

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers  
**FROM/PHONE:** Chief John George/693-8320  
**SUBJECT:** Resolution  
**AFFECTED DISTRICT:** N/A

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND/OR THE APPROPRIATE STAFF TO ENTER INTO AN AGREEMENT BETWEEN MIAMI-DADE COMMUNITY COLLEGE AND THE TOWN OF DAVIE FOR USE OF THE MIAMI-DADE COMMUNITY COLLEGE VEHICLE DRIVING FACILITY.

**REPORT IN BRIEF:** The Davie Police Department requires that all police officers operate a Town vehicle in the course of their duties. The Miami-Dade Community College has a vehicle driving facility which the Police Department wishes to utilize to enhance officers driving skills.

**PREVIOUS ACTIONS:** N/A

**CONCURRENCES:** N/A

**FISCAL IMPACT:**

Has request been budgeted?            yes

    If yes, expected cost: Open ended, estimated at \$1800 this Fiscal Year

        Account Name: Education & Training

    If no, amount needed

        What account will funds be appropriated from: 001-0501-521-0205

    Additional Comments: On-going Officer training. This agreement will enable the Department to expand and continue training.

**RECOMMENDATION(S):** Sign Resolution and Agreement.

**Attachment(s):** Three copies of Agreement

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND/OR THE APPROPRIATE STAFF TO ENTER INTO AN AGREEMENT BETWEEN MIAMI-DADE COMMUNITY COLLEGE AND THE TOWN OF DAVIE FOR USE OF THE MIAMI-DADE COMMUNITY COLLEGE VEHICLE DRIVING FACILITY.

WHEREAS, the Davie Police Department requires all police officers to operate a Town vehicle in the course of their duties; and

WHEREAS, the Miami-Dade Community College is offering their vehicle driving facility for the enhancement of police driving skills; and

WHEREAS, the Davie Police Department wishes to enter into the agreement between Miami-Dade Community College and the Town of Davie to use the driving facility at Miami-Dade Community College.

NOT THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor and/or appropriate staff to enter into the agreement between Miami-Dade Community College and the Town of Davie for the use of the Miami-Dade Community College Driving Facility, a copy of which is attached hereto as Exhibit "A".

SECTION 2. That the Mayor and/or the appropriate staff is authorized to execute the original agreement on behalf of the Town of Davie acknowledging and accepting the terms, as set forth herein.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002

TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT

AGREEMENT FOR TEMPORARY USE OF MIAMI-DADE COMMUNITY  
COLLEGE FACILITIES

**TO:** Mayor and Councilmembers  
**FROM/PHONE:** Chief John George/693-8320  
**SUBJECT:** Resolution  
**AFFECTED DISTRICT:** N/A

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND/OR THE APPROPRIATE STAFF TO ENTER INTO AN AGREEMENT BETWEEN MIAMI-DADE COMMUNITY COLLEGE AND THE TOWN OF DAVIE FOR USE OF THE MIAMI-DADE COMMUNITY COLLEGE VEHICLE DRIVING FACILITY.

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**PREVIOUS ACTIONS:** N/A

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    Additional Comments: On-going Officer training. This agreement will enable the Department to expand and continue training.

**RECOMMENDATION(S):** Sign Resolution and Agreement.

**Attachment(s):** Three copies of Agreement

Name and Address of Organization Entering Agreement (Herein Known as User)

DAVIE POLICE DEPARTMENT  
NAME

ATTN: SGT JAMES CARNEY

1230 S. NOBHILL ROAD  
ADDRESS

DAVIE FL 33324  
CITY STATE ZIP (954) 693-8251

NUMBER (TAX EXEMPT NUMBER IF NON-PROFIT ORGANIZATION)

TELEPHONE

Specify Type of Activity and Duration: TO USE RANGE AND HAVE A RANGE MASTER FOR DRIVING  
TRAINING ON NOVEMBER 19, DEC , JAN. 15, FEB. 19, MAR. IL ,

MAY 21, JUNE 18, JULY 23, AUG. 20, SEPT. 24, AND OCT. 22, 2002-FOR-FIVE HOURS  
ON EACH DAY.

ALL RENTERS BE ADVISED THAT THE DISTRICT BOARD OF TRUSTEES, M-DCC DOES NOT PROVIDE  
FACILITIES TO ORGANIZATIONS OVER EXTENDED PERIODS OF TIME. RENTALS ARE ON A TEMPORARY  
BASIS ONLY, AND USERS ARE URGED TO MAKE OTHER ARRANGEMENTS AS SOON AS POSSIBLE.

1. The Miami-Dade Community College shall:

- a. Furnish light, heat and water by means of the appliances installed for ordinary purposes, but for no other purposes. Interruptions, delays, or failure in furnishing any of the same caused by anything beyond the control of the Community College shall not be chargeable to the Community College.
- b. Not be responsible for any damage, accidents or injury that may happen to the User of his agents, servants, employees, spectators and any and all other participants and/or property from any cause whatsoever arising out of or resulting from the above described activity during the period covered by this agreement, and the said User hereby releases and holds harmless Miami-Dade Community College from, and agrees to indemnify it against, any and all claims for such damage, accident, or injury.
- c. Reserve the right, in the exercise of its discretion, to rescind and cancel this agreement at any time when, in its opinion, the purpose or purposes for which the premises herein described are being used or intended to be used, shall be obnoxious or inimical to the best interests of the Community College; anything herein contained not withstanding.
- d. The activities of M-DCC have first priority and the College reserves the right to alter this schedule by notifying the renting party 48 hours prior to a scheduled event.
- e. As its option, M-DCC attaches a rider which outlines the fee schedule and other detail specifications of this agreement, and becomes part of this agreement.

2. The User (Organization) shall:

- a. Obtain at the User's own cost and expense any and all licenses or permits required by law or ordinance.
- b. Take the premises as they are found at the time of occupancy by the User. In the event the User finds it necessary to remove or change the equipment, the changes shall be made by the User at the User's expense and shall be replaced as found; provided, however, that no removals or changes shall be made without prior written consent of the Campus President.
- c. Remove from the premises within twenty-four (24) hours following the conclusion of the contracted activity and all equipment and material owned by the User. M-DCC assumes no liability for the User's equipment or material.
- d. Have all deliveries of needed equipment and materials made only after approved arrangements with Campus President.
- e. Not re-assign this agreement or sublet the premises or any part thereof or use said premises or any part thereof for any purpose other than that herein specified, without written consent of the Campus President.
- f. Not bring on the premises, keep, or possess or use any alcoholic beverages or gambling devices of any kind. g. Not use or store or permit to be stored in or on any part of the College's premises any substance or thing prohibited by any law or ordinance, or by standard policies or fire insurance companies operating in the State of Florida.
- h. Save M-DCC harmless and indemnify it against any claims or liability for workers compensation, and/or any other public liability and/or property damage liability which may arise or accrue by reason of use by the User of the facilities or property of M-DCC; in addition assume full responsibility for the character, acts and conduct of all persons admitted to the facilities or property of M-DCC by the consent of the User or his agents. The User shall



protect and indemnify the College, the Board and/or any officer, agent, or employee of the College and save them harmless in every way from all suits or actions at law for damage or injury to persons, life or property that may arise or be occasioned in any way because of the occupancy of the facility or premises.

- i. Insurance coverage of combined single limits of \$1 million per occurrence, including costs will be provided by the User.
- j. Present to M-DCC an advance security and/or damage deposit in the amount of \$ 1,000.00 at least twenty-four (24) hours prior to the event. This deposit shall be either a cashier's check or bond made payable to Miami-Dade Community College. The deposit will be returned to the User of the College after all financial obligations have been fulfilled.

3. Payment of Charges:

- a. All payments must be made by check or money order payable to Miami-Dade Community College.
- b. All payments will be delivered to the Campus President no later than one (1) week after the organization has used the College facilities.
- c. Any organization not paying the agreed price within the stipulated time after the day of usage will only be permitted to use College facilities in the future after payment of delinquent charges and in advance of any future approved dates.
- d. The fees and specific details as needed for the use of Miami-Dade Community College facilities are outlined in the attached rider, and become part of this agreement.

4. The Following Regulations Shall be Followed:

- a. Activities will not be permitted between the hours of 10:00 p.m. and 7:00 a.m.
- b. Smoking will not be allowed in the buildings of the College, nor will the use of controlled substances which violate any federal, state or county statutes.
- c. Possession and/or consumption of alcoholic beverages is prohibited on all College property.
- d. Miami-Dade Community College equipment will not be taken from the College under any conditions and in the event any equipment is found missing, User is responsible for its replacement cost.
- e. Miami-Dade Community College retains all concession rights and the User may not engage in selling of any items except programs.

5. Acknowledgment:

- a. This agreement will not be binding upon Miami-Dade Community College until accepted and approved by either the Campus President or his or her designee. Accordingly, the undersigned acknowledges and agrees that the formulation of this agreement constitutes the making of a contract within the State of Florida and agrees to submit to the jurisdiction of the courts in the State of Florida with respect to claims arising out of the agreement.
- b. It is understood that Miami-Dade Community College as used herein shall include the employees, administrators, agents, and Board of Trustees of Miami-Dade Community College.
- c. I, (person requesting permit) \_\_\_\_\_ citizen of the State of Florida and the United States of America, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida; and I am not a member of the Communist Party; that I have not and will

Miami-Dade Community College: \_\_\_\_\_ User:

\_\_\_\_\_  
Campus Dean for Administration

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Campus President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

cc: College Risk Manager

\_\_\_\_\_  
Signature

# ADDENDUM/INVOICE

## AGREEMENT FOR TEMPORARY USE OF MIAMI- DADE COMMUNITY COLLEGE FACILITIES

ORGANIZATION: Davie Police Department

DATES OF USE: November 19, 2001, December 3, 2001, January 15, February 19,  
March 19, April 23, May 21, June 18, July 23, August 20,  
September 24 and October 22, 2002.

USE OF DRIVING RANGE      \$30/hour\* X 5hrs X 12 days      = \$1,800.00

USE OF INSTRUCTORS:      NONE      = N/A

VEHICLES:      NONE      = N/A

ADMINISTRATIVE PROCESSING FEE:      = \$ 25.00

Total Charge      \$1,825.00

\* Includes Range Master Assigned by the School of Justice

Proof of Insurance Required (certificate of insurance must be attached to this agreement)

Miami-Dade Community College:

User.

\_\_\_\_\_  
Campus Dean for Administration

\_\_\_\_\_  
Organization

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Campus Vice President

\_\_\_\_\_  
Title

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Signature

cc: College Risk Manager

