Memorandum

MIAMI-DADE COUNTY

Date: April 8, 2008

Agenda Item No. 8(I)(1)(A)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution to Approve and Adopt Addendum A to the Interlocal Agreement Between Miami-Dade County and the Town Of Cutler Bay, Authorizing the County Mayor or His Designee To Execute Same For and on Behalf of Miami-Dade County; and Authorizing the County Mayor or His Designee to File and Execute Necessary Addendums to the Agreement

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Recommendation

It is recommended that the Board of County Commissioners (the Board) approve and adopt the attached resolution authorizing the execution of Addendum A, relating to the purchase of police vehicles, to the existing Interlocal Agreement between Miami-Dade County and the Town of Cutler Bay for Local Police Services (authorized by R-920-06) and authorize the Mayor or his designee to execute necessary addendums.

Scope

This addendum impacts the Town of Cutler Bay contained in Miami-Dade Commission District 8.

Fiscal Impact/Funding Source

This addendum provides the Town of Cutler Bay the authority to purchase vehicles directly. For the vehicles which the Town of Cutler Bay purchases, title will be transferred to the County for the sum of one dollar for each vehicle and for the duration of the Agreement. The Town of Cutler Bay will be responsible for performing maintenance on these vehicles and for any associated costs.

Track Record/Monitor

The addendum, along with the Agreement, will be monitored jointly by the Miami-Dade Police Department (MDPD) and the Town of Cutler Bay.

Background

In July 2006, the Board approved an agreement with the Town of Cutler Bay where MDPD would provide local patrol services. Section 15.2 of the agreement currently states that vehicles used by units assigned to the Town of Cutler Bay are provided, maintained, and purchased solely by Miami-Dade Police Department.

This addendum amends Section 15.2 to authorize the Town of Cutler Bay to purchase vehicles directly, provided that they use MDPD vehicle specifications and notify MDPD of these purchases prior to June 1st of each year to allow for transfer of title during the following fiscal year.

The title for vehicles purchased directly by the Town would be transferred to Miami-Dade County for the sum of one dollar per vehicle over the life of the Agreement. A similar arrangement exists in the agreements for patrol services with the Town of Miami Lakes and the Village of Palmetto Bay.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: April 8, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(I)(1)(A)

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. 8(I)(1)(A)
04-08-08

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND ADOPT ADDENDUM A TO THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY SUBSTANTIALLY IN ACCORDANCE WITH THE FORMS ATTACHED HERETO AND MADE PART HEREOF; AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MAYOR, OR HIS DESIGNEE, TO FILE AND EXECUTE ANY NECESSARY ADDENDUMS TO THE AGREEMENT

WHEREAS, this Board adopted Resolution R-920-06 authorizing the Interlocal Police Patrol Agreement between Miami-Dade County and the Town of Cutler Bay; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves Addendum A to the Interlocal Agreement between the County and the Town of Cutler Bay, substantially in accordance with the forms attached hereto and made part hereof; to file and execute any necessary amendments to the agreement for and on behalf of Miami-Dade County, Florida; and to exercise amendments, modifications, renewals, cancellation and termination clauses of this agreement, and authorizes the County Mayor, or his designee, to execute same for and on behalf of Miami-Dade County.

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:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of April, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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.

Craig H. Coller

ADDENDUM A
INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND
TOWN OF CUTLER BAY FOR
LOCAL POLICE SERVICES

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

WHEREAS, MDC and the Town pursuant to Article XXXI of this agreement are desirous of replacing Section 15.2 of this agreement with the following provision:

15.2. Vehicles utilized by units assigned to the Town shall be provided, maintained, and purchased solely by MDPD, unless, at the sole discretion of the Town, the Town purchases vehicles directly using MDPD vehicles specifications, as they may change from time-to-time. If the Town elects to purchase the vehicles, the Town will notify MDC no later than June 1 of each calendar year in order for MDC and the Town to coordinate the transition of the existing vehicles with the Town-provided vehicles for the following fiscal year. If the Town elects to directly purchase these vehicles, the title for these vehicles purchased by the Town will be subsequently transferred to MDC for the sum of one dollar for each and for the duration of the Agreement, the Town will be responsible for performing the maintenance of these vehicles that were formerly owned by the Town. All costs associated with any damages caused to the vehicles while in use for the Town will be the responsibility of the Town. In the event that a vehicle that was originally purchased with Town funds and subsequently titled to MDC is damaged beyond repair or "totaled" according to MDPD criteria, title will be transferred back to the Town and such vehicle will be replaced with a vehicle from the existing fleet that is similar in terms of make, model, age, mileage, and condition, and all policy charges associated with that vehicle will be incurred by the Town. After expiration or termination of the Agreement, and if there is no renewal of the Agreement, MDC agrees to transfer title to all vehicles originally purchased with Town funds back to the Town for the sum of one dollar for each and provide the Town with copies of all current maintenance records. The sale of these vehicles back to the Town will be phased in during the transition period as provided in Article XXVII. MDPD will continue to own, operate and maintain possession of any of these vehicles during the transition period when necessary to supply patrol officers with vehicles in order to maintain services pursuant to this Agreement. Furthermore, these vehicles that were originally purchased with Town funds and subsequently titled to MDC will be retired according to MDPD policies. The Town will be responsible for replacing these vehicles as they are retired. MDPD will notify the Town of the number of vehicles anticipated for retirement according to printouts provided by MDC General Services Division. Retired vehicles will be transferred back to the Town for the sum of one dollar for each vehicle.

Date: _____

_____
STEVEN ALEXANDER
Town Manager

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY

_____
WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.
Town Attorney

Date: 1·16·08

_____
GEORGE M. BURGESS
County Manager

APPROVED BY COUNTY ATTORNEY AS
TO FORM AND LEGAL SUFFICIENCY

_____
Cynthia Johnson-Stacks
Craig Coller

Prepared by MDPD Legal Bureau

_____
Bart Armstrong, Esq.