Memorandum

MIAMI-DADE COUNTY

DATE: May 4, 2010

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

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

FROM: George M. Burgess
County Manager

SUBJECT: Local Police Patrol Services Agreement with the Town of Cutler Bay

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution retroactively authorizing the local police patrol services agreement with the Town of Cutler Bay (the Town) to provide the Town with local police patrol services for a five year period commencing August 20, 2009. The agreement is retroactive as negotiations for the new agreement began February 2009, continued through the Town of Cutler Bay budget process and concluded with the approval of the agreement by the Town of Cutler Bay (Resolution No.10-18) on March 17, 2010.

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 June 21, 2005, the Board adopted Ordinance 05-121 creating the Town subject to the approval of a municipal charter by qualified electors. As a condition of that approval, Article IX, Section 9.4 of the Town of Cutler Bay 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 November 9, 2005, and on July 18, 2006, the Board adopted Resolution R-920-06 approving an agreement for MDPD to provide local patrol services to the Town. The 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 $6,977,000, includes the cost of personnel, vehicles, contract support fee, and optional services. Actual costs will be charged through a quarterly reconciliation process.

- 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 services 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 III)

- The agreement calls for a staffing level of 53 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)

- An average emergency response time for Patrol personnel assigned to the Town will be established on a yearly basis. 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 Town boundaries. (Article. 3.7)

- MDPD agrees to provide the Town 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. (Article V)

- The Town shall make payments to MDC in equal monthly payments based on the local patrol staffing budget. MDPD will issue a quarterly credit or debit memorandum. (Article 7)

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

- 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 7.8 & 7.9)

- 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

- 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 may be transferred to MDC for the sum of one dollar for each or title may be retained by the Town. After expiration or termination of the agreement, if the agreement is not renewed, titles transferred for the sum of one dollar would be transferred back to the Town for the sum of one dollar. (Article 15.2 – 15.5)

- Uniformed staff will wear their Miami-Dade Police uniforms with the addition of a distinctive patch identifying them as members of the Town of Cutler Bay police force. (Article 15.6)

- 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 requirements outlined by MDPD for towing contractors. (Article 17.1)

- 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. Court filing fees, court reporters, interpreters and published legal notices will be subtracted from the value of the Towns' 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 Cutler Bay resolution was unanimously approved by the Cutler Bay 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)(C)

Please note any items checked.

_____ "3-Day Rule" for committees applicable if raised

_____ 6 weeks required between first reading and public hearing

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

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

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

_____ No committee review

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

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

Approved _____ Mayor
Veto _____
Override _____

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

RESOLUTION NO. _____

RESOLUTION APPROVING AN AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY 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 November 8, 2005 a charter for the Town of Cutler Bay was approved by the citizens of the Town; and

WHEREAS, the Miami-Dade County Code Section 20-26 (c) and Article IX, Section 9.4 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 August 20, 2009; and

WHEREAS, the Town Manager has agreed to the terms of this Agreement and the Town Council approved this Agreement on March 17, 2010 (Town of Cutler Bay Resolution No. 10-18), 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 Cutler Bay 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 August 20, 2009.

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

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 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. CHC

Craig H. Coller

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

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

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

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

WHEREAS, MDC has agreed to render to the Town a continuing high level of 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' desire to have a relationship based on principles of professionalism and cooperation in order to effectively serve the Town and its citizens, and

WHEREAS, MDC and the Town's relationship shall be governed by the following principles:

1. MDC law enforcement employees shall be responsive to the citizens of the Town.
2. MDC law enforcement 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, appropriate law enforcement services supported by technology that furthers the goals and expectations of the Town and MDC. New technology shall be implemented in a manner that follows the County's existing scheduled implementation plans, unless otherwise mutually agreed upon by the parties.

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4. MDC shall provide a high service level of police services within the Town's 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 corporate limits 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 shall mean a percentage of unfilled budgeted positions.

Assistant Director shall mean the Assistant Director of MDPD who is responsible for 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.

District Major shall mean an MDPD District Major 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 District Major 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.

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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 means 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.

Police 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.

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.

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 in the same manner as would the Chief of a municipal police force.

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

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ARTICLE III

LOCAL POLICE PATROL SERVICES

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

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

3.1 A General Investigations Unit shall be established 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 will conduct watch orders upon formal request of a Town resident, property owner or business owner in the Town. A watch order will constitute a minimum of one visual and physical check by a uniformed patrol unit of a residence, business, or other location to include the perimeter area within a 24-hour period.

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

3.4 At the request of the Town Manager, the Town Commander or designee shall be available to attend each regular and special Town council meeting.

3.5 Patrol personnel assigned to the Town shall make best efforts to maintain:

3.5.1 An average emergency response time goal will be established on a yearly basis while maintaining safe operations for the term of this Agreement. The average emergency response time goal will be established on an annual basis.

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 G, shall not exceed one hour.

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 and shall advise the Town Manager per protocols established by the Town Manager.

3.7 Patrol personnel shall remain within the Town's boundaries during their assigned shift unless dispatched outside the Town boundaries by the Town Commander or his or her designee. A record of these authorized dispatches outside the Town's boundaries will be kept by the Town Commander and may be reviewed at any time by Town officials.

3.8 MDC will provide dispatch response, manage the 911 system, and provide communications support to police personnel assigned to the Town consistent with what is provided to the County.

3.9 Nothing in this contractual agreement is intended to usurp the authority of the 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, or direct police personnel to deliberately contradict the established MDPD policies and procedures. In addition, nothing herein is intended to usurp the authority of the Town, its policies, procedures and Charter.

3.10 MDPD shall continue to maintain a grid system that corresponds to the boundaries of the Town. 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. The Town Commander, with the recommendation of the Town Manager, will have the ability to redefine the grids as necessary. The Town Commander shall present an annual crime report to the Town Council. The Town Commander or designee

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shall deliver other reports to the Town Council upon the request of the Town Manager.

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, downed trees or debris 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, MDPD shall assist Town code enforcement with enforcement of Town civil ordinances as defined below and false alarm ordinances adopted by the Town. The Town shall provide the MDPD Police Legal Bureau with any draft ordinances that include an enforcement component subject to MDPD enforcement and MDPD shall advise the Town if MDPD can enforce the ordinance prior to the Town's adoption of the draft regulations. MDPD shall not be obligated to enforce ordinances that it advises are unconstitutional. The Town understands that it must contract with the State Attorney's Office (SAO) for the prosecution of Town or MDC criminal ordinance violation cases. In all instances where there is both a Town ordinance and a state statute for the same charge, the state statute will be charged. 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 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 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.

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.

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

4.3 In the event that the Town 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. 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. 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 will be provided to the Town. These services are identified and are included as a contract support fee and may be recalculated on a yearly basis. The list of services under Exhibit E is subject to change and will be re-evaluated on a yearly basis.

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

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.

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 "G", Section A.

6.3 In all instances where special supplies, stationery, notices, forms, business cards, the Town seal and the like must be issued in the name of the Town , and 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 services:

7.1 The Town shall make payments to MDC in equal monthly payments based on the local patrol staffing budget adopted in the Town's annual budget ordinance. The Town shall consult with MDPD prior to annual adoption of its budget to arrive at a mutually acceptable charge for the services to be delivered by MDPD. The payments by the Town shall be made to MDC no later than the 30th day of the following month without demand.

7.2 The Town's payment for local police services shall be based on the staffing level in Exhibit B.

7.3 Within 30 days from the end of each fiscal quarter, MDC shall issue a credit or debit memorandum to the Town based upon a reconciliation of the payments made by the Town and actual personnel and vehicle costs of personnel assigned to the Town. The actual costs shall include direct salaries, plus all associated fringe benefit costs, contract support fees

and vehicle costs. Each quarter's debit or credit memorandum shall be applied by the Town to the following month's payment.

7.4 Payment by the Town for optional services will be based upon services rendered to the Town. MDC will invoice the Town on a quarterly basis for optional services. Payments for optional services are due no later than the 15th day from receipt of an invoice by the Town.

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

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

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

ARTICLE VIII

DISTRICT OFFICE

8.1 For the duration of this Agreement, unless the Town exercises its right in section 8.3 MDPD personnel assigned to the Town shall continue to use the Town Hall located at 10720 Caribbean Boulevard, Cutler Bay, Florida 33189.

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. MDPD shall provide the Town with a non-emergency phone line dedicated to the Town. MDC will work cooperatively with the Town to determine the best method and cost of implementing this provision.

8.3 The Town reserves the right, at its sole expense, to establish a police station and/or, satellite offices with appropriate equipment, subject to the approval of MDPD, and approval shall not be unreasonably withheld. The Town will comply with any law enforcement accreditation standards

so that MDPD will be able to maintain its accredited status. Upon approval, MDPD shall relocate the Town of Cutler Bay personnel to this location. The Town shall be responsible for items such as space rental, furniture, fixtures, regular telephones, capital equipment and utilities. In the event the Town exercises this option, the contract support fees for Facilities Maintenance Section shall be reduced accordingly. In the event the Town exercises its right to establish its own police station or satellites office(s), MDPD shall be responsible for installing and maintaining the following specialized police equipment: base station radio, bullet proof glass, external antennaes and FCIC/NCIC software.

ARTICLE IX

COMMAND STAFF

MDPD recognizes the importance of the Town Commander in the provision of law enforcement services to the Town, and will make every effort to designate 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 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. In the event of a vacancy in the Town Commander position, the above selection process will be followed.

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 District Major or 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 District Major or 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.

10.4 Pursuant to Article VII of this Agreement, the Town shall pay the actual cost associated with the local patrol services to include all direct salaries, all associated fringe benefit costs, contract support fee, and vehicle costs. Based upon payment of these costs from the Town, MDC shall be solely responsible for all employee insurance benefits, civil service benefits, compensation and/or any status of rights 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 hereunder for the benefit of said Town and the residents thereof or any other liabilities whatsoever.

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. The Town shall not be required to fund the position of Captain unless the Town opts to include a Captain in the staffing level. 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 Commander, in consultation with the Town Manager, shall have the option to replace staff due to extended leave issues, light duty, disability and Family Medical Leave Act for those incidents projected to exceed 90 days.

11.4 The 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 with departmental policies. The Department shall use its best efforts to fill the vacancy immediately. However, such a vacancy in the Town shall not exceed 120 days. In the event the number of vacancies exceeds the agreed upon attrition rate of one position, then all vacancies above the attrition rate shall be filled immediately.

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. 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 criminal ordinances of the Town, to make arrests incident to the enforcement of MDC and Town criminal 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 its 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 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 Patrol Vehicle Exterior Appearance: 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 Cutler Bay" 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 Town's Option to Purchase Marked Vehicles and Transfer Title to MDC: Marked 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 vehicle specifications, as they may change from time-to-time. If the Town elects to purchase marked 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 marked vehicles for the following fiscal year. If the Town elects to directly purchase these marked vehicles, the title for these vehicles purchased by the Town may be subsequently transferred to MDC for the sum of one dollar for each. For the duration of the Agreement, the Town will be responsible for performing the maintenance of these vehicles (that were originally purchased by the Town and subsequently titled to MDC) while they are covered under the manufacturer's warranty. MDC will perform routine maintenance and repairs on these vehicles after the manufacturers warranty expires. All costs associated with the maintenance of and any damages to these marked vehicles while in use for the Town will be the responsibility of the Town. The Town will be responsible for replacing these marked vehicles as they are retired, or shall utilize MDPD-provided marked fleet vehicles, incurring all associated costs (e.g., policy charges, maintenance, repairs, etc.). Marked vehicles that were originally purchased with Town funds and subsequently titled to MDC needing retirement will be identified by MDC according to MDC policies. MDPD will notify the Town of the number of vehicles anticipated for retirement and options available to the Town to replace vehicles with MDC vehicles according to printouts provided by MDC General Services Division. Retired marked vehicles that were originally purchased by the Town will be transferred back to the Town for the sum of one dollar for each vehicle.

15.3 "Totaled" or Irreparable Marked Vehicles Purchased by the Town and Titled to MDC: In the event that a marked vehicle that was originally purchased with Town funds and subsequently titled to MDC is damaged beyond repair or "totaled" according to MDPD criteria, title will be transferred back to the Town. The "totaled" marked vehicle will be

replaced with a vehicle that is, at minimum, similar in terms of make, model, age, mileage, and condition. MDPD will replace the vehicle from the existing MDPD fleet or the Town will provide a replacement vehicle. If MDPD replaces the vehicle from its existing fleet, all maintenance and charges associated with that vehicle will be incurred by the Town.

15.4 Transition of Marked Vehicles Originally Purchased by the Town after Expiration or Termination of Agreement: After expiration or termination of the Agreement, and if there is no renewal of the Agreement, MDC agrees to transfer title to all marked 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. Furthermore, these vehicles that were originally purchased with Town funds and subsequently titled to MDC will be retired according to MDPD policies.

15.5 Town's Option to Purchase Vehicles and Maintain Title: The Town may purchase vehicles for use by the Policing Unit and retain title. Such vehicles must meet any minimum performance or safety standards and specifications required by MDC. The Town is responsible for all routine maintenance and repairs of these vehicles and the associated costs. In the event that a town-owned vehicle is damaged beyond repair or "totaled" or needs to be retired according to MDPD criteria, the Town will replace the vehicle with a vehicle that is similar in terms of make and model. If a Town-owned vehicle has been "totaled", or has been identified by MDPD as needing retirement, the condition of the replacement vehicle must be acceptable for MDPD's use according to MDPD policies. MDPD will notify the Town of the number of vehicles anticipated for retirement. In the event the Town is not able to provide a replacement vehicle and MDPD needs to replace a vehicle from its existing fleet in order to meet its contractual commitments, all maintenance costs and charges associated with that vehicle will be incurred by the Town. If the Town elects to purchase 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. MDPD will continue to operate and maintain possession of any of these vehicles during the transition period referred to in ARTICLE XXVI when necessary to supply officers with vehicles in order to maintain services pursuant to this Agreement.

15.6 Town Patch: Each uniform may have, as a minimum, a unique and distinctive police uniform patch utilized as the Town of Cutler Bay 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.

15.7 Uniform Pins: 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 Cutler Bay 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.

15.8 Design and Acquisition Costs: The costs for the design and acquisition of the items mentioned in this article shall be incurred by the Town.

15.9 Uniform and Uniform Accessories Standards: 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.

15.10 Consistency of Town-Purchased Property and Equipment with MDPD policies and procedures / Maintenance and Repair Costs: All property and equipment purchased by the Town through the Town's general fund or forfeiture monies for use 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 its own equipment, the cost associated with maintenance and repairs will be incurred solely by the Town. Any agreements for sale of the property to MDPD will be approved pursuant to the Town's policies and procedures.

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.

Upon request, MDPD will provide the following reporting services to the Town:

16.1 ***Annual Reports.***

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

b. ***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.

c. ***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.*** 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 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.** 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.

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 180 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 tortuous 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 tortuous performance of services provided pursuant to this contract 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 defend, resolve, settle or otherwise dispose of the claim, demand, suit, or cause of action without MDC's participation; provided, however that where the County defends the Town pursuant to this paragraph, the County, in its sole discretion, may utilize the County Attorney's Office to defend, resolve, settle or dispose of such matter. Notwithstanding any provision herein to the contrary, MDC shall not be required to defend, indemnify or hold harmless for liability, losses or damages resulting from services performed by the Town or its officers, employees, or agents.

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 District Major 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 XXVI 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 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 The parties shall meet no later than February 20, 2013, to negotiate the terms and conditions of any extension (the "Renewal Term") to the Initial Term listed in Article XXVI in order for both parties to anticipate budgetary considerations for fiscal year range. The Renewal Term may be for a period of up to five years.

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 XXVI.

ARTICLE XXV

TERM

This agreement shall be retroactive from August 20 2009, and shall expire at midnight on August 20, 2014, unless terminated earlier as specified in Article XXII.

ARTICLE XXVI

TRANSITION

26.1 In the event of the termination for default 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 Upon the expiration of this agreement relating to local police and related support services, as required by Article IX, Section 9.4 of the Town Charter, the transition period shall be no less than 12 months, except for vehicles purchased by the Town and subsequently titled to the MDPD, which transition period shall be within the first 12 months of such expiration of agreement.

26.3 Upon completion of the transition period and in the further event that 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, the term of this agreement shall be extended upon the written request of the Town Manager in 90 day increments or until the Town is capable of rendering the police service.

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

ARTICLE 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 the records shall be retained by MDC for a minimum of three years from the date of termination or expiration of this agreement. MDC shall maintain accounting records on expenditures under this agreement in accordance with generally accepted accounting standards, generally accepted government accounting standards, and other applicable standards.

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 insure 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 15 days of the receipt of the audit findings requesting an independent audit. The Town Manager and the County Manager shall mutually agree to the selection of an independent auditor to review the audit and resolve the discrepancies. The auditor's fee will be paid by both parties equally.

ARTICLE XXIX

AUTHORITY TO EXECUTE; NO CONFLICT CREATED

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

29.2 The Town Manager, 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 Mayor Paul Vrooman Town of Cutler Bay 10720 Caribbean Blvd Cutler Bay, Florida 33189
and	Town Manager Steven Alexander Town of Cutler Bay 10720 Caribbean Blvd Cutler Bay, Florida 33189
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

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

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

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

ARTICLE XXXIV

BINDING EFFECT

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

(Signature Page Follows)

ATTEST:

TOWN OF CUTLER BAY, INCORPORATED 2005 FLORIDA

TOWN OF CUTLER BAY,
a municipal corporation

By: _____
Clerk Erika Gonzalez-Santamaria
Town Clerk

_____
Steven Alexander
Town Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

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				1	
Enforcement	1	1	1		
Handcuffs	1	1	1		
Handcuff Case	1	1	1		
Helmet, General Duty with Straps	1	1	1		
Helmet, Motorcycle		1			
Holder, Baton	1	1	1		
Holster, Revolver/ Semi-automatic	1	1	1		
Insignia, Assignment Designator					
Selected Elements	16	16	16		
Departmental	16	16	16	10	10
Insignia, Hat	1	1	1		
Jacket, Brown	1	1	1	1	

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

Uniforms and Equipment

QUANTITY AUTHORIZED

	Officer	Motorcycle	Mounted	Public Service Aide	Police Records Specialist
Jacket, Waist Length Cold Weather (Motorcycle and Canine Only)		1			
Keepers, D-ring		2	2		
Keepers, Belt	4	4	4		
Manual, Departmental	1	1	1	1	1
Map, Street	1	1	1	1	
Name Plate	1	1	1	1	
Poncho			1		
Raincoat	1	1	1	1	
Revolver	1	1	1		
Scarf (Honor Guard and Mounted Patrol only; one white, one black)			2		
Scarf, Gold color, sergeants			1		
Scarf, Brown color, officers			1		
Shirt, Long Sleeve, Taupe	2	2	2		
Shirt, Long Sleeve, White				2	
Shirt, Short Sleeve, Taupe (police reserve officer, 2)	5	5	5		
Shirt, Short Sleeve, White				5	5
Shoes, Deck (Marine Patrol only)	1				
Shoes, (Male or Female) Class A	2	2	2	2	1
Shoes, Class B	1	1	1	1	
Skirt (issued to Lieutenant and above)					
Speed Loader Pouch	1	1	1		
Strap, Shoulder	1	1	1		
Trousers, Male or Female, Brown, with stripe (police reserve officer, 2)	5	5	5	5	
Brown, no stripe					5
Whistle	1	1	1		
Whistle Strap	1	1	1		

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

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

EXHIBIT B
THE TOWN OF CUTLER BAY
Contracted Police Patrol Staffing
(With Enhanced Staffing)

Job Classification	Quantity
Police Major	01
Police Captain	01
Police Lieutenant	02
Police Sergeant	06
Detective Unit Sergeant	00
Police Officer	34
Police Detective	03
Police Records Specialist	02
Police Crime Analyst	01
Secretary	01
Office Support Specialist	00
Data Entry Specialist	00
Police Station Specialist	01
Public Service Aide	01
Total	**53**

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EXHIBIT C
THE TOWN OF CUTLER BAY
Mutually Agreed Upon Minimum Number
Of Requisite Police Patrol Staffing

Job Classification	Quantity
Police Major	01
Police Captain	01
Police Lieutenant	01
Police Sergeant	05
Detective Unit Sergeant	00
Police Officer	26
Police Detective	03
Police Records Specialist	02
Police Crime Analyst	01
Secretary	01
Office Support Specialist	00
Data Entry Specialist	00
Police Station Specialist	00
Public Service Aide	00
Total	**40**

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EXHIBIT D
TOWN OF CUTLER BAY
OPTIONAL SERVICES

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

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

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

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

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

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

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

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EXHIBIT D
TOWN OF CUTLER BAY
OPTIONAL SERVICES

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

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

EXHIBIT E
TOWN OF CUTLER BAY
LIST OF ANCILLARY MDPD SERVICES

1. The Office of the Director has the responsibility and authority for the management direction and control of the operations and administration of the Department and to provide efficient and effective police service to the citizens of Miami-Dade County. The Director has responsibility and authority to formulate plans and policies, and managerial coordination of all departmental operations, including fiscal management.
2. Police Legal Bureau reviews litigation in which the Department and its employees are involved. Provides counsel, assists in preparation of a response, and prosecutes forfeiture actions involving departmental seizures when appropriate. Maintains liaison with legal representatives of other governmental agencies.
3. Media Relations Bureau is the official departmental liaison with media representatives and assists news personnel in covering routine news stories, and at the scenes of incidents; prepares and distributes departmental news releases; coordinates and authorizes release of information about victims, witnesses, and suspects; coordinates and authorizes release of information concerning confidential investigations and operations; and publicizes departmental objectives, problems, and successes.
4. Strategic Planning and Policing Bureau supports police districts through managing procurement efforts, performs administrative functions delegated by the Police Services Assistant Director, manages the juvenile curfew ordinance, and the personnel resource allocation software program. Prepares and publishes the Departmental Manual containing policies, rules, orders, and procedures. Revises the Departmental Manual on a continuing basis to reflect changes in departmental operations. Conducts research, analysis, and planning to prepare a departmental multi-year plan. Distributes analytical reports to affected organizational elements. Responsible for departmental compliance with accreditation standards. The Bureau has access to necessary information resources department wide, keeps the Director apprised of pertinent information, and makes programmatic recommendations when necessary.
5. Support Services Assistant Director is delegated responsibility and authority to assign and utilize personnel and material in an efficient and cost effective manner to provide: civil and criminal process issued by the courts; court security; departmental automated systems; criminal records; communications (police radio and emergency 911 telephone); building management and maintenance; and administrative and technical services concerning records, communications, information systems, resource and personnel management functions.
6. Chief of the Centralized Services Division is responsible for the Fleet Management Bureau, Intergovernmental Bureau and Personnel Management Bureau.

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EXHIBIT E
TOWN OF CUTLER BAY
LIST OF ANCILLARY MDPD 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.

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EXHIBIT E
TOWN OF CUTLER BAY
LIST OF ANCILLARY MDPD 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.

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EXHIBIT F
TOWN OF CUTLER BAY
GENERAL INVESTIGATIONS UNIT

GENERAL INVESTIGATION UNIT REPONSIBILITIES:

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

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

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

GIU DETECTIVE CALL-OUT CRITERIA

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

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EXHIBIT F
TOWN OF CUTLER BAY
GENERAL INVESTIGATIONS UNIT

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

GIU DETECTIVE CALL-OUT CRITERIA (CONTINUED)

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

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

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

GIU SERGEANT CALL-OUT CRITERIA

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

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EXHIBIT F
TOWN OF CUTLER BAY
GENERAL INVESTIGATIONS UNIT

AUTO THEFT DETECTIVE CALL-OUT CRITERIA

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

AUTO THEFT DETECTIVE CALL-OUT CRITERIA (CONTINUED)

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

AUTO THEFT SERGEANT CALL-OUT CRITERIA

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

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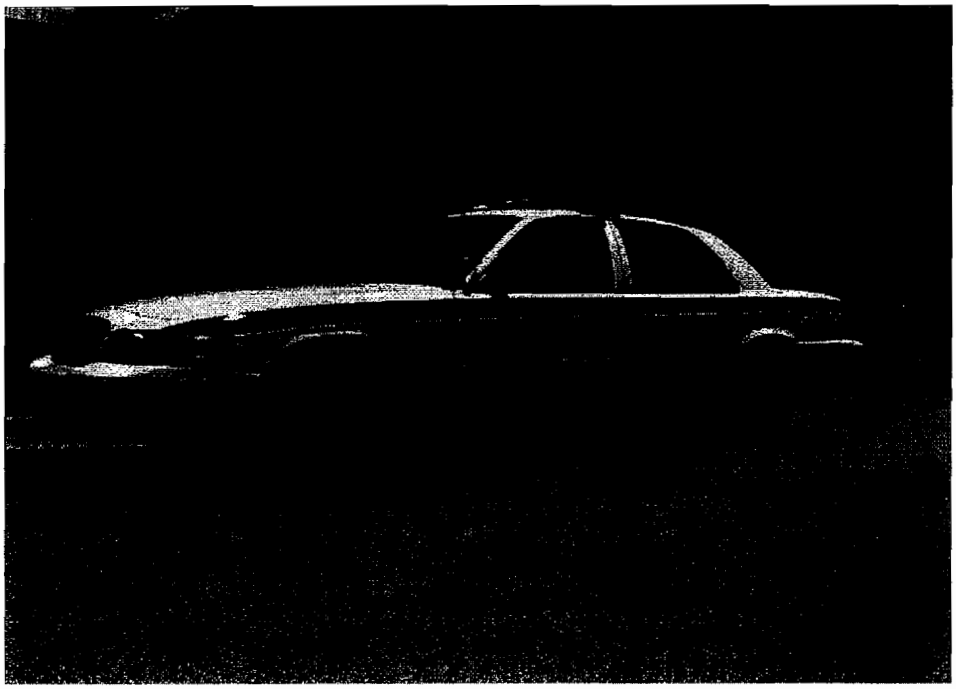
EXHIBIT G
THE TOWN OF CUTLER BAY TOWN IDENTIFIERS ON MDPD MARKED POLICE VEHICLES



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RESOLUTION NO. 10-18

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND TOWN OF CUTLER BAY FOR LOCAL POLICE SERVICES; AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") currently uses the Miami-Dade County Police Department (the "Police Department") to provide police services to the Town; and

WHEREAS, the Town finds that the Police Department provides a high level of professional police service to the Town; and

WHEREAS, as such, the Town desires to continue to contract for such services upon the terms and conditions set forth in the Interlocal Agreement between Miami-Dade County and Town of Cutler Bay for Local Police Services (the "Interlocal Agreement"), attached as Exhibit "A" to this Resolution; and

WHEREAS, the Town Council finds that this Resolution will promote the health, safety and welfare of the Town.

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

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

Section 2. **Interlocal Agreement Approved.** The Town Council hereby approves the Interlocal Agreement attached as Exhibit "A" to this Resolution.

Section 3. **Town Manager Authorization.** The Town Council hereby directs and authorizes the Town Manager executed the Interlocal Agreement, in substantially the form attached hereto, attached as Exhibit "A," for the Town.

Section 4. **Effective Date.** This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 17th day of March, 2010.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

TOWN OF CUTLER BAY
INCORPORATED
2005
FLORIDA

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

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

Moved by: Councilmember Meerbott
Seconded by: Councilmember Bell

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman	YES
Vice Mayor Edward P. MacDougall	YES
Councilmember Peggy R. Bell	YES
Councilmember Timothy J. Meerbott	YES
Councilmember Ernest N. Sochin	YES