INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND VILLAGE OF PALMETTO BAY FOR LOCAL POLICE 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"), Miami-Dade County, Florida (hereinafter referred to as "MDC"), and its law enforcement division, the Miami-Dade County Police Department (hereinafter referred to as "MDPD" to include its successor.)

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, MDPD law enforcement personnel will be responsive to the residents, businesses and visitors of the Village, and it will work cooperatively with the Village to 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 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, MDC's interest is to develop a relationship based on principles of professionalism and cooperation in order to effectively serve the Village and its citizens, and

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

1. MDC law enforcement employees shall be responsive to the citizens of the Village.
2. MDC law enforcement employees shall work cooperatively with Village organizations in a problem-solving mode to maintain the safety and welfare of Village's residents and visitors.
3. MDC shall provide at a reasonable cost, efficient, high-quality, appropriate law enforcement services supported by technology that furthers the goals and expectations of the Village and MDC. New technology shall be implemented as it becomes available, in a manner that follows the MDC's existing scheduled implementation plans, unless otherwise mutually agreed upon by the parties.
4. MDC shall provide a high service level of police services within the Village's 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 limits of the Village to the extent and in the manner agreed upon by the parties.

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

ARTICLE I

PURPOSE AND INTENT

MDC shall provide to the Village competent, courteous, lawful, efficient and effective local police services, as specified and for the term prescribed in this Agreement. The Village will pay for, and cooperate with MDC in the provision of those law enforcement services.

The Whereas Clauses express the intent of the parties and are incorporated into this Agreement.

ARTICLE II

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

Director shall mean, the Director of the Miami-Dade Police Department.

Deputy Director shall mean, the Deputy Director of the Miami-Dade Police Department.

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

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

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

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

Fringe Benefits shall mean, benefits afforded employees of the Miami-Dade Police Department, including FICA, MICA, Retirement and all associated insurance and longevity payments. Worker's compensation insurance, general liability insurance and police professional liability insurance are billed based on the total budgeted position count.

Patrol Activity or Activities shall mean, those diverse activities directed toward the attainment of the objectives of enforcing the law, preventing and deterring crime, arresting criminal offenders, maintaining public order, and providing service to the community. Such

activities include, but are not limited to, directing and enforcing traffic laws, responding to emergency and non-emergency calls for service, conducting field interviews, arresting criminal offenders, issuing traffic citations and reporting quality of life issues.

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

Patrol Unit shall mean, one marked patrol car/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 shall mean, the standard equipment package for a marked police vehicle, which includes but is not limited to: light bar, computer mount, mobile computer, etc.

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

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

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

Strategic Planning and Development Section **(SPDS)** shall mean, a section within the MDPD that provides assistance to municipal governments, other MDC 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.

Village Commander shall mean, a designated Police Major, Captain or next lower ranked position, who at the Director's discretion, 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 and shall be responsive to the Village Manager in the same manner as would the Chief of a municipal police force, while following all MDC/MDPD policies, procedures, directives and guidelines and the chain-of-command.

Village Official(s) shall mean, the Council members, Village Manager, Village Attorney, and employees of the Village, and their designees.

ARTICLE III

LOCAL POLICE PATROL SERVICES

MDPD shall provide comprehensive local police patrol services, as set forth in this Agreement in accordance with Florida Statutes and the MDC 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 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 C**. The police officers assigned to this GIU shall be responsible for criminal investigations not assigned to the central specialized investigative units.

3.2 Patrol personnel will conduct watch orders upon formal request of a Village resident, property owner or business owner in the Village. A written Watch Order will constitute a minimum of two (2) visual and physical checks by a uniformed patrol unit of a residence, business, or other location to include the perimeter area within a 24-hour period. The physical check will be documented on the Daily Activity Worksheet as to the time and location.

3.3 Patrol personnel will respond to all calls-for-service within the Village; such as, but not limited to, traffic crash, burglar alarm signals and calls of suspicious activity at locations in the Village. The Village Manager shall have the ability to modify the police response protocols for non-emergency calls for service. The Village understands that when all calls for service within the Village are dispatched and responded to by Village patrol units, the average response time may increase. 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.

3.4 At the request of the Village Manager, the Village Commander or designee shall be available to attend each regular, quarterly Village Hall meeting and special Village council meeting, as requested by the Village Manager or his/her designee.

3.5 The MDPD will strive for an annual average emergency call dispatch time of no more than ninety (90) seconds. The emergency response time for a patrol unit begins when the dispatch is received and ends when the unit takes an arrival on the air. The patrol unit's travel time goal should be five (5) minutes or less. While maintaining safe operations, the combined average emergency response time of six (6) minutes and thiry (30) seconds or less shall be the response goal for the term of this Agreement. In no instance shall the average emergency response

time exceed the departmental average goal of eight (8) minutes. The average emergency response time will be re-evaluated on an annual basis to establish an appropriate emergency response time.

3.6 The MDPD will strive for an average non-emergency time goal of 15 minutes or less; however, in no instance shall the average non-emergency response time exceed the departmental average of thirty (30) minutes.

3.7 Follow-up investigations for the General Investigations Unit (GIU) - The GIU shall make every reasonable effort to maintain an average response time for detectives to arrive at a crime scene, that shall not exceed one (1) hour, as described in **Exhibit C**, unless amended by the Village Manager, in consultation with the Village Commander.

3.8 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 and shall advise the Village Manager per protocols established by the Village Manager.

3.9 Patrol personnel shall remain within the Village's boundaries during their assigned shift unless dispatched outside the Village boundaries by the Village Commander or his/her designee. A record of these authorized dispatches outside the Village's boundaries shall be kept by the MDPD Communications Bureau and may be reviewed at any time by Village Manager, upon request. 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.

3.10 MDC will provide dispatch response, manage the 911 system, and provide communications support to MDPD personnel assigned to the Village, consistent with what is provided to the County.

3.11 Nothing in this contractual Agreement is intended to usurp the authority of the MDPD policies and procedures and the MDC collective bargaining Agreements. The Village, MDPD, or its officials will not involve themselves in negotiating with any collective bargaining unit, direct MDPD personnel to conduct unlawful activities, utilize law enforcement information provided by MDPD in an official capacity for personal use, or direct police personnel to deliberately contradict the established MDPD policies and procedures. In addition, nothing herein is intended to usurp the authority of the Village, its policies, procedures and Charter.

3.12 MDPD shall continue to maintain a grid system that corresponds to the boundaries of the Village. 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. The Village Commander, with the recommendation of the Village Manager, will have the ability to redefine the grids as necessary. The Village Commander shall present an annual crime report to the Village Council. The Village Commander or designee shall deliver other reports to the Village Council upon the request of the Village Manager.

3.13 MDPD shall provide all reports identified in Article XVI.

3.14 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, MDC Noise Ordinances, potholes, debris or 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.

3.15 MDPD will enforce Village Ordinances with criminal penalties, at the sole discretion of the Village, MDPD shall enforce civil Ordinances, and false alarm Ordinances adopted by the Village. The Village shall provide the MDPD Police Legal Bureau with any draft Ordinances that include an enforcement component subject to MDPD enforcement and MDPD shall advise the Village if MDPD can enforce the Ordinance prior to the Village's adoption of the draft regulations. MDPD shall not be obligated to enforce Ordinances that it advises are unconstitutional. The Village understands that it must contract with the Office of the State Attorney (SAO) for the prosecution of Village or MDC criminal Ordinance violation cases. In all instances where there is both a Village Ordinance and a state statute for the same charge, the state statute will be charged.

The Village agrees and understands that MDC is not responsible for any filing fees for Village or MDC criminal Ordinance violations nor any costs encumbered by the SAO for prosecuting Village or MDC criminal Ordinances. MDPD shall coordinate attendance of MDPD officers assigned to the Village to appear at Village Special Master hearings on any civil penalty violations or at County or circuit court on criminal violations. MDPD will assist the Village's code enforcement officers with enforcement of Village code violations, including utilizing appropriate state laws, accompanying a Village code enforcement officer on a call, writing reports of observations of violations of the Village's code and attendance at hearings.

3.16 Upon assignment to the Village, newly transferred personnel shall be trained and become knowledgeable regarding the Village's Ordinances and priorities. As

officers are assigned to the Village, they shall be issued a vehicle/motorcycle/equipment within thirty (30) days of assignment.

3.17 MDPD personnel assigned to the Village shall 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, if applicable.

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

4.5 The Village has enacted a Municipal Alarm Ordinance. The Village shall be entitled to all fees and fines associated with the False Alarm Program. The Village shall be responsible for all maintenance and enforcement of such services. The Village may request that MDPD administer their False Alarm Program. The Village shall provide a forty-five (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 At Village's sole discretion, the Village shall 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 **Exhibit E** and may be adjusted and modified on a yearly basis. Support services shall include but not be limited to:

5.1 **Professional Compliance Bureau** records, registers, conducts and controls investigations of complaints against MDPD employees. Supervises and controls the investigations of alleged or 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, employment ads, test and validation services, Florida Basic Abilities Test and polygraph examination administered to applicants during the selection and hiring process to determine the eligibility of police and other support personnel.

5.3 **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 **Miami-Dade Public Safety Training Institute** 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 F** 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, forms, supplies, and vehicles in good working condition, communication facilities 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.

6.3 Regular routine and special supplies, such as paper, stationery, notices, forms, business cards, etc. (all office/business related items) must be issued to the Village, and the cost shall be incurred by the Village.

6.4 Knowledge of law enforcement related Village Codes and local Ordinances is required.

ARTICLE VII

CONSIDERATION

For local police services:

7.1 The Village shall make payments to MDC quarterly. The Village shall consult with MDPD prior to annual adoption of its budget to arrive at a mutually acceptable charge for the services to be delivered by MDPD. MDPD shall invoice the Village after the first day of the following month after the end of each quarter for services rendered the previous quarter. All payments shall be in accordance with Florida Local Government Prompt Payment Act, Chapter 218, s. 218.73 and s. 218.74.

7.2 MDPD will provide the Village with a monthly expenditure summary report no later than the thirtieth (30th) of the following month, from the County's financial system.

7.3 The Village's payment for local police services shall be based on the staffing level in **Exhibit B**, 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.

7.4 Payment by the Village for optional services will be based upon actual costs 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 (**Exhibit E**). MDC will invoice the Village on a quarterly basis for optional services. Payments for optional services are due no later

than the thirtieth (30th) day from invoice date by the Village. All non-mandatory training of Village officers requires prior approval by the Village Manager.

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

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

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

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

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

7.10 The MDPD agrees to provide public records at the Village's request that may assist the Village in its preparation of any law enforcement related federal and state grant applications. Such records will be provided pursuant to law and applicable MDC and MDPD policies and procedures. Both the Village and the MDC may share information with respect to identifying law enforcement related grants that may be pursued by either agency. Any programs funded by grants received by MDPD that are implemented in MDPD's District Stations for local patrol activities may also be implemented for the Village's Police Unit. Such programs will be implemented on a prorated basis as best approximated by the proportion of the number of sworn police officers being funded by the Village to the number of funded sworn police officers serving solely UMSA not including other contract municipalities or other special assignments not related to local patrol activities, as applicable. MDPD will obtain the Village's approval before applying for any grants that may support MDPD's patrol activities and require the Village to participate and provide matching funds.

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 use the Village Hall/Police Station located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157.

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, **Exhibit E**, and paid by the Village. MDPD shall provide the Village with a non-emergency phone line dedicated to the Village. MDC will work cooperatively with the Village to determine the best method and cost of implementing this provision.

8.3 The Village has established a police station with appropriate equipment. 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 be responsible for items such as space rental, furniture, fixtures, regular telephones, capital equipment and utilities. In the event the Village exercises the co-location option, the contract support fees (**Exhibit E**) to the Village, specified in the Facilities Maintenance Section shall be adjusted accordingly to include electrical service, water and sewer service, waste collection, janitorial service, building leases and telephone.

ARTICLE IX

COMMAND STAFF

9.1 MDPD recognizes the importance of the Village Commander in the provision of law enforcement services to the Village, and will make every effort to designate 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.

9.2 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, and Captains and may include the next lower ranked position if no acceptable candidates are available. Prior to selection, the Village Manager shall solicit input and concerns from the Director prior to the designation of the Village Commander. The Director or designee shall advise the Village Manager of any nominees who have elected to participate in the

Deferred Retirement Option Program (DROP). In the event of a vacancy in the Village Commander position, the above selection process will be followed.

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

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

9.5 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.

9.6 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/her designee.

9.7 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.

9.8 Upon request of the Village Manager, the Village Commander shall attend Village Hall meetings to discuss community policing issues.

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 MDPD Departmental Manual and pertinent directives.

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

10.4 The Village may utilize as sworn law enforcement officers certified 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 and control of the services rendered, standards of performance, discipline of personnel, all personnel-related matters and other matters incident to the performance of the services, duties and responsibilities, as described and contemplated in this Agreement.

11.2 The Village Commander, after consultation with the Village Manager, shall have the discretion to assign new personnel and to transfer or reassign any personnel assigned to the Village pursuant to departmental policies and collective bargaining Agreements. MDPD will not make arbitrary staff changes. Transfers may be made for promotional, career opportunity, at the request of the employee, or at the discretion of the Director or designee. To ensure continuity of service, positions of the rank of Lieutenant or above may be discussed and considered by the Village Manager, in consultation with the MDPD Director, or their designee. Transfers of personnel with the rank of Lieutenant or above may be discussed and considered by the Village Manager, in consultation with the Director, or his/her 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. The Village shall not be required to fund the position of Captain unless the Village opts to include a Captain in the staffing level. However, at no time shall the staffing level be less than the determined minimum number of requisite positions mutually agreed upon and reflected in **Exhibit B**. 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, Family Medical Leave Act and Parental Leave. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsibility of the Village. The Village Commander, in consultation with the Village Manager, shall have the option to replace staff due to extended leave issues such as; light duty, disability, Family Medical Leave Act and Parental Leave, if those incidents are 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. This Agreement shall re-open in order for the parties to re-negotiate the staffing structure and any resulting adjustments to the consideration upon the Village filing a formal application for annexation with MDC.

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.

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 his/her 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 immediately. However, such a vacancy in the Village shall not exceed ninety (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 MDC.

11.11 Nothing in this Agreement is intended to usurp the authority of MDPD policies and procedures and the MDC collective bargaining Agreements. The Village or its officials will not involve themselves in negotiating with any collective bargaining unit, direct MDPD personnel to conduct unlawful activities, utilize law enforcement information provided by MDPD in an official capacity for personal use, interfere with or obstruct any MDPD internal/administrative investigations directed towards MDPD employees or direct police personnel to deliberately contradict the established MDPD policies and procedures.

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

example; paper, video/audio tape, disk, electronic, etc.) or the records/data storage device (for example; computer, personal digital assistant, mobile telephone, flash drive, etc.). Furthermore, the Village agrees to allow and provide access to these records/data storage media and devices even if they are owned by the Village. In those situations where it will be necessary for MDPD to remove a records/data storage device for further analysis, MDPD will provide a suitable and reasonable replacement so as not to hinder the ability of MDPD employees to provide services to the Village. Such replacements will be provided as soon as reasonably possible. The Village understands, agrees and will allow the immediate removal and securing of records/data media and/or storage devices used by MDPD employees in order to preserve the records/data contained therein. Additionally, MDPD will format all newly assigned devices, and remove all MDPD proprietary software prior to the equipment being released back to the Village.

ARTICLE XII

EMPLOYMENT; AUTHORITY TO ACT

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

12.2 Every sworn police officer of MDPD assigned to the Village shall be deemed to be a sworn police 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 police officers of MDPD shall be, and hereby are, vested with the additional power to enforce the Ordinances of the Village, to make arrests incident to the enforcement of MDC and Village Ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers.

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

ARTICLE XIII

OVERTIME DETAILS AND SPECIAL ASSIGNMENTS

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

13.2 The Village Manager will make every effort to notify the Village Commander, in writing, at least fourteen (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 its 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 that additional police services are provided, on an off-regular-duty basis, pursuant to **(Exhibit G)** the MDC Administrative Order 7-15, Rates for Special Off-Duty Services, as it is revised from time-to-time.

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

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

ARTICLE XV

SPECIAL EQUIPMENT PROVISION

15.1 ***Patrol Vehicle Exterior Appearance:*** Each patrol unit may prominently display on the vehicle exterior at a location to be designated by MDPD, and agreed upon by the Village Manager, the legend "Village" and the Village seal in accordance with the vehicle markings depicted in **Exhibit H**. A substantial change to the design and, or, graphics of MDPD marked patrol unit shall require the approval of both the Director and the Village Manager.

15.2 ***Village's Option to Purchase Marked Vehicles and Transfer Title to MDC:*** Marked 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 vehicle

specifications, as they may change from time-to-time. If the Village elects to purchase marked vehicles, the Village will notify MDC no later than June 1 of each calendar year in order for MDC and the Village to coordinate the transition of the existing vehicles with the Village-provided marked vehicles for the following fiscal year. If the Village elects to directly purchase these marked vehicles, the title for these vehicles purchased by the Village may be subsequently transferred to MDC for the sum of one dollar for each. For the duration of the Agreement, the Village will be responsible for performing the maintenance of these vehicles (that were originally purchased by the Village and subsequently titled to MDC) while they are covered under the manufacturer's warranty. MDC will perform routine maintenance and repairs on these vehicles after the manufacturer's warranty expires. All costs associated with the maintenance of and any damages to these marked vehicles while in use for the Village will be the responsibility of the Village. The Village will be responsible for replacing these marked vehicles as they are retired, or shall utilize MDPD-provided marked fleet vehicles, incurring all associated costs (e.g., policy charges, maintenance, repairs, etc.). Marked vehicles that were originally purchased with Village funds and subsequently titled to MDC needing retirement will be identified by MDC according to MDC policies. MDPD will notify the Village of the number of vehicles anticipated for retirement and options available to the Village to replace vehicles with MDC vehicles according to reports provided by MDC Internal Services Department. Retired marked vehicles that were originally purchased by the Village will be transferred back to the Village for the sum of one dollar for each vehicle.

15.3 ***"Totaled" or Irreparable Marked Vehicles Purchased by the Village and Titled to MDC:*** In the event that a marked vehicle that was originally purchased with Village funds and subsequently titled to MDC is damaged beyond repair or "totaled" according to MDPD criteria, title will be transferred back to the Village. The "totaled" marked vehicle will be replaced with a vehicle that is, at minimum, similar in terms of make, model, age, mileage, and condition. MDPD will replace the vehicle from the existing MDPD fleet or the Village will provide a replacement vehicle. If MDPD replaces the vehicle from its existing fleet, all maintenance and charges associated with that vehicle will be incurred by the Village.

15.4 ***Transition of Marked Vehicles Originally Purchased by the Village after Expiration or Termination of Agreement:*** After expiration or termination of the Agreement, and if there is no renewal of the Agreement, MDC agrees to transfer title to all marked vehicles originally purchased with Village funds back to the Village for the sum of one dollar for each and provide the Village with copies of all current maintenance records. The sale of these vehicles back to the Village will be phased in during the transition period as provided in Article XXVI. MDPD will continue to own, operate and maintain possession of any of these vehicles during the transition period when necessary to supply patrol officers with vehicles in order to maintain services pursuant to this Agreement. In the event that a vehicle that was originally

purchased by 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.

15.5 ***Village's Option to Purchase Vehicles and Maintain Title:*** The Village may purchase vehicles for use by the Policing Unit and retain title. Such vehicles must meet any minimum performance or safety standards and specifications required by MDC. The Village is responsible for all routine maintenance and repairs of these vehicles and the associated costs. In the event that a Village-owned vehicle is damaged beyond repair or "totaled" or needs to be retired according to MDPD criteria, the Village will replace the vehicle with a vehicle that is similar in terms of make and model. If a Village-owned vehicle has been "totaled", or has been identified by MDPD as needing retirement, the condition of the replacement vehicle must be acceptable for MDPD's use according to MDPD policies. MDPD will notify the Village of the number of vehicles anticipated for retirement. In the event the Village is not able to provide a replacement vehicle and MDPD needs to replace a vehicle from its existing fleet in order to meet its contractual commitments, all maintenance costs and charges associated with that vehicle will be incurred by the Village. If the Village elects to purchase vehicles the Village will notify MDC no later than June 1 of each calendar year in order for MDC and the Village to coordinate the transition of the existing vehicles with the Village-provided vehicles for the following fiscal year. MDPD will continue to operate and maintain possession of any of these vehicles during the transition period referred to in Article XXVI when necessary to supply officers with vehicles in order to maintain services pursuant to this Agreement.

15.6 ***Village Patch:*** Each uniform may have, as a minimum, a unique and distinctive police uniform patch, which will be utilized as the Village 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.

15.7 ***Uniform Pins:*** Each uniform may have a unique and distinctive pin made part of the officer's nameplate, or placed below the officer's nameplate, and utilized as the Village 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.

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

15.9 ***Uniform and Uniform Accessories Standards:*** Any changes to the uniform or uniform accessories not previously mentioned in this article shall require the approval of the MDPD Appearance Standards Committee (ASC). The ASC 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.

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

ARTICLE XVI

REPORTING

16.1 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 (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.

Upon request, MDPD shall provide the following reporting services to the Village:

16.2 ***Annual Reports.***

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

16.2.2 ***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

twenty (20) days of the preparation of the report by a MDC auditor or delivery of the report to the MDC by an outside auditor.

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

16.3 ***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.

16.4 ***Dispatches Outside of Village Boundaries.*** A record of these authorized dispatches outside the Village's boundaries will be kept by the MDPD Communications Bureau and reviewed with the Village Manager, upon request.

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

16.6 ***Forfeiture Reports.*** The MDPD Police Legal Bureau shall submit a biannual report detailing forfeiture activity occurring within Village boundaries and involving law enforcement personnel assigned to the Village for the calendar year. The report shall include a description and estimate of value of properties seized and whether or not disposition has been adjudicated.

16.7 ***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.

16.8 ***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.

16.9 ***Notification of Significant Situations or Cases of Interest to the Village.*** The Village Commander, or designee, will notify the Village Manager, or his/her designee, and appropriate MDPD chain-of-command personnel, in the event of a significant criminal occurrence or emergency situation within the Village. The Village of Commander and Village Manager shall designate what they consider "significant" by a memorandum, signed by each.

16.10 ***Routine Reports and Specific Records Requests.*** MDPD will provide monthly, quarterly, and yearly reports regarding criminal activity, workload indicators, and crime statistics, and other information regarding law enforcement services provided to the Village, as well as ad hoc reports when requested by the Village Manager. MDPD will also provide copies of specific records requested by the Village Manager that pertain to the actions of Village's contract personnel while performing duties for the Village. Such records will be provided to the Village at no additional cost and in accordance with applicable laws and with MDPD/ MDC policies and procedures.

16.11 ***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.

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

ARTICLE XVII

TOWING AND STORAGE

17.1 MDPD will continue to utilize the existing MDC contract for towing and storage 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 the specifications and requirements outlined by MDPD for towing contractors.

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

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

ARTICLE XVIII

FORFEITURES

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

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

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

18.4 The Village's share of any forfeited property obtained through successful forfeiture proceedings will be based solely upon the ratio that the participation of the law enforcement personnel assigned to the Village bears to the participation of all law enforcement agencies participating in the seizure of the property in accordance with State and Federal law. Per MDPD policy, the Village is to be considered a separate law enforcement agency when determining its 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 the forfeiture proceedings, 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/or MDPD and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which MDC and/or MDPD 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 and/or MDPD 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 and/or MDPD 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 and/or MDPD of each claim, cooperate with MDC and/or MDPD in the defense and resolution of each claim, and not settle or otherwise dispose of the claim, demand, suit, or cause of action without MDC's and/or MDPD's participation; provided, however that where MDC and/or MDPD defends the Village, pursuant to this paragraph, MDC, and/or MDPD, in its sole discretion, may utilize MDC's 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

21.1 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 his/her 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:

21.2 ***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 MDC.

21.3 ***Preplanned Event:*** When a mobilization is necessary for large-scale events outside the Village's jurisdiction, such as Free Trade of the Americas, Presidential Debate or an Elections security detail, the Village is under no obligation to mobilize their personnel. With the approval of the

Village Manager, personnel assigned to the Village may be utilized for out-of-Village events, provided that MDPD agrees to reimburse the Village for all costs associated with the use of their personnel. Should an event impact the Village; personnel assigned to the Village shall be utilized in consultation with the Village Manager.

21.4 ***Countywide Event or Incident:*** This type of mobilization may be implemented for hurricanes or other weather events or incidents such as a civil disturbance or 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 and Division Chief of all issues, concerns and situations that may impact the Village. Once the event has passed or no longer affects the Village, a decision to demobilize must be considered. The Village Commander will confer with the Village Manager to determine the feasibility of remaining mobilized. This decision must be based on all factors that impact public safety within the Village, as well as surrounding or adjacent areas. After evaluating all available information, the Village Commander will then confer with his chain of command. The Village Commander, in conjunction with the Village Manager, will then make a decision whether to remain mobilized, demobilize, or institute modified staffing. As this is a joint decision, the Village Commander and the Village Manager must be mindful that a decision to demobilize prematurely may leave the Village vulnerable. Additionally, the Village shall be liable for any adverse incidents that occur in their jurisdiction as a result of the Village electing to demobilize prior to a demobilization order of personnel by the Director. 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 police officers.

21.5 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 breaching party, who must provide written notice to the party in breach and

which must include the following:

A. Description of the breach event in reasonable detail;
B. 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. A termination under this paragraph shall be effective three hundred sixty-five (365) days from the date of written notice of termination.

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

22.3 Either party may terminate this Agreement with or without cause by providing the other party with no less than 365 days written notice of the termination. Notwithstanding any other provisions of this Agreement, neither party shall terminate without cause during the last twelve (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 Village 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, if applicable, MDPD personnel assigned to the Village may provide certain services according to the fee schedule described in MDC 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 MDC 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.

This Agreement, by and between the Village shall also be understood to acknowledge the following:

WHEREAS, Section 21-81 of the Code of Miami-Dade County ("Code") applies to all municipalities in the Miami-Dade County and is enforced, in part, through civil penalties under Section 8CC of the Code; and

WHEREAS, municipalities in the County may enforce the provisions of Section 21-81 of the Code, pursuant to Section 8CC-11 upon the adoption by the County and municipalities of an interlocal Agreement which contains (1) the sections of the Code which the Village is entitled to enforce, (2) the job title of the agents of the Village authorized to perform the enforcement functions, (3) the amount reimbursable to the County for administrative costs, (4) the amount of revenue reimbursable to the Village from any fine collected, (5) an Agreement to indemnify and hold the County harmless from and against any liability, actions or causes of actions related to the Village 's enforcement, and (6) contain a term not to exceed three (3) years; and shall be automatically renewed for an additional term not to exceed two (2) years; and

WHEREAS, the parties agree that it is in their mutual best interests and the best interests of the citizens of the County and the Village to have the Village enforce the provisions of Section 21-81 of the Code through Section 8CC.

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits derived here from and in compliance with Section 8CC-11 of the Code, the parties covenant and agree as follows:

I. CODE SECTIONS SUBJECT TO ENFORCEMENT

The Village is authorized to enforce Section 21-81 of the Code in accordance with the provisions of Section 8CC of the Code, including but not limited to the ability to issue civil violation notices under Section 8CC-10 of the Code for violations of Section 21-81(d)1 through and including 21-81(d)7 of the Code, within its municipal boundaries. Notwithstanding this authorization, nothing in this Agreement shall be

construed to limit, supersede, or remove the independent authority of the County to enforce such provisions.

II. **AUTHORIZED AGENTS**

All law enforcement officers as defined by Florida State Statute 943.10(1) that are employed by the Village are authorized by this Agreement to perform the enforcement functions outlined in, and in accordance with, this Agreement.

III. **AMOUNT REIMBURSABLE TO MDC FOR COSTS RELATED TO HEARINGS ON APPEALS**

The Village shall reimburse the County for the administrative costs as set for in Implementing Order 4-33, relating to the conduct of hearings on appeals from violations as outlined in Section I above and shall also be responsible for reimbursing the County for any attorney's fees and costs, including the costs of transcripts and clerical costs, if applicable, incurred in such proceedings. Such funds shall be payable to Miami-Dade County within thirty (30) days of receipt of an invoice for such services.

IV. **AMOUNT OF REVENUE REIMBURSABLE TO THE VILLAGE FROM THE FINE COLLECTED**

The Clerk of Courts will reimburse, on a quarterly basis, to the Village the fines collected from the issuance of civil violation notices for violations of the Miami-Dade County Code as set forth in Section 8CC. Prior to the reimbursement, the Clerk of Courts will deduct 17% - 20% from the fines collected for their administrative costs of processing the civil violation notices. Should the violator opt to enter the Miami-Dade County Diversion Program as set forth in Implementing Order 2-12, the County shall keep the entire processing fee paid by the violator.

V. **TERM OF AGREEMENT – CIVIL VIOLATION NOTICES**

This Agreement shall be in full force and effect from the date of the final execution by either party and shall continue for three (3) years and shall be automatically renewed for an additional term of two (2) years. At the expiration of the five (5) year period the County and the Village may enter a new interlocal Agreement as required by section 8CC-11 of the Miami-Dade County Code in order for the Village to continue its enforcement efforts.

ARTICLE XXIV

OPTION TO RENEW

24.1 The parties shall meet no later than March 30, 2024, 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 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. If parties are engaged in contract negotiation, the contract remains valid, past the expiration date, until a Notice of Declared Impasse is provided by either party in writing.

ARTICLE XXV

TERM

25.1 This Agreement shall be effective October 1, 2019, and shall expire at midnight on September 30, 2024, 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 for default or expiration of this Agreement, MDC and the Village shall cooperate in good faith in order to effectuate a smooth and harmonious transition from MDPD to a municipal police department. During the transition, the same high quality of police protection prescribed by this Agreement for the residents, businesses and visitors of the Village, shall be maintained. If parties are engaged in contract negotiation, the contract remains valid, past the expiration date, until a Notice of Declared Impasse is provided by either party in writing. At which point the 12-month Transition Period shall commence.

26.2 Upon the expiration of this Agreement relating to local Village Charter police and related support services, as required by Article X, Section X of the Village Charter, the transition period shall be no less than twelve (12) months, except for vehicles purchased by the Village and subsequently titled to the MDPD, which transition period shall be within the first twelve (12) months of such expiration of Agreement.

26.3 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 one hundred eighty (180) days.

26.4 Monthly compensation shall be paid to MDC during the transition period, shall be a 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

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

ARTICLE XXVIII

RECORDS, INSPECTION, AUDIT

28.1 MDC shall keep records with respect to the expenditure of funds paid by the Village and the services provided to the Village under this Agreement. All the records shall be retained by MDC 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 his or her designee, may inspect and audit the records upon reasonable notice to MDC. Reasonable notice should include a written request no less than seven (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/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's audit, MDC shall notify the Village Manager within fifteen (15) days of the receipt of the audit findings requesting an independent audit. The Village Manager and the County Mayor shall mutually agree to the selection of an independent auditor to review the audit and resolve the discrepancies. The auditor's fee will be paid by both parties equally.

ARTICLE XXIX

AUTHORITY TO EXECUTE; NO CONFLICT CREATED

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

ARTICLE XXX

AMENDMENTS

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

ARTICLE XXXI

NOTICE

31.1 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
Edward Silva
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

and
Village Attorney
Dexter Lehtinen
1111 Brickell Avenue
Suite 2200
Palmetto Bay, FL 33157

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

and
Director
Juan J. Perez
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

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

ARTICLE XXXIII

ENTIRE AGREEMENT

33.1 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.

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

33.3 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 insure to the benefit of and be binding upon, the respective parties' successors.

(Signature Page Follows)

ATTEST:

10/3/19

Missy Arocha Date
Village Clerk

VILLAGE OF PALMETTO BAY,
a municipal corporation

9/26/19

Edward Silva Date
Village Manager

VILLAGE OF PALMETTO BAY
INCORPORATED
2002

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Dexter Lehtinen Date
Village Attorney

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

MAURICE L. KEMP
DEPUTY MAYOR
MIAMI-DADE CTY. FL

for

Carlos A. Gimenez Date
County Mayor

11/1/2019

Juan J. Perez Date
Director
Miami-Dade Police Department

ATTEST:
HARVEY RUVIN, CLERK

COUNTY COMMISSIONERS
MIAMI-DADE COUNTY FLORIDA

Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Assistant County Attorney

Exhibit A

MIAMI-DADE POLICE DEPARTMENT
STANDARD SUPPORT EQUIPMENT FOR MARKED PATROL UNIT

Uniforms and Equipment

QUANTITY AUTHORIZED

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

Exhibit A

MIAMI-DADE POLICE DEPARTMENT
STANDARD EQUIPMENT ISSUED FOR PATROL UNITS

Uniforms and Equipment

QUANTITY AUTHORIZED

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

Exhibit A

MIAMI-DADE POLICE DEPARTMENT
STANDARD EQUIPMENT MAINTAINED IN ALL MARKED POLICE UNITS

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

Exhibit B
The Village of Palmetto Bay
Mutually Agreed Upon Minimum Number
Of Requisite Police Patrol Staffing

Job Classification	Quantity
Police Major	01
Police Lieutenant	01
Police Sergeant	05
Police Officer	30
Police Records Specialist	01
Police Station Specialist	01
Secretary	01
Total	**40**

Exhibit C
VILLAGE OF PALMETTO BAY
GENERAL INVESTIGATIONS UNIT

Section A

GENERAL INVESTIGATION UNIT REPONSIBILITIES:

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

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

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

Section B

GIU DETECTIVE CALL-OUT CRITERIA

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

Exhibit C
VILLAGE OF PALMETTO BAY
GENERAL INVESTIGATIONS UNIT CONT.

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 adult 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 to 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.

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 the Village.
- 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 DETECTIVE CALL-OUT CRITERIA (CONTINUED)

- All cases where a LoJack or a Teletrac signal is located inside a warehouse, container, or residence.
- Chop-shop located within in the Village.
- 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 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 & 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 & 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 Program 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
MIAMI-DADE POLICE DEPARTMENT
CONTRACT SUPPORT FEE

FISCAL ADMINISTRATION BUREAU
LOCAL PATROL SERVICES' CONTRACT SUPPORT (OVERHEAD)
FOR FISCAL YEAR 2018 - 2019 Based on FY 16-17 Actuals

CONTRACT OVERHEAD	FY 16-17 UMSA Actuals
Professional Compliance Bureau	6,605,912.98
Facilities Management Section	8,229,389.89
Personnel Management Bureau (Testing, Training and Records)	3,950,394.58
Psychological Services Section	613,378.10
Budget, Planning and Resource Management (Contracts)	2,586,704.38
Property and Evidence Bureau	3,522,713.27
Radio Maintenance and Installation	327,291.64
Telecommunications (Circuits 31018)	1,052,393.77
Telecommunications (Aircards 31009)	658,928.09
Training Bureau	9,393,534.26
Total	36,940,640.96
Village of Palmetto Bay LOCAL POLICE	**7,211,104.00**

Analysis Based on Total Personnel		**PB**
Professional Compliance Bureau	Based on Sworn Personnel	$102,191
Facilities Management Section	Based on Total Personnel	$0
Personnel Management Bureau (Eval and Testing)	Based on Total Personnel	$45,215
Psychological Services Section	Based on Sworn Personnel	$9,489
Budget, Planning and Resource Management (Contracts)	Based on Total Personnel	$0
Property and Evidence Bureau	Based on Items Received	$3,194
Radio Maintenance and Installation	Based on Sworn Personnel	$5,063
Telecommunications (Circuits 31018)	Based on Sworn Personnel	$16,280
Telecommunications (Aircards 31009)	Based on Sworn Personnel	$10,193
Trainees	Training Fee Per Officer	$208,735
Total		$400,360
Percent of NEW OH to Direct Cost		5.55%
Direct Patrol Costs		$7,211,104
FY 2018-19 Overhead Percentage per Contract		
OH % to Direct Costs		5.55%

Exhibit F
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 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 liaison between the Village and departmental elements. 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 Departmental Services Assistant Director is responsible for the Fiscal Administration Bureau which includes the Resource Management Services, Budget & Grant Services, Facilities Maintenance Section and Fleet Management Section; Central Records Bureau, which includes departmental automated systems, and criminal records; Communications Bureau, which includes communications (police radio 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 budget and all related MDPD funding sources. Additionally, the Bureau coordinates all departmental activities related to expenditure of funds; purchases, maintains and issues equipment; 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 service 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.

Exhibit F
VILLAGE OF PALMETTO BAY
LIST OF ANCILLARY MDPD SERVICES CONT.

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, 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 G
VILLAGE OF PALMETTO BAY
ADMINISTRATIVE ORDER
RATES FOR SPECIAL OFF-DUTY SERVICES

I.O. No.: 7-15

Ordered: 11/8/18

Effective: 11/8/18

MIAMI-DADE COUNTY

IMPLEMENTING ORDER

RATES FOR SPECIAL OFF-DUTY SERVICES

AUTHORITY:

Section 5.02 of the Miami-Dade County Home Rule Amendment and Charter and Section 2-56 of the Code of Miami-Dade County.

SUPERSEDES:

This Implementing Order (IO) supersedes Implementing Order 7-15, adopted October 1, 2013.

POLICY:

Section 2-56.1 through 2-56.10 of the Code of Miami-Dade County allows for the assignment of off-duty County personnel to provide special law enforcement services to persons engaged in activities or functions of which such services would reasonably be seen as necessary. It is the policy of Miami-Dade County that the rates to be charged for such services shall be adequate to compensate off-duty County employees for their services, and also to enable the County to recover the fringe benefits and administrative costs associated with these assignments.

EXHIBIT G
VILLAGE OF PALMETTO BAY
ADMINISTRATIVE ORDER
RATES FOR SPECIAL OFF-DUTY SERVICES CONT.

PROCEDURES:

The hourly rates will be paid to employees in accordance with the current Police Collective Bargaining Agreement.

TOTAL CHARGE TO PERMITTEE:

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

MINIMUM CHARGE:

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

EXHIBIT G
VILLAGE OF PALMETTO BAY
ADMINISTRATIVE ORDER
RATES FOR SPECIAL OFF-DUTY SERVICES CONT.

TIME OF SERVICE:

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

UTILIZATION OF VEHICLES:

The charge for the use of County vehicles in connection with off-duty assignments shall be four (4) dollars per hour or $.0565 per mile, whichever is greater. If special equipment such as boats or aircraft is involved, the department shall set charges based on known operating costs or upon prevailing private sector rates for such equipment.

COLLECTION OF FEES AND PAYMENT TO EMPLOYEES:

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

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

Approved by the County Attorney as

to form and legal sufficiency _____

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