# Memorandum

MIAMI-DADE COUNTY

**DATE:** May 4, 2010

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

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

**FROM:** George M. Burgess
County Manager

**SUBJECT:** Local Police Patrol Services Agreement with the Town of Miami Lakes

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**Recommendation**
It is recommended that the Board of County Commissioners (Board) approve the resolution retroactively authorizing the local police patrol services agreement with the Town of Miami Lakes (the Town) to provide the Town with local police patrol services for a five year period commencing November 14, 2007. The agreement is retroactive as negotiations for the new agreement began May 2007, continued through the Town's budget process, through the installation of the new Town Mayor and new Town Manager and concluded with the approval of the agreement by the Town on March 9, 2010 (Resolution No.10-797).

**Scope**
The agreement will authorize Miami-Dade Police Department (MDPD) to provide local police patrol services as described in the agreement for the Town.

**Fiscal Impact/Funding Source**
The Town 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 September 19, 2000, the Board adopted Ordinance 00-112 creating the Town subject to the approval of a municipal charter by qualified electors. As a condition of that approval, Article IX, Section 9.2 of the Town of Miami Lakes Charter required that the Town contract with MDPD for the provision of local patrol services for a period of three years. The Town incorporated on December 5, 2000, and on December 4, 2001, the Board adopted Resolution R-1367-01, approving an agreement for MDPD to provide local patrol services to the Town. The Board adopted Resolution R-428-06 on April 25, 2006, approving a second three year period commencing November 14, 2004. 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 Town 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 $6,186,000 includes the cost of personnel, vehicles, contract support fee, and optional services. Actual costs will be charged through a quarterly reconciliation process.

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- MDPD will provide local comprehensive police patrol services to the Town. 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 50 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 Town boundaries. A General Investigations Unit (GIU) shall investigate criminal activity within the Town. (Article III)

- Patrol personnel assigned to the Town shall make every reasonable effort to maintain an average emergency response time goal of eight 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 thirty minutes or less. In no instance shall the average non-emergency response time exceed the departmental average. (Article 3.5)

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

- MDPD will invoice the Town quarterly rather than the MDPD issuing a credit or debit memorandum. (Article 7.1)

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

- MDPD agrees to provide the Town public records at the Town's request that may assist the Town in it's preparation of any law enforcement related federal and state grant applications. (Article 7.8)

- Provision added that if the County requires MDPD Officers to pay a stipend for take home vehicles or institutes other cost cutting measures, the Town is entitled to a proportionate credit. (Article 7.9 & 7.10)

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

- Provision added that MDPD would continue to provide general office supplies and also will now provide capital supplies from the GSA catalog up to a value of $3,000 per annum, in the year the renewed agreement is signed, increasing by 3% each year of the agreement. (Article 8.4)

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

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

- The Town agrees to allow and provide access to any and all records or data created by MDPD employees even if they are owned by the Town. Access is granted in investigations and supervision of MDPD employees in the event of an allegation or suspicion of wrong doing by MDPD employees to ensure compliance with MDPD established directives and procedures. (Article 11.12)

- The Town may elect to purchase its own vehicles using MDPD specifications. The title for Town 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 Town for the sum of one dollar. (Article 15.2)

- Uniformed staff will wear their Miami-Dade Police uniforms with the addition of a distinctive patch identifying them as members of the Town of Miami Lakes police force. (Article 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 Town shall be prepared by MDPD and the cost shall be incurred solely by the Town. (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 Town may, at its option, issue its own towing contract, with a 90 day notice to MDPD, using all of the specification and and requirements outlined by MDPD for towing contractors. (Article 17.1)

- The Town's share of any forfeited property will be based solely on the ratio that the participation of the law enforcement personnel assigned to the Town bears to the participation of all law enforcement agencies participating in the seizure of the property in accordance with State and Federal law. Costs associated with court filing fees, court reporters, interpreters, and published legal notices will be subtracted from the value of the Town's share of the forfeited property. (Article 18.4)

- 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 (Article 22.1, 22.3)

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

This new five year agreement will become effective upon approval by the Board. The Town of Miami Lakes resolution was unanimously approved by the Miami Lakes Mayor and Town Council. As documented in the agreement, the Town 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: May 4, 2010

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

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

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

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(1)(B)
5-4-10

RESOLUTION NO. _____

RESOLUTION APPROVING AN AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES FOR THE PROVISION OF LOCAL POLICE PATROL SERVICES; RETROACTIVELY 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 December 5, 2000 a charter for the Town of Miami Lakes was approved by the citizens of the Town; and

**WHEREAS,** the Miami-Dade County Code Section 20-26 (c) and Article IX, Section 9.2 of the Town charter required the execution of a three year contract between the Town 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 November 14, 2004, and the second three year contract expired November 13, 2007; and

**WHEREAS,** the Town Manager has agreed to the terms of this Agreement and the Town Council approved this Agreement on March 9, 2010, (Town of Miami Lakes Resolution No. 10-797, 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 Town of Miami Lakes for local police patrol services is hereby approved in substantially the form attached hereto and made a

part hereof; retroactively authorizing the County Mayor or the County Mayor's designee to execute 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 from November 14, 2007.

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 4th day of May, 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.

Craig H. Coller

# INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND TOWN OF MIAMI LAKES FOR LOCAL POLICE PATROL SERVICES

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

WHEREAS, the Town 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 Town 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 Town, and shall work cooperatively with the Town to prevent and deter crime, solve crimes, maintain public order, and address emerging trends; and,

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

WHEREAS, the Town 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 Town and its citizens, and,

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

1. MDPD employees shall be responsive to the citizens of the Town.
2. MDPD employees shall work cooperatively with Town organizations in a problem-solving mode to maintain the safety and welfare of Town residents and visitors.
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 Town and MDC. New technology shall be implemented, as it becomes available, unless otherwise mutually agreed upon by the contracted parties.
4. The Town 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 Town 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 Town to the extent and in the manner agreed upon by the parties.

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

## ARTICLE I

## PURPOSE AND INTENT

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

*Division Chief* shall mean the MDPD Division Chief who may be responsible for overseeing the Town Commander's compliance with specific operational goals and objectives as set forth by the Town Manager. Additionally, the Division Chief shall ensure maintenance of quality service delivery to the Town.

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

*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 Town 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, maintaining public order, and providing service to the community. Such activities include, but are not limited to, directing and enforcing traffic laws, 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 Town.

*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.

*Service* shall mean those local 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 Town.

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

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

*Town 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 Town, effectuating the Town's law enforcement priorities, managing the delivery of police services, and ensuring the policing needs of the Town are adequately met. The Town Commander shall liaison with the Town Manager and shall be responsive to the Town Manager similar to the Chief of a municipal police force, while following all MDC/MDPD policies, procedures, directives and guidelines and the chain-of-command.

*Town Officials* means the Council members, Town Manager, Town Attorney, and employees of the Town.

## ARTICLE III

## LOCAL POLICE PATROL SERVICES

MDPD shall provide local police patrol services, as set forth in this Agreement and in accordance with Florida Statutes and the Miami-Dade County Charter and the Town 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 Town. 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 Town. The General Investigations Unit is a specialized assignment with the Town 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 Town resident, property owner or business owner in the Town. The Watch Order specifically describes the concern of the resident and directs the patrol personnel accordingly. Patrol personnel are required to perform a minimum of one physical check per shift of a residence, business, or other location to include the perimeter area within a 24-hour period. The physical check will be documented on the Daily Activity Worksheet as to time and location.

3.3 Patrol personnel shall respond to all calls-for-service within the Town; such as, but not limited to, burglar alarm signals and calls of suspicious activity at locations in the Town. The Town Manager shall have the ability to modify the police response protocols for non-emergency calls for service.

The Town understands that when all calls for service within the Town are dispatched and responded to by Town patrol units this may increase the average response time. The Town 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 Town's responsibility to fund increased staffing levels to maintain response time goals.

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

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

3.5.1 The MDPD will strive for an annual average emergency call dispatch time of no more than 90 seconds. Dispatch time begins when the call is received by the complaint officer and ends when the call is dispatched to a patrol unit. The emergency response time for a patrol unit begins when the dispatch is received and ends when the unit takes an arrival on the air. The patrol unit's travel time goal should be 5 minutes or less. Combined the average emergency response time of eight minutes or less while maintaining safe operations will be the goal for the term of this Agreement. But in no instance shall the average emergency response time exceed the departmental average of eight minutes. The average emergency response time will be re-evaluated on an annual basis to establish an appropriate emergency response time.



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3.5.2. The average non-emergency response time goal should be thirty minutes or less.

3.5.3. Follow-up investigations for the General Investigations Unit - The average response time for detectives to arrive at a crime scenes, as described in Exhibit F, shall not exceed one hour, unless amended by the Town Manager in consultation with the Town Commander.

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

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

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

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

3.10 MDPD shall provide all reports as required by Article XVI.

3.11 While in the performance of their duties, officers assigned to the Town shall report any quality of life issues that are observed. These include, but are not limited to, the reporting of pot holes, debris or 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 Town ordinances with criminal penalties, Town parking ordinances with both criminal and civil penalties and false alarm ordinances adopted by the Town. The Town shall provide the MDPD Legal Bureau with any draft ordinances that include an enforcement component subject to MDPD enforcement and MDPD shall advise the Town if MDPD can enforce the ordinance prior to the Town's adoption of the draft regulations. The Town understands that it must contract with the SAO for the prosecution of Town or MDC criminal ordinance violation cases. The Town agrees and understands that MDC is not responsible for any filing fees for Town or MDC criminal ordinance violations nor any costs encumbered by the Office of the State Attorney (SAO) for prosecuting Town or MDC criminal ordinances. MDPD shall coordinate attendance of MDPD officers

assigned to the Town to appear at Town Special Master hearings on any civil penalty parking violations or at county or circuit court on criminal violations. MDPD will assist the Town's code enforcement officers with enforcement of Town code violations, including utilizing appropriate state laws, accompanying a Town code enforcement officer on a call, writing reports of observations of violations of the Town's code and attendance at hearings.

3.13 Since it is imperative for MDPD personnel assigned to the Town to become acquainted with the general characteristics of the Town, personnel assigned to the Town 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 Town Manager, MDC shall provide to the Town optional services as depicted in Exhibit D. Payments for these services are in addition to payment made pursuant to Article VII. The Town Manager will direct the level and frequency of these optional services in consultation with the Town Commander.

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

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

4.4 The Town has enacted a Municipal Alarm Ordinance # 02-16. The Town shall be entitled to all fees and fines associated with the False Alarm Program. The Town shall be responsible for all maintenance and enforcement of such services. Upon the ability that MDPD can provide such services, the Town may request that MDPD administer their False Alarm Program. The Town 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.

## ARTICLE V

## SUPPORT & ANCILLARY SERVICES

Support services attributed to the establishment and performance of local patrol services shall be provided to the Town. These services are identified and are included as a contract support fee and may be adjusted and modified on a yearly basis. Support services shall include but not be limited to:

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

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

5.3 Support equipment includes the maintenance and related transmission cost of police radio system, and the purchase of personal officer safety equipment.

5.4 Personnel management Bureau provides for the recruitment, selection, and hiring/promotions of MDPD employees. Services include Psychological evaluation, employment ads, test and validation services, Florida Basic Abilities Test and polygraph examination administered to applicants during the selection and hiring process to determine the eligibility of police and other support personnel.

5.5 Fiscal Administration Bureau may designate positions for the development, preparation and monitoring of municipal budgets, related to police services, as well as the preparation of billings and reconciliations.

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

5.7 Assessment Center is utilized as an assessment tool during the promotional process for the ranks of Sergeant, Lieutenant and Captain.

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

5.9 Strategic Planning and Policing Bureau provides comprehensive and quality 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 liaison between the Town and departmental elements.

5.10 District operating costs are associated with the District station to include lease, utilities, and radio maintenance are included in the contract support fee paid by the Town.

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

## ARTICLE VI

## MAINTENANCE OF ABILITY

6.1 MDPD shall furnish to, and maintain for the benefit of the Town, 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", Section A.

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

6.4 Knowledge of law enforcement related Town Codes and local ordinances is required.

## ARTICLE VII

## CONSIDERATION

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

7.1 The Town shall be invoiced quarterly. Payment is due no later than the 30th day from receipt of an invoice by the Town.

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 Town 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 Town Manager.

7.3 Within 30 days from the end of each fiscal quarter, MDC shall issue an invoice to the Town based upon a reconcilation of the payments made by the Town and actual costs associated with services rendered to the Town. 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.

7.4 Payment by the Town for optional services will be based on actual cost for services rendered to the Town. The actual costs associated with optional services shall include direct salaries, plus all associated fringe benefits and contract support fee. MDC will invoice the Town 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 Town.

7.5 Based upon payment of the costs described in 7.3 and 7.4 by the Town, 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 Town 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 Town to offset the costs of providing 911 services.

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

7.8 The MDPD agrees to provide public records at the Town's request that may assist the Town in its preparation of any law enforcement related federal and state grant applications. Such records will be provided pursuant to law and applicable County and MDPD policies and procedures. Both the Town and the County may share information with respect to identifying law enforcement related grants that may be pursued by either agency. Any programs funded by grants received by MDPD that are implemented in MDPD's District Stations for local patrol activities shall also be implemented for the Town's Police Unit. Such programs will be implemented on a prorata basis as best approximated by the proportion of the number of sworn officers being funded by the Town to the number of funded sworn officers

serving solely UMSA not including other contract municipalities or other special assignments not related to local patrol activities, as applicable. MDPD will obtain the Town's approval before applying for any grants that may support MDPD's patrol activities and require the Town to participate and provide matching funds.

7.9 In the event MDC, in the future, requires its officers to pay a stipend relating to take home vehicles, should an eligible officer elect to participate in any such program, the Town shall be entitled to receive a full credit or equivalent percentage access to the funds for the officers assigned to the Town regardless of whether such payments are actually received from the participating officer by MDC.

7.10 In the event MDC effects other cost cutting measures in the future, the Town shall be entitled to receive a full 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 Town exercises its right in Section 8.3, MDPD personnel assigned to the Town shall continue to utilize the Town Hall/Police Station located at 15700 Northwest 67 Avenue, Suite 201 Miami Lakes, Florida 33014.

8.2 Should the Town 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 Town.

8.3 The Town has established a police station with appropriate equipment. The Town retains the right to collocate police staff within an MDPD District or facility, subject to the approval of MDC. The Town will comply with any law enforcement accreditation standards so that MDPD will be able to maintain its accredited status. The Town shall continue to be responsible for items such as space rental, furniture, fixtures, regular telephones, capital equipment and utilities. In the event the Town exercises collocation option, the contract support fee charges to the Town 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.

8.4 The MDPD will continue to provide general office supplies such as paper, post-it notes, etc. The MDPD will also provide capital supplies from the General Services Administration (GSA) catalog such as toner and printer ink cartridges up to a value of $3,000 per annum in the year the renewed Agreement is signed, increasing by 3% each year of the Agreement.

## ARTICLE IX

## COMMAND STAFF

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

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

9.1 In the event of a vacancy in the Town Commander position, the Town Manager shall be entitled to select the Town Commander. The Town Commander shall be selected from nominations provided by the Director or designee to the Town 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 Town Manager shall solicit input and concerns from the Director prior to the designation of the Town Commander. The Director or designee shall advise the Town Manager of any nominees who have elected to participate in the DROP program.

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

9.3 In the event the Town becomes dissatisfied with the response of the Division Chief specific concerns regarding Town 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 Town and in replacing the Town Commander. If specific issues cannot be resolved, the Town Manager shall request removal of the Town Commander. The Director or designee shall honor the Town Manager's request and designate a new Town Commander through the selection process prescribed in Section 9.1 of this Agreement.

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

9.6 The Town and MDC will collectively be responsible for all emergency management duties of the Town, in conjunction with the Town 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 police services for the Town shall be and remain MDC employees.

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

10.3 MDC and all of its personnel are, 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 Town. Nothing in this Agreement shall be construed to create an employment relationship between the Town 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 Town Commander, after consultation with the Town Manager, shall have the discretion to assign new personnel and to transfer or reassign any personnel assigned to the Town 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 Town Commander, with the approval of the Town Manager as needs arise. The level, degree, type of service and number of positions assigned to each service shall be determined by the Town 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 Town Commander may utilize overtime to fill temporary vacancies, with the prior approval of the Town 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 Town. The Town shall not be required to fund the position of Captain unless the Town opts to include a Captain in the Town's Table of Organization and compensates the County at the agreed upon level.

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

11.5 Staff schedules may be adjusted temporarily upon the approval of the Town 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 Town Manager and the Town 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 Town Manager becomes dissatisfied with the performance of any personnel assigned to the Town, the Town Manager shall discuss the concerns with the Town Commander. Upon the request of the Town Manager, the Town Commander may transfer or reassign personnel out of the Town with the concurrence of the Director of MDPD or designee.

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

11.8 The Town Commander will promptly address concerns expressed by the Town 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, the position assigned to the Town shall be filled in accordance to departmental policies. However, such a vacancy in the Town shall not exceed 120 days.

11.10 Nothing shall preclude the Town Manager from discussing matters of concern regarding police services to the Town 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 Town 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, interfere with or obstruct any MDPD internal/administrative investigations directed towards MDPD employees or direct police personnel to deliberately contradict the established MDPD policies and procedures.

11.12 The Town agrees and understands that MDPD's ability to investigate and supervise MDPD employees in the event of an allegation or suspicion of wrongdoing by MDPD employees or to ensure compliance with MDPD established Directives and procedures is in the best interest of the Town, MDPD, and the citizens of the Town and Miami-Dade County. In order to maintain MDPD's ability to conduct such investigations and supervise its employees, the Town agrees to allow and provide access to any and all records or data created by MDPD employees regardless of the type of

records/data storage medium (for example; paper, video/audio tape, disk, electronic, etc.) or the records/data storage device (for example; computer, personal digital assistant, mobile telephone, flash drive, etc.). Furthermore, the Town agrees to allow and provide access to these records/data storage media and devices even if they are owned by the Town. Such access shall be limited to investigations of MDPD personnel and only to such records as are within the scope of the MDPD investigation. However, where such records are stored on a records/data storage device or container (e.g., filing cabinet, box, desk, shelf, etc.) where they are mixed with other records that are not the target of the investigation, the Town will provide access to the entire device or container. In those situations where it will be necessary for MDPD to remove a records/data storage device for further analysis, MDPD will provide a suitable and reasonable replacement so as not to hinder the ability of MDPD employees to provide services to the Town. Such replacements will be provided as soon as reasonably possible. The Town understands, agrees and will allow the immediate removal and securing of records/data media and/or storage devices used by MDPD employees in order to preserve the records/data contained therein. Additionally, MDPD will format all newly assigned devices, and remove all MDPD proprietary software prior to the equipment being released back to the Town.

## ARTICLE XII

## EMPLOYMENT; AUTHORITY TO ACT

12.1 Each sworn officer of MDPD who, from time-to-time, may be assigned to the Town, to the extent allowed by law, shall be, and hereby is, vested with the police powers of the Town 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 Town shall be deemed to be a sworn officer of the Town 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 ordinances of the Town, to make arrests incident to the enforcement of MDC and Town 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 Town, its laws, codes, policies, procedures, and Charter.

## ARTICLE XIII

## OVERTIME DETAILS AND SPECIAL ASSIGNMENTS

13.1 The Town Manager may request additional police personnel assigned to patrol within the Town in order to provide additional police security activities for special initiatives, Town 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.

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

13.3 The Town Commander, within the constraints of the collective bargaining Agreements and with the approval of the Town Manager, should have maximum flexibility to modify staff assignments, develop special assignments for staff and coordinate staff participation in special task forces and groups (i.e., Honor Guard, September 11th Disaster Response and Operation Blue Lightning).

13.4 The Town 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 Town Manager shall be required.

13.5 The Town Commander will work collectively with the Town Manager to ensure that overtime funding is properly expended. The Town Commander shall provide quarterly overtime reports, to include EEI expense reports, to the Town Manager. Additionally the Town Commander shall advise the Town 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 Exhibit G, 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 Town's boundaries will be first offered to MDPD personnel assigned to the Town.

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

15.2 Vehicles utilized by units assigned to the Town shall be provided, maintained, and purchased solely by MDPD, unless, at the sole discretion of the Town, the Town purchases vehicles directly using MDPD vehicles specifications, as they may change from time-to-time. If the Town elects to purchase the vehicles, the Town will notify MDC no later than June 1 of each calendar year in order for MDC and the Town to coordinate the transition of the existing vehicles with the Town-provided vehicles for the following fiscal year. If the Town elects to directly purchase these vehicles, the title for these vehicles purchased by the Town will be subsequently transferred to MDC for the sum of one dollar for each and for the duration of the Agreement, MDPD will be responsible for performing the maintenance of these vehicles that were formerly owned by the Town. After expiration or termination of the Agreement, and if there is no renewal of the Agreement, MDC agrees to transfer title to all vehicles originally purchased with Town funds back to the Town for the sum of one dollar for each and provide the Town with copies of all current maintenance records. The sale of these vehicles back to the town will be phased in during the transition period as provided in Article 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 Town 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 Town funds and subsequently titled to MDC will be retired according to MDPD policies. The Town will be responsible for replacing these vehicles as they are retired. MDPD will notify the Town of the number of vehicles anticipated for retirement according to printouts provided by MDC General Services Division. Retired vehicles will be transferred back to the Town for the sum of one dollar for each vehicle.

15.3 At the request of the Town, each uniform may have, as a minimum, a unique and distinctive police uniform patch utilized as the Town of Miami Lakes identifier for MDPD personnel assigned to the Town 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 Town, 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 Town of Miami Lakes identifier for MDPD personnel assigned to the Town. The distinctive pin must be consistent in size, design, and format with MDPD police uniforms, and subject to MDPD review.

15.5 The Town has the option, with the approval of the Director of MDPD or his/her designee, to provide "Polo Shirts" as part of the Uniform Patrol attire. Upon final approval, it is at the discretion of the Town Commander whether to wear the modified uniform.

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

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

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

15.9 Upon assignment to the Town, newly transferred personnel shall be trained and become knowlegable regarding the Town's ordinances and priorities. As Officers are assigned to the Town, they shall be issued a vehicle/motorcycle/equipment within 30 days of assignment.

## 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 Town 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 (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 Town.

MDPD will provide the following reporting services to the Town:

*16.1 Annual Reports.*

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

16.1.2 *Fiscal Report.* MDPD shall submit an annual report detailing the Town's budgetary police expenditures and reconciliation of funds. MDC shall deliver any audit reports on police expenditures relating to the Town's local patrol services to the Town 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 Town that provides an overview of significant accomplishments, goals, and objectives.

16.2 *Burglar Alarm Information.* The MDPD shall forward to the Town, 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 Town.

16.3 *Dispatches Outside of Town Boundaries.* A record of these authorized dispatches outside the Town's boundaries will be kept by the Town Commander and reviewed daily with the Town Manager.

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

16.5 *Forfeiture Reports.* MDPD shall submit a biannual report detailing forfeiture activity involving law enforcement personnel assigned to the Town 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 Town, and report uniform crime statistics to the Florida Department of Law Enforcement on behalf of the Town.

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

16.8 *Notification of Significant Situations or cases of interest to the Town.* The Town Commander, or designee, will notify the Town Manager, or his or her designee, and appropriate MDPD chain-of-command personnel, in the event of a significant criminal occurrence, cases that may be of interest to the Town or

emergency situation within the Town. The Town Commander and Town Manager shall designate what they consider "significant" by a memorandum, signed by each.

16.9 Routine Reports and Specific Records Requests. 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 Town, as well as *ad hoc* reports when requested by the Town Manager. MDPD will also provide copies of specific records requested by the Town Manager that pertain to the actions of Miami Lakes contract personnel while performing duties for the Town. Such records will be provided to the Town at no additional cost and in accordance with applicable laws and with MDPD/County policies and procedures.

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 Town boundaries in order to provide accurate data collection on law enforcement services provided in the Town.

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

17.1 MDPD will continue to utilize the existing MDC contract within the jurisdiction of the Town for towing and storage services related to police enforcement through and including the current contract term, any renewal terms and extensions where such renewal term or extension has been exercised. However, the Town may, at its option, enter into its own towing and storage contract if the following conditions are met: (1), the Town's towing and storage contract will include all of the specifications and requirements outlined by MDPD for towing contractors; (2), the Town will provide written notice to MDPD of its intention to enter into its own towing contract 90 days prior to the expiration the MDC towing and storage contract term, or any subsequent renewal term or extension where such renewal term or extension has been exercised; and (3), the Town will have its own towing and storage contract in effect when the applicable MDC towing and storage contract term, renewal term or extended term expires. The expiration date for current term of the MDC towing and storage contract is September 14, 2011, not including any renewal terms or extensions. In the event that the Town exercises its option to enter into its own towing and storage contract, MDC and the Town shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the MDPD towing and storage contract to the Town's towing and storage contract.

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

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

## ARTICLE XVIII

## FORFEITURES

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

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

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 Town.

18.4 The Town's share of any forfeited property will be based solely upon the ratio that the participation of the law enforcement personnel assigned to the Town bears to the participation of all law enforcement agencies participating in the seizure of the property in accordance with State and Federal law. However, any costs associated with court filing fees, court reporters, interpreters and published legal notices will be subtracted from the value of the Town's share of the forfeited property.

## ARTICLE XIX

## CLAIMS

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

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 Town 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 Town, its employees, officers and agents. MDC shall promptly notify the Town of each claim, cooperate with the Town in the defense and resolution of each claim, and not settle or otherwise dispose of the claim without the Town'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 Town and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Town 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 Town 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, Town 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 Town's jurisdiction, such as FTAA, Presidential Debate or an Elections security detail, the Town is under no obligation to mobilize their personnel. With the approval of the Town Manager, personnel assigned to the

Town may be utilized for out-of-town events, provided that MDPD agrees to reimburse the Town for all costs associated with the use of their personnel. Should an event impact the Town; personnel assigned to the Town shall be utilized in consultation with the Town 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 Town mobilize their personnel to address the situation. Once a mobilization has been ordered by the Director of MDPD or a mobilization is imminent, the Town Commander shall immediately advise the Town Manager of all mobilization plans. During the mobilization, the Town Commander shall continually apprise the Town Manager and Division Chief of all issues, concerns and situations that may impact the Town.

Once the event has passed or no longer affects the Town, a decision to demobilize must be considered. The Town Commander will confer with the Town Manager to determine the feasibility of remaining mobilized. This decision must be based on all factors that impact public safety within the Town, as well as surrounding or adjacent areas. After evaluating all available information, the Town Commander will then confer with his chain of command. The Town Commander, in conjunction with the Town Manager, will then make a decision whether to remain mobilized, demobilize, or institute modified staffing. As this is a joint decision, the Town Commander and the Town Manager must be mindful that a decision to demobilize prematurely may leave the Town vulnerable. Additionally, the Town shall be liable for any adverse incidents that occur in their jurisdiction as a result of the Town electing to demobilize prior to a demobilization order of personnel by the Director of MDPD.

21.4 MDPD shall assist the Town 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, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within 30 days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may terminate the Agreement or may alternatively utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach. A termination under this paragraph shall be effective 180 days from the date of the

written notice of termination.

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 Town may provide certain services according to the fee schedule described in Exhibit I 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 Town on a quarterly basis. The Town 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 Town 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 Town so desires, MDPD will meet with the Town no later than May 1, 2012, 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 November 14, 2007, and shall expire at midnight on November 13, 2012, 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 Town 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 Town.

26.2 If the Town 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 Town, the term of this Agreement shall be extended upon receipt by MDC of a written request by the Town 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 Town and the services provided to the Town 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 Town 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 Town 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 Town to ensure compliance with applicable accounting and financial standards.

28.4 Should the Town, in any audit of MDC's records, find a discrepancy between the actual amount of funds paid by the Town and the actual services received by the Town from MDC, or the costs of the services, or the Town 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 Town Manager, either credit or debit the Town the amount of the discrepancy or refund the amount. If MDC disagrees with the Town's audit, MDC shall notify the Town Manager within 30 days of the receipt of the audit findings requesting an independent audit. The Town Manager and the County Mayor 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 Town 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 Town Mayor, by the execution of this Agreement, represents to the MDC that the Manager has full power and authority to make and execute this Agreement pursuant to the resolution of the Town 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:

Town: Town Manager
Frank Bocanegra
Town of Miami Lakes
15700 NW 67 Ave
Miami Lakes, Florida 33014

and Town Mayor
Michael A. Pizzi
Town of Miami Lakes
15700 NW 67 Ave
Miami Lakes, Florida 33014

and

Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.A.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134

MDC:

County Mayor
Carlos Alvarez
Miami-Dade County
Stephen P. Clark Center
111 NW First Street
Suite 2910
Miami, Florida 33128

and

Director
James K. Loftus
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 inure to the benefit of, and be binding upon, the respective parties' successors.

(Signature Page Follows)

ATTEST:

By: _____
Town Clerk

TOWN OF MIAMI LAKES,
a municipal corporation

_____
Michael Pizzi
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF THE TOWN OF MIAMI LAKES ONLY:

By: _____
Weiss Serota Helfman Pastoriza Cole & Boniske, P.A.
Town 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 Enforcement | 1 | 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**
The Town of Miami Lakes
Police Patrol Staffing Level

| Job Classification | Quantity |
|---|---|
| Police Major | 01 |
| Police Captain | 01 |
| Police Lieutenant | 01 |
| Police Sergeant | 04 |
| Detective Unit Sergeant | 01 |
| Police Officer | 26 |
| COPS/CSU Officer | 06 |
| Police (Motors) | 04 |
| Police Detective | 03 |
| Police Records Specialist | 00 |
| Police Crime Analyst | 01 |
| Secretary | 01 |
| Office Support Specialist | 00 |
| Data Entry Specialist | 00 |
| Police Station Specialist | 00 |
| Public Service Aide | 01 |
| **Total** | **50** |

**EXHIBIT C**
The Town of Miami Lakes
Mutually Agreed Upon Minimum Number
of Requisite Police Patrol Staffing

| Job Classification | Quantity |
|---|---|
| Police Major | 01 |
| Police Captain | 00 |
| Police Lieutenant | 00 |
| Police Sergeant | 04 |
| Detective Unit Sergeant | 01 |
| Police Officer | 27 |
| Police Detective | 03 |
| Police Records Specialist | 00 |
| Police Crime Analyst | 00 |
| Secretary | 00 |
| Office Support Specialist | 00 |
| Data Entry Specialist | 00 |
| Police Station Specialist | 00 |
| Public Service Aide | 00 |
| **Total** | **36** |

## EXHIBIT D
## THE TOWN OF MIAMI LAKES
## 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
## THE TOWN OF MIAMI LAKES
## 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
## THE TOWN OF MIAMI LAKES
## LIST OF ANCILLARY 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.

## EXHIBIT E
## THE TOWN OF MIAMI LAKES
## LIST OF ANCILLARY SERVICES

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).
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.

## EXHIBIT E
## THE TOWN OF MIAMI LAKES
## LIST OF ANCILLARY SERVICES

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.

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
# THE TOWN OF MIAMI LAKES
# GENERAL INVESTIGATIONS UNIT

**Section A**

**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:

**Section B**

**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.

# EXHIBIT F
# THE TOWN OF MIAMI LAKES
# GENERAL INVESTIGATIONS UNIT

## 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.

## 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.

# EXHIBIT F
# THE TOWN OF MIAMI LAKES
# GENERAL INVESTIGATIONS UNIT

## 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 TOWN OF MIAMI LAKES

## Administrative Order

MIAMI-DADE

**Administrative Order No.:** 7-15
**Title:** Rates For Special Off-Duty Services
**Ordered:** 09/20/06 **Effective:** 10/01/06

**AUTHORITY:**
Section 4.02 of the Miami-Dade County Home Rule Amendment and Charter and Section 2-56 of the Code of Miami-Dade County.

**SUPERSEDES:**
This Administrative Order supersedes previous Administrative Order 7-15, ordered June 22, 2004, and effective July 2, 2004.

**POLICY:**
Section 2-56 of the Code of Miami-Dade County allows for the assignment of off-duty County personnel to provide special law enforcement services to persons engaged in activities or functions of which such services would reasonably be seen as necessary. It is the policy of Miami-Dade County that the rates to be charged for such services shall be adequate to compensate off-duty County employees for their services, and also to enable the County to recover the fringe benefits and administrative costs associates with these assignments.

**PROCEDURES:**
The following hourly rates will be paid to employees.

| Classification | Hourly Rates |
|---|---|
| Court Services Officer 1 | $28.00 |
| Correctional Officer 1 | $28.00 |
| Court Services Officer 2 | $30.00 |
| Correctional Corporal | $30.00 |
| Police Officer | $32.00 |
| Reserve Officer | $32.00 |
| Correctional Sergeant | $32.00 |
| Police Sergeant | $34.00 |
| Police Lieutenant | $37.00 |
| Police Captain | $39.00 |

These rates shall be adjusted once every two fiscal years to keep pace with the national consumer price index rate of inflation. Adjustments shall be rounded to the nearest dollar amount.

Should the off-duty employee and the permittee so agree, a lesser rate may be paid provided that such rate is not less than one dollar and fifty cents ($1.50) per hour less than the rates for all classifications except Police Lieutenant and Police Captain. A lesser charge may be paid for the classifications of Police Lieutenant and Police Captain provided that such rate is not less than two dollars and fifty cents ($2.50) per hour than the established off-duty rate. As County vendors, Reserve Officers may also work any

off-regular duty details when there are insufficient full-time officers to appropriately staff the event. The reserve officers will be in the accompaniment of a full-time officer as a two-man unit while performing off-regular duty details. Police Officers and Reserve Officers are eligible to receive a $3 per hour pay supplement for working at Pro Player football games when the attendance is 40,000 people or more.

The vendor contracting for off-duty services pays the employee rate plus the prevailing rates for social security (FICA and MICA), special risk retirement and an administrative surcharge to cover the cost of providing the service.

**TOTAL CHARGE TO PERMITTEE:**
A surcharge of five percent (5%) will be charged to the permittee to cover the County's direct costs of processing and recording the off-duty services. The sum of the three charges (employee rate of pay, social security and retirement benefits, and surcharge) is to be rounded to the nearest twenty-five cents ($0.25) and charged for each hour or fraction thereof of service provided.

**MINIMUM CHARGE:**
The minimum charges for off-duty services shall be the amount applicable for three (3) hours of service.

**TIME OF SERVICE:**
Hourly charges for off-duty services will be calculated from the starting time and location agreed upon by the permittee and the department issuing the permit, through the time of completion of the required services, exclusive of travel time from the location associated with the completion of services to subsequent personal or other official destination of the employee(s).

**UTILIZATION OF VEHICLES:**
The charge for the use of County vehicles in connection with off-duty assignments shall be four (4) dollars per hour or $.053 per mile, whichever is greater. If special equipment such as boats or aircraft is involved, the department shall set charges based on known operating costs or upon prevailing private sector rates for such equipment.

**COLLECTION OF FEES AND PAYMENT TO EMPLOYEES:**
The department providing services shall be responsible for providing permittees with information as to the current charges and for the collection of all monies due from the permittee in accordance with departmental procedures. Accounts thirty (30) days in arrears may be subject to finance charges up to the maximum legal rate. In no instance shall the employee(s) performing the service be permitted to receive or required to assist in the collection of any monies due the department from the permittee. Personnel performing off-duty services shall be fully compensated in the paycheck for the pay period during which the off-duty services were provided, or in the immediately following paycheck. Permittees may be required to leave a deposit of up to 100% of the projected cost of the service.

This Administrative Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

County Manager

**EXHIBIT H**
**THE TOWN OF MIAMI LAKES CITY IDENTIFIERS**
**ON MDPD MARKED POLICE VEHICLES**

EXHIBIT I
THE TOWN OF MIAMI LAKES

# Administrative Order

MIAMI-DADE

**Administrative Order No.:** 4-33

**Title:** Fee Schedule for Miami-Dade Police Department

**Ordered:** 9/20/2000 **Effective:** 10/1/2000

## AUTHORITY:

Chapter 48.195 (3) and 119.07, Florida Statutes; Section 4.02 of the Miami-Dade County Home Rule Amendment and Charter; Sections 2-92 and 2-92.1 of the Code of Miami-Dade County; and Administrative Order 4-48.

## SUPERSEDES:

This Administrative Order supersedes previous Administrative Order 4-33, effective March 7, 1989.

## POLICY:

The following schedule of fees and charges reflects the current rates charged by the Miami-Dade Police Department (MDPD) for the specific services described. State law, the County Code, and other administrative orders may provide for fees or charges not covered under this administrative order.

## PROCEDURE:

The Director of MDPD is authorized to establish procedures and forms necessary to provide these services and to collect and account for the revenues received.

This Administrative Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

M. R. Stierheim
County Manager

EXHIBIT I

## MIAMI-DADE POLICE DEPARTMENT

## FEE SCHEDULE

| Description of Fees | Proposed Fee | Proposed |
|---|---|---|
| Hotel and Motel Employee's Identification Card | $ 8.00 | $ 8.00 |
| *Photographs | 5.00 | N/A |
| Police Clearance Letter (letter provided indicating results of search for Miami-Dade County information only) | 5.00 | N/A |
| *Fingerprints | 5.00 | N/A |
| *Xerox copies of police reports and public documents not specifically named herein: | | |
| One sided copies (per page) | .15 | N/A |
| Double sided copies (per page) | .20 | N/A |
| Certified copies (per page) | 1.00 | N/A |
| Extensive Research Charge (in excess of 20 minutes to research) | Employee salary plus fringe benefits, plus copy and certification charges if applicable | N/A |
| Used Motor Vehicle Parts Dealer | 200.00 | 150.00 |
| Contract Tow Truck Driver | 8.00 | 8.00 |
| Tip Sheet Permits | 25.00 | 25.00 |
| Solid Waste Department Clearance | 10.00 | N/A |
| MDPD Department Manual | 150.00 | N/A |
| MDPD Florida Law Enforcement | 10.00 | N/A |

# EXHIBIT I

| | | |
|---|---|---|
| Handbook | | |
| Duplication of Investigative Video Cassette | 10.00* | N/A |
| Duplication of Investigative Audio Cassette | 3.00* | N/A |
| Duplication of Communications Audio Cassette | $1.00 for tape plus employee salary plus fringe benefits if research is in excess of 20 minutes** | N/A |
| Training and Information Video Cassette: | | |
| 1-10 minutes in length | 9.95*** | N/A |
| 10-20 minutes in length | 19.95*** | N/A |
| 20-30 minutes in length, or more | 25.95*** | N/A |
| Behind the Silver Badge Video | 19.95*** | N/A |
| Firearms Range Maintenance Recovery Fee (4-hour minimum) | 300.00 | N/A |
| Firearms Range Maintenance Recovery Fee (8-hours use) | 500.00 | N/A |
| | OUT-OF-STATE CUSTUMERS ONLY | |
| Recording Facts on Affidavit of Service | 15.00 | N/A |
| Notarizing Officer's Affidavit of Service | 5.00 | N/A |
| Obtaining Clerk's Certificate for Notary | | |
| Sheriff's copy | 2.00 | N/A |
| Clerk's copy | 2.00 | N/A |
| Description of Person Form | 10.00 | N/A |
| Any return of process documents, served or unserved, when postage rate is: | | |
| $.25 to $1.00 | 1.00 | N/A |

EXHIBIT I

| | | |
|---|---|---|
| $1.01 to $2.00 | 2.00 | N/A |
| $2.01 to $3.00 | 3.00 | N/A |
| Providing immediate mail notification before or after service | 5.00 | N/A |
| Request for personal service when Florida law allows substitute service or posting | 44.00 | N/A |

* Not applicable to any government, law enforcement, or military agency.
** Not applicable to law enforcement agencies or the State Attorney's Office
*** Tapes purchased by non-government entities or the public will pay a State sales tax of (6.5%)

RESOLUTION NO. 10- 797

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES FOR LOCAL POLICE PATROL SERVICES; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Article IX, Section 9.2 of the Town Charter, the Town of Miami Lakes (the "Town") has agreed to utilize Miami-Dade County law enforcement personnel of the Miami-Dade Police Department to provide local police patrol services; and

**WHEREAS**, the Town desires to provide daily police services through a contractual relationship with Miami-Dade County; and

**WHEREAS**, the Town Council finds that approval of the agreement between Miami-Dade County and the Town for local police patrol services is in the best interest of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals**. The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Approval of Agreement**. The Agreement for local patrol police services between Miami-Dade County and the Town of Miami Lakes (the "Agreement"), a copy of which is attached as Exhibit "A," together with such non-material changes as may be

acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

**Section 3. Authorization of Town Officials.** The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

**Section 4. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

**Section 5. Execution of Agreement.** The Town Mayor is authorized to execute the Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Town Attorney.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9 day of March 2010.

Motion to adopt by Pizzi, second by Simon.

FINAL VOTE AT ADOPTION

| | |
|---|---|
| Mayor Michael Pizzi | yes |
| Vice Mayor Nick Perdomo | yes |
| Councilmember Mary Collins | yes |
| Councilmember George Lopez | yes |
| Councilmember Robert Meador II | yes |

Councilmember Richard Pulido yes
Councilmember Nancy Simon yes

MICHAEL PIZZI
MAYOR

ATTEST:

MARJORIE TEJEDA
TOWN CLERK

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:

Weiss, Serota, Helfman, Pastoriza, Cole & Boniske, P.L.
TOWN ATTORNEY