Memorandum

MIAMI-DADE COUNTY

DATE: February 2, 2010

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

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

FROM: George M. Burgess
County Manager

SUBJECT: Local Patrol Police Services Agreement with the Village of Palmetto Bay

---

Recommendation

It is recommended that the Board of County Commissioners (Board) retroactively approve the Local Patrol Police Services Agreement with the Village of Palmetto Bay (the Village) to provide the Village with local patrol police services for a five year period commencing July 1, 2009. The agreement is retroactive as negotiations for the new agreement began January 2009, continued through the Village of Palmetto Bay budget process and concluded with the approval of the agreement by the Village of Palmetto Bay (Resolution No. 09-76) on September 14, 2009.

Scope

The agreement will authorize Miami-Dade Police Department (MDPD) to provide Local Patrol Police Services as described in the agreement for the Village.

Fiscal Impact/Funding Source

The Village will make regular monthly installments to Miami-Dade County in accordance with the approved agreement (Article VII).

Track Record/Monitor

The agreement will be administered and monitored by the MDPD.

Background

On July 9, 2002, the Board adopted Ordinance 02-118 creating the Village subject to the approval of a municipal charter by qualified electors. As a condition of that approval, Article IX, Section 9.4 of the Palmetto Bay Charter required that the Village contract with MDPD) for the provision of local patrol services for a period of three years. The Village incorporated on September 10, 2002 and on June 17, 2003, the Board adopted Resolution R-702-03 approving an agreement for MDPD to provide local patrol services to the Village. The Board adopted Resolution R-234-07 on March 6, 2007 approving a second three year period commencing July 1, 2006. The second agreement has expired and a new agreement has been negotiated for a five year period.

The Local Patrol Services Agreement

This agreement is for a five year period after which the Village has the option of renewing the agreement for local patrol serves with the County or providing the local police protection through its own force. Some of the key points of the agreement are:

- The estimated contract cost for FY2009-10 of $5,602,245 includes the cost of personnel, vehicles, overhead and optional services. Actual costs will be charged through a quarterly reconciliation process.

- MDPD will provide local comprehensive police patrol services to the Village. These local patrol services include enforcing the law, preventing and deterring crime, arresting criminal offenders, preventive and directive patrolling, maintaining public order, and providing service to the

community. Such activities include, but are not limited to, directing and enforcing traffic laws, directing, controlling, and preventing traffic crashes, responding to emergency and non-emergency calls for service, conducting field interviews, arresting criminal offenders, issuing traffic citations and reporting quality of life issues. (Article II)

- The agreement calls for a staffing level of 45 during the FY2009-10. (Exhibit B)

- MDPD Patrol personnel shall respond to, and render aid in, emergency, life-saving and in-progress violent crime incidents occurring inside the Village boundaries. A General Investigations Unit (GIU) shall invstigatue criminal activity within the Village. (Article III)

- Patrol personnel assigned to the Village shall make every reasonable effort to maintain an average emergency response time goal of six and a half minutes or less (from receipt of call to arrival) while maintaining safe operations for the term of this Agreement. In no instance shall the average emergency response time exceed the departmental average. The average non-emergency response time should be fifteen minutes or less. In no instance shall the average non-emergency response time exceed the departmental average. (Sec. 3.5.1 – 3.5.2)

- The Village Commander will establish protocols with the Village Manager relating to personnel leaving the Village boundaries. (Sec. 3.7)

- MDPD will enforce Village ordinances with criminal penalties, and shall assist Village code enforcement with enforcement of village civil ordinances as defined and false alarm ordinances adopted by the Village. In all instances where there is both a Village ordinance and a state statute for the same charge, the state statute will be charged.

- MDPD will make the following optional services available to the Village at an additional cost:
    - Marine Patrol
    - Motorcycle Patrol
    - Special Events Units
    - Drug Abuse and Gang Resistance Education
    - School Crossing Guard Program

- The County will retain all 911 fees generated within the Village to offset the costs of providing 911 services. (Sec. 7.6)

- In the event of a vacancy in the Village Commander position, the Village Manager shall be entitled to select the Village Commander. Nominations will be provided by the Director or designee to the Village Manager. In the event that the Village becomes dissatisfied with the performance of the Village Commander and differences cannot be resolved, the Village Manager shall request removal of the Village Commander. (Sec. 9.1 - 9.4)

- All police officers and other persons employed by MDPD in the performance of local (comprehensive) police services for the Village shall be and remain MDC employees. (Article X)

- The Village may elect to purchase its own vehicles using MDPD specifications. The title for Village purchased vehicles will be transferred to MDC for the sum of one dollar for each. After expiration or termination of the Agreement, if the Agreement is not renewed, title would be transferred back to the Village for the sum of one dollar. (Sec. 15.2)

- Uniformed staff will wear their Miami-Dade Police uniforms with the addition of a distinctive patch identifying them as members of the Village of Palmetto Bay police force. (Sec. 15.3)

- MDPD will compile statistical data describing the incidence of reports and responses to criminal activity and other calls for service within each grid and to identify emerging trends in criminal activity. Reports prepared at the request of the Village shall be prepared by MDPD and the cost shall be incurred solely by the Village. (Article XVI)

- MDPD will continue to utilize the existing MDC contract for towing services related to police enforcement until the expiration or termination of the current towing contract. Upon such expiration or termination, the Village may, at its option, issue its own towing contract, using all of the specification and and requirements outlined by MDPD for towing contractors. (Sec/ 17.1)

- In the event that a situation occurs requiring mobilization within the Village, the Village Manager in conjunction with the Village Commander may mobilize Village officers prior to MDPD mobilizing. In the event that a situation occurs outside of MDC, the Village Manager in conjunction with the Village Commander upon receipt of a FEMA tracking number may mobilize Village officers. (Sec. 21.3)

- The contract may be terminated due to a material breach with written notice of no less than 180 days after an initial 30 day request for remedy, or for convenience 365 days from the date of a written notice (Sec. 22.1, 22.3)

- Upon expiration of the agreement, if the Village chooses to create its own police force, the Village Manager may request a transition period not to exceed 180 days. (Sec. 26.2)

This new five year agreement will become effective upon approval by the Board. The Palmetto Bay resolution was unanimously approved by the Palmetto Bay Mayor and Village Council. As documented in the agreement, the Village praised the MDPD for the high level of competent professional police services provided.

Alina T. Hudak
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: February 2, 2010

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

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

Please note any items checked.

_____ "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

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

_____ No committee review

_____ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve

_____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(1)(A)
2-2-10

RESOLUTION NO. _____

RESOLUTION RETROACTIVELY APPROVING AN AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF PALMETTO BAY FOR THE PROVISION OF LOCAL PATROL POLICE SERVICES; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE TERMS AND PROVISIONS OF THIS AGREEMENT CONTAINED THEREIN, TAKE ANY ACTION REQUIRED OF THE COUNTY, EXERCISE ANY RENEWAL AND CANCELLATION PROVISIONS THEREIN

WHEREAS, on September 10, 2002 a charter for the Village of Palmetto Bay was approved by the citizens of the Village; and

WHEREAS, the Miami-Dade County Code Section 20-26 (c) and Article IX, Section 9.4 of the Village charter required the execution of a three year contract between the Village and the Miami-Dade Police Department for the provision of local patrol services; and

WHEREAS, the initial three year contract for the provision of local patrol services expired June 30, 2006, and the second three year contract expired June 30, 2009; and

WHEREAS, the Village Manager has agreed to the terms of this Agreement and the Village Council approved this Agreement on September 14, 2009 (Village of Palmetto Bay Resolution No. 09-76), prior to presentation to the Board of County Commissioners, and 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 the Agreement by and between Miami-Dade County, Florida, and the Village of Palmetto Bay for local patrol police services is hereby approved in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or the County Mayor's designee to execute

5

same for and on behalf of Miami-Dade County; and to execute the terms and provisions of this agreement contained therein. This agreement is retroactive to July 1, 2009.

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of February, 2010. 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. CHC

Craig H. Coller

INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF PALMETTO BAY FOR LOCAL POLICE PATROL SERVICES

THIS AGREEMENT, by and between the Village of Palmetto Bay, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as "the Village"), and Miami-Dade County, Florida (hereinafter referred to as "MDC").

WHEREAS, the Village 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 Village shall have the flexibility to determine the level and deployment of police services and to establish service priorities; and,

WHEREAS, MDC law enforcement personnel of the Miami-Dade Police Department (hereinafter referred to as "MDPD") shall be responsive to the residents, businesses and visitors of the Village, and shall work cooperatively with the Village to prevent and deter crime, solve crimes, maintain public order, and address emerging trends; and,

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

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

WHEREAS, the parties' interest is to develop a relationship in order to effectively serve the Village and its citizens, and,

WHEREAS, MDC and the Village agree to abide by the following principles:

1. MDPD employees shall be responsive to the citizens and visitors of the Village.

2. MDPD employees shall work cooperatively with Village organizations in a problem-solving mode to maintain the safety and welfare of Village residents and visitors.

7

3. MDC shall provide, at a reasonable cost, efficient, high-quality, and appropriate law enforcement services supported by technology that furthers the goals and expectations of the Village and MDC. New technology shall be implemented, as it becomes available, unless otherwise mutually agreed upon by the contracted parties.

4. The Village 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 Village 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 municipal boundaries of the Village to the extent and in the manner agreed upon by the parties.

NOW THEREFORE, in consideration of the mutual promises and covenant contained in this first addendum, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

ARTICLE I

PURPOSE AND INTENT

MDC shall provide to the Village competent, courteous, lawful, efficient and effective local (comprehensive) police services, as specified and for the term prescribed in this Agreement. The Village 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.

Assistant Director shall mean the Assistant Director of MDPD who is responsible for the overseeing the Village Commander's compliance with the contractual terms and conditions of this Agreement.

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

District Major shall mean the MDPD District Major who is responsible for overseeing the Village Commander's compliance with specific operational goals and objectives as set forth by the Village Manager. Additionally, the District Major shall ensure maintenance of quality service delivery to the Village.

Enhanced Enforcement Initiative (EEI) Monies designated, in addition to the normal operating budget, that are utilized by the Village Commander to address crime trends, Village initiatives, and quality of life issues within the Village. The amount of these funds are designated by the Village Manager and funded by the Village.

Fringe Benefits include FICA, MICA, Retirement and all associated insurance and longevity payments.

Strategic Planning and Policing Bureau (SPPB) Provides assistance to municipal governments, other Miami-Dade County Departments and Departmental elements within MDPD to resolve issues, verify information and submit requests for information that are relevant to incorporation and annexation. Additionally, SPPB shall be responsible for ensuring MDPD's compliance with contractual stipulations and shall act as a liaison between the Village and Departmental elements.

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

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

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

Police Patrol Package means the standard equipment package for a marked vehicle which includes but is not limited to light bar, computer mount, mobile computer, etc.

Service shall mean those local comprehensive police patrol activities and services, listed in Article III and provided each day of the year, on a 24-hour per day basis within the municipal boundaries of the Village.

Staffing Levels shall mean the number of officers assigned to the Village as they are listed in Exhibit B of this Agreement or, for future years, the number of officers approved in the Village's annual budget process.

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

Village Commander means a designated Police Major, Captain or next lower ranked position, who at the Director's option, shall be authorized to direct the daily police operations in the Village, effectuating the Village's law enforcement priorities, managing the delivery of police services, and ensuring the policing needs of the Village are adequately met. The Village Commander shall liaison with the Village Manager.

Village Officials means the Council members, Village Manager, Village Attorney, independent contractors, agents, and employees of the Village.

ARTICLE III

LOCAL POLICE PATROL SERVICES

MDPD shall provide local comprehensive police patrol services, as set forth in this Agreement and in accordance with Florida Statutes and the Miami-Dade County Charter and the Village 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 Village. Local Patrol Services shall consist of, but not be limited to, the following:

3.1 A General Investigations Unit (GIU) shall continue to conduct the necessary investigations of criminal activity within the Village. The General Investigations Unit is a specialized assignment with the Village 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.

3.2 Patrol personnel shall conduct watch orders upon formal request of a Village resident, property owner or business owner in the Village. A watch order will constitute a minimum of one visual per shift 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.

3.3 Patrol personnel shall respond to all calls-for-service within the Village; such as, but not limited to, burglar alarm signals and calls of

suspicious activity at locations in the Village. The Village Manager shall have the ability to modify the police response protocols for non-emergency calls for service.

The Village understands that when all calls for service within the Village are dispatched and responded to by Village patrol units this may increase the average response time. The Village understands that if response times increase beyond the standards as specified in this Agreement as a direct result of a change in protocols above, it will be the Village's responsibility to fund increased staffing levels to maintain response time goals. This section does not conflict with the provisions of section 10.2, supra.

3.4 At the request of the Village Manager, the Village Commander or the Village Commander's designee shall be available to attend each regular and special Village Council meeting or any meeting as requested by the Village Manager.

3.5 Patrol personnel assigned to the Village shall make every reasonable effort to maintain:

3.5.1 An average emergency response time goal of six and a half minutes or less (from recipt of call to arrival) while maintaining safe operations for the term of this Agreement. In no instance shall the average emergency response time exceed the departmental average.

3.5.2. The average non-emergency response time goal should be fifteen minutes or less. In no instance shall the average non-emergency response time exceed the departmental average.

3.6 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 Village. MDPD uniform patrol units, not part of the patrol personnel assigned to the Village, 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 Village. In the event patrol personnel must respond to incidents occurring outside the boundaries of the Village, the Village Commander or designee shall ensure sufficient personnel remain in the Village to continue routine and emergency patrol activities.

3.7 Patrol personnel shall remain within the Village's boundaries during their assigned shift unless dispatched outside the Village boundaries on the authorization of the Village Commander or his or her, designee. The Village Commander will establish protocols with the Village Manager relating to personnel leaving the Village boundaries. Upon request by the Village Manager, the Village Commander

11

will provide a detailed report regarding activities that require officer participation outside the Village boundaries.

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

3.9 MDPD shall continue to maintain a grid system that corresponds to the boundaries of the Village.

3.10 MDPD shall provide all reports identified in Article XVI.

3.11 While in the performance of their duties, officers assigned to the Village shall report any quality of life issues that are observed. These include, but are not limited to, the reporting of pot holes, trees down on the road, flooding, suspected construction without permits, verification of garage sale permits, animals, non-working traffic signals and street lights, and any street signage that is down.

3.12 MDPD will enforce Village ordinances with criminal penalties, MDPD shall assist Village code enforcement with enforcement of village civil ordinances as defined below and false alarm ordinances adopted by the Village. The Village shall provide the MDPD Police Legal Bureau with any draft ordinances that include an enforcement component subject to MDPD enforcement and MDPD shall advise the Village if MDPD can enforce the ordinance prior to the Village's adoption of the draft regulations. The Village understands that it must contract with the Office of State Attorney (SAO) for the prosecution of Village or MDC criminal ordinance violation cases. In all instances where there is both a Village ordinance and a state statute for the same charge, the state statute will be charged. The Village agrees and understands that MDC is not responsible for any filing fees for Village or MDC criminal ordinance violations nor any costs encumbered by the SAO for prosecuting Village or MDC criminal ordinances. MDPD shall coordinate attendance of MDPD officers assigned to the Village to appear at Village Special Master hearings on any civil penalty violations or at county or circuit court on criminal violations. MDPD will assist the Village's code enforcement officers with enforcement of Village code violations, including utilizing appropriate state laws, accompanying a Village code enforcement officer on a call, writing reports of observations of violations of the Village's code and attendance at hearings.

3.13 Upon assignment to the Village, newly transferred personnel shall be trained and become knowlegable regarding the Village's ordinances and priorities.

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

ARTICLE IV

OPTIONAL LAW ENFORCEMENT SERVICES

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

4.2 MDPD shall be the sole provider of optional services that require sworn personnel. The Village may elect to procure optional services, listed in Exhibit D, that do not require sworn personnel from other providers.

4.3 The approval of the Village Manager is required to increase School Crossing Guard staffing levels within the Village.

4.4 In the event that the Village is utilizing optional MDPD services and elects to independently procure such optional services that do not require sworn personnel, the Village shall provide a written 45-day notification of cancellation to MDPD. Upon the date of cancellation of optional services, the Village shall incur all costs and liabilities associated with independently contracted services.

4.5 The Village has enacted a Municipal Alarm Ordinance #03-07. The Village shall be entitled to all fees and fines associated with the False Alarm Program. The Village shall be responsible for all maintenance and enforcement of such services. The Village may request that MDPD administer their False Alarm Program. The Village shall provide a 45-day written notification of this request and shall pay an administrative fee that is mutually agreed upon by both parties and shall be recalculated on an annual basis.

4.5 The Village may be provided a dedicated line and operator for non-emergency calls. The Village will incur all costs associated with staffing this line and MDPD will pay for the related software upgrades.

ARTICLE V

SUPPORT & ANCILLARY SERVICES

Support services attributed to the establishment and performance of local (COMPREHENSIVE) patrol services shall be provided to the Village. These services are identified and are included as a contract support fee and may be adjusted and modified on a yearly basis.

Ancillary Services denoted in Exhibit E are currently provided to the Village without additional costs. As further areas in unincorporated MDC continue to incorporate, it may be necessary to re-evaluate these services and associated costs to the various incorporated areas.

ARTICLE VI

MAINTENANCE OF ABILITY

6.1 MDPD shall furnish to, and maintain for the benefit of the Village, 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 and as necessary to maintain the service level specified in Article III.

6.2 MDPD shall provide adequate training for all personnel; including customer service training for police officers and minor crime scene processing as listed in Exhibit "F".

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

ARTICLE VII

CONSIDERATION

For local (comprehensive) police patrol services, provided by MDC in Article III:

7.1 The Village shall make regular installments to MDC in equal monthly payments based on the local patrol-staffing budget adopted in the Village's annual Budget Ordinance. The Village shall consult with MDPD prior to annual adoption of its budget to arrive at a mutually acceptable charge for the services to be delivered by MDPD. The

installment payments by the Village shall be made to MDC on a monthly basis, due no later than the fifteenth day of the following month without demand.

7.2 Unless otherwise provided in this agreement, payment for services rendered for each contract year shall be based upon the level requested by the Village utilizing the actual costs of personnel and equipment. Staffing in excess of the requested service level, listed in Exhibit B, shall require written authorization by the Village Manager.

7.3 Within 30 days from the end of each fiscal quarter, MDC shall issue a credit or debit memorandum to the Village based upon a reconcilation of the payments made by the Village and actual cost associated with services rendered to the Village. The actual costs shall include direct salaries costs, costs associated with leave time resulting from illness, job-related injury or disability, all associated fringe benefits costs, contract support fees, costs for non-mandatory training not sponsored by MDPD, and vehicle costs. Each quarter's credit memorandum shall be applied by the Village to the following month's payment. Each quarter's debit memorandum amount is due within thirty days from receipt of reconciliation by Village.

7.4 Payment by the Village for optional services will be based on actual cost for services rendered to the Village. The actual costs associated with optional services shall include direct salaries, plus all associated fringe benefits and contract support fee. MDC will invoice the Village on a quarterly basis for optional services. Payments for optional services are due no later than the 30th day from receipt of an invoice by the Village. All non mandatory training of Village officers requires prior approval by the Village Manager.

7.5 Based upon payment of the costs described in 7.3 and 7.4 by the Village, MDC shall be solely responsible for providing all employee insurance benefits, civil service benefits, and compensation during the course of employment with MDC. Accordingly, the Village shall not be called upon to assume or share any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits under Chapter 440, Florida Statutes or any other amenities of employment to any MDC personnel performing services, duties and responsibilities pursuant to this Agreement.

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

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

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

7.9 In the event Miami-Dade County, in the future, require its officers to pay a stipend relating to take home vehicles, the Village shall be entitled to receive a proportionate credit or equivalent percentage access to the funds for the officers assigned to the Village.

7.10 In the event Miami-Dade County effect other cost cutting measures in the future, the Village shall be entitled to receive a proportionate credit or equivalent percentage access to the funds or cost saving reduction measures.

ARTICLE VIII

DISTRICT OFFICE

8.1 For the duration of this Agreement, unless the Village exercises its right in Section 8.3, MDPD personnel assigned to the Village shall continue to utilize the Village Hall located at 8950 SW 152 Street, Palmetto Bay, Florida 33157, or a mutually agreeable location.

8.2 Should the Village exercise the option to collocate police staff within an MDPD District or facility, costs associated with the District Station to include lease, utilities, and maintenance would be added to the contract support fee paid by the Village.

8.3 The Village has established a police station with appropriate equipment. The Village retains the right to collocate police staff within an MDPD District or facility, subject to the approval of MDC. The Village will continue to comply with any law enforcement accreditation standards so that MDPD will be able to maintain its accredited status. The Village shall continue to be responsible for items such as space rental, furniture, fixtures, regular telephones, capital equipment and utilities. In the event the Village exercises collocation option, the contract support fees to the Village specified as Facilities Maintenance Section shall be adjusted accordingly to include Electrical service, water and sewer service, waste collection, janitorial service, building leases and telephone.

ARTICLE IX

COMMAND STAFF

MDPD recognizes the importance of the Village Commander in the provision of law enforcement services to the Village, and will make every effort to continue to provide a Village Commander who will be responsive to the Village 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 Village.

The Village Commander shall, among other specified duties, act as liaison between the Village and MDPD.

9.1 In the event of a vacancy in the Village Commander position, the Village Manager shall be entitled to select the Village Commander. The Village Commander shall be selected from nominations provided by the Director or designee to the Village Manager. The nominees shall be of duly sworn and qualified MDPD Majors, Captains and may include the next lower ranked position if no acceptable candidates are available. Prior to selection, the Village Manager shall solicit input and concerns from the Director prior to the designation of the Village Commander. The Director or designee shall advise the Village Manager of any nominees who have elected to participate in the DROP program.

9.2 In the event the Village becomes dissatisfied with the performance of the Village Commander, specific concerns regarding performance should be discussed with the District Major or Division Chief to ascertain avenues of resolution and immediate remediation, if any.

9.3 In the event the Village becomes dissatisfied with the response of the District Major or Division Chief, specific concerns regarding Village Commander's performance should be discussed with the Director or his designee to ascertain avenues of resolution and immediate remediation, if any.

9.4 MDPD agrees to act expeditiously and in good faith in resolving any problems experienced by the Village and in replacing the Village Commander. If specific issues cannot be resolved, the Village Manager shall request removal of the Village Commander. The Director or designee shall honor the Village Manager's request and designate a new Village Commander through the selection process prescribed in Section 9.1 of this Agreement.

9.5 The Village Commander will be permanently located in the same facility as police personnel assigned to the Village. However, in the

event that this location differs from the Village's governmental facility, the Village Commander will liaison daily with the Village Manager or his, or her, designee.

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

ARTICLE X

EMPLOYMENT RESPONSIBILITY

10.1 All police officers and other persons employed by MDPD in the performance of local (comprehensive) police services for the Village shall be and remain MDC employees.

10.2 MDPD employees assigned to the Village will continue to abide by the MDPD policies and procedures established in the Departmental Manual and pertinent subordinate directives. This section does not conflict with the provisions of section 3.3, supra.

10.3 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 Village. Nothing in this Agreement shall be construed to create an employment relationship between the Village and any MDC employees.

ARTICLE XI

EMPLOYMENT; RIGHT OF CONTROL

11.1 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.

11.2 The Village Commander, after consultation with the Village Manager, shall have the discretion to assign new personnel and to transfer or reassign any personnel assigned to the Village 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 discretion of the Director of MDPD or designee.

11.3 Staffing levels are listed in Exhibit B of this Agreement, and may be modified by the Village Commander, with the approval of the Village Manager as needs arise. The level, degree, type of service and number of positions assigned to each service shall be determined by the Village 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 Village Commander may utilize overtime to fill temporary vacancies, with the prior approval of the Village Manager, 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 Village. The Village Commander, in consultation with the Village Manager, shall have the option to replace staff due to extended leave issues, light duty, disability and Family Medical Leave Act for those incidents projected to exceed 90 days.

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

11.5 Staff schedules may be adjusted temporarily upon the approval of the Village Commander to meet operational needs, not to exceed one pay period (2 weeks). Any permanent adjustment to staff schedules to include those which exceed one pay period will require the prior written approval of both the Village Manager and the Village 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.

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

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

11.8 The Village Commander will promptly address concerns expressed by the Village Manager regarding performance of police personnel pursuant to the departmental policies and procedures, career service procedures and collective bargaining Agreements.

11.9 In the event a vacancy occurs, best efforts will be used to fill the vacated position prior to the position being vacated and in accordance to departmental policies. However, such a vacancy in the Village shall not exceed 120 days, and shall not exceed the department's overall attrition rate for the preceding quarter.

11.10 Nothing shall preclude the Village Manager from discussing matters of concern regarding police services to the Village with the Director of MDPD, and/or the Miami-Dade County Manager.

11.11 Nothing in this Agreement is intended to usurp the authority of MDPD policies and procedures and the MDC collective bargaining agreements. The Village 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.

ARTICLE XII

EMPLOYMENT; AUTHORITY TO ACT

12.1 Each sworn officer of MDPD who, from time-to-time, may be assigned to the Village, to the extent allowed by law, shall be, and hereby is, vested with the police powers of the Village 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.

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

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

12.4 Nothing herein is intended to usurp the authority of the Village, its laws, codes, policies, procedures, and Charter.

ARTICLE XIII

OVERTIME DETAILS AND SPECIAL ASSIGNMENTS

13.1 The Village Manager may request additional police personnel assigned to patrol within the Village in order to provide additional police security activities for special initiatives, Village sponsored activities and events. The additional police security activities may 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. A reasonable effort will be made to accommodate the on-duty schedule at least once per year for a Village event.

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

13.3 The Village Commander, within the constraints of the collective bargaining Agreements and with the approval of the Village 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, Operation Blue Lightning, and Regional Crime Task Force).

13.4 The Village has the option to enhance their existing overtime budget to be utilized for Enhanced Enforcement Initiatives (EEI). Prior to commencement of an EEI, written authorization by the Village Manager shall be required.

13.5 The Village Commander will work collectively with the Village Manager to ensure that overtime funding is properly expended. The Village Commander shall provide quarterly overtime reports, to include EEI expense reports, to the Village Manager. Additionally, the Village Commander shall advise the Village Manager immediately of any overages of overtime usage.

ARTICLE XIV

OFF-DUTY REGULAR DETAILS

14.1 Private companies, associations and citizens may request that additional police services are provided on an off-regular-duty basis pursuant to the Miami-Dade County Administrative Order 7-15, Rates for Special Off-Duty Services, as it is revised from time-to-time.

14.2 Off-regular duty details within the Village's boundaries will be first offered to MDPD personnel assigned to the Village.

14.3 Off-regular-duty activities will be governed in accordance with MDPD policies and procedures and as such, are on a voluntary basis and subject to officer availability.

ARTICLE XV

SPECIAL EQUIPMENT PROVISION

15.1 At the request of the Village, each patrol unit may prominently display on the vehicle exterior, at a location to be designated by MDPD, and agreed upon by the Village Manager, the legend "Village of Palmetto Bay" and the Village seal in accordance with the vehicle markings depicted in Exhibit G. A substantial change to the design and, or, graphics of MDPD marked patrol unit shall require the written approval of both the Director and the Village Manager.

15.2 Vehicles utilized by units assigned to the Village shall be provided, maintained, and purchased solely by MDPD, unless, at the sole discretion of the Village, the Village purchases vehicles directly using MDPD vehicles specifications, as they may change time-to-time. If the Village elects to purchase the vehicles, the Village will notify MDC no later than June 1 of each calendar year in order for MDC and the Village to coordinate the transition of the existing vehicles with the Village-provided vehicles for the following fiscal year. If the Village elects to directly purchase these vehicles, the title for these vehicles purchased by the Village will be subsequently transferred to MDC for the sum of one dollar for each and for the duration of the Agreement, MDPD will be responsible for performing the maintenance of these vehicles that were formerly owned by the Village. 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 Village funds back to the Village for the sum of one dollar for each and provide the Village with copies of all current maintenance records. The sale of these vehicles back to the Village will be phased in during the transition period as provided in Article XXVI. 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. In the event that a vehicle that was originally purchased with Village funds and subsequently titled to MDC is damaged beyond repair or "totaled" according to MDPD criteria, such vehicle will be replaced with a vehicle from the existing fleet

that is similar in terms of make, model, age, mileage, and condition. Furthermore, these vehicles that were originally purchased with Village funds and subsequently titled to MDC will be retired according to MDPD policies. The Village will be responsible for replacing these vehicles as they are retired. MDPD will notify the Village 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 Village for the sum of one dollar for each vehicle.

15.3 At the request of the Village, each uniform may have, as a minimum, a unique and distinctive police uniform patch utilized as the Village of Palmetto Bay identifier for MDPD personnel assigned to the Village 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.

15.4 At the request of the Village, 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 Village of Palmetto Bay identifier for MDPD personnel assigned to the Village. The distinctive pin must be consistent in size, design, and format with MDPD police uniforms, and subject to MDPD review.

15.5 Any changes to the uniform or uniform accessories not previously mentioned in this article shall require the approval of the MDPD Appearance Standards Committee. The Appearance Standards Committee reviews and processes recommendations concerning modifications to departmental uniform standards. A request to convene the committee shall be submitted by the Village Commander. The committee shall include a representative from the Village's policing unit.

15.6 The Village shall incur the costs for the design and acquisition of the items mentioned in this article.

15.7 All property and equipment purchased by the Village, which is used by MDPD personnel assigned to the Village, will be the sole property of the Village, and shall be subject to the approval of MDPD to ensure consistency with its policies and procedures and operational uniformity. Should the Village elect to purchase their own equipment, the cost associated with maintenance and repairs will be incurred solely by the Village.

ARTICLE XVI

REPORTING

Statistical data shall be compiled to accurately describe the incidence of reports and responses to, criminal activity and other calls for service within each grid and to identify emerging trends in criminal activity. MDPD shall compile data, prepare and deliver monthly and quarterly reports to the Village Manager. The reports shall describe the type and number of criminal incidents and other calls for service for each grid during the preceding period. Such reports shall be released as prescribed through departmental policy. All costs associated with printed reports that require special preparation due to a Village request (e.g., glossy paper, colored paper, special binders other than staples, photographs and unusual graphics) or are not normally prepared by MDPD, shall be incurred solely by the Village.

As identified at section, 3.10 supra, MDPD shall provide the following reporting services to the Village:

16.1 Annual Reports.

16.1.1 *Crime Report.* On an annual basis, the Village Commander shall present an Annual Crime Report to the Village Council.

16.1.2 *Fiscal Report.* MDPD shall submit an annual report detailing the Village's budgetary police expenditures and reconciliation of funds. MDC shall deliver any audit reports on police expenditures relating to the Village's local (comprehensive) patrol services to the Village 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.

16.1.3 *Annual Management Report.* A comprehensive police report specifically for the Village that provides an overview of significant accomplishments, goals, and objectives.

16.2 *Burglar Alarm Information.* The MDPD shall forward to the Village, on a weekly basis, copies of all "False Alarm Reports," including the suite numbers for condominium buildings, along with an "Alarm Transmittal Memorandum" and on a monthly basis, an electronic file reflecting the complete data in a format acceptable to the Village.

16.3 *Dispatches Outside of Village Boundaries.* A record of these authorized dispatches outside the Village's boundaries will be reviewed by the Village Commander with the Village Manager upon request.

16.4 *Electronic Data.* The MDPD shall forward to the Village, on a monthly basis, all incidents that occurred within the Village's boundaries in an electronic format acceptable to the Village.

16.5 *Forfeiture Reports.* MDPD shall submit a biannual report detailing forfeiture activity involving law enforcement personnel assigned to the Village 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.

16.6 *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 Statutes. MDPD will continue to maintain Offense/Incident Reports, Supplemental Reports, Arrest Affidavits relating to the Village, and report uniform crime statistics to the Florida Department of Law Enforcement on behalf of the Village.

16.7 *Miscellaneous Crime Trend Reports.* The Village Commander, or designee, shall deliver such reports regarding crime trends that occur within the Village's boundaries to the Village Council upon the request of the Village Manager.

16.8 *Notification of Significant Situations.* The Village Commander, or designee, will notify the Village 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 Village. The Village Commander and Village Manager shall designate what they consider "significant" by a memorandum, signed by each.

16.9 *Routine Reports.* 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 Village, as well as *ad hoc* reports when requested by the Village Manager.

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

16.11 *Vacancy Reports.* MDPD shall submit a monthly report detailing the number of vacant positions to the Village 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

17.1 MDPD will continue to utilize the existing MDC contract for towing services related to police enforcement until the expiration or termination of the current towing contract. Upon such expiration or termination, the Village may, at its option, issue its own towing contract, using all of the specifications and requirements outlined by MDPD for towing contractors.

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

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

ARTICLE XVIII

FORFEITURES

18.1 The Village shall have title to, and the power to dispose of, forfeitures and unclaimed property in accordance with State and Federal law.

18.2 The Village will be solely responsible for the administration, control, financial management, and compliance requirements of all Federal and State forfeiture funds awarded to the Village.

18.3 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 Village.

18.4 The Village's share of any forfeited property will be based solely upon the ratio that the participation of the law enforcement personnel assigned to the Village 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

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

19.2 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

20.1 To the extent permitted by law, and as limited by Section 768.28, Florida Statutes, the Village 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 Village, its employees, officers and agents. MDC shall promptly notify the Village of each claim, cooperate with the Village in the defense and resolution of each claim, and not settle or otherwise dispose of the claim without the Village's participation.

20.2 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, MDC shall defend, indemnify and hold harmless the Village and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village 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 Village 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.

20.3 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

MOBILIZATION AND MUTUAL AID

On occasion, MDPD has an obligation to mobilize personnel during time of emergencies or during pre-planned events in which the safety of the public is paramount. During these occasions, the Director of MDPD, or his designee, has the final control and the authority to draw personnel from within all areas of assignment in order to address the immediate need. Mobilizations and mutual aid shall be governed in accordance with departmental policy, applicable agreements, and Federal, State, and local laws. The following are, but not limited to, examples in which a mobilization may be invoked or personnel may be mobilized:

21.1 Mutual Aid: An incident or event in which one or more jurisdictions send personnel to assist another jurisdiction during time of emergency or by request. During these incidents, the cost associated with the aid is assumed by each of the parties and there is no additional cost, other than entities own personnel, incurred by the parties. Under the Mutual Aid Agreement, these situations are usually short-term and brief in nature. For the purposes of Mutual Aid, Village personnel are considered to be separate from MDPD and not subject to Mutual Aid requests from agencies outside Miami-Dade County.

21.2 Preplanned Event: When a mobilization is necessary for large-scale events outside the Village's jurisdiction, such as FTAA, Presidential Debate or an Elections security detail, the Village is under no obligation to mobilize their personnel. With the approval of the Village Manager, personnel assigned to the Village may be utilized for out-of-Village events, provided that MDPD agrees to reimburse the Village for all costs associated with the use of their personnel. Should an event impact the Village; personnel assigned to the Village shall be utilized in consultation with the Village Manager.

21.3 Countywide Event or Incident: This type of mobilization may be implemented for hurricanes or other weather events or incidents such as wide area power outages. If the situation is severe or dangerous such as a hurricane warning, the Department may mandate that the Village mobilize their personnel to address the situation. Once a mobilization has been ordered by the Director of MDPD or a mobilization is imminent, the Village Commander shall immediately advise the Village Manager of all mobilization plans. During the mobilization, the Village Commander shall continually apprise the Village Manager and District Major of all issues, concerns and situations that may impact the Village.

Once the event has passed or no longer affects the Village, a decision to demobilize must be considered. The Village Commander will confer with

the Village Manager to determine the feasibility of remaining mobilized. This decision must be based on all factors that impact public safety within the Village, as well as surrounding or adjacent areas. After evaluating all available information, the Village Commander will then confer with his chain of command. The Village Commander, in conjunction with the Village Manager, will then make a decision whether to remain mobilized, demobilize, or institute modified staffing. As this is a joint decision, the Village Commander and the Village Manager must be mindful that a decision to demobilize prematurely may leave the Village vulnerable. Additionally, the Village shall be liable for any adverse incidents that occur in their jurisdiction as a result of the Village electing to demobilize prior to a demobilization order of personnel by the Director of MDPD.

In the event that a situation occurs requiring mobilization within the Village the Village Manager in conjunction with the Village Commander may mobilize Village officers prior to MDPD mobilizing. In the event that a situation occurs outside of MDC, the Village Manager in conjunction with the Village Commander upon receipt of a FEMA tracking number, may mobilize Village officers.

21.4 MDPD shall assist the Village with endeavors to collect reimbursement which may be available through FEMA or other government reimbursement programs in accordance with state and federal law.

ARTICLE XXII

TERMINATION AND REMEDIES

22.1 In the event that either party breaches a material term or condition of this Agreement, that standing alone would not, in practical application of the contract, give rise to terminate services, but is a failure under this Agreement. The non-breaching party must provide written notice to the party in breach which must include the following:

(a) A description of the breach event in reasonable detail,

(b) The basis on which breach may have occurred.

The party in breach shall remedy the breach within 30 days of receipt of the request. Should either party fail to cure the breach within the specified time identified in this Section, or any authorized extension, the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated representative whose task it shall be to meet for the purpose of attempting to resolve such

Dispute. If the parties are unable to resolve the Dispute in accordance with this Section, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then 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.

22.2 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.

22.3 Either party may terminate this Agreement for convenience by providing the other party with no less than 365 days written notice of the termination. Notwithstanding any other provisions of this Agreement, neither party shall terminate for convenience during the last 12 months of the term specified in Article XXV or any renewal term.

ARTICLE XXIII

FEE SERVICES

Upon execution of this Agreement, MDPD personnel assigned to the Village may provide certain services according to the fee schedule described in County Administrative Order 4-33, Fee Schedule for Miami-Dade Police Department, as it may be revised from time-to-time. Fees collected will be refunded to the Village on a quarterly basis. The Village may charge additional fees for any particular service, over and above those provided in County Administrative Order 4-33, if such additional fees are not contrary to law. Additional fees charged by the Village will be clearly identified as additional fees, over and above MDPD fees, in any forms and receipts for any service provided.

ARTICLE XXIV

OPTION TO RENEW

24.1 If the Village so desires, MDPD will meet with the Village no later than January 30, 2014, to negotiate the terms and conditions of any extension (the "Renewal Term") to the Initial Term listed in Article XXV in order for both parties to anticipate budgetary considerations for the fiscal year range.

24.2 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 XXV.

ARTICLE XXV

TERM

This Agreement shall be effective retroactive from 07/01/09, and shall expire at midnight on 06/30/2014, unless terminated earlier as specified in Article XXII. Either party may request to re-open the agreement during this period.

ARTICLE XXVI

TRANSITION PERIOD

26.1 In the event of the termination or expiration of this Agreement, MDC and the Village 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 Village.

26.2 If the Village is unable to provide the same level of local police protection through its own police force at the time of the termination or expiration, which shall be determined solely by the Village, the term of this Agreement shall be extended upon receipt by MDC of a written request by the Village Manager for a transition period not to exceed 180 days.

26.3 The monthly compensation to be paid to MDC during the transition period shall be pro-rated at the rates in effect as of the date of termination or expiration, and shall be based upon actual costs as defined in paragraph 7.3 of this Agreement.

ARTICLE XXVII

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 XXVIII

RECORDS, INSPECTION, AUDIT

28.1 MDC shall keep records with respect to the expenditure of funds paid by the Village and the services provided to the Village under this Agreement.

All of these records shall be retained by MDC for a minimum of five 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, MDPD policies and procedures, state retention schedules and other applicable standards.

28.2 The Village 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.

28.3 MDC shall provide access to the Village 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 Village to ensure compliance with applicable accounting and financial standards.

28.4 Should the Village, in any audit of MDC's records, find a discrepancy between the actual amount of funds paid by the Village and the actual services received by the Village from MDC, or the costs of the services, or the Village 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 Village Manager, either credit or debit the Village the amount of the discrepancy or refund the amount. If MDC disagrees with the Village's audit, MDC shall notify the Village Manager within 30 days of the receipt of the audit findings requesting an independent audit. The Village Manager and the County Manager shall mutually agree to the selection of an independent auditor to review the audit and resolve the discrepancies. Both parties will pay the auditor's fee equally.

ARTICLE XXIX

AUTHORITY TO EXECUTE; NO CONFLICT CREATED

29.1 The County Mayor, by execution of this Agreement, represents to the Village that the County Mayor has full power and authority to make and execute this Agreement pursuant to the resolution of the County commission.

29.2 The Village Manager, by the execution of this Agreement, represents to the MDC that the Village Manager has full power and authority to make and execute this Agreement pursuant to the resolution of the Village Council.

ARTICLE XXX

AMENDMENTS

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

ARTICLE XXXI

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:

Village:	Village Manager Ron E. Williams Village of Palmetto Bay 8950 SW 152nd Street Palmetto Bay, FL 33157
and	Village Attorney Figueredo Boutsis & Montalvo, P.A. 18001 Old Cutler Road, Suite 533 Palmetto Bay, FL 33157
MDC:	County Mayor Carlos Alvarez Miami-Dade County Stephen P. Clark Center 111 NW First Street Suite 2910 Miami, Florida 33128
and	Director Robert Parker 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 XXXII

NON-ASSIGNABILITY

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

ARTICLE XXXIII

ENTIRE AGREEMENT

30.1 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.

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

30.3 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 XXXIV

BINDING EFFECT

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

(Signature Page Follows)

ATTEST:

VILLAGE OF PALMETTO BAY,

a municipal corporation

By: _____
Meighan Rader,
Clerk

_____
Ron E. Williams,
Village Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF THE VILLAGE OF PALMETTO BAY ONLY:

By: _____
Village Attorney

MIAMI-DADE COUNTY
A political subdivision of the
State of Florida
By its Board of County
Commissioners:

_____
Carlos Alvarez
County Mayor

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

QUANTITY AUTHORIZED

	Officer	Motorcycle	Mounted	Public Service Aide	Police Records Specialist
Ammunition, Rounds	18	18	18		
Armor, Body	1	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	1	
Boots		2	2		
Breeches		5	5		
Buttons, Shirt, Silver			30		
Cap, Baseball	1	1	1	1	
Cargo Pants	1	1	1		
Cargo Shirts	1	1	1		
Carrier, Radio	1	1	1	1	
Cover, Cap	1	1	1	1	
Footwear, Special Purpose	1	1	1		
Gas Mask	1	1	1		
Gloves, Orange	1	1	1		
Handbook, Florida Law				1	
Enforcement	1	1	1		
Handcuffs	1	1	1		
Handcuff Case	1	1	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	10	10
Insignia, Hat	1	1	1		
Jacket, Brown	1	1	1	1	

EXHIBIT A
MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

Uniforms and Equipment

QUANTITY AUTHORIZED

	Officer	Motorcycle	Mounted	Public Service Aide	Police Records Specialist
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	1	1
Map, Street	1	1	1	1	
Name Plate	1	1	1	1	
Poncho			1		
Raincoat	1	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, Long Sleeve, White				2	
Shirt, Short Sleeve, Taupe (police reserve officer, 2)	5	5	5		
Shirt, Short Sleeve, White				5	5
Shoes, Deck (Marine Patrol only)	1				
Shoes, (Male or Female) Class A	2	2	2	2	1
Shoes, Class B	1	1	1	1	
Skirt (issued to Lieutenant and above)					
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	5	
Brown, no stripe					5
Whistle	1	1	1		
Whistle Strap	1	1	1		

EXHIBIT A
MIAMI-DADE POLICE DEPARTMENT
STANDARD EQUIPMENT ISSUED FOR ALL MARKED POLICE VEHICLES

	QUANTITY AUTHORIZED
Blankets	2
Crime Scene Tape	1
Jumper Cables	1
Disposal Latex Gloves	1 box
Trunk Mount Radio System	1
Overhead Emergency Lights	
Automated External Defibrillator	
Mobile Computing Units	

EXHIBIT B
VILLAGE OF PALMETTO BAY
Police Patrol Staffing Level

Job Classification	Quantity
Police Captain	01
Police Lieutenant	01
Police Sergeant	05
Detective Unit Sergeant	01
Police Officer	27
COPS Officer	01
Police Detective	04
Police Records Specialist	03
Secretary	01
Public Service Aide	01
Total	**45**

EXHIBIT C

VILLAGE OF PALMETTO BAY
Mutually Agreed Upon Minimum Number
of Requisite Police Patrol Staffing

Job Classification	Quantity
Police Captain	01
Police Lieutenant	01
Police Sergeant	05
Police Officer	27
Police Records Specialist	01
Police Crime Analyst	01
Secretary	01
Public Service Aide	03
Total	**40**

EXHIBIT D
VILLAGE OF PALMETTO BAY
OPTIONAL SERVICES

Optional services provided by the Miami-Dade Police Department include, but are not limited to:

- **Marine Patrol:** Units designated for the purposes of patrolling waterways with Miami-Dade County.

- **Motorcycle Patrol:** Motorcycle unit personnel, apart from currently contracted levels, which are designated to conduct escort details, parades, public events, security details or other related motorcycle functions.

- **Special Events Units:** A unit with the Special Patrol Bureau that is utilized to manage large-scale public events and provides support to departmental elements. Special events focus on specific targets, including personal watercraft accident abatement, traffic crash reduction, DUI apprehension, and school zone enforcement.

- **Community Affairs Bureau:** Administers of a variety of programs designed to foster cooperation between the Department and the community. The following are examples of some of the community programs provided by the Community Affairs Bureau:

    - **Drug Abuse Resistance Education (D.A.R.E.) Program:** A program designed presented by uniformed police officers to students for the purpose of teaching positive alternatives to substance abuse and gang violence, helping them to develop self-esteem and build student's interpersonal and communications skills.

    - **Gang Resistance Education and Training (GREAT):** A program presented by uniformed police officers to students for the purpose of increasing awareness of the availability of a globally recognized youth program focusing on issues such as youth violence prevention, developing life skills and building positive relationships with law enforcement officers. GREAT seeks to provide a sense of competency, usefulness, and personal empowerment needed to avoid involvement in youth violence, gangs, and criminal activity.

EXHIBIT D
VILLAGE OF PALMETTO BAY
OPTIONAL SERVICES

- **School Crossing Guard (SCG) Program:** The SCG program provides pedestrian and traffic safety assistance to elementary school children in arriving and departing from schools in a safe manner. The SCG Unit is responsible for providing assistance to all public elementary schools in Unincorporated Miami-Dade County and municipalities that contract services.

Note: The above activities may be conducted on on-duty or on an overtime status, as appropriate.

EXHIBIT E
VILLAGE OF PALMETTO BAY
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. Strategic Planning and Policing Bureau supports police districts through managing procurement efforts, performs administrative functions delegated by the Police Services Assistant Director, manages the juvenile curfew ordinance, and the personnel resource allocation software program. 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 department wide, keeps the Director apprised of pertinent information, and makes programmatic recommendations when necessary.
5. 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 functions.
6. Chief of the Centralized Services Division is responsible for the Fleet Management Bureau, Intergovernmental Bureau and Personnel Management Bureau.
7. The Chief of Administration and Technology Division personnel, and non-tactical planning activities, responsible for departmental automated systems and the handling of organizational information, data, and communications (police radio and emergency 911 telephone).

EXHIBIT E
VILLAGE OF PALMETTO BAY
LIST OF ANCILLARY MDPD SERVICES

8. Fiscal Administration 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. Additionally the bureau coordinates all departmental activities related to expenditure of funds; purchases, maintains, and issues equipment; provides departmental budget, purchasing, supply, and administers the Law Enforcement Trust Fund and related accounting functions.
9. 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.
10. Information Technology Services Bureau is responsible for the planning, acquisition, implementation, and maintenance of all microcomputer operations including network management, host interconnectivity, and standardization of departmental software. Additionally 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.
11. 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.
12. 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.
13. The Criminal Investigations Division Chief is responsible for centralized investigation of homicides, robberies, sexual crimes, and domestic crimes.

EXHIBIT E
VILLAGE OF PALMETTO BAY
LIST OF ANCILLARY MDPD SERVICE

14. Investigative Support Division Chief is responsible for property and evidence storage, and crime scene and crime laboratory functions, court security, civil and criminal process, liaison with the components of the courts and criminal justice system.
15. 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, and maintenance of criminal records.
16. 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.
17. The Central Records Bureau reviews, controls, maintains, and retrieves criminal records; prepares Uniform Crime Reports; and provides Teletype and automated data communications.
18. North and South Division Chiefs are responsible for the management of uniformed patrol and general investigative functions in police districts.
19. Uniform Services 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 as well as the Airport District, and the Community Affairs Bureau.
20. The Departmental Services Assistant Director is responsible for the Uniform Services Division and the Investigative Support Division, which includes furnishing specialized functions such as crowd control; hostage negotiation; canine; mounted, motorcycle, and marine patrol; and underwater recovery.
21. The Director of the Public Safety Training Institute is delegated the responsibility for certification and training.

EXHIBIT F
VILLAGE OF PALMETTO BAY
GENERAL INVESTIGATIONS UNIT

GENERAL INVESTIGATION UNIT REPONSIBILITIES:

The General Investigations Unit (GIU) is a responsible for district level criminal investigations. GIU has the responsibility to ensure complete and accurate investigations of the following offenses:

- Burglary
- Theft (Felony and Misdemeanor)
- Assault
- Sex Offenses, other than those investigated by Sexual Crimes Bureau or Child Exploitation
- Auto Theft
- Minor Embezzlement
- Extortion
- Criminal Mischief
- False Bomb Threats
- Miscellaneous Offenses not handled by specialized units

Districts, units, or contracted municipalities who do not maintain 24-hour GIU coverage shall maintain an "on-call" schedule of the assigned personnel. This "on-call" roster shall be maintained at the unit of assignment and a copy shall be furnished to desk operations. The following details the criteria utilized for a GIU call out:

GIU DETECTIVE CALL-OUT CRITERIA

- Burglaries (residential and commercial) where subjects are in custody.
- Burglaries in which access was gained by chopping or breaking through the roof or wall and there is a scene which could lead to identification of the perpetrator(s).
- Safe jobs (Tampered or removed).
- Burglaries and thefts where the property value is in excess of $25,000 (the FBI will be notified when the value exceeds $50,000).
- Any occupied burglary.
- Commercial burglaries where the telephone lines are discovered cut or dispatched as so.
- Shooting where a victim is injured:
    - Shooting scene where evidence (gun, blood splatter, spent cartridges and/or bullets) is found.
- Aggravated batteries where there are serious injuries and/or the perpetrator is known or apprehended.

- Confirmed abductions absent ransom demands where the victim is known and /or subject information can be verified/apprehended.

GIU DETECTIVE CALL-OUT CRITERIA (CONTINUED)

- Extortions:
  - All extortions where immediate follow-up investigation is needed and waiting for routine assignment if the case would hamper the investigation.
  - When the subject is in custody or known.

- Battery of a Law Enforcement Officer:
  - Rescue is called to scene.
  - Emergency room treatment.
  - Hospitalization.

- Stalking cases which involve victims less than 16 years of age.
- Any case where it is in the best interest of the Department, and approved by the on-duty Platoon Commander.

GIU SERGEANT CALL-OUT CRITERIA

- Shooting where a victim is injured.
- Aggravated batteries where there are serious injuries.
- Confirmed abductions absent ransom demands where the victim is known and/or the subject information can be verified or apprehended.
- Extortion:
  - All extortions where immediate follow-up investigation is needed.
- Search Warrant:
  - All cases where the procurement of a Search Warrant is necessary.
  - On consent to search cases. The option of utilize an on-scene supervisor will remain at the discretion of the Platoon Commander.
- Any case where it is in the best interest of the Department, and approved by the on-duty Platoon Commander.

EXHIBIT F
VILLAGE OF PALMETTO BAY
GENERAL INVESTIGATIONS UNIT

AUTO THEFT DETECTIVE CALL-OUT CRITERIA

- All cases where the subject is in custody (Grand theft auto, Altered Vehicle Identification Number (VIN), Vehicle Burglary)
- All cases where a LoJack or a Teletrac signal is located inside a warehouse, container, or residence.
- Chop-shop located within in the Town.

AUTO THEFT DETECTIVE CALL-OUT CRITERIA (CONTINUED)

- Altered VIN where the victim locates their vehicle and there is a person on the scene claiming ownership.
- All cases where the procurement of a Search Warrant is necessary.
- Any case involving the theft or recovery of trucks or shipping containers that contain large volumes of property.
- Any case where it is the best interest of the Department, and approved by the on-duty Platoon Commander.

AUTO THEFT SERGEANT CALL-OUT CRITERIA

- All cases where a LoJack or a Teletrac signal is located inside a warehouse, container, or residence.
- Chop-shop located within in the Town.
- Search Warrant:
  - All cases where the procurement of a Search Warrant is necessary.
  - On consent to search cases. The option of utilize an on-scene supervisor will remain at the discretion of the Platoon Commander.
- Any case where it is in the best interest of the Department, and approved by the on-duty Platoon Commander.

EXHIBIT G

THE VILLAGE OF PALMETTO BAY VILLAGE IDENTIFIERS ON MDPD MARKED POLICE VEHICLES

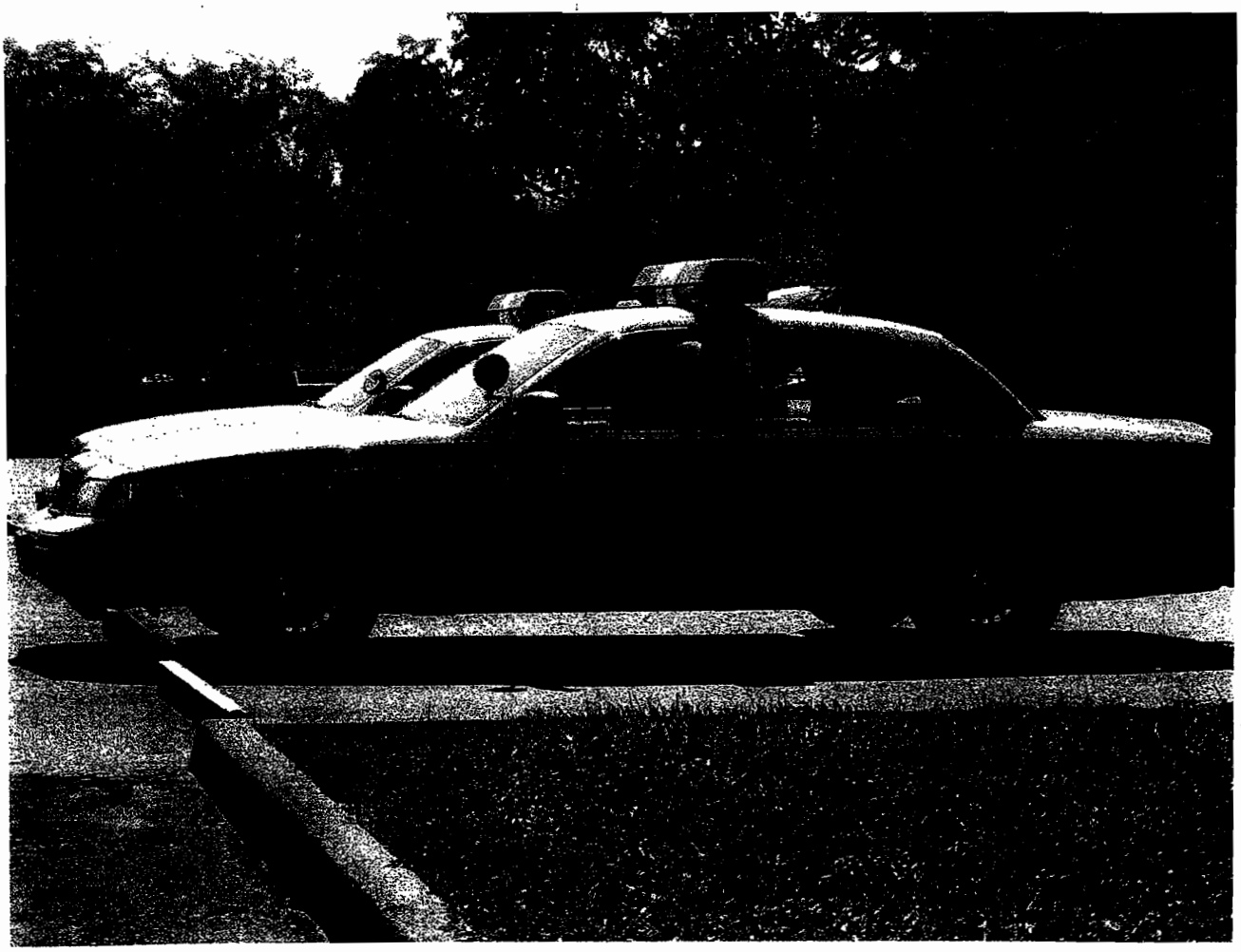

EXHIBIT H

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
MIAMI-DADE POLICE DEPARTMENT (MDPD)
AND
THE VILLAGE OF PALMETTO BAY (VPB)

PURPOSE

The purpose of this MOU is to allow for the Village of Palmetto Bay to utilize the services of the Miami-Dade Police Department to administer and enforce their False Alarm Ordinance.

BACKGROUND

The Village of Palmetto enacted a False Alarm Ordinance that mirrors the Ordinance that was enacted by Miami-Dade County. The Village of Palmetto Bay currently does not administer their False Alarm program.

PROVISION FOR USE

The Miami-Dade Police Department and the Village of Palmetto Bay agree that during the initial year of this MOU the Miami-Dade Police Department will dedicate personnel who will create and set up a database specific to the needs of the Village of Palmetto Bay. Each alarm located within the Village of Palmetto Bay will be registered. The Miami-Dade Police Department will also send out a false alarm booklet to all residents or businesses located within the Village of Palmetto Bay.

After the initial year of this MOU, the Miami-Dade Police Department will continue to re-register all existing alarms and any new alarms that are purchased by residents of the Village of Palmetto Bay.

The Miami-Dade Police Department will provide administrative services for subsequent actions resulting from false alarm signals. These services will include, but not be limited to, written notification of false alarms, processing of written notification of Civil Citations and Liens imposed as a result of failure to remit for false alarm charges, and the preparation and mailing of all correspondence associated with false alarms.

The Village of Palmetto Bay agrees to pay the Miami-Dade Police Department for their services which may be re-negotiated and modified each year. Costs associated shall be billed and collected pursuant to Article 7 of the Interlocal Agreement between the Village of Palmetto Bay and Miami-Dade County.

EXHIBIT H

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
MIAMI-DADE POLICE DEPARTMENT (MDPD)
AND
THE VILLAGE OF PALMETTO BAY (VPB)

LIABILITY

All tort liability regarding Miami-Dade County and its employees and agents shall be determined in accordance with the provisions of Florida Statute 768.28.

EFFECTIVE AND TERMINATION DATE

This MOU becomes effective upon signature by both parties and will remain in full force until rescinded by either party in writing with 45 days advance notice.

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

MIAMI-DADE POLICE DEPARTMENT	**THE VILLAGE OF PALMETTO BAY**
	Ron E. Williams
Robert Parker, Director Miami-Dade Police Department	Ron E. Williams, Manager The Village of Palmetto Bay
	9/22/09
DATE	**DATE**

RESOLUTION NO. 09-76

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO LOCAL POLICE SERVICES INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY; EXTENDING POLICE SERVICES AGREEMENT FOR FIVE YEARS; AUTHORIZING TRANSMISSION TO THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village, upon incorporation in 2002, agreed to exclusively utilize the Miami-Dade County Police Department for patrol staffing for an initial period of three years; and,

WHEREAS, the Village thereafter renegotiated the contract with Miami-Dade County and extended the police local patrol service agreement; and,

WHEREAS, the second contract has expired and the parties have negotiated a new five year police local patrol service agreement with Miami-Dade County; and,

WHEREAS, the Village no longer is required to pay for specialized law enforcement services, and section 9.3 of the Charter has been removed; and,

WHEREAS, the Mayor and Village Council desire to execute the attached interlocal agreement for a five year period with Miami-Dade County for police local services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The above whereas clauses are incorporated by reference herein.

Section 2. The attached interlocal agreement is incorporated by reference into this agreement and the Village Manager is authorized to execute same.

Section 3. This resolution shall take effect immediately upon approval.

52

PASSED and ADOPTED this 14th day of September, 2009.

Attest:

Meighan Rader
Village Clerk

Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis,
Office of Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	YES
Council Member Howard J. Tendrich	YES
Council Member Shelley Stanczyk	YES
Vice-Mayor Brian W. Pariser	YES
Mayor Eugene P. Flinn, Jr.	YES

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I, Meighan Rader, Village Clerk of the Village of Palmetto Bay, Florida, hereby certify that the attached is a true and correct copy of Resolution 09-76, passed September 14, 2009, as shown in the records of the Village on file in the office of the Village Clerk.

Witness my hand and corporate seal of the Village of Palmetto Bay, FL, this 23rd day of September, 2009.

Meighan Rader, Village Clerk