MEMORANDUM Agenda Item No. 7(L)(1)(E)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D. and Members Board of County Commissioners

DATE: July 27, 2004

FROM: George M. Burgess
County Manager

SUBJECT: Local Patrol Police Services Agreement with the City of Miami Gardens

RECOMMENDATION

It is recommended that the Board approve the Local Patrol Police Services Agreement (attached) between Miami-Dade County and the City of Miami Gardens (City) to provide the City with local patrol police services for a three-year period commencing on the execution date of the agreement. The estimated cost to the City for the first year of this agreement is $17,835,443 million and includes 145 sworn personnel and 22 non-sworn personnel.

BACKGROUND

On December 3, 2002 the Board approved a resolution calling for a vote on the incorporation of Miami Gardens. As a condition of the Board's approval, the Committee agreed to, among other terms, enter into a contract with the Miami-Dade Police Department (MDPD) for the provision of local patrol police services for a minimum of three (3) years. This condition is addressed in the City of Miami Gardens Charter (Charter), Section 9.4, Local Patrol Police Services adopted on May 13, 2003.

Negotiation of this agreement commenced shortly after the Miami Gardens City Council (City Council) was sworn into office with the interim administration. The Local Patrol agreement is expected to be adopted prior to consideration of this item by the Board.

THE LOCAL PATROL POLICE SERVICES AGREEMENT

The agreement between the County and the City is for a three-year period after which the City has the option to renew the agreement for local patrol services with the County, establish its own municipal police force or contract for services with another provider. Key points of the agreement include the following:

- The Miami-Dade Police Department will provide local patrol services to the City. These patrol activities will include preventing and deterring crime, arresting criminal offenders, preventing traffic crashes, maintaining public order, providing services to the community such as directed and ~~preventive~~ patrolling, ~~responding~~ to emergency and non-emergency calls for service, conducting field interviews, directing and controlling traffic, and issuing traffic citations. A general investigations unit will also be established to investigate criminal activity within the City.
- The agreement calls for 145 sworn personnel and 22 non-sworn personnel for the first-year of the agreement. These officers will work exclusively within the boundaries of the City and will continue to utilize their MDPD uniforms but, may wear a distinctive patch identifying them as the City's local police force.
- The attrition rate for the City's police unit will be the same as the rate for MDPD.
- The estimated cost of the base services agreement for the first year is $17,835,443 million. This includes the cost of personnel, fringe benefits, vehicles, and overhead costs.
- The City will remain part of the County's 911 system, and consequently, the County will retain all 911 fees generated within the City to offset the cost of providing the service.
- All employees performing services for the City will remain County employees, subject to all County and MDPD policies and procedures.
- Based on the recommendation of the Director of the MDPD, the City Manager will select a police captain to serve as the City Commander.
- If the City Manager is dissatisfied with the City Commander, the Director of MDPD, with the approval of the City Manager, will designate a new City Commander from a list of qualified MDPD nominees.
- MDPD will collect crime statistics, calls for service data and other related law enforcement statistics specifically within the boundaries of the City to provide accurate data on law enforcement services provided.
- Upon the agreement expiration, if the City chooses to create its own police force or contract with another provider, the agreement calls for a phase-out period of a minimum of 12 months.

MDPD will also make the following optional services available to the City. Payment for these services will be in addition to the base local patrol payment amount:

- Marine Patrol and Motorcycle Units
- School Crossing Guards
- Community Affairs Bureau
- Special Events Unit
- Enhanced Enforcement Initiatives

Significant efforts have been made by County and City staff to reach a mutually beneficial agreement that will maintain and further develop a long-term relationship between the County and the City in the provision of these and other services.

Alex Muñoz
Assistant County Manager

MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners

DATE: July 27, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(L)(1)(E)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 7(L)(1)(E)
7-27-04

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI GARDENS FOR THE PROVISION OF LOCAL PATROL POLICE SERVICES; AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE AGREEMENT, TAKE ANY ACTION REQUIRED OF THE COUNTY HEREIN AND EXERCISE ANY RENEWAL AND CANCELLATION PROVISIONS THEREIN

WHEREAS, on June 24, 2003, a charter for the City of Miami Gardens was approved by the citizens of the City ; and

WHEREAS, the Miami-Dade County Code Section 20-26 c and Article IX, Section 9.4 of the City of Miami Gardens charter, requires the City to contract with the Miami-Dade Police Department for a specific level of patrol staffing for an initial period of three years,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Agreement by and between Miami-Dade County, Florida, and the City of Miami Gardens for local patrol services is hereby approved in substantially the form attached hereto and the County Manager is hereby authorized to execute such agreement in substantially the form attached hereto, take any action required of the County herein and exercise

any renewal or cancellation provisions therein.

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

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 27th day of July, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. CHC

Craig H. Coller

INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CITY OF MIAMI GARDENS FOR LOCAL POLICE SERVICES

THIS AGREEMENT, by and between the City of Miami Gardens a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as "the City "), Miami-Dade County, Florida (hereinafter referred to collectively as "MDC"), the Miami-Dade Police Department (hereinafter referred to as "MDPD").

WHEREAS, the City is desirous of maintaining a high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, the City should have the flexibility to determine the level and deployment of police services and to establish service priorities, and

WHEREAS, MDC law enforcement personnel should be responsive to the residents, businesses and visitors of the City, and it should work cooperatively with the City to deter crime, solve crimes and address emerging trends, and

WHEREAS, MDC has agreed to render to the City a continuing high level of professional police service, and the City is desirous of contracting for such services upon the terms and conditions hereinafter set forth, and

WHEREAS, the City is desirous of providing its daily police services through a contractual relationship with MDC, and

WHEREAS, MDC and the City would like to abide by the following principles:

1. MDC law enforcement employees should be responsive to the citizens of the City.

2. MDC law enforcement employees should work cooperatively with City organizations in a problem-solving mode to maintain the safety and welfare of City residents and visitors.

3. MDC should provide at a reasonable cost, efficient, high-quality, appropriate law enforcement services supported by technology that furthers the goals and expectations of the City and MDC. New technology shall be implemented in a manner that follows the Miami-Dade County's existing

scheduled implementation plans, unless otherwise mutually agreed upon by the parties.

4. The City desires MDC to provide a high service level of police services within its municipal boundaries, as provided in this agreement, and MDC desires to provide a high level of service.

5. MDC shall provide to the City for the term of this agreement, and any extensions of the term in accordance with the provisions of this agreement, competent professional police services within and throughout the corporate limits of the City to the extent and in the manner agreed upon by the parties.

NOW THEREFORE, in consideration of the following mutual obligations the parties agree as follows:

ARTICLE I

PURPOSE AND INTENT

MDC shall provide to the City competent, courteous, lawful, efficient and effective local police services, as specified and for the term prescribed in this agreement. The City will pay for, and cooperate with MDC in the provision of those law enforcement services.

The Whereas Clauses express the intent of the parties and are incorporated into this agreement.

ARTICLE II

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

Attrition Rate: A percentage of unfilled budgeted positions.

Call-For-Service shall mean a request received from the public requiring a police response or assistance.

City Commander means a designated Police Major who shall be authorized to direct the daily operations in the City, effectuating the City's priorities, managing the delivery of police services, and ensuring the policing needs of the City are adequately met. The City Commander will act as a liaison to the City Manager.

City Officials means the council members, City Manager, City Attorney, employees, agents, and subcontractors of the City.

NOD Chief shall mean the MDPD District North Operations Division Chief who is responsible for overseeing the City Commander's compliance with contractual stipulations and maintenance of quality service delivery.

Patrol Activities means those diverse activities directed toward the attainment of the objectives of enforcing the law, preventing and deterring crime, arresting criminal offenders, maintaining public order, and providing service to the community. Such activities include, but are not limited to, directed and enforcing traffic laws, responding to emergency and non-emergency calls for service, conducting field interviews, arresting criminal offenders, directing and controlling traffic, issuing traffic citations and addressing quality of life issues.

Patrol Personnel mean MDPD law enforcement personnel assigned to the City.

Patrol Unit means one marked patrol car and includes, but is not limited to, one uniformed police officer and all standard support equipment as described in Exhibit A.

Service shall mean comprehensive police patrol services provided each day of the year, on a 24-hour per day basis within the jurisdictional boundaries of the City.

Staffing Levels shall mean the number of officers assigned to the City as they are listed in Exhibit B of this Agreement.

Staff Schedules means those schedules prepared by the City Commander to appropriately deploy personnel to ensure appropriate police resources are maintained each shift.

ARTICLE III

LOCAL POLICE PATROL SERVICES

MDPD shall provide comprehensive local police patrol services, as set forth in this agreement in accordance with Florida Statutes and the Miami-Dade County Charter.

Without limiting the duty prescribed in the preceding paragraph, MDPD patrol personnel shall respond to, and render aid in, emergency, life-saving and in-progress violent crime incidents occurring inside the boundaries of the City.

A General Investigations Unit shall be established to conduct the necessary investigations of criminal activity within the City. The General Investigations Unit is a specialized assignment with the City for particular investigations where and as needed. The unit shall operate in the traditional MDPD shift structure and be comprised of police officers from the staffing structure described in Exhibit B. The police officers assigned to this unit shall handle criminal investigations not handled by the central specialized investigative units.

Patrol personnel will conduct watch orders upon formal request of a City resident, property owner or business owner in the City. A watch order will constitute a minimum of one visual and physical check by a uniformed patrol unit of a residence, business, or other location to include the perimeter area within a 24-hour period.

Patrol personnel will respond to all calls-for-service within the City; such as, but not limited to, burglar alarm signals and calls of suspicious activity at locations in the City.

At the request of the City Manager, the City Commander or his designee shall be available to attend each regular and special City Council meeting.

Patrol personnel assigned to the City shall make every reasonable effort to maintain an average emergency response time goal of five minutes or less while maintaining safe operations for the term of this Agreement. But in no instance shall the average emergency response time be greater than the departmental average. The average emergency response time will be re-evaluated six months after the execution of this Agreement and be adjusted on an annual basis to establish an appropriate emergency response time within the city's boundaries. The average non-emergency response time goal will be thirty minutes or less. But in no instance shall the average non-emergency response time be greater than the departmental average. The average non-emergency response time will be re-evaluated six months after the execution of this Agreement and be adjusted on an annual basis to establish an appropriate non-emergency response time within the city's boundaries.

Patrol personnel may, if needed, respond to and/or render aid in, emergency, life-saving, and in-progress violent crime incidents occurring outside the boundaries of the City. MDPD uniform patrol units, not part of the patrol personnel assigned to the City, may, if needed, respond to and/or render aid in,

emergency, life-saving, and in-progress violent crime incidents occurring inside the boundaries of the City.

In the event patrol personnel must respond to incidents occurring outside the boundaries of the City, the City Commander or designee shall ensure sufficient personnel remain in the City to continue routine and emergency patrol activities.

Patrol personnel shall remain within the City's boundaries during their assigned shift unless dispatched outside the City boundaries on the authorization of the City Commander or his or her, designee.

MDC will provide dispatch response, manage the 911 system, and provide communications support to police personnel assigned to the City.

Nothing in this contractual agreement is intended to usurp the authority of the MDPD policies and procedures and the MDC collective bargaining agreements. The City or its officials will not involve themselves in negotiating with any collective bargaining unit, direct MDPD personnel to conduct unlawful activities, utilize law enforcement information provided by MDPD in an official capacity for personal use, or direct police personnel to deliberately contradict the established MDPD policies and procedures. In addition, nothing herein is intended to usurp the authority of the City, its policies, procedures, and Charter.

MDPD shall continue to maintain a grid system that corresponds to the boundaries of the City. Statistical data shall be compiled to accurately describe the incidence of reports and responses to, criminal activity within each grid and to identify emerging trends in criminal activity. MDPD shall compile data, prepare, and deliver monthly and quarterly reports to the City Manager. The reports shall describe the type and number of criminal incidents for each grid during the preceding period. The City Commander shall present an annual crime report to the City Council. The City Commander or designee shall deliver an oral report to the City Council upon the request of the City Manager.

ARTICLE IV

OPTIONAL LAW ENFORCEMENT SERVICES

Upon written request of the City Manager, MDC shall provide to the City optional services. These services and respective fees are indicated in Exhibit D. Payments for these services are in addition to payment made pursuant to Article VII. The City Manager will direct the level and frequency of these optional services in consultation with the City Commander.

MDPD shall be the sole provider of optional services that require sworn personnel. The City may elect to procure optional services that do not require sworn personnel from other providers.

ARTICLE V

SUPPORT & ANCILLARY SERVICES

Support services attributed to the establishment and performance of local patrol services will be provided to the City. These services are identified and are included as an overhead cost as indicated in Exhibit E and may be recalculated on a yearly basis. These services will be provided to the City at no extra cost. Support services shall include but not be limited to:

Professional Compliance Bureau records, registers, conducts and controls investigations of complaints against MDPD employees; supervises and controls the investigations of alleged or suspected misconduct; maintains the confidentiality of internal affairs investigations and records; and conducts staff inspections to ensure adherence to policies and procedures.

Facilities Maintenance Section is responsible for the management and maintenance of MDPD facilities and includes utilities, janitorial services, and building leases of support and investigative elements.

Support Equipment includes the purchase of police radio equipment, maintenance of police radio system and the purchase of safety equipment, such as ballistic helmets and bulletproof vests.

Polygraph Examinations are administered to applicants during the selection and hiring process to determine the eligibility of entry-level police and other support personnel.

Assessment Center is utilized as an assessment tool during the selection and hiring process of entry-level police personnel and during the promotional process for the ranks of sergeant, lieutenant, and captain.

Training Bureau conducts the Basic Law Enforcement recruit classes, manages training activities for law enforcement personnel to include training mandated by the State of Florida to maintain Criminal Justice Standards and Training Commission certification, and conducts specialized training activities, such as first responder (CPR and AED), bicycle certification, officer survival skills, community oriented policing, crime scene techniques, investigative techniques and crime analysis procedures.

MDPD provides a variety of ancillary services incumbent on a large metropolitan law enforcement agency. These services, denoted in Exhibit F and provided by departmental elements not listed above, will be provided to the City without additional costs. As further areas in unincorporated MDC continue to incorporate, it will be necessary to re-evaluate the distribution of costs of these ancillary services to the appropriate incorporated areas.

ARTICLE VI

MAINTENANCE OF ABILITY

MDPD shall furnish to, and maintain for the benefit of, the City, without additional cost, all necessary labor, supervision, equipment and vehicles in good working condition, communication facilities and routine supplies necessary and proper for the purpose of performing the services, duties and responsibilities described in this agreement.

In all instances where special supplies, stationery, notices, forms, business cards, City seal and the like must be issued in the name of the City or its seal, the cost shall be incurred by the City.

ARTICLE VII

CONSIDERATION

For local police services:

The City will pay $17,835,443 for local police services for the first year of this agreement as indicated in Exhibit I. The City shall make payments to MDC in equal monthly payments of $ 1,486,287. The payments by the City shall be made to MDC no later than the 30th day of the following month without demand. The first payment from the City to MDC for services rendered from the effective date of this agreement through _____, 2004 shall be due on _____, 2004.

The City's payment for local police services shall be based on the staffing level in Exhibit B. The City shall not pay for the cost of the City Commander for the first year of this Agreement.

Within 30 days from the end of each fiscal quarter, MDC shall issue a credit or debit memorandum to the City based upon a reconcillation of the payments made by the City and actual personnel and vehicle costs of personnel assigned to the City. The actual costs shall include direct salaries, plus all associated fringe benefit costs, overhead costs and vehicle costs. Each quarter's debit or credit memorandum shall be applied by the City to the following month's payment.

Payment by the City for optional services will be based upon services rendered to the City at the rates specified in Exhibit D. MDC will invoice the City on a quarterly basis for optional services. Payments for optional services are due no later than the 15th day from receipt of an invoice by the City provided that the first payment from the City to MDC for services rendered from the effective date of this agreement through _____, 2004, shall be due on _____, 2004.

Payment for the services provided by MDC for subsequent years shall be based upon the level of staffing services requested by the City utilizing the actual costs of personnel and equipment.

The County will retain all 911 fees generated within the city to offset the costs of providing 911 services.

Except for the 911 fees, the City shall retain the right to receive all revenues generated pursuant to Florida Statutes and available to municipalities for law enforcement activities.

The County agrees to cooperate with the City in the preparation and submittal of any federal and state grant funding applications.

ARTICLE VIII

DISTRICT OFFICE

MDPD personnel assigned to the City may continue to utilize the Carol City Station located at 18805 NW 27 Avenue.

Costs associated with the district station to include cost allocation, utilities, general operating supplies, and maintenance are included in the overhead rate paid by the City. MDPD shall provide the City with a non-

emergency phone line dedicated to the City. MDC will work cooperatively with the City to determine the best method and cost of implementing this provision.

The City reserves the right, at its sole expense, to establish a police station and/or, satellite offices with appropriate equipment, subject to the approval of MDPD, and approval shall not be unreasonably withheld. Upon approval, MDPD shall relocate the City of Miami Gardens personnel to this location. The City shall be responsible for items such as space rental, furniture, fixtures, regular telephones, capital equipment and utilities, in the event the City exercises its right to establish its own police station. In the event the City exercises this option, the overhead charges to the City specified in Exhibit E for MDPD shall be reduced accordingly. In the event the City exercises its right to establish its own police station or satellites office(s), MDPD shall be responsible for installing and maintaining the following specialized police equipment: base station radio, bullet proof glass, external antennaes and FCIC/NCIC software.

ARTICLE IX

COMMAND STAFF

MDPD recognizes the importance of the City Commander in the provision of law enforcement services to the City, and will make every effort to designate a City Commander who will be responsive to the City and the community, meet the needs of area residents, businesses and visitors, and ensure the highest level of law enforcement activities are provided to the City.

The Director or designee shall appoint the City Commander. The City Commander shall, among other specified duties, act as liaison between the City and MDPD.

In the event the City becomes dissatisfied with the performance of the City Commander, specific concerns regarding performance should be discussed with the North Operations Division Chief to ascertain avenues of resolution and immediate remediation, if any.

If specific issues cannot be resolved, the City Manager may request removal of the City Commander, and the Director or designee may, upon the request made by the City Manager, designate a new City Commander through the selection process prescribed in this agreement. The North Operations Division Chief and the City Manager shall meet to discuss possible remedies to any problems experienced by the City. MDPD agrees to act expeditiously and in good faith in resolving any problems experienced by the City and in replacing the City Commander.

The City Commander will be permanently located in the same facility as police personnel assigned to the City. However, in the event that this location differs from the City's governmental facility, the City Commander will liaison daily with the City Manager or his/her, designee.

The City and MDC will collectively be responsible for all emergency management duties of the City, in conjunction with the City and MDPD emergency operations policies and procedures. ARTICLE X

EMPLOYMENT RESPONSIBILITY

All police officers and other persons employed by MDPD in the performance of local police services for the City shall be and remain MDC employees.

MDPD employees assigned to the City will continue to abide by the MDPD policies and procedures established in the Departmental Manual and pertinent subordinate directives.

MDC is, and shall be, in the performance of all work, services and activities under this agreement, an independent contractor and not an employee, agent or servant of the City. Nothing in this agreement shall be construed to create an employment relationship between the City and any MDC employees.

ARTICLE XI

EMPLOYMENT; RIGHT OF CONTROL

MDPD shall have and maintain the responsibility and control of the services rendered, standards of performance, discipline of personnel, all personnel-related matters and other matters incident to the performance of the services, duties and responsibilities, as described and contemplated in this agreement.

Since it is imperative for MDPD personnel assigned to the City to become acquainted with the general characteristics of the city, personnel assigned to the City shall become familiar with its geography, its industrial, business and residential composition and its crime problems.

The City Commander, after notification to the City Manager, shall have the discretion to assign new personnel and to transfer or reassign any personnel assigned to the City pursuant to departmental policies and collective bargaining agreements. MDPD will not make arbitrary staff changes. Transfers may be made for promotional, career opportunity, at the request of the employee, or at the

request of the NOD chief, or at the discretion of the Director of MDPD or designee.

Staffing levels are listed in Exhibit B of this Agreement, and may be modified by the City Commander, with the approval of the City Manager, from time to time as needs arise. The level, degree, type of service and number of positions assigned to each service shall be determined by the City Manager in consultation with MDPD. However, at no time shall the staffing level be less than the determined minimum number of requisite positions mutually agreed upon and reflected in Exhibit C. The City Commander may utilize overtime to fill temporary vacancies caused by, but not limited to, leave issues, temporary disability, relief of duty and Family Medical Leave Act. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsibility of the city.

The City Commander may maintain staffing levels by adjusting the schedules of personnel assigned to the City.

Staff schedules may be adjusted temporarily upon the approval of the City Commander to meet operational needs, not to exceed one pay period. Any permanent adjustment to staff schedules to include those which exceed one pay period will require the written approval of both the City Manager and the City Commander or designee. Pursuant to the MDC collective bargaining agreements, the final decision of any unresolved issues regarding this matter will be left at the discretion of the Director of MDPD.

In the event the City Manager becomes dissatisfied with the performance of any personnel assigned to the CITY, the City Manager shall discuss the concerns with the City Commander. Upon the request of the City Manager, the City Commander may transfer or reassign personnel out of the City with the concurrence of the Director of MDPD or designee.

The City Commander shall provide the City Manager with a prompt written notice of any transfer, change in status or reassignment of City police personnel initiated by MDPD.

Any transfer or reassignment of personnel out of the CITY shall not occur without first filling the vacated position . In the event of such vacancies exceed 120 calendar days, the vacant positions shall be immediately filled.

The City Commander will promptly address concerns expressed by the city manager regarding performance of police personnel pursuant to the departmental policies and procedures, career service procedures and collective bargaining agreements.

Notwithstanding the provisions of this article, if the City Commander determined that, as a result of staff re-assignments, there will be a material change in the tenure ratio of officers, the City Commander shall obtain approval of the City Manager prior to implementation of the change in tenure ratio.

ARTICLE XII

EMPLOYMENT; AUTHORITY TO ACT

Each sworn officer of MDPD who, from time to time, may be assigned to the City, to the extent allowed by law, shall be, and hereby is, vested with the police powers of the City that are necessary to provide the police services under this agreement. This vesting of powers is made for the sole and limited purpose of giving official and lawful status to the performance of law enforcement services provided by sworn officers.

Every sworn officer of MDPD assigned to the City shall be deemed to be a sworn officer of the City while performing the services, duties and responsibilities that constitute municipal functions and are within the scope of this agreement.

Sworn officers of MDPD shall be, and hereby are, vested with the additional power to enforce the ordinances of the City, to make arrests incident to the enforcement of MDC and city ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers.

ARTICLE XIII

OVERTIME DETAILS AND SPECIAL ASSIGNMENTS

The City Manager may request additional police personnel assigned to patrol within the City in order to provide additional police security activities for special initiatives, City sponsored activities and events. The additional police security activities shall be provided on an overtime basis and shall be paid for based upon the actual personnel costs to, include overtime and applicable fringe benefit rates, pursuant to applicable collective bargaining agreements.

The City Manager will make every effort to notify the City Commander, in writing, at least 14 days, or as soon as practical, prior to a City event to request police personnel.

The City Commander, within the constraints of the collective bargaining agreements and with the approval of the City Manager, should have maximum flexibility to modify staff assignments, develop special assignments for staff and

coordinate staff participation in special task forces and groups (i.e. Honor Guard, September 11th Disaster Response and Operation Blue Lightning).

ARTICLE XIV

OFF-REGULAR DUTY DETAILS

Private companies, associations and citizens may request additional police services be provided on an off-regular-duty basis pursuant to the Miami-Dade County Administrative Order 7-15, Rates for Special Off Duty Services.

Off-regular-duty activities will be governed in accordance with MDPD policies and procedures.

ARTICLE XV

SPECIAL EQUIPMENT PROVISION

Each patrol unit may prominently display on the vehicle exterior at a location to be designated by MDPD, and agreed upon by the City Manager, the legend "City of Miami Gardens" and the City seal in accordance with the vehicle markings depicted in Exhibit H. A substantial change to the design and, or, graphics of MDPD marked patrol unit shall require the approval of both the Director and the City Manager.

Vehicles utilized by units assigned to the City shall be provided, maintained, and purchased solely by MDPD.

Each uniform may have, as a minimum, a unique and distinctive police uniform patch utilized as the City of Miami Gardens identifier for MDPD personnel assigned to the City and shall be placed on left sleeve of the police uniform. The distinct police uniform patch must be consistent in size, design and format with MDPD police uniforms, and subject to MDPD review.

Each uniform may have a unique and distinctive pin made part of the officer's nameplate, or placed below the officer's nameplate, and utilized as the City of Miami Gardens identifier for MDPD personnel assigned to the City. The distinctive pin must be consistent in size, design, and format with MDPD police uniforms, and subject to MDPD review.

The costs for the design and acquisition of the items mentioned in this article shall be incurred by the City.

All property and equipment purchased by the City through the City's general fund or forfeiture monies for use by MDPD personnel assigned to the City

will be the sole property of the City, and shall be subject to the approval of MDPD to ensure consistency with its policies and procedures and operational uniformity. Should the City elect to purchase their own equipment, the cost associated with maintenance and repairs will be incurred solely by the City. Any agreements for sale of the property to MDPD will be approved pursuant to the City's policies and procedures.

ARTICLE XVI

REPORTING

MDPD will provide the following reporting services to the City:

Annual Fiscal Report. MDPD shall submit an annual report detailing the City's budgetary police expenditures and reconciliation of funds. MDC shall deliver any audit reports on police expenditures relating to the City's local patrol services to the City Manager within 20 days of the preparation of the report by a County auditor or delivery of the report to the County by an outside auditor.

Forfeiture Reports. MDPD shall submit a biannual report detailing forfeiture activity involving law enforcement personnel assigned to the City for the period and the year. The report shall include a description and estimate of value of properties seized and whether or not disposition has been adjudicated.

Maintenance of Criminal Records. MDPD Central Records Bureau is the central repository for all departmental records and ensures compliance with Florida Public Records Law, Chapter 119, Florida Statute. MDPD will continue to maintain Offense/Incident Reports, Supplemental Reports, Arrest Affidavits relating to the City, and report uniform crime statistics to the Florida Department of Law Enforcement on behalf of the City.

Notification of Significant Situations. The City Commander, or designee, will notify the City Manager, or his or her designee, and appropriate MDPD chain-of-command personnel, in the event of a significant criminal occurrence or emergency situation within the CITY. The City Commander and City Manager shall designate what they consider "significant" by a memorandum, signed by each.

Reporting Systems. MDPD will collect accurate crime statistics, calls for service data, average response time and other related law enforcement statistics specifically within the City boundaries in order to provide accurate data collection on law enforcement services provided in the City.

Reporting Period. MDPD will provide monthly, quarterly, and yearly reports regarding criminal activity, workload indicators, and crime statistics, and

other information regarding law enforcement services provided to the City, as well as *ad hoc* reports when requested by the City Manager.

Towing Report. MDPD shall submit a monthly report detailing all tows that have occurred within the CITY.

Vacancy Reports. MDPD shall submit a monthly report detailing the number of vacant positions to the City Manager by the 15th day of the month immediately following the month in which the vacancy occurred. The report shall state whether the MDPD complied with the minimum number of requisite police patrol staffing levels was met for the reporting period.

ARTICLE XVII

TOWING

MDPD will continue to utilize the existing MDC contract for towing services related to police enforcement.

Any revenues derived from towing as a result of police enforcement activities within the City will be credited to the next payment due from the City.

The City may issue a separate towing contract for activities unrelated to MDPD police services.

ARTICLE XVIII

FINES AND FORFEITURES

The City shall have title to, and the power to dispose of, fines, forfeitures and unclaimed property.

The City will be solely responsible for the administration, control, financial management and compliance requirements of all federal and state forfeiture funds awarded to the City.

The MDPD Legal Bureau will be solely responsible, pursuant to established departmental policies and procedures, for all other matters concerning state and federal forfeitures involving MDPD personnel assigned to the City.

The City's share of fines and forfeited property will be based upon the ratio that the participation of the law enforcement personnel assigned to the City bears to the participation of all law enforcement agencies participating in the seizure of the property in accordance with state and federal law.

ARTICLE XIX

CLAIMS

MDC is a political subdivision of the State of Florida and has elected to provide a program to administer and resolve claims that would generally be covered by a contractual insurance carrier, subject to the provisions of Section 768.28, Florida Statutes.

During the term of this agreement, MDC shall process any and all claims by any parties related to MDC's performance of services specified in this agreement, subject to the limitations of Section 768.28, Florida Statutes.

ARTICLE XX

INDEMNIFICATION

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the City shall defend, indemnify and hold harmless MDC and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which MDC or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this agreement by the City, its employees, officers and agents. MDC shall promptly notify the City of each claim, cooperate with the city in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, MDC shall defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this agreement by MDC, its employees, officers, and agents. The City shall promptly notify MDC of each claim, cooperate with MDC in the defense and resolution of each claim and not settle or otherwise dispose of the claim without MDC's participation.

The indemnification provisions of this agreement shall survive termination of this agreement for any claims that may be filed after the termination date of the agreement provided the claims are based upon actions that occurred during the performance of this agreement.

ARTICLE XXI

EVENT OF DEFAULT

An event of default shall mean a material breach of this agreement by Miami-Dade County as follows:

MDPD repeatedly disregards local patrol police priorities established by the City Manager which the MDPD is required to observe by this contract and which have been communicated in writing to MDPD.

MDPD does not maintain sufficient personnel in the City to handle routine and emergency patrol activities as required by Exhibit B.

MDPD consistently fails to meet the levels of service outlined in Article III.An event of default shall mean a material breach of this agreement by the City as follows:

Failure of the City to provide payment as stipulated.

Failure of the city to fund the minimum staffing level as indicated in Exhibit C necessary to provide adequate local police services and safety to police personnel.

Failure of the city to establish specific, written and attainable local priorities for local police activities.

ARTICLE XXII

TERMINATION AND REMEDIES

The City or MDC may terminate this agreement only for an event of default, unless the default is cured as provided in this article.

If an event of default occurs, in the determination of the City, the City shall notify MDC, specify the basis for the default and advise MDC that the default must be cured to the City's reasonable satisfaction within a 60-day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as MDC has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of MDC, MDC may notify the City, specify the basis for the default and advise the City that the default must be cured to MDC's reasonable satisfaction within a 60-day period. MDC may grant additional time to cure the default, as MDC may deem

appropriate, without waiver of any of MDC's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period or any other period which MDC prescribes.

In the event that either party breaches a material term or condition of this agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within 30 days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term of condition of this agreement. The parties shall submit to the dispute resolution procedures of Chapter 164, Florida Statutes, prior to the filing of any legal proceeding.

ARTICLE XXIII

OPTION TO RENEW

The parties shall meet no later than June 1, 2006, to negotiate the terms and conditions of any extension (the "Renewal Term") to the Initial Term listed in Article XXIV and shall conclude such negotiations no later than September 1, 2006, in order for both parties to anticipate budgetary considerations for fiscal year range. The Renewal Term may be for a period of up to five years.

In the event that the parties cannot come to a mutual agreement on the terms and conditions of the Renewal Term, this Agreement shall expire on the date specified in Article XXIV.

ARTICLE XXIV

TERM

This agreement shall be effective on December 01, 2003, and shall expire at midnight on November 30, 2006, unless terminated earlier as specified in Article XXII.

ARTICLE XXV

TRANSITION

In the event of the termination for default or expiration of this agreement, MDC and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from MDPD to a local police department and to maintain during the transition period the same high quality of police protection prescribed by this agreement for the residents, businesses and visitors of the City.

Upon the expiration of this agreement relating to local police and related support services, as required by Article IX, Section 9.4 of the City Charter, the transition period shall be no less than 12 months.

Upon completion of the transition period and in the further event that the City is unable to provide the same level of local police protection through its own police force at the time of the termination or expiration, the term of this agreement shall be extended upon the written request of the City Manager in 90 day increments or until the City is capable of rendering the police service.

The compensation to be paid to MDC during the phase-out period shall be a pro-rated at the time of termination or expiration, and shall be in an amount agreed to by the parties.

ARTICLE XXVI

INDEPENDENT CONTRACTORS

MDC, for the purposes of this agreement, is and shall remain an independent contractor provided; however, independent contractor status shall not diminish the power and authority vested in MDPD and its sworn officers pursuant to Article XII.

ARTICLE XXVII

RECORDS, INSPECTION, AUDIT

MDC shall keep records with respect to the expenditure of funds paid by the CITY and the services provided to the CITY under this agreement. All the records shall be retained by MDC for a minimum of three years from the date of termination or expiration of this agreement. MDC shall maintain accounting records on expenditures under this agreement in accordance with generally accepted accounting standards, generally accepted government accounting standards, and other applicable standards.

The City Manager, or his or her designee, may inspect and audit the records upon reasonable notice to MDC. Reasonable notice should include a written

request no less than seven working days prior to the intended site visit and the identification of the specific records to be inspected.

MDC shall provide access to the City Manager or his, or her, designee to the records during regular business hours. MDC agrees to provide the assistance, as may be necessary, to facilitate the inspection or audit by the City to insure compliance with applicable accounting and financial standards.

Should the City, in any audit of MDC's records, find a discrepancy between the actual amount of funds paid by the City and the actual services received by the City from MDC, or the costs of the services, or the City finds a discrepancy in the amounts provided in the reconciliation by MDC, then MDC shall, within 30 days of receipt of written notification from the City Manager, either credit or debit the City the amount of the discrepancy or refund the amount. If MDC disagrees with the City's audit, MDC shall notify the City Manager within 15 days of the receipt of the audit findings requesting an independent audit. The City Manager and the County manager shall mutually agree to the selection of an independent auditor to review the audit and resolve the discrepancies. The auditor's fee will be paid by both parties equally.

ARTICLE XXVIII

AUTHORITY TO EXECUTE; NO CONFLICT CREATED

The County manager, by execution of this agreement, represents to the City that he has full power and authority to make and execute this agreement pursuant to the resolution of the County commission.

The City mayor, by the execution of this agreement, represents to the MDC that the manager has full power and authority to make and execute this agreement pursuant to the resolution of the City Council.

ARTICLE XXIX

AMENDMENTS

This agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE XXX

NOTICE

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

City: City Manager
City of Miami Gardens
c/o Cross Point Center
1515 NW 167 Street
Building 5, Suite 200
Miami, Florida 33169

and City Attorney
c/o Cross Point Center
1515 NW 167 Street
Building 5, Suite 200
Miami, Florida 33169

MDC: County Manager
Miami-Dade County
Stephen P. Clark Center
111 NW First Street
Suite 2910
Miami, Florida 33128

and Director
Miami-Dade Police Department
9105 NW 25 Street
Miami, Florida 33172

and Office of the County Attorney
Stephen P. Clark Center
111 NW First Street
Suite 2810

Miami, Florida 33128

ARTICLE XXX

NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this agreement.

ARTICLE XXXI

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the agreement.

The exhibits referred to and annexed to this agreement are made a part of this agreement.

If a court of competent jurisdiction renders any provision of this agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this agreement.

ARTICLE XXXII

BINDING EFFECT

This agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

(Signature Page Follows)

ATTEST:

By:_____

City Clerk

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY:

By: _____

City Attorney

CITY OF MIAMI GARDENS,

a municipal corporation

_____

Shirley Gibson Mayor

MIAMI-DADE COUNTY

A political subdivision of the

State of Florida

By it's Board of County

Commissioners:

_____

George Burgess

County Manager

ATTEST:

HARVEY RUVIN, CLERK

By_____

Deputy Clerk

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY:

By_____

County Attorney

EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

UNIFORMS AND EQUIPMENT

I. Police: Includes Police Reserve Officers

	QUANTITY AUTHORIZED		
	Officer	Motorcycle	Mounted
Ammunition, Rounds	18	18	18
Armor, Body	1	1	1
Badge, Breast	1	1	1
Badge, sew on, gold color, supervisor silver color, officers	2	2	2
Baton	1	1	1
Belt, Service, 2 1/4"	1	1	1
Belt Stop	1	1	1
Binder, 3-ring	1	1	1
Boots		2	2
Breeches		5	5
Buttons, Shirt, Silver			30
Cap, Baseball	1	1	1
Cap, Uniform	1	1	1
Cargo Pants	1	1	1
Cargo Shirts	1	1	1
Carrier, Radio	1	1	1
Cover, Cap	1	1	1
Coveralls	1	1	1
Decal, Helmet	1	1	1
File, Expanding	1	1	1
Footwear, Special Purpose	1		
Gas Mask	1	1	1
Gloves, Orange	1	1	1
Handbook, Florida Law Enforcement	1	1	1
Handcuffs	1	1	1
Handcuff Case	1	1	1
Hat, Lawman-Style, Straw			1
Helmet, General Duty with straps	1	1	1
Helmet, Motorcycle		1	
Holder, Baton	1	1	1
Holster, Revolver/Semi-automatic	1	1	1
Insignia, Assignment Designator			
Selected Elements	16	16	16
Departmental	16	16	16
Insignia, Hat	1	1	1
Jacket, Brown	1	1	1
Jacket, Waist Length Cold Weather (Motorcycle and Canine only)		1	
Keepers, D-ring		2	2
Keepers, Belt	4	4	4
Manual, Departmental	1	1	1
Map, Street	1	1	1
Mask, Protective (CPR)	1	1	1
Name Plate	1	1	1
Poncho			1
Raincoat	1	1	1
Revolver	1	1	1
Scarf (Honor Guard and Mounted Patrol only; one white, one black)			2
Scarf, Gold color, sergeants			1
Scarf, Brown color, officers			1
Shirt, Long Sleeve, Taupe	2	2	2
Shirt, Short Sleeve, Taupe (police reserve officer, 2)	5	5	5

EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

	QUANTITY AUTHORIZED		
	Officer	Motorcycle	Mounted
Shoes, Deck (Marine Patrol only)	1		
Shoes (Male or Female) Class A	2	2	2
Shoes, Class B	1	1	1
Skirt (issued to lieutenants and above)			
Speed Loader	1	1	1
Speed Loader Pouch	1	1	1
Strap, Shoulder	1	1	1
Trousers, Male or Female, Brown, with stripe (police reserve officer, 2)	5	5	5
Vest (issued to selected departmental elements)	1	1	1
Whistle	1	1	1
Whistle Strap	1	1	1

II. Police Officer Trainee, Public Service Aide, Police Records Specialist

	Police Officer Trainee	Public Service Aide	Police Records Specialists
Armor, Body	1	1	
Baton	1		
Belt, Service, 2 1/4"	1	1	
Belt Stop	1	1	
Belt, Web, Uniform (Return after graduation)	1		
Binder, 3-ring	1	1	
Cap, Uniform	1	1	
Carrier, Radio		1	
Cover, Cap	1	1	
File, Expanding	1		
Gloves, Orange	1		
Handbook, Florida Law Enforcement	1	1	
Handcuffs	1		
Helmet, General Duty with straps	1		
Holder, Baton	1		
Insignia, Assignment Designator		10	10
Metropolitan Police Institute (MPI) Emblems for Trainees	10		
Jacket, Blue	1		
Jacket, Brown		1	
Manual, Departmental	1	1	1
Map, Street	1	1	
Mask, Protective (CPR)	1	1	1
Name Plate	1	1	
Raincoat	1	1	
Shirt, Long Sleeve, White		2	
Shirt, Short Sleeve, Blue	5		
Shirt, Short Sleeve, White		5	5
Shoes (Male or Female) Class A	2	2	1
Shoes, Class B		1	
Trousers, Male or Female, Brown, with stripe		5	
Trousers, Male or Female, Brown, no stripe			5
Trousers, Blue, Male or Female	5		
Whistle	1		

EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

	QUANTITY AUTHORIZED	
	Civilian Supervisor	Civilian Worker
III. Civilian Uniformed Personnel (Class K)		
Belt, Black	1	1
Coveralls	1	1
Jacket, Blue	1	
Nameplate (Gold)	1	
Nameplate (Silver)		1
Shirt, Short Sleeve, Khaki or White	5	5
Shoes, Low Cut, Black	1	
Shoes, Safety	1	1
Shoulder Patches	12	12
Trousers, Khaki or Brown	5	5

IV. Communications Bureau (Class L)	Police Dispatcher and Complaint Officer
Belt	1
Jacket, brown	1
Patches	12
Shirt, knit, white	5
Shoes/Sneakers	1
Trousers or Skirts	5

V. School Crossing Guards	Crossing Guard
Belt, Web, Uniform	1
Cap, Baseball, Blue	1
Embroidered Tab, Supervisor	1
Gloves, Orange	2
Jacket, Blue	1
Raincoat	1
Shirt, Short or Long Sleeve, White	5
Shoes, Male or Female, Black	1
Shoulder Patches	8
Trousers, Male or Female, Blue	5
Vest, Safety, Orange	2
Whistle	1
Whistle Strap	1

EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

VI. Honor Guard Unit (additional items)

Item	Quantity Authorized
Ammunition, Rounds, Silver Tip	6
Belt	1
Buttons, Shirt, Silver	30
Chain, Whistle	1
Gloves, White (Pair)	4
Grips, Wooden, Large	1
Handcuff Case	1
Hat, Lawman-Style, Straw, Brown	1
Holster, Swivel, Revolver (Right Only)	1
Honor guard Tabs	6
Insignia, Hat Badge	1
Jacket, Brown	1
Keepers, Belt	4
Longevity Emblems	Varies
Citation Cords (2 White/1 Black)	3
Name Plate	2
Revolver, Smith & Wesson	1
Sam Brown Belt	1
Ascots (2 White/1 Black)	3
Shirts, Long Sleeve, Taupe	2
Shirts, Polo	3
Shoes, Black	1
Speed Loader	1
Speed Loader Pouch	1
Stars, Honor guard, Collar	2
Trousers, Male/Female, Brown	2
Whistle, Silver	1
Wreath	1

EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

Class A, Sworn Formal Uniform

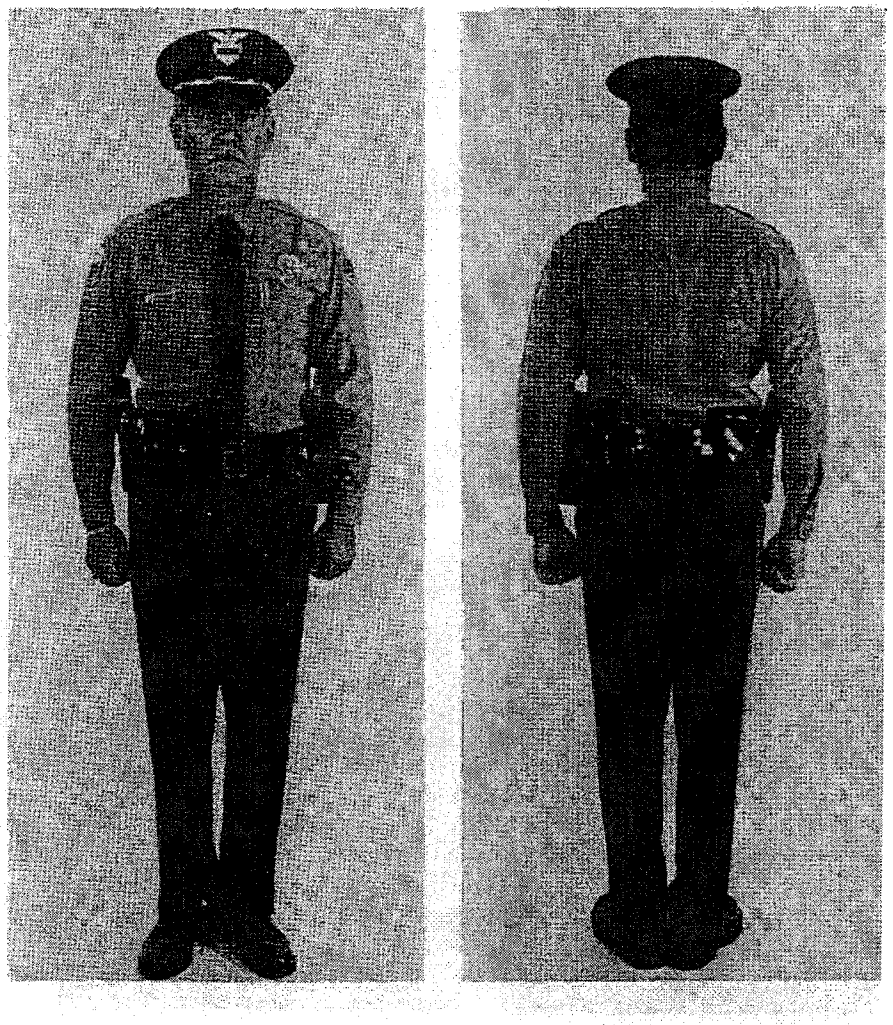


EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

Class A, Sworn Formal Uniform - Motorcycle Unit

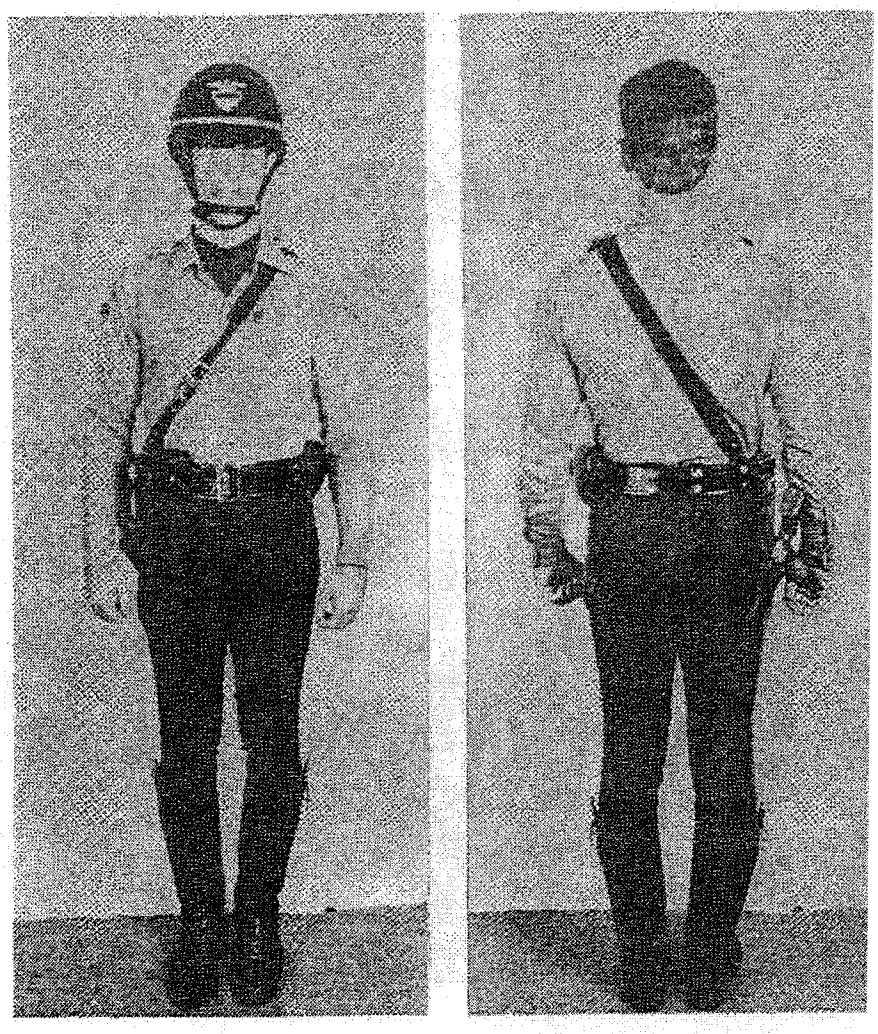
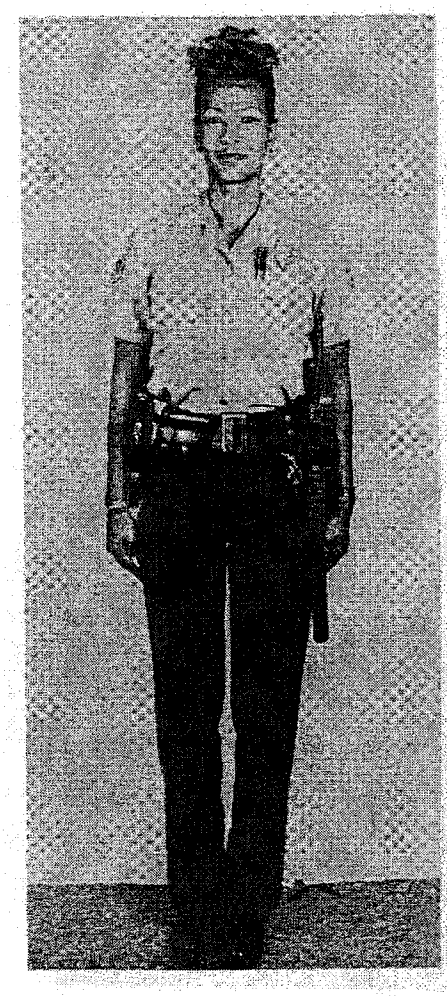


EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

Class B, Sworn Abbreviated Uniform



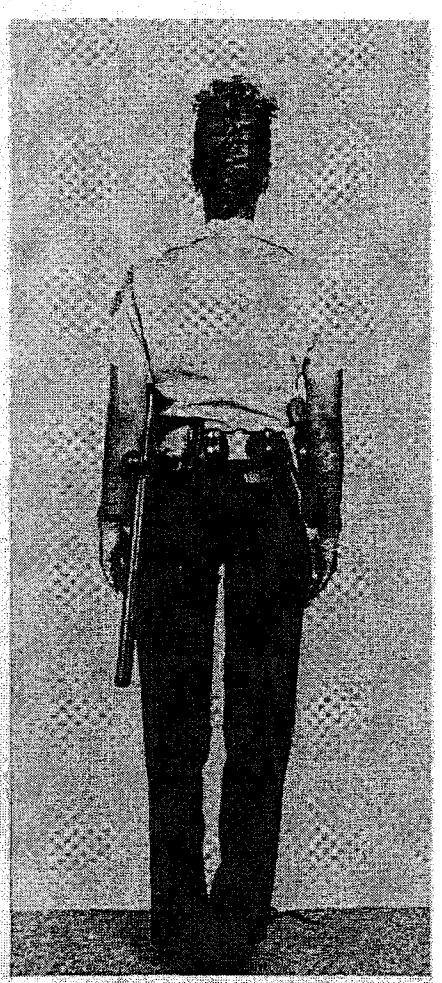


EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

Class B, Sworn Abbreviated Uniform - Motorcycle Unit

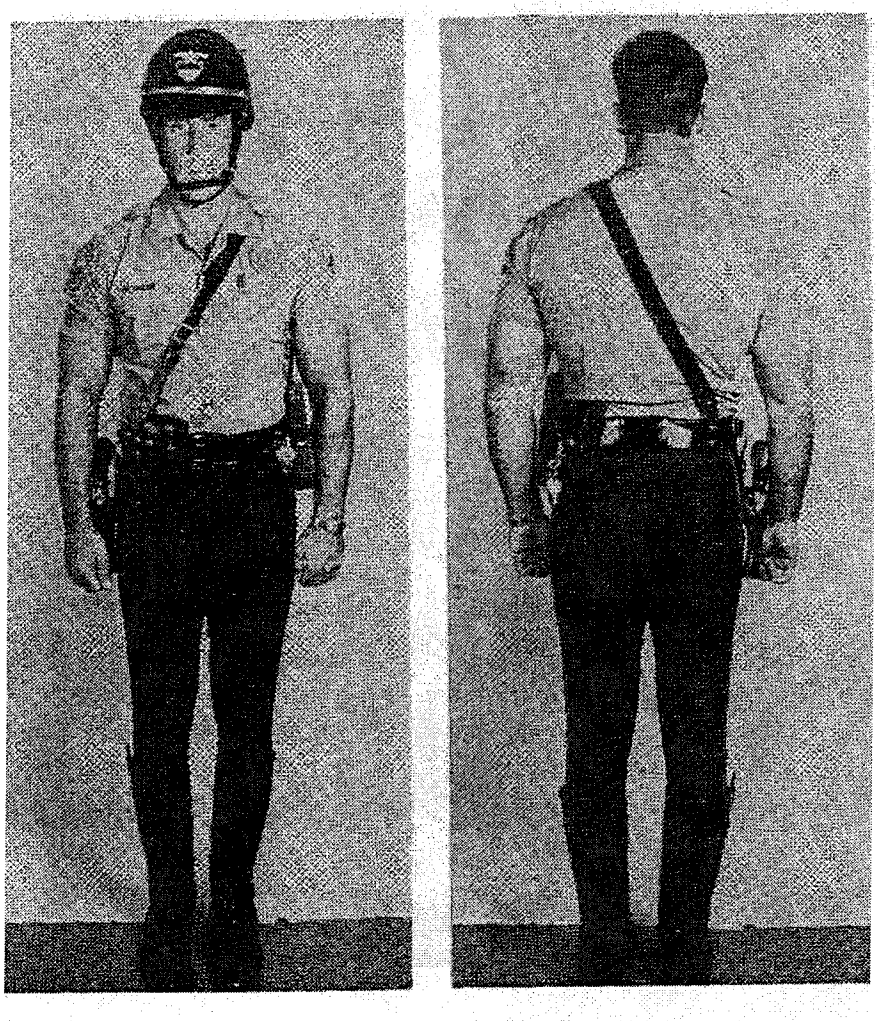


EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

Class A or B Option, A-Line Skirt

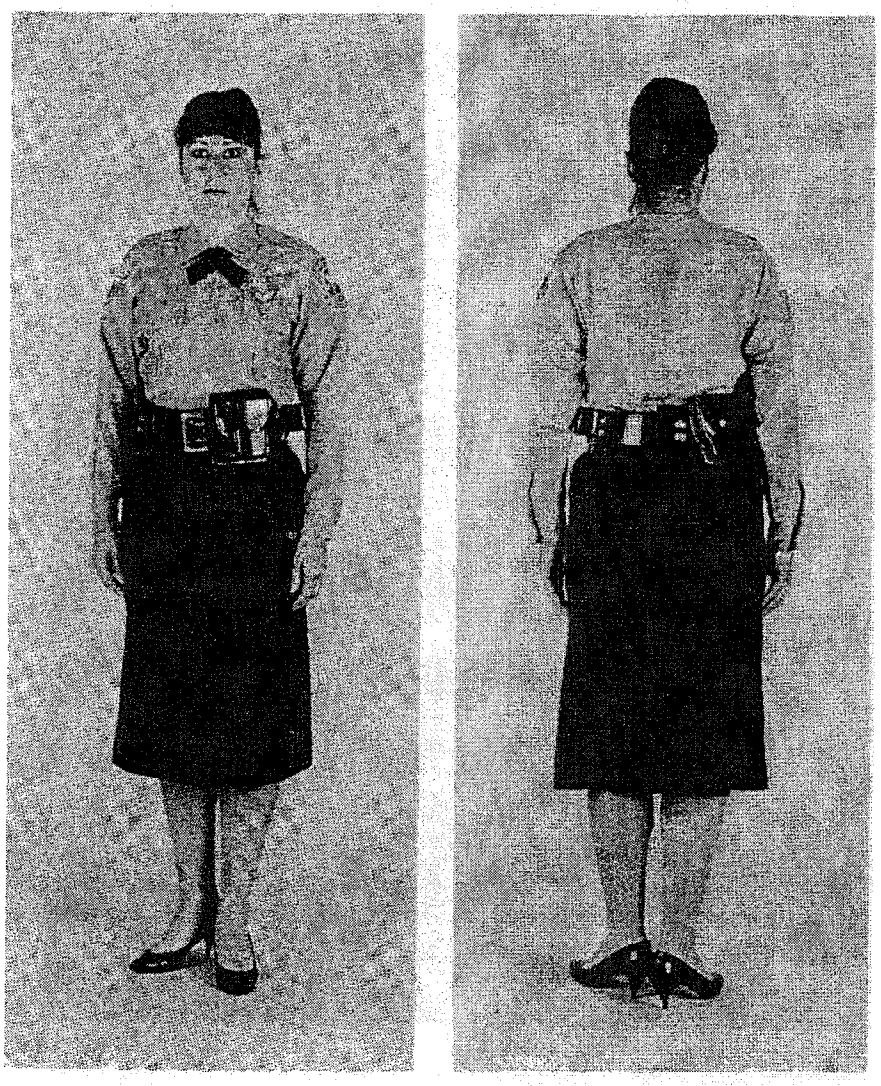


EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

Class C, Honor Guard Uniform

X

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EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

Class D, Police Officer Trainee Uniform

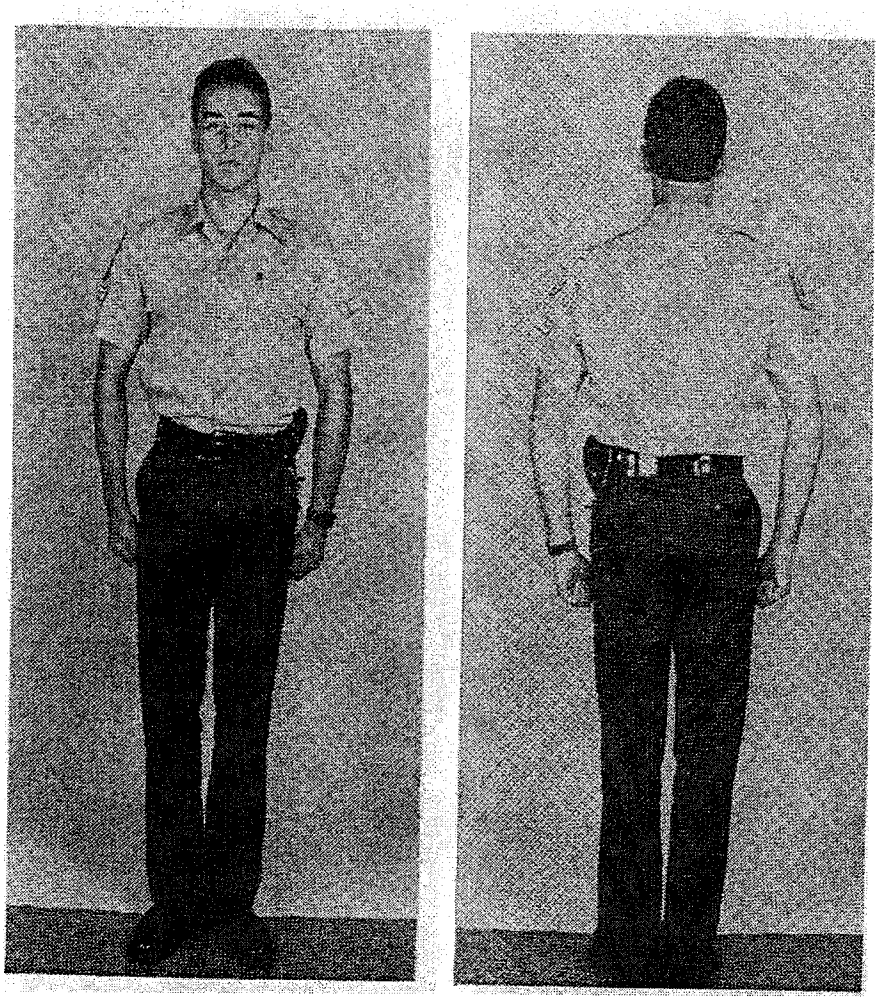

EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

Class E, Special Use Uniform

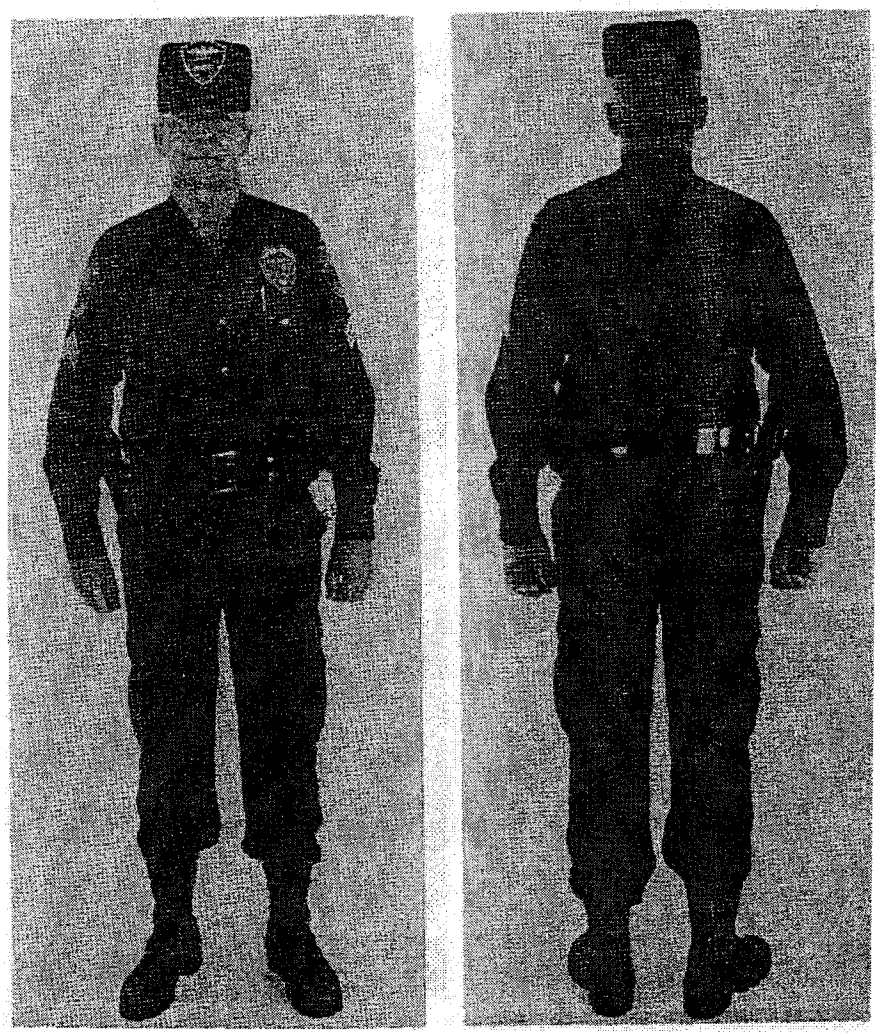

EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

Class F, Formal Public Service Aide Uniform

EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

Class G, Abbreviated Public Service Aide Uniform

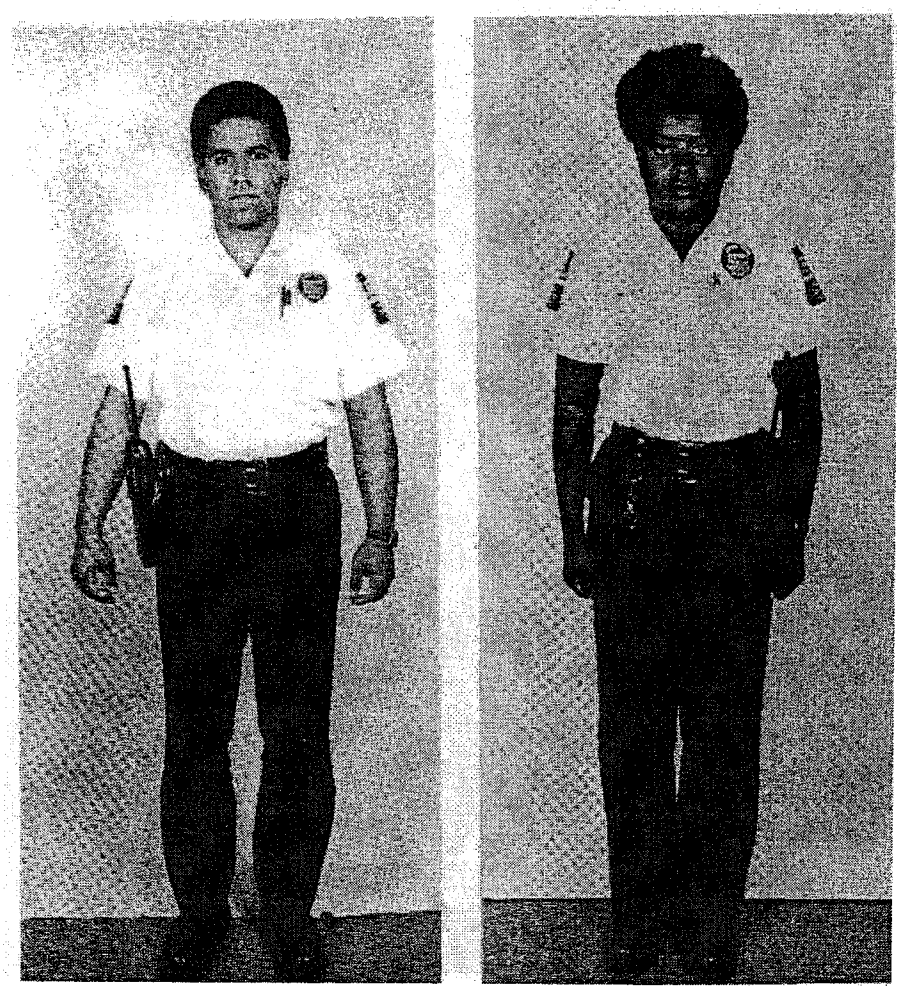

EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

Class K, Civilian Uniform

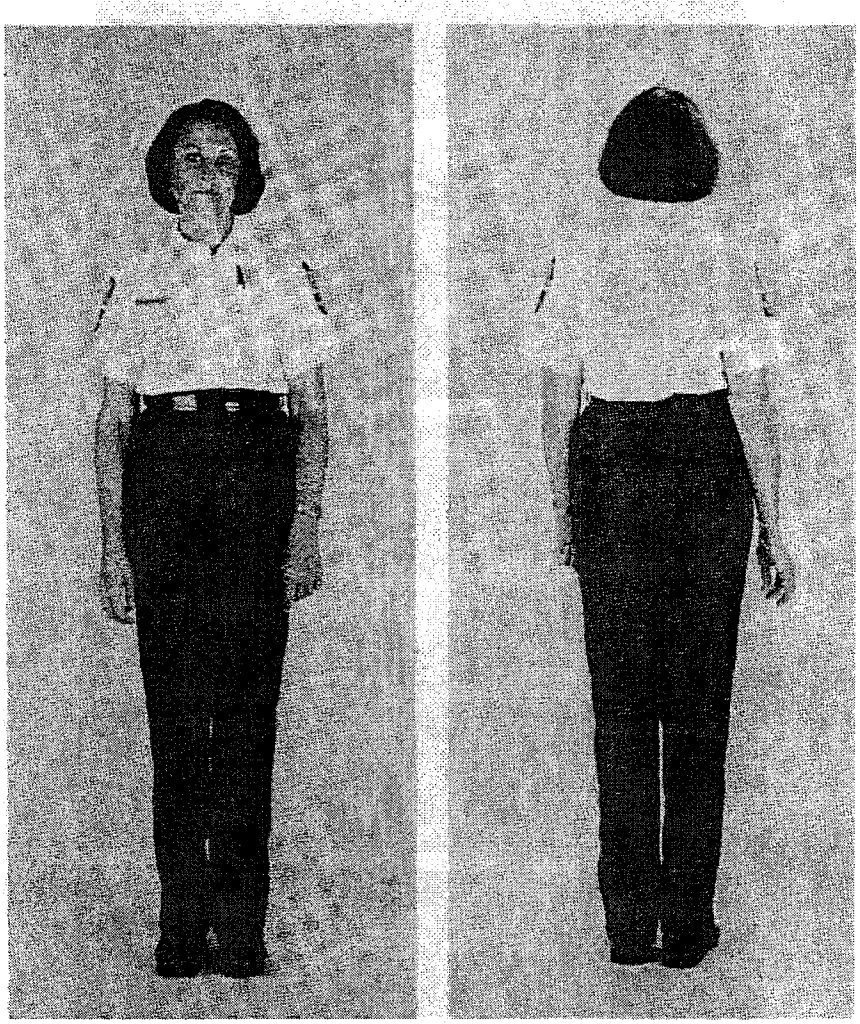

EXHIBIT B
THE CITY OF MIAMI GARDENS
Base Police Patrol Staffing Level

Job Classification	Quantity
Police Major	01
Police Captain	01
Police Lieutenant	06
Police Sergeant	17
Police Officer	120
Police Records Specialist	04
Police Crime Analyst	04
Secretary	02
Administrative Secretary	01
Data Entry Specialist	01
Police Station Specialist	01
Public Service Aide	08
Total	166

EXHIBIT C

THE CITY OF MIAMI GARDENS

MUTUALLY AGREED UPON MINIMUM NUMBER OF REQUISITE POLICE PATROL STAFFING

Job Classification	Quantity
Police Major	01
Police Captain	01
Police Lieutenant	06
Police Sergeant	17
Police Officer	120
Police Records Specialist	04
Police Crime Analyst	04
Secretary	02
Administrative Secretary	01
Data Entry Specialist	01
Police Station Specialist	01
Public Service Aide	08
Total	166

EXHIBIT D
THE CITY OF MIAMI GARDENS
FEE SCHEDULE FOR OPTIONAL SERVICES

Optional services provided by Marine Patrol, Motorcycle Patrol, and Special Events Units and Community Affairs Bureau may be conducted on regular on-duty and overtime status, as appropriate. Additionally, the Enhanced Enforcement Initiative activities are conducted by personnel throughout the Department on an overtime basis. Below is a list of average hourly and overtime rates including fringe benefits for optional police services. Other expenses such as educational/prevention activities will be charged as incurred.

Police Officer Hourly Rate	$30.99
Police Officer Overtime Rate	$42.62
Police Sergeant Hourly Rate	$39.23
Police Sergeant Overtime Rate	$54.99

Note: The average hourly and overtime rates will be-calculated annually.

Cost associated with the optional service of School Crossing Guard (SCG) Program includes SCG personnel costs and associated direct support costs that include supervisory personnel, operating and capital expenses that are included in the applicable overhead cost. Below is the estimated cost per SCG.

School Crossing Guard	$13,105.00

Note: SCG costs are subject to the overhead cost indicated in Exhibit E.

EXHIBIT E
CALCULATION OF OVERHEAD COSTS

FY 2003/2004 BUDGET ALLOCATION	UMSA INCREMENTAL OVERHEAD
Professional Compliance Bureau	$4,890,649
Facilities Management Section	$2,715,402
Electrical Service	$931,450
Water and Sewer Service	$143,300
Waste Collection	$85,980
Janitorial Service	$1,074,750
Building Leases	$2,436,530
Building Rentals	$0
Telephone	$2,467,196
Safety Equipment	$286,600
Personnel Management Bureau	
Psychological Evaluation	$110,000
Polygraph Report	$229,280
Assessment Center	$579,505
Radio Replacement	$2,357,600
Telecommunications	$1,164,599
Training Bureau	$5,270,007
DEPARTMENT TOTAL	**$24,742,849**
Total UMSA Police Cost	**$320,024,777**
Variable Overhead	**($24,632,849)**
Fixed Overhead	**($38,620,244)**
Total Direct Cost	**$256,771,683**
Overhead Rate	**9.64%**

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EXHIBIT F

CITY OF MIAMI GARDENS
LIST OF ANCILLARY MDPD SERVICES

1. The Office of the Director has the responsibility and authority for the management direction and control of the operations and administration of the Department and to provide efficient and effective police service to the citizens of Miami-Dade County. The Director has responsibility and authority to formulate plans and policies, and managerial coordination of all departmental operations, including fiscal management.
2. Police Legal Bureau reviews litigation in which the Department and its employees are involved. Provides counsel, assists in preparation of a response, and prosecutes forfeiture actions involving departmental seizures when appropriate. Maintains liaison with legal representatives of other governmental agencies.
3. Media Relations Bureau is the official departmental liaison with media representatives and assists news personnel in covering routine news stories, and at the scenes of incidents; prepares and distributes departmental news releases; coordinates and authorizes release of information about victims, witnesses, and suspects; coordinates and authorizes release of information concerning confidential investigations and operations; and publicizes departmental objectives, problems, and successes.
4. Police Services Bureau supports police districts through managing procurement efforts, performs administrative functions delegated by the Police Services Assistant Director, manages the juvenile curfew ordinance, automated external defibrillator program, the personnel resource allocation software program and houses the Municipal Services Unit.
5. Psychological Services Section advises on and implements departmental psychological services, and provides such services to departmental personnel.
6. Support Services Assistant Director is delegated responsibility and authority to assign and utilize personnel and material in an efficient and cost effective manner to provide: civil and criminal process issued by the courts; court security; departmental automated systems; criminal records; communications (police radio and emergency 911 telephone); building management and maintenance; and administrative and technical services concerning records, communications, information systems, resource and personnel management, and training functions.
7. Chief of the Centralized Services Division provides maintenance of criminal records, court security, civil and criminal process, liaison with the components of the courts and criminal justice system, and training functions.

EXHIBIT F

CITY OF MIAMI GARDENS
LIST OF ANCILLARY MDPD SERVICES

8. The Chief of Administration and Technology Division provides departmental budget, purchasing, supply, personnel, and fleet management functions, and non-tactical planning activities.
9. Budget and Planning Bureau is responsible for the development, preparation, and control of the Department budget and all related Miami-Dade Police Department (MDPD) funding sources. Prepares the official departmental Table of Organization. Prepares and publishes the Departmental Manual containing policies, rules, orders, and procedures. Revises the Departmental Manual on a continuing basis to reflect changes in departmental operations. Conducts research, analysis, and planning to prepare a departmental multi-year plan. Distributes analytical reports to affected organizational elements. Responsible for departmental compliance with accreditation standards. The Bureau has access to necessary information resources departmentwide, keeps the Director apprised of pertinent information, and makes programmatic recommendations when necessary.
10. Personnel Management Bureau provides for the recruitment, selection, and hiring of all MDPD employees; prepares and administers payroll activities; maintains personnel transaction records; maintains discipline, grievance, and appeal records; and coordinates employee benefit programs.
11. Resource Management Bureau coordinates all departmental activities related to expenditure of funds; purchases, maintains, and issues equipment; and administers the Law Enforcement Trust Fund and related accounting functions.
12. Information Services Division Chief is responsible for departmental automated systems and the handling of organizational information, data, and communications (police radio and emergency 911 telephone).
13. Information Systems Support Bureau is responsible for the planning, acquisition, implementation, and maintenance of all microcomputer operations including network management, host interconnectivity, and standardization of departmental software.
14. Systems Development Bureau is responsible for planning, development, implementation, and management of all automation/technology projects, including, but not limited to, the Police Automated Reporting System, Computer Aided Dispatch, Mobile Computing Units, the Crime Analysis System, the Geographic Information System, the Criminal Justice Information System, FCIC II, NCIC 2000, the Adult and Juvenile Mugshot System, the Crime Information Data Warehouse, the Personnel Profile System, the Internal Affairs System, the Property and Evidence Tracking System, the Crime Laboratory System, and imaging projects, as well as development of software applications to meet departmental needs.

EXHIBIT F

CITY OF MIAMI GARDENS
LIST OF ANCILLARY MDPD SERVICES

15. Intergovernmental Bureau investigates criminal violations of the building code and construction fraud in conjunction with the Miami-Dade County Building Department. Manages all construction for the MDPD. Responsible for coordination of departmental building maintenance, operation, and facilities management. Provides Headquarters Building security, and coordination and enforcement of parking in the Headquarters Complex. Responsible for the False Alarm Enforcement Unit, the Nuisance Abatement Unit, and coordination of departmental safety programs. The Environmental Crimes Unit, which is coordinated through the Intergovernmental Bureau, is not an ancillary service and is charged specifically thorough the Specialized Police Contract.
16. The Investigative Services Assistant Director is responsible for centralized criminal investigative services by assigning specialized investigative elements to provide specialized investigative support in the processing and preservation of evidence and crime scenes, investigation of public corruption, and processing and serving criminal warrants.
17. The Criminal Investigations Division Chief is responsible for centralized investigation of homicides, robberies, sexual crimes, and domestic crimes.
18. Investigative Support Division Chief is responsible for property and evidence storage, and crime scene and crime laboratory functions.
19. Special Investigations Division Chief conducts major economic, narcotic, criminal conspiracy, and organized crime investigations, and investigations of offenses associated with prostitution, gambling, and pornography that exceed the resources of other departmental elements. Responsible for processing and service of warrants.
20. The Police Services Assistant Director is responsible for centralized and decentralized patrol services; e.g., repress and prevent criminal activities, investigate offenses, apprehend offenders, furnish day-to-day law enforcement services to the community, and furnish specialized functions such as crowd control; hostage negotiation; canine; mounted, motorcycle, and marine patrol; and underwater recovery.
21. Central Records Bureau reviews, controls, maintains, and retrieves criminal records; prepares Uniform Crime Reports; and provides Teletype and automated data communications.
22. North and South Division Chiefs are responsible for the management of uniformed patrol and general investigative functions in police districts.
23. Uniform Division Chief is responsible for the management of specialized police services to include Marine Patrol, Motorcycle Patrol, Canine, Special Response Team, Special Events Units as well as uniformed patrol function in public housing developments, seaport and Jackson Memorial Hospital.

Miami-Dade County 2003-2004 Pay Plan*
Sworn Classifications**
Exhibit G

Pay Step	Captain	Lieutenant	Sergeant	Officer
1	$2,429.36	$2,013.37	$1,672.31	$1,250.55
2	$2,547.71	$2,114.26	$1,749.55	$1,306.94
3	$2,666.07	$2,218.23	$1,832.70	$1,369.32
4	$2,790.39	$2,325.15	$1,918.82	$1,431.72
5	$2,920.52	$2,437.98	$2,007.91	$1,500.03
6	$3,053.71	$2,556.70	$2,108.93	$1,574.25
7	$3,195.74	$2,675.49	$2,295.68	$1,651.55
8	$3,348.85	$2,800.24	$2,407.24	$1,728.78
9	$3,506.45	$2,930.87	$2,521.79	$1,808.93
10	$3,672.12	$3,064.52	$2,642.41	$1,984.46
11	$3,846.74	$3,207.02	$2,763.02	$2,073.05
12	$4,030.17	$3,361.46	$2,895.73	$2,176.29
13	$4,222.51	$3,518.89	$3,037.43	$2,277.98

* Pay plan steps do not include fringe payments

** The July 2004 4% COLA is included in the above figures.

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Miami-Dade County 2003-2004 Pay Plan
Non-Sworn Classifications
Exhibit G

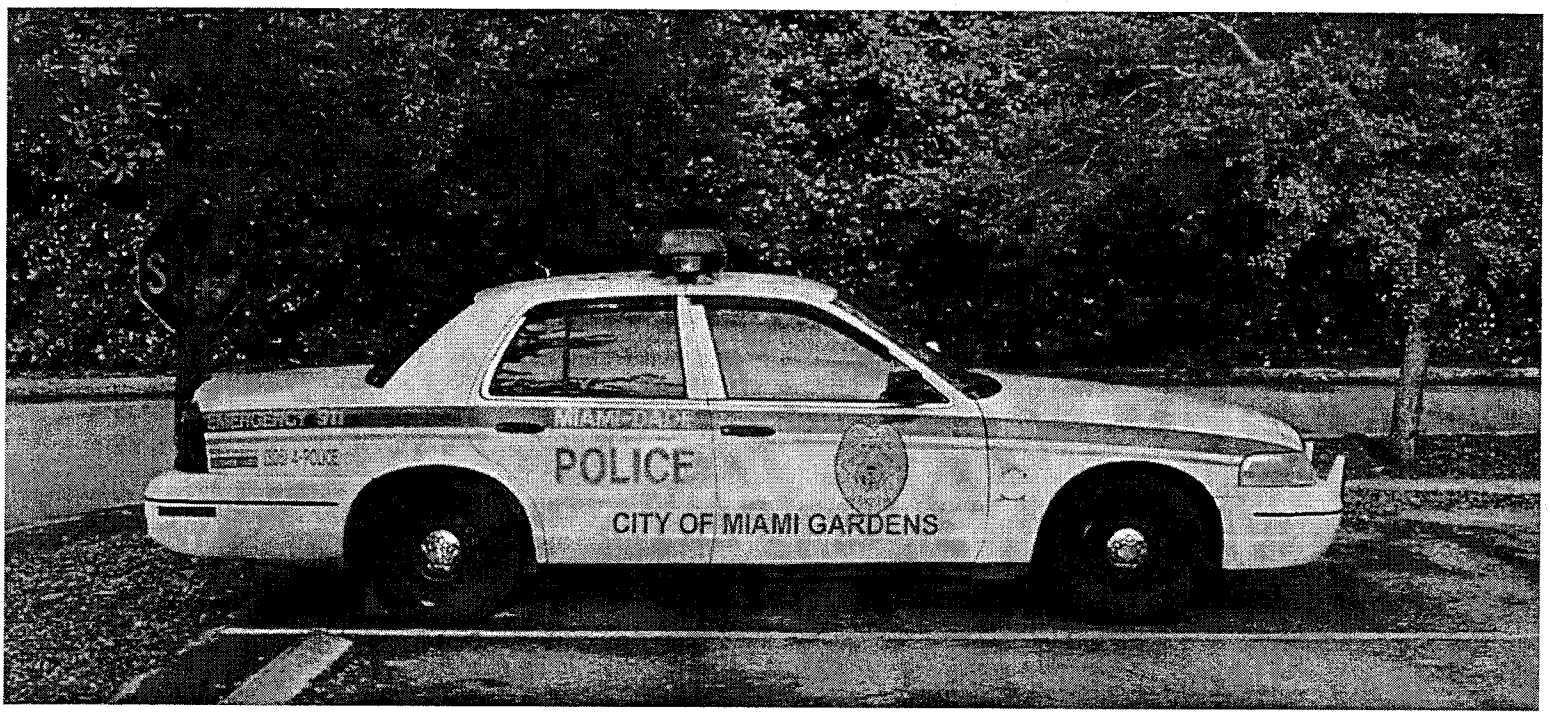
Pay Step	Public Service Aide	Police Crime Analyst	Police Records Specialist
1	$998.86	$1,181.58	$848.48
2	$1,049.35	$1,236.73	$884.64
3	$1,099.49	$1,294.68	$917.95
4	$1,150.25	$1,352.56	$951.30
5	$1,199.30	$1,417.27	$990.16
6	$1,254.13	$1,482.57	$1,026.31
7	$1,308.87	$1,556.40	$1,062.40
8	$1,369.43	$1,635.92	$1,106.87
9	$1,431.72	$1,715.44	$1,151.34
10	$1,500.03	$1,795.01	$1,198.59
11	$1,574.25	$1,883.02	$1,248.58
12	$1,651.55	$1,979.61	$1,301.40
13	$1,728.78	$2,070.55	$1,354.17
Pay Step	**Secretary**	**School Crossing Guard***	**School Crossing Guards Supervisor***
1	$951.30	$9.36	$10.16
2	$990.16	$9.73	$10.60
3	$1,026.31	$10.18	$11.06
4	$1,062.40	$10.66	$11.59
5	$1,106.87	$11.12	$12.11
6	$1,151.34	$11.60	$12.64
7	$1,198.59	$12.70	$13.23
8	$1,248.58		$13.81
9	$1,301.40		$14.47
10	$1,354.17		$15.09
11	$1,410.82		$15.79
12	$1,470.88		$16.47
13	$1,533.95		$17.21

** The July 2004 4% COLA is included in the above figures.

EXHIBIT H
THE CITY OF MIAMI GARDENS
CITY IDENTIFIERS ON
MDPD MARKED POLICE VEHICLES
PUBLIC SERVICE AIDE

(DRAFT VERSION)

EXHIBIT H
THE CITY OF MIAMI GARDENS
CITY IDENTIFIERS ON
MDPD MARKED POLICE VEHICLES
SWORN OFFICER



(DRAFT VERSION)

Exhibit I

City of Miami Gardens FY04/05 Budget Forecast

Personnel (Sal&Fringe)			**$13,160,414**
	K & memos		
	167 including Major		
	Regular Salaries		$9,661,799
	Minus 4 pp of Major		-$15,256
	Regular Fringes		$3,518,788
	Minus 4 pp of Major		-$4,917
			$13,160,414
Other Fringes			**$390,789**
Overtime/ EEI:			**$867,120**
	K		
Split :			$687,208
			$42,607
			$127,340
	temporary		$9,965
			$867,119
Cola:			**$91,434**
	3%		
	Salaries		$72,463
	Fringes		$18,971
			$91,434
Night Differential:			**$273,073**
	Spreadsheet		
	Addl 5%		
Uniforms Allowance:			**$50,200**
Non-Uniform (Positions & Rate):		28	$550
	Uniform	116	$300
		144	
Vehicles:			**$1,496,430**
	Incl. Major		
	Sub-total		**$16,329,460**
Overhead*			**$1,574,160**
	9.64%		
	Grand Total:		**$17,903,620**
ABDS Adjustments			**$68,177**
	Adjustment Total		**$17,835,443**

The overhead and forecasted calculations must be updated to correspond with each appropriate fiscal year.

** The above listed overhead corresponds with the FY 03/04 calculation and requires to be updated to the FY 04/05 Overhead calcualtions when available.*