

**RENEWAL MEMORANDUM OF UNDERSTANDING
BETWEEN
MIAMI-DADE POLICE DEPARTMENT
AND
NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY**

THIS RENEWAL MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into this ____ day of _____, 2009, by and between the **MIAMI-DADE POLICE DEPARTMENT** ("MDPD") and the **NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic ("NLCRD").

R E C I T A L S

1. The Naranja Lakes Community Redevelopment District (NLCRD) geographic area is generally described as being from Southwest 268 Street to Southwest 288 Street, and from Old Dixie Highway to the Florida Turnpike, an area which has been experiencing crime trends throughout the NLCRD, including: robberies, burglaries, prostitution, thefts, and other crimes of opportunity.

2. To address these crime trends the NLCRD has requested that an enforcement initiative be implemented by the MDPD to combat the crime trends within the NLCRD.

3. MDPD has agreed to implement the requested enforcement initiative pursuant to and in accordance with the terms and provisions of this MOU which represents the mutual understanding of the parties. These initiatives will be funded by the NLCRD and conducted by the MDPD on an overtime basis.

NOW, THEREFORE, in respect of the mutual promises contained herein, the MDPD and the NLCRD agree as follows:

1. PURPOSE

This serves to renew and amend a prior MOU between the MDPD and the NLCRD. The first MOU was initiated in 2006, and has been renewed annually. This renewal is for the Fiscal Year (FY) 2009-2010. The MOU was developed in the spirit of mutual cooperation, pursuant to a request for additional law enforcement efforts made by the NLCRD Board. Its purpose is to provide a plan of action for specific and coordinated community-based law enforcement initiatives within the target area boundaries of the NLCRD, specifically the NLCRD, that are in addition to the police services currently provided on a daily basis by on-duty personnel. All operations conducted as part of this plan will be carried out in an overtime capacity, utilizing police personnel from the South District Neighborhood Policing, the Community Response Team, and other personnel from the MDPD. The initiatives will be funded by the NLCRD through reimbursement as provided herein.

2. ENFORCEMENT STRATEGIES

MDPD shall utilize a variety of community-based law enforcement strategies to facilitate the attainment of the operational goal. The strategies outlined below will be guided using the statistical analysis of ongoing crime trends within the NLCRD, and input of the NLCRD Board. Staff from South District's Community Response Team or Neighborhood Policing Unit will attend NLCRD Board meetings to seek their input, and to provide NLCRD Board Members with an update of ongoing policing efforts. The additional law enforcement efforts provided by MDPD will consist primarily of the following types of details:

2.1. Operational Sweeps: Operational Sweeps consist of one (1) sergeant and four (4) police officers, targeting specific crime trends in the NLCRD utilizing proactive law enforcement operation techniques. Operational Sweeps will last four hours, at an estimated average cost of \$1,409* per operation.

2.2. Roving Patrol: Roving Patrols consist of one (1) uniformed police officer with a marked police vehicle providing high-visibility patrol. This officer will interact with members of the community to facilitate the building of a partnership between the community and law enforcement. Roving Patrols will last four hours, at an estimated average cost of \$270* per operation.

2.3. Community Oriented Policing Details: Community Oriented Policing Details to include but not be limited to, community outreach to residents, businesses and community partnerships; will consist of one (1) sergeant and four (4) police officers addressing community concerns by utilizing the Community Policing philosophy, rather than a traditional policing strategy. Community Oriented Policing Details will last four hours, at an estimated average cost of \$1,409* per operation.

2.4. Resident Empowering Neighborhood Enforcement Walk (RENEW): Saturation of a neighborhood and respond door to door to meet families. The walk would provide a high visibility presence and will enhance community relations. This four (4) hour detail will be conducted by one (1) lieutenant, two (2) sergeants, and eight (8) officers, at an estimated cost of \$3,196* per detail. These details would take place two (2) times per year in different NLCRD communities, for a total cost of \$6,392.*

2.5. Modifications: The South District Commander or the NLCRD Administrative Program Coordinator (APC) must retain the flexibility to modify, redirect, and assign personnel to effectively respond to crime trends in a manner that may depart somewhat from the above described operations. In assigning specific personnel to perform the details, supervisors may occasionally be used to fill slots when an insufficient number of police officers have volunteered for a particular detail, with the understanding they must perform the same tasks as a uniformed police officer. Either of these modifications will be accomplished while staying within the yearly budget for this program.

2.6. Force Majeure: In the event of an unanticipated or uncontrollable act of nature, e.g., floods, hurricanes, fires, etc., or of people, e.g., riots, strikes, and wars, the NLCRD details may not be filled. Then and in such an event the South District

Commander will make a good faith attempt to designate coverage to the NLCRD area, utilizing on-duty personnel.

3. STATISTICAL TRACKING AND REPORTING

3.1. Upon the commencement of this MOU, the MDPD through its South District Crime Analysis Unit (CAU) will conduct an updated base-line grid analysis of the targeted crime trends within the NLCRD. This intelligence information will be utilized to effectively determine the most efficient hours of operation for the Specialized Law Enforcement Details, as described in Section 2 above. Staff from South District's Community Response Team or Neighborhood Policing Unit will attend NLCRD Board meetings to seek their input, and to provide NLCRD Board Members with an update of ongoing policing efforts.

3.2. At the conclusion of the term of this MOU, MDPD will conduct a follow-up grid analysis of the targeted crime trends within the NLCRD. MDPD will then complete a comparison of the base-line and follow-up grid analysis reports. Additionally, MDPD will provide to the NLCRD for its review a combined total of all activities for all the operations.

3.3. South District staff will maintain a file, available for inspection by the NLCRD Board and staff, containing copies of all Daily Activity Reports, Arrest Affidavits, and Daily Productivity Reports completed in connection with this MOU.

3.4. The oversight of the program by the Administrative Program Coordinator (APC) is vital to the success of this initiative. The duties of the APC include: preparation or review of the daily/weekly analysis of crime trends; scheduling officers; and, collecting and disseminating all related NLCRD files (monthly, yearly, and periodic reports). To enhance the effectiveness of the program by allowing the APC to be available to actively direct details, the NLCRD is allotting four (4) hours of overtime (\$327* per four hours) per week for the APC to complete these tasks, at a yearly total cost of \$17,009.*

4. FUNDING

The NLCRD participation in this MOU is contingent upon receiving adequate funding from the Miami-Dade County Board of County Commissioners (BCC). Should the BCC not provide adequate funding for community policing to the NLCRD Board, the NLCRD may opt out of this MOU, or may reduce the amount of funding to be provided. In that event, MDPD may likewise opt out of this MOU, or provide reduced services. Should funding not be approved by the BCC, resulting in the termination of this MOU, the NLCRD will be responsible for payments for services provided up to the date of termination.

The NLCRD will reimburse MDPD for the direct cost of each individual law enforcement detail conducted as part of this operation. The total reimbursements for all details conducted by MDPD shall not exceed \$315,000 in FY 09-10, absent further agreement by the parties. As a condition of reimbursement, MDPD shall provide the NLCRD with a Reimbursement Report for each law enforcement detail conducted as part of this operation on a monthly basis, enumerating the number, type and cost of the details conducted along with such

other information as may be reasonably requested by the NLCRD in support of the requested reimbursement.

5. LIABILITY

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the MDPD shall assume the liability arising from acts taken by its personnel pursuant to this MOU. In no event shall a party be liable for acts, omissions, or conduct of the officers, employees or agents of the other participating party of this MOU.

6. EFFECTIVE AND TERMINATION DATE

This MOU becomes effective upon the signature by both parties, and will remain in force until September 30, 2010, unless extended or terminated sooner as provided herein. This MOU can be extended for a longer period of time upon the mutual agreement of both parties; however, such agreement shall be in writing and signed by both parties. The MOU can also be terminated by either party, with or without cause, by giving written notice to the other party in accordance with Section 7.7 below. In case of cancellation, the NLCRD agrees to reimburse MDPD only for overtime actually accrued for services performed prior to the date of cancellation.

7. MISCELLANEOUS

7.1. Headings; Recitals. The headings of the sections of this MOU are for convenience only and do not affect meanings of any provisions hereof. The recitals set forth above are true and correct and incorporated herein by this reference.

7.2. Amendment. The terms, covenants, conditions and provisions of this MOU cannot be altered, changed, modified or added to, except in writing signed by the MDPD and the NLCRD and approved by the NLCRD Board.

7.3. Third Party Beneficiaries. Neither of the parties intends to directly nor substantially benefit any third party by this MOU. Therefore, the parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against either of them based upon this MOU.

7.4. Waiver. No express or implied consent or waiver by a party to or of any breach or default by the other party in the performance by such other party of its obligations under this MOU will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

7.5. Independent Contractor. In performing its obligations hereunder, the MDPD shall be deemed an independent contractor and not an agent or employee of the NLCRD.

7.6. Assignment. Neither this MOU, nor any interest herein, shall be assigned, transferred by the MDPD without the prior written consent of the NLCRD.

7.7. Notice. Whenever any party desires or is required by this MOU to give notice to the other party, it must be in writing and given by hand, sent by certified mail, with return receipt requested, or sent by a recognized overnight courier (e.g., Federal Express) addressed to the party for whom it is intended, at the address specified for notice by the parties from time to time. Notice may also be given by electronic means (e.g., facsimile or email) provided such is followed up with a hard copy by one of the methods in the previous sentence.

7.8. Entire Agreement. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this MOU, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this MOU contains the entire understanding and agreement of the parties with respect to the subject matter hereof.

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IN WITNESS WHEREOF, the subscribing officials are authorized to acknowledge and execute this Memorandum of Understanding on behalf of their agency.

MIAMI-DADE POLICE DEPARTMENT

By: _____ Date _____
Robert L. Parker, Director
Miami-Dade Police Department

NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY

By: _____ Date _____
Ken Forbes, Chairperson
Naranja Lakes Community Redevelopment Agency

Attest:

By: _____
Clerk

Approved as to form and legal sufficiency:

By: _____
Attorney

* Estimated on the average hourly overtime rate of a police lieutenant (\$94.48), police sergeant (\$81.77), and/or a police officer (\$67.62). The NLCRD will be charged direct cost and actual operations conducted, as mentioned in the Funding Section of this agreement.