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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

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

06-05-07

Approved _____ Mayor
Veto _____
Override _____

RESOLUTION NO. R-704-07

RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT BETWEEN THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION AND MIAMI-DADE COUNTY FOR THE PROVISION OF WATERBORNE LAW ENFORCEMENT DOMESTIC SECURITY DETAILS; AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN

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:

Section 1. Approves the contract between the Florida Fish and Wildlife Conservation Commission and Miami-Dade County for the provision of waterborne law enforcement domestic security details, in substantially the form attached hereto and made a part hereof.

Section 2. Authorizes the County Mayor or his designee to execute the contract between Florida Fish and Wildlife Conservation Commission and Miami-Dade County after review and approval by the County Attorney's Office; and to exercise all rights conferred therein.

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

MEMORANDUM

(Revised)

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

DATE: June 5, 2007

FROM: Murray A. Greenberg County Attorney

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

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

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

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

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

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 2007. 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

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MAG JMM

Jess M. McCarty

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CONTRACT BETWEEN THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION AND MIAMI-DADE COUNTY FOR THE PROVISION OF WATERBORNE LAW ENFORCEMENT DOMESTIC SECURITY DETAILS

This Contract is entered into by and between Miami-Dade County, a political subdivision of the State of Florida, by and through its Seaport Department, whose address is 1015 N. America Way, 2nd Floor, Port of Miami, Miami, Florida 33132 (hereinafter "the County") and the Florida Fish and Wildlife Conservation Commission; whose address is Bryant Building, 620 South Meridian Street, Tallahassee, Florida 32399-1600 (hereinafter "FWC" or "the Contractor") to provide waterborne law enforcement domestic security patrols in the Port (hereinafter "the Contract").

1. INTRODUCTION

The Port of Miami requires uniformed law enforcement personnel to perform high visibility waterborne patrol for the purpose of providing security for Interstate and International Commercial travel. The FWC will assign its law enforcement personnel to provide this security. Any deviation from the Scope of Services shall be considered a Modification. Such security will be provided at various cruise and cargo terminals within the Port of Miami, principally while commercial cruise ships are entering the Port, docked at the Port or leaving the Port. Such security is primarily required to be performed via vessel patrol for the purpose of creating a security perimeter around cruise and cargo ships in an effort to deter any waterborne attacks of a terrorist nature. Such security is provided as supplementation to any efforts undertaken by the United States Coast Guard (USCG), United States Bureau of Customs & Border Protection or any other enforcement arm of the Department of Homeland Security.

2. SCOPE OF SERVICES

The FWC shall perform the services and specific responsibilities as set forth in Attachment A, entitled Scope of Services, attached hereto and made a part hereof.

3. MODIFICATION AND AMENDMENT

No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the parties.

Either party may at any time, by written order designated to be a Modification, make any change in the work within the general scope of this Contract (e.g., specifications, schedules, method or manner of performance, requirements, etc.). However, all Modifications are subject to the mutual agreement of both parties as evidenced in writing. Any Modification that causes an increase or decrease in the County's cost or the term of the Contract shall require a formal amendment.

4. PERSONNEL REQUIREMENTS

1. The duties of personnel filling this position require fully constituted law enforcement officers pursuant to Section 943.13, Florida Statutes.
2. The duties of this position shall require the regular bearing of firearms and powers of arrest.
3. Officers must be certified by the Florida Department of Law Enforcement, Criminal Justice Standards & Training Commission, as a State of Florida Law Enforcement Officer.
4. Officers working this detail must be in uniform at all times.
5. All officers working the detail shall be under the supervision of the FWC.

5. LOCATION OF DOMESTIC SECURITY DETAIL

The waterborne security patrols provided pursuant to this Contract shall take place in the vicinity of the Port of Miami with the exact terminal locations to be provided on a regular basis by the County.

Memorandum

MIAMI-DADE COUNTY

Date: June 5, 2007

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

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

From: George M. Burgess
County Manager

Subject: Resolution Authorizing the Contract with the Florida Fish and Wildlife Conservation Commission for Waterborne Security at the Port of Miami

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Recommendation
It is recommended that the Board approve the accompanying resolution authorizing the contract between the Florida Fish and Wildlife Conservation Commission ("FWC") and Miami-Dade County for the provision of waterborne law enforcement domestic security details.

Scope
Waterborne patrols by FWC are conducted around the Port of Miami to the benefit of the entire county and surrounding region. The Port of Miami is located within District 5 – Chairman Bruno A. Barreiro.

Fiscal Impact/Funding Source
Based on current billing rates of approximately $25,000 per month, the contract is estimated to run about $300,000 per year. Patrol hours are approximately $60 per hour which includes the FWC officer and operating expenses associated with the FWC boat. The remainder of the monthly costs are supervisory and administrative expenses. This contract will be funded from Port of Miami operating revenues.

Track Record/Monitor
FWC has been providing waterborne security patrol for the Port of Miami since September, 2005.

The Seaport Department staff member responsible for monitoring this agreement is James Maes, Assistant Director of Safety and Security, Port of Miami

Background
Pursuant to the Code of Federal Regulations (CFR) Title 33, part 105, the Port of Miami ("POM") is mandated to have and maintain highly visible waterborne security patrols by duly authorized sworn law enforcement officers. This security patrol service is highly specialized and includes monitoring of POM's waterside areas, vessels and their surrounding areas, deterring of security breaches and other law enforcement duties that are necessary for homeland security purposes.

After discussion with a number of law enforcement agencies, including Miami-Dade Police Department, Marine Patrol Unit, the Port of Miami determined that the FWC's rate structure was the most economical. Consequently, the Port of Miami initiated the process of establishing a contract with FWC for waterborne security patrol services.

This contract provides for FWC law enforcement patrols to provide waterborne security for cruise and cargo terminals within the POM, primarily while commercial vessels are entering the Port, docked at the Port or leaving the Port. Such security is mainly required to be performed via vessel patrol for the purposes of creating a security perimeter around cruise and cargo ships in an effort to deter any waterborne attacks of a terrorist nature. This security will complement the efforts undertaken by U.S. Coast Guard, U.S. Customs & Border Protection, and any other law enforcement agency with marine units that patrol in the vicinity of the Port of Miami. Additionally, the contract has provisions to increase the number of patrol hours based on the threat level as determined by the United States Coast Guard.

The contract will commence upon execution by both parties for a period of one (1) year and will be automatically renewed for five (5) one (1) year renewal terms. Either party may terminate this contract by providing written notice specifying the termination date at least thirty (30) days prior to the termination date specified in the notice.

Since this service is mandatory by federal law and must be in place for the POM to remain operational, FWC is presently providing waterborne patrol services for the POM through an emergency purchase order.

Ysela Llort
Assistant County Manager

6. SUPERVISION AND COMMUNICATION

Radio Communication:

1. Officers shall be required to have an FWC issued radio with them at all times. Such radio shall allow immediate communication access to an FWC radio communications/dispatch center.
2. The County shall provide radios on each patrol vessel for the purpose of allowing direct communication between Port of Miami security personnel and FWC patrol personnel.

Supervision:

1. Waterborne security operations at the Port of Miami that are undertaken by FWC shall be under the direct oversight of a State Law Enforcement Captain who is a full-time employee of FWC. In addition, there shall be immediate field supervision provided by a State Law Enforcement Lieutenant who is a full-time employee of FWC. All supervisors involved shall meet the same requirements as set forth for officers in the section entitled "Personnel Requirements."
2. Supervisory duties may be shared by various supervisors to allow for absences due to sick leave, annual leave or other agency assignments or duties that may conflict with Port of Miami waterborne security schedules.
3. Officers shall not be under the supervision or authority of any persons or entity other than those in the regular chain of command within FWC.
4. FWC supervisors shall have the final authority concerning any decision or conflict arising with any FWC State Law Enforcement Officer.

7. DUTY HOURS

Officer Responsibilities:

1. Officers scheduled for waterborne security patrol pursuant to this Contract shall be considered "On Duty" for the County when driving a state owned law enforcement vehicle to and from the Port of Miami. FWC shall be compensated for officers' travel time to and from the Port of Miami, not to exceed four (4) hours a day, per officer.
2. Officers shall advise the FWC Communication Center when going "On Duty" for Port of Miami waterborne security patrol and when coming "Off Duty."
3. The total number of hours worked per week, beginning at 0001 Hours on Friday and ending at 2400 Hours on Thursday shall be in accordance with established FWC Policy.

8. COMPENSATION

As consideration for the services rendered by the FWC under the terms of this Contract, the County shall pay the FWC on a fee schedule basis as specified in Attachment A, Scope of Services.

Compensation for the renewal period of this Contract shall be based on a fee schedule to be determined by FWC for each renewal period.

9. PAYMENTS

The County shall pay the FWC for satisfactory service upon submission of invoices, accompanied by required reports or deliverables, and after acceptance of services and deliverables in writing by the County's Contract Manager.

The FWC shall submit invoices, accompanied by any required documentation, on a monthly basis to the County. Hours worked shall be reported on FWC forms. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
Notwithstanding anything contained in this Contract to the contrary, the County's obligation to make any required payments shall be subject to the availability of funds, or the legislative body's discretion not to fund its obligations under this Contract for any fiscal year. If the County's legislative body exercises its discretion to not fund its obligations under this Contract, the County shall notify the FWC prior to the effective date of that discretionary

decision. Upon receipt of such notice, the FWC shall cease providing services under this Contract for any period during which funding is unavailable or discretionarily withheld.

In the event any party to this Contract either fails to appropriate or budget sufficient funds, or is unable to appropriate or budget sufficient funds, to meet all of its obligations under this Contract, then this Contract may terminate upon ninety (90) days notice. If funding is not available to make the required payments during this 90-day notice period, the County shall so state in the notice and provision of services under this Contract shall cease immediately upon the FWC's receipt of the notice.

10. LIABILITY

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, and for injury or property damage attributable to the acts or omissions of that party. However, nothing contained herein shall be construed as a waiver by either party of its sovereign immunity, as defined in Section 768.28, Florida Statutes, or any other law providing limitations on claims.

11. PROHIBITION OF DISCRIMINATORY VENDORS

In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

12. TERM

This Contract shall begin upon execution by both parties and shall end one year from the date of execution, inclusive. In accordance with Section 287.058(2), Florida Statutes, the FWC shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract nor after the termination date of the Contract.

This Contract shall be automatically renewed annually for five (5) one (1) year renewal terms, unless otherwise terminated in accordance with its terms. Additional annual renewals may be provided by amendment to this Contract.

13. TERMINATION

FWC's failure to perform timely as required by the Contract, or otherwise to comply with the terms, conditions, and specifications herein shall constitute a default, and the Contract may be terminated at the discretion of the County. FWC agrees that termination of this Contract by the County shall not waive any right or rights which the County may have against FWC for the breach of any term of this Contract.

Either party may terminate this Contract by giving written notice to the other party specifying the termination date, by certified mail, return receipt requested, at least (30) days prior to the termination date specified in the notice.

14. FINANCIAL AUDITING.

Both parties shall maintain such records, accounts, and financial records as are deemed necessary by both the County and FWC to assure a proper accounting record. At reasonable intervals during regular business hours, parties to this Contract and their duly authorized representatives shall have the right to audit, examine and make excerpts in transcripts from both parties' records with respect to matters covered in this Contract.

In the event funds paid to either party under this Contract are disallowed because of accounting errors or charges not in conformity with this Contract, either party shall refund promptly such disallowed amounts to the other party as the case may warrant.

15. NO WAIVER.

No waiver of any provision in this Contract shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

16. COUNTERPARTS.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute the same Contract.

17. COMPLIANCE WITH ALL APPLICABLE LAWS.

The parties agree to comply with all applicable federal, state and local laws in regard to this Contract, including, but not limited to, the Maritime Transportation Security Act of 2002 (MTSA); Section 311.12, Florida Statutes; Chapter 28A, Code of Miami-Dade County; Port of Miami Terminal Tariff No. 010.

18. INDEPENDENT CONTRACTOR RELATIONSHIP

FWC and all of its employees and subcontractors is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to FWC's sole direction, supervision and control. FWC shall exercise control over the means and manner in which it and its employees perform the work, and in all respects FWC's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

FWC does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Contract.

19. NO ASSIGNMENT OR SUBCONTRACTING

No party shall assign or subcontract its rights or duties under this Contract without the consent of the other party and any such attempted assignment shall be void.

20. INSURANCE

The FWC warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to FWC's officers, employees, servants and agents while acting within the scope of their employment with FWC.

21. NOTICES

All notices required or permitted to be given under the terms and provisions of this Contract by either party to the other shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, to the parties as follows:

As to the County or Seaport Department:
Port Director
Miami-Dade County Seaport Department
1015 North America Way, Suite 200
Miami, Florida 33132

As to FWC:
Major Brett Norton
Fish and Wildlife Conservation Commission
Division of Law Enforcement
8535 Northlake Boulevard
West Palm Beach, Florida 33412

or to such other address as may hereafter be provided by the parties in writing. Notices by registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt. Hand delivered notices shall be deemed received by FWC when presented to the local management representative of FWC.

22. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

23. MANNER OF PERFORMANCE

The Contractor shall provide the Scope of Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Contract. The County shall be entitled to a satisfactory performance of the Scope of Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Scope of Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

The Contractor agrees that at all times it will employ, maintain and assign to the performance of this Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

24. ENTIRE AGREEMENT.

This Contract incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Contract constitutes the entire understanding and agreement between the parties and supersedes previous agreements and representations whether oral or written.

Remainder of page left blank intentionally

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed through their duly authorized signatories on the day and year last written below.

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

By:_____
George M. Burgess, County Manager

_____
Date

Approved as to form and legal sufficiency:

_____
Assistant County Attorney

Attest:

_____
Clerk of the Board

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

By:_____
Kenneth D. Haddad, Executive Director or designee

_____
Date

Approved as to form and legal sufficiency:

_____
FWC Attorney

STATE OF FLORIDA
COUNTY OF LEON

SUBSCRIBED AND SWORN TO before me on this _____ day of _____, 20 ____, who is known to me personally

_____
NOTARY PUBLIC-STATE OF FLORIDA
Printed Name: _____
My commission expires: _____

List of attachments/exhibits included as part of this Contract:

Attachment A: Scope of Services

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ATTACHMENT A
SCOPE OF SERVICES

TASK 1 – Provide Waterborne Security Patrols:

The Port of Miami has submitted documentation to the United States Coast Guard to comply with the waterborne security requirements of 33 CFR, Part 105, Maritime Security: Facilities. In compliance with that submission, the Port of Miami is requesting to enter into a contractual arrangement with FWC to provide waterborne patrols according to the following MARSEC Levels:

MARSEC Level 1: The waterborne security patrol will deploy one patrol boat, staffed with a sworn law enforcement officer to monitor the facility's waterside areas, vessels, and areas surrounding vessels, 10 hours/day, 7 days/week. The predominant schedule for waterborne security patrols will be concentrated during the days and hours when passenger cruise vessels are berthed at the Port of Miami, but shall include cargo areas of the port to ensure a high visibility security and law enforcement presence in the waters surrounding the facility.

MARSEC Level 2: The waterborne security patrol will use one patrol boat, staffed with a sworn law enforcement officer to monitor the facility's waterside areas, vessels, and areas surrounding vessels, 16 hours/day, 7 days/week. The predominant schedule for waterborne security patrols will be concentrated during the days and hours when passenger cruise and/or cargo vessels are berthed at the Port of Miami. Patrols will be coordinated to ensure a high visibility law enforcement presence in the waters surrounding the facility.

MARSEC Level 3: The waterborne security patrol will use two patrol boats, staffed with sworn law enforcement officers to monitor the facility's waterside areas, vessels, and areas surrounding vessels, 24 hours/day, 7 days/week. The Port of Miami will coordinate additional deployment and assistance by sworn personnel from the Miami-Dade Police Department, and/or other law enforcement agencies with marine patrol responsibilities in the vicinity of the Port of Miami. Patrols will be coordinated to ensure a high visibility security and law enforcement presence in the waters surrounding the facility.

Law Enforcement Activities:

1. Officers shall provide high visibility patrol of the waters of the Port of Miami (POM) in specific areas and at times designated by the County in accordance with this agreement and a standard operating procedure provided to and approved by the County and FWC, which shall conform to FWC Division of Law Enforcement policies and directives.
2. Officers shall perform law enforcement duties in order to deter security breaches in the vicinity of certain designated areas and/or possible targets as determined by the County and FWC.
3. Officers shall take appropriate law enforcement action as necessary to maintain security and general law and order in the designated waters of the Port of Miami. Such actions shall conform to the Code of Federal Regulations, Florida State Statutes and Florida Administrative Code as well as any Policy, Procedure or General Order of the Florida Fish & Wildlife Conservation Commission (FWC).
4. Officers shall make every reasonable effort to familiarize themselves with the general operation of the various entities within the Port of Miami to better determine activities that are suspicious or irregular.
5. Officers shall make efforts to communicate with individuals regularly employed within the Port of Miami.

TASK 2 – Provide Equipment Necessary for Waterborne Security Patrols:

1. To the extent possible, officers shall conduct water patrol activities in a marked patrol vessel provided by FWC. In addition, officers shall use radios provided by the County.
2. The County shall make reimbursement to FWC on an hour per hour basis based on engine hours. (Vessels provided by FWC)
3. FWC officers shall use law enforcement vehicles, vessels, uniforms and equipment provided by FWC.
4. In addition to an FWC issued sidearm, there may be a shoulder weapon (rifle or shotgun) on each vessel during water patrol activities. Such weapon shall be provided by FWC.

TASK 3 – Scheduling:

1. The County shall provide to FWC the County Daily Dock Report. All changes to this schedule are made every 24 hours.
2. FWC shall schedule personnel for proper coverage of security patrols according to information provided by the County.

FEE SCHEDULE

It is anticipated that waterborne security patrols pursuant to this Contract will be 70 hours per week at MARSEC Level 1, 112 hours per week at MARSEC Level 2 and 168 hours per week at MARSEC Level 3. These anticipated hours are in addition to transit hours described in paragraph one under "Duty Hours."

Officers and Investigators shall generally conduct waterborne security patrols. However, to ensure that every shift is covered, Supervisors are authorized to provide such patrols as are necessary to maintain proper security in accordance with this Contract.

Officers/Investigators:

Officers and Investigators shall be paid at an overtime rate of time and a half. The estimated average is $24.00 per hour.

Supervisors:

1. Any Lieutenant or Captain working in the capacity of a patrol officer shall be compensated at a flat rate of $30.00 per hour regardless of rank.
2. Any Lieutenant acting in the capacity of a Port of Miami Waterborne Security Detail Supervisor shall be compensated at a flat rate of $32.00 per hour. The estimated number of hours for this is between 10-15 hours per week.
3. Any Captain acting in the capacity of a Port of Miami Waterborne Security Detail Commander shall be compensated at a flat rate of $35.00 per hour. The estimated number of hours for this is between 5-10 hours per week.

Administrative Support:

Any FWC administrative or support staff employee providing clerical support for scheduling, time reporting, statistical analysis or other administrative support shall be compensated at an overtime rate of time and a half. The estimated average is $18.50 per hour. The number of hours for this effort will not exceed 10 hours per week.

Vessels:

In the event that an FWC vessel is required to be used for Port of Miami waterborne security patrol pursuant to this Contract, FWC shall be compensated according to established engine hour rates. The current rates are as follows:

Engine Size	Rate
115 H/P	$16.56
135 H/P	$19.44
150 H/P	$21.60
200 H/P	$28.80
225 H/P	$32.40

Vehicles:

As set forth in section 6, paragraph 1, FWC shall be compensated for the use of state owned vehicles according to established vehicle mileage rates. The current rate is .445 cent/mile.