



RESOLUTION # 2025-37

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE MIAMI-DADE SHERIFF'S OFFICE AND THE CITY OF WEST MIAMI FOR USE OF THE MIAMI-DADE SHERIFF'S TRAINING CENTER; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Miami-Dade Sheriff's Office (MDSO) operates a Training Center located at 9601 N.W. 58th Street, Miami, Florida 33178, which includes several firearm ranges, classrooms, defensive tactics rooms, fitness areas, a pool, and is fully staffed with certified law enforcement trainers; and

WHEREAS, the City of West Miami desires to utilize the MDSO Training Center for the training of its law enforcement personnel; and

WHEREAS, the MDSO has presented a Memorandum of Understanding (MOU) establishing the terms and conditions for the City's use of the Training Center; and

WHEREAS, the MOU provides that the City will pay \$500 for a half-day (four hours) or \$1,000 for a full day (eight hours) of use of the Training Center; and

WHEREAS, the MOU will remain in effect until September 1, 2025; and

WHEREAS, the City Commission finds that executing this MOU is in the best interest of the City and its residents by ensuring that the City's law enforcement personnel have access to premier training facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA:

Section 1. The above-stated recitals are hereby adopted and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The City Commission hereby authorizes the City Manager to execute the Memorandum of Understanding between the Miami-Dade Sheriff's Office and the City of West Miami for use of the Miami-Dade Sheriff's Training Center, in substantially the form attached hereto as Exhibit "A."

Section 3. The City Manager is hereby authorized to take all steps necessary to implement the purpose of this Resolution.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED and **ADOPTED** this 14th day of May 2025.

APPROVED:

ERIC DIAZ-PADRON, MAYOR

ATTEST:

**ANNERY GONZALEZ, MMC
CITY CLERK**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DEXTER W. LEHTINEN, CITY ATTORNEY

ROLL CALL VOTE:

This Resolution was offered by Vice-Mayor Chavez, Jr., who moved its adoption. The motion was seconded by Commissioner Ceballos. The vote was as follows:

| | |
|---|----------|
| MAYOR ERIC DIAZ-PADRON | <u>Y</u> |
| VICE-MAYOR IVAN CHAVEZ, JR. | <u>Y</u> |
| COMMISSIONER JUAN M. BLANES | <u>Y</u> |
| COMMISSIONER GUSTAVO J. CEBALLOS | <u>Y</u> |
| COMMISSIONER LUCIANO L. SUAREZ | <u>Y</u> |

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MIAMI-DADE SHERIFF'S OFFICE
AND [City of West Miami]
FOR USE OF
THE MIAMI-DADE SHERIFF'S TRAINING CENTER**

This Memorandum of Understanding (MOU) is entered into by and between the Miami-Dade Sheriff's Office (MDSO), and CITY OF WEST MIAMI (Participating Entity) for use of the Miami-Dade Sheriff's Training Center (Training Center).

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

WHEREAS, the Training Center 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 Training Center is the premier law enforcement training facility in Miami-Dade County; and

WHEREAS, due to the demand for use of the facility, the MDSO 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 the MDSO 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 Training Center 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 Training Center personnel no less than 48 hours in advance to schedule the use of the Training Center for no more than 30 days outward. All efforts will be made to meet 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 the Major of the Training Center or his/her designee.
- B. The Participating Entity will provide necessary equipment 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 Training Center 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 Training Center 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 Training Center.
- G. The Participating Entity shall comply with the financial responsibilities of using the Training Center as detailed in Section X. of this MOU.

SECTION III. TRAINING CENTER RESPONSIBILITIES

- A. The Training Center 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. The Training Center shall assign a range duty officer to be present for each day of firearms training.
- C. The Training Center 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 Training Center agree to keep 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 MDSO 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 Training Center in connection with the Participating Entity, unless negligence on the part of the MDSO causes said damage. In consideration for the use of the Training Center, the Participating Entity agrees, within the limits and procedures set forth under applicable federal and state law, to indemnify and hold harmless the MDSO 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 Training Center 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 Training Center 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 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 MDSO 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 MDSO 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 Training Center, the Participating Entity agrees, within the limits and procedures set forth in the FTCA and MCA, to indemnify and hold harmless the MDSO 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 Training Center 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 on September 1, 2025.
- 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 Training Center 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 Training Center 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 MDSO reserves the right to deny a Participating Entity the use of the Training Center 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 that the Participating Entity will use the Training Center 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 the MDSO \$500 for use of its Training Center 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 the MDSO \$1,000 for use of its Training Center 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.

FOR MIAMI-DADE SHERIFF'S OFFICE:

Rosie Cordero-Stutz, Sheriff


Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Janet Lewis, General Counsel
General Counsel's Office

Date

PARTICIPATING ENTITY:

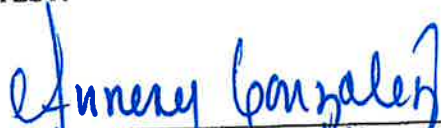


Name: PEDRO R. DELGADO
Title: CHIEF OF POLICE

5/20/2025

Date

ATTEST:



Name: ANNERY GONZALEZ
Title: CITY CLERK

5/20/2025

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Name: DEXTER W. LEHTINEN
Title: CITY ATTORNEY

5/20/2025

Date

