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: Roseann Prado, Interim Village Manager

DATE: October 06, 2020

TITLE: **RESOLUTION 2020-50 - A RESOLUTION OF THE VILLAGE
COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA,
AUTHORIZING THE INTERIM VILLAGE MANAGER TO EXECUTE
A LICENSE AND HOLD HARMLESS AGREEMENT FOR THE USE
OF THE MEDLEY POLICE FIREARMS TRAINING CENTER;
PROVIDING FOR AN EFFECTIVE DATE**

Recommendation

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.

Background

Resource Impact

Budget FY 2020-2021 - Police Department training

Attachment(s)

- Resolution 2020-50
-

Prepared by: Roseann Prado, Village Clerk

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

RESOLUTION NO. 2020-50

**A RESOLUTION OF THE VILLAGE COMMISSION OF THE
VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING
THE INTERIM VILLAGE MANAGER TO EXECUTE A
LICENSE AND HOLD HARMLESS AGREEMENT FOR THE
USE OF THE MEDLEY POLICE FIREARMS TRAINING
CENTER; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS the Village of Biscayne Park Police Department has effectively utilized the Town of Medley's firearms training range for police firearms training for over twenty (20) years; and

WHEREAS, the Town of Medley has provided and continues to provide valuable assistance in classroom and practical training, as well as valuable support and equipment and supplies; and,

WHEREAS, in consideration of the benefits provided by the Town of Medley to the Biscayne Park Police Department, the Village desires to renew the Town of Medley License and Hold Harmless Agreement for use of the Medley Police Firearms Training Center.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA

Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Village Commission.

Section 2. The Village Manager is authorized to execute the Town of Medley License and Hold Harmless Agreement For Use of the Medley Police Firearms Training Center. The agreement, in substantial form, is attached and incorporated by reference into this resolution as exhibit 1.

Section 3. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 6TH day of October, 2020.

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

Virginia O'Halpin, Mayor
MacDonald Kennedy, Vice-Mayor
Roxanna Ross, Commissioner
Dan Samaria, Commissioner
Dan Samaria, Commissioner

VILLAGE OF BISCAYNE PARK

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

Virginia O’Halpin, Mayor

ATTEST:

Roseann Prado, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:

Edward A. Dion, 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 TOWN OF MEDLEY**, a Florida municipal corporation, herein referred to as the LICENSOR, and _____, hereinafter referred to as the LICENSEE, which term shall include, if applicable, the LICENSEE'S officers, agents, employees or representatives and who address is _____.

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. 97th 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 municipality, 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. Subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes. 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 _____, 2020 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: _____

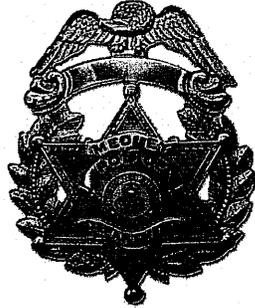
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged and sworn before me this ____ day of _____, 2020 by _____ [insert name of agency], as _____ [insert title], of _____ [Insert name] 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
 October 2019 - September 2020
 Fee Chart**



Range Usage	Day Time Fee 07:00 - 15:00	Night Time Fee 15:00 - 23:00	Minimum Usage
Full Day	\$420.00	\$420.00	8 hours
Half Day	\$210.00	\$210.00	4 hours
Cancellation	\$75.00	\$75.00	Two Day Notice
Classroom	\$100.00	\$100.00	4/8 hours
No Show	\$100.00	\$100.00	No Call

**** NO WEEKEND RANGE RENTALS
 NO SHOOTING AFTER 10:00 PM PERMITTED