MEMORANDUM

Agenda Item No. 8(I)(1)

TO:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners	**DATE:**	June 3, 2014
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution authorizing execution of Interlocal Agreements between Miami-Dade County, through the Miami-Dade Police Department, and various municipalities, specifically herein, with the Village of Palmetto Bay, for the purpose of local police patrol services

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.

R. A. Cuevas, Jr.
County Attorney

RAC/smm

/

Memorandum

DATE: June 3, 2014

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor

SUBJECT: Resolution Authorizing Execution of Interlocal Agreements between Miami-Dade County and Various Municipalities for Local Police Patrol Services

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Recommendation
It is recommended that the Board of County Commissioners approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute Interlocal Agreements between Miami-Dade County, through the Miami-Dade Police Department, and various municipalities, specifically herein, an Interlocal Agreement with the Village of Palmetto Bay, for the purpose of local police patrol services.

Scope
The Agreements will authorize the Miami-Dade Police Department (MDPD) to provide local police patrol services as described in the agreement for the Village of Palmetto Bay.

Fiscal Impact/Funding Source
Regular quarterly installments will be made to Miami-Dade County in accordance with the approved agreement.

Track Record/Monitor
The Agreement will be administered for police services by the respective Chief assigned by the MDPD to the Operations Division for the municipality. With regard to the Village of Palmetto Bay, this is Hernan Organvidez, Chief, South Operations Division. Also, the agreement will be monitored for fiscal compliance by Gustavo Knoepffler, Chief Financial Officer.

Background
The MDPD provides local police patrol services upon request from various municipalities. These are comprehensive police patrol services which include enforcing the law, preventing and deterring crime, arresting criminal offenders, preventive and directive patrolling, maintaining public order, and providing services to the community. Activities may include 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. Uniform staff will wear their MDPD uniforms with the addition of a distinctive patch identifying them as members of the municipal police force. The new agreement for the Village of Palmetto Bay will become effective upon approval by the Board of County Commissioners.

Genaro "Chip" Iglesias
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 3, 2014

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

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

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 Mayor'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)
6-3-14

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENTS BETWEEN MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE POLICE DEPARTMENT, AND VARIOUS MUNICIPALITIES, SPECIFICALLY HEREIN, WITH THE VILLAGE OF PALMETTO BAY, FOR THE PURPOSE OF LOCAL POLICE PATROL SERVICES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION TO EXECUTE AMENDMENTS, MODIFICATIONS, RENEWALS, AND EXTENSIONS, TO EXERCISE THE CANCELLATION PROVISIONS AND TERMINATION CLAUSES CONTAINED THEREIN

WHEREAS, the municipalities named in the accompanying Interlocal Agreement have agreed to the terms of this agreement prior to presentation to the Board of County Commissioners; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds it is in the best interest of Miami-Dade County to approve the execution of Interlocal Agreements for local police patrol services between Miami-Dade County, through the Miami-Dade Police Department, and various municipalities, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute memoranda of understanding and agreements for and on behalf of Miami-Dade County, and to execute any amendments, modifications, renewals, and extensions of same, to exercise the cancellation

provisions contained in the interlocal agreements, and termination clauses of any contracts and agreements on behalf of Miami-Dade County, Florida.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2014. 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.

Ben Simon

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

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

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

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

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

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

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

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

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

1. MDPD employees shall be responsive to the citizens and visitors of the Village.
2. MDPD employees shall work cooperatively with Village organizations, in a problem-solving mode, to maintain the safety and welfare of Village residents and visitors.
3. MDC shall provide, at a reasonable cost, efficient, high quality and appropriate law enforcement services, supported by technology that furthers the goals and expectations of the Village and MDC. New technology shall be implemented, as it becomes available, unless otherwise mutually agreed upon by the contracted parties.
4. The Village desires MDC to provide a high service level of police services within its municipal boundaries, as provided in this Agreement, and MDC desires to provide a high level of service.

5. MDC shall provide to the Village for the term of this Agreement, and any extensions of the term in accordance with the provisions of this Agreement, competent professional police services within and throughout the municipal boundaries of the Village to the extent and in the manner agreed upon by the parties.

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

ARTICLE I

PURPOSE AND INTENT

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

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

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

Director means, the Director of the Miami-Dade Police Department.

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

Fringe Benefits means, benefits afforded employees of the Miami-Dade Police Department, including FICA, MICA, Retirement and all associated insurance and longevity payments.

Strategic Planning and Development Section (SPDS) means, a Section within the Miami-Dade Police Department that 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, SPDS

shall be responsible for ensuring MDPD's compliance with contractual stipulations and shall act as a liaison between the Village and Departmental elements.

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

Patrol Personnel means, MDPD law enforcement personnel assigned to uniform police patrol in the Village.

Patrol Unit means one marked patrol vehicle or motorcycle unit and includes, but is not limited to: one (1) uniformed police officer and all standard support equipment as described in Exhibit A.

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

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

Staffing Level means, the number of officers assigned to the Village, as listed in Exhibit B of this Agreement, or for future years, the number of officers approved in the Village annual budget process.

Staff Schedule(s) means, those schedules prepared by the Village Commander to appropriately deploy personnel to ensure appropriate police resources are maintained each shift.

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

Village Official(s) means, the Council members, Village Manager, Village Attorney, independent contractors, agents, and employees of the Village.

ARTICLE III

LOCAL POLICE PATROL SERVICES

MDPD shall provide local police patrol services, as set forth in this Agreement and in accordance with Florida Statutes, the Miami-Dade County Charter, and the Village Charter. Without limiting the duty prescribed in the preceding paragraph,

MDPD patrol personnel shall respond to and render aid in, emergency, life-saving and in-progress violent crime incidents occurring inside the boundaries of the Village. Local Patrol Services shall consist of, but not be limited to, the following:

3.1 A General Investigations Unit (GIU) shall continue to conduct the necessary investigations of criminal activity within the Village. The GIU is a specialized assignment with the Village for particular investigations where and as needed. The GIU 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 the GIU shall be responsible for criminal investigations not assigned to the central specialized investigative units, in accordance with Exhibit F.

3.2 Patrol personnel shall conduct watch orders upon formal request of a Village resident, property owner or business owner in the Village. A watch order shall constitute a minimum of one (1) visual and physical check per shift, of a residence, business or other location, to include the perimeter area within a 24-hour period, by a uniformed patrol unit.

3.3 Patrol personnel shall respond to all calls-for-service within the Village. The Village Manager shall have the ability to modify the police response protocols for non-emergency calls for service.

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

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

3.5 Patrol personnel assigned to the Village shall make every reasonable effort to maintain an average emergency response time goal of six and a half minutes or less (from receipt of call to arrival), while maintaining safe operations for the term of this Agreement. In no instance shall the average emergency response time exceed the departmental average.

3.6 Patrol personnel assigned to the Village shall make every reasonable effort to maintain the average non-emergency response time goal of fifteen minutes or less. In no instance shall the average non-emergency response time exceed the departmental average.

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

of the patrol personnel assigned to the Village, may, if needed, respond to and/or render aid in, emergency, life-saving, and in-progress violent crime incidents occurring inside the boundaries of the Village. In the event patrol personnel must respond to incidents occurring outside the boundaries of the Village, the Village Commander or designee shall ensure sufficient personnel remain in the Village to continue routine and emergency patrol activities.

3.8 Patrol personnel shall remain within the Village's boundaries during their assigned shift, unless dispatched outside the Village boundaries, upon the authorization of the Village Commander or his or her designee. The Village Commander will establish protocols with the Village Manager relating to personnel leaving the Village boundaries. Upon request by the Village Manager, the Village Commander shall provide a detailed report regarding activities that require officer participation outside the Village boundaries.

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

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

3.11 MDPD shall provide all reports identified in Article XVI.

3.12 While in the performance of their duties, officers assigned to the Village shall report any quality of life issues that are observed. These include, but are not limited to, the reporting of pot holes, fallen trees obstructing the roadway, flooding, suspected construction without permits, verification of garage sale permits, stray or dead animals, non-working traffic signals and street lights, or any downed street signage.

3.13 MDPD shall enforce Village ordinances with criminal penalties. MDPD shall assist Village code enforcement with enforcement of Village civil ordinances, as defined below, as well as false alarm ordinances adopted by the Village. The Village shall provide the MDPD Police Legal Bureau with any draft ordinances that include an enforcement component subject to MDPD enforcement and MDPD shall advise the Village if MDPD can enforce the ordinance prior to the Village's adoption of the draft regulations.

3.14 The Village understands that it must contract with the Office of the State Attorney for the prosecution of Village or MDC criminal ordinance violation cases. In all instances where there is both, a Village ordinance and a state statute for the same charge, the state statute shall supersede and be charged. The Village agrees and understands that MDC is not responsible for any filing fees for Village or MDC criminal ordinance violations, nor any costs incurred by the State Attorney's Office, for prosecuting Village or MDC criminal ordinances. MDPD shall coordinate attendance of MDPD officers assigned to the Village to appear at Village Special Master hearings on any civil penalty violations or at county or circuit court on criminal violations. MDPD will assist Village code enforcement officers with enforcement of

Village code violations, including utilizing appropriate state laws, accompanying a Village code enforcement officer on a call, writing reports of observations of violations of the Village code sections, and attend hearings.

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

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

ARTICLE IV

OPTIONAL LAW ENFORCEMENT SERVICES

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

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

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

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

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

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

ARTICLE V

SUPPORT & ANCILLARY SERVICES

Support services attributed to the establishment and performance of local patrol services shall be provided to the Village. These services are identified and are included as a contract support fee and may be adjusted and modified on a yearly basis. Computations for the upcoming fiscal year will be based on the actual expenditures from the prior fiscal year. Support services shall include but not be limited to:

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

5.2 **Personnel Management Bureau** provides for the recruitment, selection, and hiring/promotions of MDPD employees, maintain and administer payroll activities and personnel transaction records. Services include psychological evaluation, test and validation services, Florida Basic Abilities Test and polygraph examination administered to applicants during the selection and hiring process to determine the eligibility of police and other support personnel.

5.3 **Psychological Services Section** provides professional counseling on a voluntary basis, and referral assistance for management of stress-induced or substance abuse problems. Includes on-scene response to shootings or other serious incidents involving police personnel; consultation for hostage situations, barricaded subjects, and attempted suicides.

5.4 **Property and Evidence Section** is responsible for the storage, maintenance, and legal disposition of evidence impounded during criminal investigations, along with recovered lost or stolen property. Charges are based on the number of items received.

5.5 **Radio Maintenance and Installation** includes the maintenance of the handheld devices and police radios installed in police vehicles.

5.6 **Telecommunications (Circuits & Aircards)** provides aircards for wireless connectivity and dedicated data lines to municipal police stations allowing direct and secure connectivity to the MDPD departmental network; includes firewall protection, VLANS monitoring, and access to important state and national law enforcement databases.

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

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

ARTICLE VI

MAINTENANCE OF ABILITY

6.1 MDPD shall furnish to, and maintain for the benefit of the Village, all necessary labor, supervision, equipment and vehicles in good working condition, communication facilities and routine supplies necessary and proper for the purpose of performing the services, duties and responsibilities described in this Agreement and as necessary to maintain the service level specified in Article III.

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

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

ARTICLE VII

CONSIDERATION

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

7.1 The Village shall make regular installments to MDC in equal monthly payments, based upon the local patrol-staffing budget, adopted in the Village's annual Budget Ordinance. The Village shall consult with MDPD prior to annual adoption of its budget, in order to arrive at a mutually acceptable charge for the services to be delivered by MDPD. The installment payments by the Village shall be made to MDC on a monthly basis, due no later than the fifteenth (15^{th}) day of the following month, without demand.

7.2 Unless otherwise provided in this agreement, payment for services rendered for each contract year shall be based upon the level requested by the Village, utilizing the actual costs of personnel and equipment. Staffing

in excess of the requested service level, listed in Exhibit B, shall require written authorization by the Village Manager.

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

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

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

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

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

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

7.9 In the event MDC requires its officers to pay a stipend relating to take home vehicles, the Village shall be entitled to receive a proportionate credit or equivalent percentage access to the funds for the officers assigned to the Village.

7.10 In the event MDC adopts additional cost cutting measures in the future, the Village shall be entitled to receive a proportionate credit or equivalent percentage access to the funds or cost saving reduction measures.

ARTICLE VIII

DISTRICT OFFICE

8.1 For the duration of this Agreement, unless the Village exercises its right in Section 8.3, MDPD personnel assigned to the Village shall continue to utilize the Village Hall located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157, or a mutually agreeable location.

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

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

ARTICLE IX

COMMAND STAFF

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

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

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

the designation of the Village Commander. The Director or the Director's designee, shall advise the Village Manager of any nominees who have elected to participate in the Deferred Retirement Option Program (DROP).

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

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

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

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

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

ARTICLE X

EMPLOYMENT RESPONSIBILITY

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

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

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

10.4 The Village may utilize MDPD sworn law enforcement officers certified as Police Reserve Officers who have met the requirements for transfer

pursuant to Miami-Dade Police Departmental Manual Chapter 11, Part 2 – Reserve Officers. Reserve Officers shall not exceed more than ten (10) percent of the Village's assigned sworn law enforcement officers, to a maximum of five (5) Reserve Officers.

ARTICLE XI

EMPLOYMENT; RIGHT OF CONTROL

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

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

11.3 Staffing levels are listed in Exhibit B of this Agreement and may be modified by the Village Commander, with the approval of the Village Manager as needs arise. The level, degree, type of service, and number of positions assigned to each service shall be determined by the Village Manager, in consultation with MDPD. However, at no time shall the staffing level be less than the determined minimum number of requisite positions mutually agreed upon and reflected in Exhibit C. The Village Commander may utilize overtime to fill temporary vacancies, with the prior approval of the Village Manager, caused by, but not limited to, leave issues, temporary disability, relief of duty, and Family Medical Leave Act. The financial costs associated with overtime utilized to fill such vacancies shall be the sole responsibility of the Village. The Village Commander, in consultation with the Village Manager, shall have the option to replace staff due to extended leave issues, light duty, disability and Family Medical Leave Act for those incidents projected to exceed ninety (90) days.

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

11.5 Staff schedules may be adjusted temporarily upon the approval of the Village Commander to meet operational needs, not to exceed one pay period (two (2) weeks). Any permanent adjustment to staff schedules, to include those which exceed one pay period, will require the prior written approval of both the Village Manager and the Village Commander or designee. Pursuant to the MDC collective bargaining agreements, the final decision of any unresolved issues regarding this matter will be left at the discretion of the Director of MDPD.

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

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

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

11.9 In the event a vacancy occurs, the position assigned to the Village shall be filled in accordance with departmental policies. The Department shall use its best efforts to fill the vacancy at earliest opportunity, however, such a vacancy in the Village shall not exceed 90 days.

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

11.11 Nothing in this Agreement is intended to usurp the authority of MDPD policies and procedures or the MDC collective bargaining agreements. The Village or its officials shall not participate in negotiations with any collective bargaining unit, direct MDPD personnel to conduct unlawful activities, utilize law enforcement information provided by MDPD in an official capacity for personal use, or direct police personnel to deliberately contradict the established MDPD policies and procedures.

ARTICLE XII

EMPLOYMENT; AUTHORITY TO ACT

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

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

12.3 Sworn officers of MDPD shall be and are hereby vested with the additional authority to enforce the criminal and civil ordinances of the Village, to make arrests incident to the enforcement of MDC and Village ordinances, and to

perform other tasks as are reasonable and necessary in the exercise of their powers.

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

ARTICLE XIII

OVERTIME DETAILS AND SPECIAL ASSIGNMENTS

13.1 The Village Manager may request additional police personnel assigned to patrol within the Village in order to provide additional police security activities for special initiatives or Village sponsored activities and events. The additional police security activities may be provided on an overtime basis and shall be paid for based upon the actual personnel costs, to include overtime and applicable fringe benefit rates, pursuant to applicable collective bargaining Agreements. A reasonable effort will be made to accommodate the on-duty schedule at least once per year for a Village event.

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

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

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

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

ARTICLE XIV

OFF-REGULAR DUTY DETAILS

14.1 Private companies, associations or citizens may request additional police services to be 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 Village boundaries, will be first offered to MDPD personnel assigned to the Village.

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

ARTICLE XV

SPECIAL EQUIPMENT PROVISION

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

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

number of vehicles anticipated for retirement according to reports provided by MDC Internal Services Department. Retired vehicles will be transferred back to the Village for the sum of one dollar for each vehicle.

15.3 At the request of the Village, each uniform may have, as a minimum, a unique and distinctive police uniform patch utilized as the Village of Palmetto Bay identifier for MDPD personnel assigned to the Village and shall be placed on left sleeve of the police uniform. The distinct police uniform patch must be consistent in size, design and format with MDPD police uniforms, and subject to MDPD review.

15.4 At the request of the Village, each uniform may have a unique and distinctive pin made part of the officer's nameplate, or placed below the officer's nameplate, and utilized as the Village of Palmetto Bay identifier for MDPD personnel assigned to the Village. The distinctive pin must be consistent in size, design, and format with MDPD police uniforms, and subject to MDPD review.

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

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

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

ARTICLE XVI

REPORTING

Statistical data shall be compiled to accurately describe the incidence of reports and responses to, criminal activity and other calls for service within each grid and to identify emerging trends in criminal activity. MDPD shall compile data, prepare and deliver monthly and quarterly reports to the Village Manager. The reports shall describe the type and number of criminal incidents and other calls for service for each grid during the preceding period. Such reports shall be released as prescribed through departmental policy. All costs associated with printed reports that require special preparation due to a Village request (e.g., glossy paper, colored paper, special binders other than staples, photographs and unusual

graphics) or are not normally prepared by MDPD, shall be incurred solely by the Village.

As identified at section, 3.11, MDPD shall provide the following reporting services to the Village:

16.1 *Annual Reports.*

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

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

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

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

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

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

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

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

16.7 *Miscellaneous Crime Trend Reports.* The Village Commander, or designee, shall deliver such reports regarding crime trends that occur within the

Village's boundaries to the Village Council upon the request of the Village Manager.

16.8 *Notification of Significant Situations.* The Village Commander or the Commander's designee, will notify the Village Manager, or the Manager's designee, as well as appropriate MDPD chain-of-command personnel, in the event of a significant criminal occurrence or emergency situation within the Village. The Village Commander and Village Manager shall designate what they consider "significant" by a memorandum, signed by each.

16.9 *Routine Reports.* MDPD will provide monthly, quarterly, and yearly reports regarding criminal activity, workload indicators, crime statistics, and other information regarding law enforcement services provided to the Village, as well as *ad hoc* reports when requested by the Village Manager.

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

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

ARTICLE XVII

TOWING

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

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

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

ARTICLE XVIII

FORFEITURES

18.1 The Village is authorized to pursue or dispose of forfeited or unclaimed property, in accordance with State and Federal law.

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

18.3 The MDPD Legal Bureau will be solely responsible, pursuant to established departmental policies and procedures, for all other matters concerning State and Federal forfeitures involving MDPD personnel assigned to the Village.

18.4 The apportioned share of property to the Village, obtained through successful civil forfeiture proceedings, will be based solely upon the pro-rated participation in the underlying criminal action, of the law enforcement personnel assigned to the Village. Per MDPD policy, the Village shall be considered a separate law enforcement agency when determining the pro-rated share of forfeited property, when MDPD personnel assigned to the Village participate in the forfeiture of property seized within the Village limits. However, any costs associated with MDPD Forfeiture, such as court filing fees, court reporters, interpreters and public legal notices, will be subtracted from the net proceeds of the forfeiture prior to the determination of the Village'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 Village shall defend, indemnify and hold harmless MDC and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which MDC or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Village, its employees, officers and agents. MDC shall promptly notify the Village of each claim, cooperate with the Village in the defense and resolution of each claim, and not settle or otherwise dispose of the claim without the Village's participation.

20.2 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, MDC shall defend, indemnify and hold harmless the Village and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of services provided pursuant to this contract by MDC, its employees, officers, and agents. The Village shall promptly notify MDC of each claim, cooperate with MDC in the defense and resolution of each claim, and not settle or otherwise dispose of the claim without MDC's participation; provided, however that where the County defends the Village 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 Village 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 or the Director's designee, has the final control and the authority to draw personnel from within all areas of assignment in order to address the immediate need. Mobilizations and mutual aid shall be governed in accordance with departmental policy, applicable agreements, and Federal, State, and local laws. The following are, but not limited to, examples in which a mobilization may be invoked or personnel may be mobilized:

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

21.2 Preplanned Event: When a mobilization is necessary for large-scale events outside Village jurisdiction such as, Free Trade Area of the Americas,

Presidential Debate or an election security detail, the Village is under no obligation to mobilize their personnel. With the approval of the Village Manager, personnel assigned to the Village may be utilized for out-of-Village events, provided that MDPD agrees to reimburse the Village for all costs associated with the use of their personnel. Should an event impact the Village; personnel assigned to the Village shall be utilized in consultation with the Village Manager.

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

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

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

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

ARTICLE XXII

TERMINATION AND REMEDIES

22.1 Breach of a material term or condition of this Agreement, does not warrant automatic termination. However, such a breach will be addressed by the non-breaching party, who must provide written notice to the party in breach and which must include the following:

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

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

The party in breach shall remedy the breach within thirty (30) days of receipt of the request. Should either party fail to cure the breach within the specified time identified in this Section or any authorized extension, the parties shall engage in informal, good faith discussions and attempt to resolve the dispute. In connection therewith, upon written notice of either party, each party shall appoint a designated representative, whose task it shall be to meet for the purpose of attempting to resolve such dispute. If the parties are unable to resolve the dispute, in accordance with this Section. In the event that either party concludes, in good faith, that an amicable resolution through continued negotiation with respect to the dispute is not reasonably likely, then the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

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

22.3 Either party may terminate this Agreement with or without cause, by providing the other party with no less than 365 days written notice of the termination. Notwithstanding other provisions contained herein, neither party shall terminate the Agreement without cause during the last 12 months of the term specified in Article XXV or any renewal term.

22.4 In the event MDPD subsequently enters into an agreement for police services with another municipality which contains terms and conditions potentially more favorable to the Village than those set forth herein, the Village shall be entitled to those same terms and conditions, subject to the following:

a. The Village may request that the terms and conditions at issue be re-opened for negotiation based upon the terms and conditions set forth in the other agreement; however, it is understood that the service level and/or consideration may need to be adjusted to account for any shortfall resulting

from the new terms and conditions. The MDPD shall not unreasonably refuse to modify the terms and conditions.

b. The MDPD Director shall be authorized to execute any amendment to this Agreement pursuant to this Section only.

ARTICLE XXIII

FEE SERVICES

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

ARTICLE XXIV

OPTION TO RENEW

24.1 The Village and MDPD shall meet, no later than January 30, 2019, to negotiate the terms and conditions of any extension (the "Renewal Term") to the Initial Term listed in Article XXV in order for both parties to anticipate budgetary considerations for the fiscal year range.

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

ARTICLE XXV

TERM

This Agreement shall be effective 07/01/2014, and shall expire at midnight on 07/01/2019, unless terminated earlier as specified in Article XXII. Either party may request to re-open the Agreement during this period.

ARTICLE XXVI

TRANSITION PERIOD

26.1 In the event of the termination or expiration of this Agreement, MDC and the Village shall cooperate in good faith, in order to effectuate a smooth and harmonious transition, from services provided by MDPD, to a municipal police department. During the transition to a municipal police department,

the same high quality of police protection prescribed by this Agreement for the residents, businesses and visitors of the Village, shall be maintained.

26.2 If during the transition period, the Village determines it is unable to provide adequate municipal police services and protection, the term of this Agreement shall be extended upon written request by the Village Manager to MDC, for a transition period not to exceed 180 days.

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

ARTICLE XXVII

INDEPENDENT CONTRACTORS

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

ARTICLE XXVIII

RECORDS, INSPECTION, AUDIT

28.1 MDC shall keep and maintain records with respect to the expenditure of funds paid by the Village and the services provided to the Village under this Agreement. MDC shall retain these records for a minimum of five (5) years from the date of termination or expiration of this Agreement. MDC shall maintain accounting records on expenditures under this Agreement in accordance with accepted general and government accounting standards, MDPD policies and procedures, state retention schedules and other applicable standards.

28.2 The Village Manager or the Manager's designee, may inspect and audit the records upon reasonable notice to MDC. Reasonable notice should include a written request no less than seven (7) working days prior to the intended site visit and the identification of the specific records to be inspected.

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

28.4 Should the Village, in any audit of MDC's records, find a discrepancy between the actual amount of funds paid by the Village and the actual services received by the Village from MDC, or the costs of the services, or the Village finds a discrepancy in the amounts provided in the reconciliation by MDC, then MDC shall, within thirty (30) days of receipt of written

notification from the Village Manager, either credit or debit the Village the amount of the discrepancy or refund the amount. If MDC disagrees with the Village audit, MDC shall notify the Village Manager within thirty (30) days of the receipt of the audit findings and request an independent audit. The Village Manager and the County Manager shall mutually agree to the selection of an independent auditor to review the audit and resolve the discrepancies. Both parties will pay the auditor's fee equally.

ARTICLE XXIX

AUTHORITY TO EXECUTE; NO CONFLICT CREATED

29.1 The Mayor of Miami-Dade County, by execution of this Agreement, represents to the Village, full power and authority to make and execute this Agreement, pursuant to the resolution of the Board of County Commissioners, Miami-Dade County.

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

ARTICLE XXX

AMENDMENTS

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

ARTICLE XXXI

NOTICE

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

Village:	Village Manager Ron E. Williams Village of Palmetto Bay 9705 East Hibiscus Street Palmetto Bay, FL 33157
and	Village Attorney Village of Palmetto Bay 9705 East Hibiscus Street Palmetto Bay, FL 33157
MDC:	County Mayor Carlos A. Gimenez

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

and

Director
J.D. Patterson
Miami-Dade Police Department
9105 NW 25 Street
Miami, Florida 33172

and

Office of the County Attorney
Stephen P. Clark Center
111 NW First Street
Suite 2810
Miami, Florida 33128

ARTICLE XXXII

NON-ASSIGNABILITY

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

ARTICLE XXXIII

ENTIRE AGREEMENT

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

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

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

ARTICLE XXXIV

BINDING EFFECT

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

(Signature Page Follows)

ATTEST:

VILLAGE OF PALMETTO BAY,
a municipal corporation

By:_____
Meighan Alexander
Clerk

_____
Ron E. Williams,
Village Manager

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

By:_____
Village Attorney

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

_____
Carlos A. Gimenez
County Mayor

ATTEST:
HARVEY RUVIN, CLERK

By_____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By_____
County Attorney

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

Uniforms and Equipment

QUANTITY AUTHORIZED

	Officer	Motorcycle	Mounted	Public Service Aide	Police Records Specialist
Ammunition, Rounds	18	18	18		
Armor, Body	1	1	1	1	
Badge, Breast	1	1	1		
Badge, sew on, gold color, supervisor silver color, officers	2	2	2		
Baton	1	1	1		
Belt, Service, 2 1/4"	1	1	1	1	
Boots		2	2		
Breeches		5	5		
Buttons, Shirt, Silver			30		
Cap, Baseball	1	1	1	1	
Cargo Pants	1	1	1		
Cargo Shirts	1	1	1		
Carrier, Radio	1	1	1	1	
Cover, Cap	1	1	1	1	
Footwear, Special Purpose	1	1	1		
Gas Mask	1	1	1		
Gloves, Orange	1	1	1		
Handbook, Florida Law Enforcement	1	1	1	1	
Handcuffs	1	1	1		
Handcuff Case	1	1	1		
Helmet, General Duty with Straps	1	1	1		
Helmet, Motorcycle		1			
Holder, Baton	1	1	1		
Holster, Revolver/ Semi-automatic	1	1	1		
Insignia, Assignment Designator					
Selected Elements	16	16	16		
Departmental	16	16	16	10	10
Insignia, Hat	1	1	1		
Jacket, Brown	1	1	1	1	

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

Uniforms and Equipment

QUANTITY AUTHORIZED

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

EXHIBIT A

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

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

EXHIBIT B

VILLAGE OF PALMETTO BAY

Police Patrol Staffing Level

Job Classification	Quantity
Police Major	01
Police Lieutenant	01
Police Sergeant	04
Detective Unit Sergeant	01
Police Officer	31
Police Detective	04
Police Records Specialist	02
Secretary	01
Police Station Specialist	01
Total	**46**

EXHIBIT C

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

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

EXHIBIT D
VILLAGE OF PALMETTO BAY
OPTIONAL SERVICES

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

- **Marine Patrol:** Units designated for the purposes of patrolling waterways including personal watercraft accident abatement, within Miami-Dade County.

- **Motorcycle Patrol:** Motorcycle unit personnel, apart from currently contracted levels, which are designated to conduct escort details, parades, public events, traffic crash reduction, DUI apprehension, school zone enforcement, 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.

Public Information and Education Bureau: Administers 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 Public Information and Education Bureau as optional services:

- **Drug Abuse Resistance Education (D.A.R.E.) Program:**
  A program designed to be 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 students' interpersonal and communications skills.

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

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

EXHIBIT E

VILLAGE OF PALMETTO BAY
LIST OF ANCILLARY MDPD SERVICES

1. The Office of the Director has the responsibility and authority for the management direction and control of the operations and administration of the Department and to provide efficient and effective police service to the citizens of Miami-Dade County. The Director has responsibility and authority to formulate plans and policies, and managerial coordination of all departmental operations, including the Professional Compliance Bureau, the Psychological Services Section, the Homeland Security Bureau, the Police Legal Bureau and the Public Information and Education Bureau.
2. The Office of the Deputy Director has the responsibility and authority for the administration and operations of the Strategic Planning and Development Section and the Miami-Dade Public Safety Training Institute.
3. The Police Legal Bureau reviews litigation in which the Department and its employees are involved. Provides counsel, and prosecutes forfeiture actions involving departmental seizures when appropriate. Maintains liaison with legal representatives of other governmental agencies.
4. The Public Information and Education 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.
5. The Strategic Planning and Development Section performs administrative functions delegated by the Deputy Director. 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, and act as a liaison between the Village and departmental elements. Responsible for the Nuisance Abatement Unit. Conducts research, analysis, and planning to prepare a departmental multi-year plan. Distributes analytical reports to affected organizational elements. The Section has access to necessary information resources department wide, keeps the Director and Deputy Director apprised of pertinent information, and makes programmatic recommendations when necessary.
6. The Chief Financial Officer is responsible for the Fiscal Administration Bureau which includes the Fleet Management Section, Central Records Bureau, which includes departmental automated systems, and criminal records; Communications Bureau, which includes communications (police radio and emergency 911 service) and the False Alarm Unit, Information Technology Services Bureau and the Personnel Management Bureau

7. The Fiscal Administration Bureau is responsible for the development, preparation, and control of the Department's budget and all related Miami-Dade Police Department (MDPD) funding sources. Additionally, the Bureau coordinates all departmental activities related to expenditure of funds; purchases, maintains, and issues equipment; purchasing, supply, and administers the Law Enforcement Trust Fund and grant related accounting functions. Oversees Fleet Management Section.
8. The Facilities Maintenance Section is responsible for the management and maintenance of MDPD facilities and includes utilities, janitorial services, and building leases of support and investigative elements.
9. The 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, it is responsible for planning, development, implementation, and management of all automation/technology projects, including, but not limited to, the Police Automated Reporting System, the Computer Aided Dispatch, the 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.
10. The Investigative Services Assistant Director is responsible for centralized criminal investigative services by assigning specialized investigative elements to provide specialized investigations and investigative support in the processing and preservation of evidence and crime scenes, and processing and serving criminal warrants.
11. The Criminal Investigations Division Chief is responsible for centralized investigation of homicides, robberies, sexual crimes, domestic crimes, property and evidence storage, and crime scene and crime laboratory functions..
12. The 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 servicing of warrants, and maintenance of criminal records, court security, civil and criminal process, liaison with the components of the courts and criminal justice system.
13. The Police Services Assistant Director is responsible for centralized and decentralized patrol services; e.g., repress and prevent criminal activities, investigate offenses, apprehend offenders, and furnish day-to-day law enforcement services to the community.

14. The Central Records Bureau reviews, controls, maintains, and retrieves criminal records; prepares Uniform Crime Reports; and provides Teletype and automated data communications.
15. The South Operations Division Chief is responsible for the management of uniformed patrol and general investigative functions in assigned South police districts.
16. The North Operations Division Chief is responsible for the management of uniformed patrol and general investigative functions in assigned North police districts; the Special Patrol Bureau, which provides specialized functions such as crowd control; hostage negotiation; canine; motorcycle, marine patrol and underwater recovery, the Special Response Team, and Special Events Units, the Police Operations Section which provides uniformed patrol at Jackson Memorial Hospital and in public housing developments, the Seaport Operations Section and the Airport District.
17. The Major of the Miami-Dade Public Safety Training Institute is delegated the responsibility for certification and training and the Departmental Safety Program.

EXHIBIT F
VILLAGE OF PALMETTO BAY
GENERAL INVESTIGATIONS UNIT

GENERAL INVESTIGATION UNIT REPONSIBILITIES:

The General Investigations Unit (GIU) is 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 the Special Victims Bureau or Vulnerable Victims Unit
- 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" schedule shall be maintained at the unit of assignment and a copy shall be furnished to desk operations. The following details the criteria utilized for a GIU call out:

GIU DETECTIVE CALL-OUT CRITERIA

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

- Confirmed adult 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 of 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 Supervisor.

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 Supervisor.
- Any case where it is in the best interest of the Department, and approved by the on-duty Supervisor.

EXHIBIT F
VILLAGE OF PALMETTO BAY
GENERAL INVESTIGATIONS UNIT

AUTO THEFT DETECTIVE CALL-OUT CRITERIA

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

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 Supervisor.
- Any case where it is in the best interest of the Department, and approved by the on-duty Supervisor.

EXHIBIT G

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

EXHIBIT H

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

PURPOSE

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

BACKGROUND

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

PROVISION FOR USE

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

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

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

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

EXHIBIT H

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

LIABILITY

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

EFFECTIVE AND TERMINATION DATE

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

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

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

FISCAL ADMINISTRATION BUREAU
LOCAL PATROL SERVICES' CONTRACT SUPPORT (OVERHEAD)
FOR FISCAL YEAR 2012 - 2013

CONTRACT OVERHEAD	
Professional Compliance Bureau	$6,806,733
Facilities Management Section	$9,993,435
Personnel Management Bureau (Testing,Training and Recor	$1,095,755
Psychological Services Section	$376,668
Budget, Planning and Resource Management (Contracts)	$4,465,882
Property and Evidence Bureau	$3,105,083
Radio Maintenance and Installation	$578,218
Telecommunications (Circuits 31018)	$1,060,713
Telecommunications (Aircards 31009)	$677,787
Training Bureau (Pro-rated Basic Training Only)	$1,966,838
Cost of Trainees	$3,148,758
Total	$33,275,869
Town of Miami Lakes LOCAL POLICE	$6,346,480
Village of Palmetto Bay LOCAL POLICE	$6,260,706
Town of Cutler Bay LOCAL POLICE	$7,739,175
Total Local Patrol Contracts	$20,346,361

EXHIBIT I

Analysis Based on Total Personnel

		TML	CB	PB	Total Cities	Total UMSA
Professional Compliance Bureau	Based on Sworn Personnel	$109,402	$118,916	$95,133	$323,451	$6,483,283
Facilities Management Section	Based on Total Personnel	$0	$0	$0	$0	$9,993,435
Personnel Management Bureau (Eval and Testing)	Based on Total Personnel	$13,212	$15,899	$11,863	$40,974	$1,055,581
Psychological Services Section	Based on Sworn Personnel	$6,054	$6,580	$5,264	$17,899	$358,769
Budget, Planning and Resource Management (Contracts)	Based on Total Personnel	$0	$0	$0	$0	$4,465,882
Property and Evidence Bureau	Based on Items Received	$19,162	$9,498	$12,536	$41,196	$3,063,887
Radio Maintenance and Installation	Based on Sworn Personnel	$9,294	$10,102	$8,081	$27,476	$550,742
Telecommunications (Circuits 31018)	Based on Sworn Personnel	$17,048	$18,531	$14,825	$50,404	
Telecommunications (Aircards 31009)	Based on Sworn Personnel	$10,894	$11,841	$9,473	$32,208	
Trainees	Training Fee Per Officer	$220,087	$239,225	$191,380	$650,693	$13,052,136
Total		$405,154	$429,793	$348,555	$1,183,502	$32,082,368
Percent of NEW OH to Direct Costs		6.38%	5.55%	5.57%		
Direct Patrol Costs		$6,346,480	$7,739,175	$6,260,706		
FY 2012-13 Overhead Percentage per Contract						
OH % to Direct Costs		6.38%	5.55%	5.57%		