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**RESOLUTION NO. 03-44**

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

**WHEREAS**, the Charter of the Village of Palmetto Bay provides that the Village will use the Miami Dade Police Department (MDPD) for the provision of police services; and

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

**WHEREAS**, MDPD law enforcement personnel should be responsive to the residents, businesses and visitors of the village, and it should work cooperatively with the village to deter crime, solve crimes and address emerging trends; and,

**WHEREAS**, MDPD 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

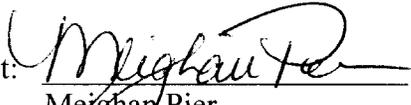
**WHEREAS**, the parties' interest is to develop a long standing relationship in order to effectively serve the village and its citizens, and

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

1            Section 1.    The Village Council approves and authorizes the Village Manager to  
2 execute the attached Interlocal Agreement between Miami-Dade County and the Village of  
3 Palmetto Bay for Local Police Services.  
4

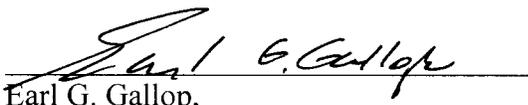
5            Section 2.    This resolution shall take effect immediately upon enactment.  
6

7            PASSED and ADOPTED this 5<sup>th</sup> day of May, 2003.

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9  
10 Attest:   
11            Meighan Pier  
12            Village Clerk

  
Eugene P. Flinn, Jr.  
Mayor

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15  
16 APPROVED AS TO FORM:  
17

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19   
20 Earl G. Gallop,  
21 Village Attorney

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23  
24 FINAL VOTE AT ADOPTION:

25  
26 Council Member Ed Feller                AYE      
27  
28 Council Member Paul Neidhart            AYE      
29  
30 Council Member John Breder              AYE      
31  
32 Vice-Mayor Linda Robinson              AYE      
33  
34 Mayor Eugene P. Flinn, Jr.                AYE      
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**INTERLOCAL AGREEMENT BETWEEN  
MIAMI-DADE COUNTY AND  
VILLAGE OF PALMETTO BAY FOR  
LOCAL POLICE SERVICES**

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

10           **WHEREAS**, the village is desirous of maintaining a high level of competent  
11 professional police service in conjunction and harmony with its fiscal policies of  
12 sound, economical management, and

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

15           **WHEREAS**, MDC law enforcement personnel should be responsive to the  
16 residents, businesses and visitors of the village, and it should work cooperatively  
17 with the village to deter crime, solve crimes and address emerging trends; and,

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

21           **WHEREAS**, the village is desirous of providing its daily police services  
22 through a contractual relationship with MDC, and

23           **WHEREAS**, the parties' interest is to develop a long standing relationship in  
24 order to effectively serve the village and its citizens, and

25           **WHEREAS**, MDC and the village would like to abide by the following  
26 principles:

- 27           1. MDC law enforcement employees should be responsive to the citizens of the  
28           village.
- 29           2. MDC law enforcement employees should work cooperatively with village  
30           organizations in a problem-solving mode to maintain the safety and welfare  
31           of village residents and visitors.

1 3. MDC should provide at a reasonable and predictable cost, efficient,  
2 high-quality, appropriate law enforcement services supported by technology  
3 that furthers the goals and expectations of the village and MDC. New  
4 technology shall be implemented in a manner that follows the county's  
5 existing scheduled implementation plans, unless mutually agreed upon by  
6 the parties.

7 4. The village desires MDC to provide a high service level of police services  
8 within its municipal boundaries, as provided in this agreement, and MDC  
9 desires to provide a high level of service.

10 5. MDC shall provide to the village for the term of this agreement, and any  
11 extensions of the term in accordance with the provisions of this agreement,  
12 competent professional police services within and throughout the corporate  
13 limits of the village to the extent and in the manner agreed upon by the  
14 parties.

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

17 ARTICLE I

18 PURPOSE AND INTENT

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

23 The Whereas clauses express the intent of the parties and are incorporated  
24 into this agreement.

25 ARTICLE II

26 DEFINITIONS

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

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

1 *District Major* shall mean the MDPD District Four "Cutler Ridge" Major who is  
2 responsible for overseeing the village commander's compliance with contractual  
3 stipulations and maintenance of quality service delivery.

4 *Patrol Activities* means those diverse activities directed toward the attainment of  
5 the objectives of enforcing the law, preventing and deterring crime, arresting  
6 criminal offenders, preventing traffic crashes, maintaining public order, and  
7 providing service to the community. Such activities include, but are not limited to,  
8 directed and preventive patrolling, responding to emergency and non-emergency  
9 calls for service, conducting field interviews, arresting criminal offenders, directing  
10 and controlling traffic, issuing traffic citations and addressing quality of life issues.

11 *Patrol Personnel* mean MDPD law enforcement personnel assigned to the village.

12 *Patrol Unit* means one marked patrol car and includes, but is not limited to, one  
13 uniformed police officer and all standard support equipment as described in Exhibit  
14 A.

15 *Service* shall mean comprehensive police patrol services provided each day of the  
16 year, on a 24 hour per day basis within the jurisdictional boundaries of the village.

17 *Staffing Levels* shall mean the number of officers assigned to the village as they are  
18 listed in Exhibit B of this Agreement.

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

22 *Village Officials* means the council members, village manager, village attorney,  
23 employees, agents, and subcontractors of the village.

24 *Village Commander* means a designated Police Captain who shall be authorized to  
25 direct the daily operations in the village, effectuating the Village's priorities,  
26 managing the delivery of police services, and ensuring the policing needs of the  
27 village are adequately met. The village commander will act as a liaison to the village  
28 manager.

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### ARTICLE III



1 and in-progress violent crime incidents occurring inside the boundaries of the  
2 village.

3 In the event patrol personnel must respond to incidents occurring outside  
4 the boundaries of the village, the village commander or designee shall ensure  
5 sufficient personnel remain in the village to continue routine and emergency patrol  
6 activities.

7 Patrol personnel shall remain within the village's boundaries during their  
8 assigned shift unless dispatched outside the village boundaries on the authorization  
9 of the village commander or his, or her, designee.

10 MDC will provide dispatch response, manage the 911 system, and provide  
11 communications support to police personnel assigned to the village.

12 Nothing in this contractual agreement is intended to usurp the authority of  
13 the MDPD policies and procedures and the MDC collective bargaining agreements.  
14 The village or its officials will not involve themselves in negotiating with any  
15 collective bargaining unit, direct MDPD personnel to conduct unlawful activities,  
16 utilize law enforcement information provided by MDPD in an official capacity for  
17 personal use, or direct police personnel to deliberately contradict the established  
18 MDPD policies and procedures. In addition, nothing herein is intended to usurp  
19 the authority of the village, its policies, procedures and Charter.

20 MDPD shall continue to maintain a grid system that corresponds to the  
21 boundaries of village. Statistical data shall be compiled to accurately describe the  
22 incidence of reports of, and responses to, criminal activity within each grid, and to  
23 identify emerging trends in criminal activity. MDPD shall compile data, and  
24 prepare and deliver monthly and quarterly reports to the village manager. The  
25 reports shall describe the type and number of criminal incidents for each grid  
26 during the preceding period. The village commander shall present an annual crime  
27 report to the village council. A written report shall be delivered to the village  
28 manager not less than 30 days nor more than 45 days prior to the first reading for  
29 an ordinance approving a budget for the ensuing fiscal year. The village  
30 commander or designee shall deliver an oral report to the village council upon the  
31 request of the city manager.

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#### ARTICLE IV



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

8 MDPD provides a variety of ancillary services incumbent on a large  
9 metropolitan law enforcement agency. These services, denoted in Exhibit F and  
10 provided by departmental elements not listed above, will be provided to the village  
11 without additional costs. As further areas in unincorporated MDC continue to  
12 incorporate, it will be necessary to re-evaluate the distribution of costs of these  
13 ancillary services to the appropriate incorporated areas.

14 ARTICLE VI

15 MAINTENANCE OF ABILITY

16 MDPD shall furnish to, and maintain for the benefit of, the village, without  
17 additional cost, all necessary labor, supervision, equipment and vehicles in good  
18 working condition, communication facilities and routine supplies necessary and  
19 proper for the purpose of performing the services, duties and responsibilities  
20 described in this agreement.

21 In all instances where special supplies, stationery, notices, forms, business cards,  
22 village seal and the like must be issued in the name of the village or its seal, the cost  
23 shall be incurred by the village.

24 ARTICLE VII

25 CONSIDERATION

26 For local police services:

27 The village will pay \$ 3,550,698.00 for local police services for the first year  
28 of this agreement as indicated in Exhibit I. The village shall make payments  
29 to MDC in equal monthly payments of \$ 295,891.50. The payments by the  
30 village shall be made to MDC no later than the 30th day of the following  
31 month without demand. The first payment from the village to MDC for  
32 services rendered from the effective date of this agreement through  
33 \_\_\_\_\_, 2003 shall be due on \_\_\_\_\_, 2003.

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Interlocal agreement/police services

April 24, 2003

Page 7 of 26

1 The village's payment for local police services shall be based on the staffing  
2 level in Exhibit B and shall not exceed \$ 3,905,568.00 for the first year. The  
3 village shall not pay for the cost of the Village Commander for the first year  
4 of this Agreement.

5 Within 30 days from the end of each quarter, MDC shall issue a credit or  
6 debit memorandum to the village based upon a reconciliation of the  
7 payments made by the village and actual personnel and vehicle costs of  
8 personnel assigned to the village. The actual costs shall include direct  
9 salaries, plus all associated fringe benefit costs, overhead costs and vehicle  
10 costs. Each quarter's debit or credit memorandum shall be applied by the  
11 village to the following month's payment.

12 Payment by the village for optional services will be based upon services  
13 rendered to the village at the rates specified in Exhibit D. MDC will invoice  
14 the village on a quarterly basis for optional services. Payments for optional  
15 services are due no later than the 15th day from receipt of an invoice by the  
16 village provided that the first payment from the village to MDC for services  
17 rendered from the effective date of this agreement through  
18 \_\_\_\_\_, 2003, shall be due on \_\_\_\_\_, 2003.

19 Payment for the services provided by MDC for subsequent years shall be  
20 based upon the level of staffing services requested by the village utilizing the  
21 actual costs of personnel and equipment.

22 The County will retain all 911 fees generated within the village to offset the  
23 costs of providing 911 services.

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

27 The County agrees to cooperate with the village in the preparation and  
28 submittal of any federal and state grant funding applications.

29 ARTICLE VIII

30 DISTRICT OFFICE

31 MDPD may continue to maintain an office for the Hibiscus Substation at  
32 9827 Hibiscus Street.

1 MDPD personnel assigned to the village may continue to utilize the Cutler  
2 Ridge District located at 10800 SW 211 Street.

3 Costs associated with the district station to include lease, utilities,  
4 general operating supplies, and maintenance are included in the overhead  
5 rate paid by the village. MDPD shall provide the village with a non-emergency  
6 phone line dedicated to the village. The MDC will work cooperatively with the  
7 village to determine the best method and cost of implementing this provision.

8 The village reserves the right, to establish a police station and, or, satellite  
9 offices with appropriate equipment, subject to the approval of MDPD, and  
10 approval shall not be unreasonably withheld. Upon approval, MDPD shall relocate  
11 the Palmetto Bay personnel to this location. The Village shall be responsible for  
12 items such as space rental, furniture, fixtures, regular telephones, capital equipment  
13 and utilities. In the event the village exercises this option, the overhead charges to  
14 the village specified in Exhibit E for MDPD shall be reduced accordingly. MDPD  
15 shall be responsible for specialized police equipment such as radios, antennas and  
16 bullet proof glass, if deemed necessary.

17 ARTICLE IX

18 COMMAND STAFF

19 MDPD recognizes the importance of the village commander in the provision  
20 of law enforcement services to the village, and will make every effort to designate a  
21 village commander who will be responsive to the village and the community, meet  
22 the needs of area residents, business and visitors, and ensure the highest level of law  
23 enforcement activities are provided to the village.

24 The village commander shall, among other specified duties, act as liaison  
25 between the village and MDPD.

26 The village manager shall be entitled to select the village commander, with the  
27 approval of the Director or designee. The village commander shall be selected from  
28 nominations provided by the Director or designee and the village manager. The  
29 nominations shall be of duly sworn and qualified MDPD captains. The Director or  
30 designee shall advise the village manager of any nominations who have elected to  
31 participate in the DROP program.

32 In the event the village becomes dissatisfied with the performance of the village  
33 commander, specific concerns regarding performance should be discussed with the  
34 District Major to ascertain avenues of resolution and immediate remediation, if any.

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Interlocal agreement/police services

April 24, 2003

Page 9 of 26

1 If specific issues cannot be resolved, the village manager may request removal of  
2 the village commander. The Director or designee may, upon request by the village  
3 manager, designate a new village commander through the selection process  
4 prescribed in this agreement. The district major and the village manager shall meet  
5 to discuss possible remedies to any problems experienced by the village. MDPD  
6 agrees to act expeditiously and in good faith in resolving any problems experienced  
7 by the village and in replacing the village commander.

8 The village commander will be permanently located in the same facility as  
9 police personnel assigned to the village. However, in the event that this location  
10 differs from the village's governmental facility, the village commander will liaison  
11 daily with the village manager or his, or her, designee.

12 The village and MDC will collectively be responsible for all emergency  
13 management duties of the village, in conjunction with the village and MDPD  
14 emergency operations policies and procedures.

## 15 ARTICLE X

### 16 EMPLOYMENT RESPONSIBILITY

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

19 MDPD employees assigned to the village will continue to abide by the  
20 MDPD policies and procedures established in the Departmental Manual and  
21 pertinent subordinate directives.

22 MDC shall be solely responsible for all employee insurance benefits, civil  
23 service benefits, compensation and, or, any status or rights during the course of  
24 employment with MDC. Accordingly, the village shall not be called upon to assume  
25 or share any liability for, or direct payment of, any salaries, wages, contribution to  
26 pension funds, insurance premiums or payments, workers' compensation benefits  
27 under Chapter 440, Florida Statutes, or any other benefites of employment to any  
28 MDC personnel performing services, duties and responsibilities under this  
29 agreement for the benefit of the village, or any other liabilities whatsoever.

30 MDC is, and shall be, in the performance of all work, services and activities  
31 under this agreement, an independent contractor and not an employee, agent or  
32 servant of the village. Nothing in this agreement shall be construed to create an  
33 employment relationship between the village and any MDC employees.

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ARTICLE XI

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EMPLOYMENT; RIGHT OF CONTROL

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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.

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

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The village commander, after notification to 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 request of the district major, or at the discretion of the Director of MDPD or designee.

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Staffing Levels are listed in Exhibit B of this Agreement, and may be modified by the village commander from time to time as needs arise. The level, degree, type of service and number of positions assigned to each service shall be determined by the village in consultation with MDPD. However, at no time shall the staffing level be less than the determined minimum number of requisite positions mutually agreed upon and reflected in Exhibit C. The village commander may utilize overtime to fill temporary vacancies caused by, but not limited to, leave issues, temporary disability, relief of duty and FMLA.

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The village commander may maintain staffing levels by adjusting the schedules of personnel assigned to village.

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Staff schedules may be adjusted temporarily upon the approval of the village commander to meet operational needs, not to exceed one pay period. Any permanent adjustment to staff schedules to include those which exceed one pay period will require the written approval of both the village manager and the village

1 commander or designee. Pursuant to the MDC collective bargaining agreements,  
2 the final decision of any unresolved issues regarding this matter will be left at the  
3 discretion of the Director of MDPD.

4 In the event the village manager becomes dissatisfied with the performance  
5 of any personnel assigned to the village, the village manager shall discuss the  
6 concerns with the village commander. Upon the request of the village manager, the  
7 village commander may transfer or reassign personnel out of the village with the  
8 concurrence of the Director of MDPD or designee.

9 The village commander shall provide the village manager with a prompt  
10 written notice of any transfer or reassignment of village police personnel initiated by  
11 MDPD.

12 Any transfer or reassignment of personnel out of the village shall not occur  
13 without first filling the vacated position if, as a result of this vacancy, the village's  
14 attrition rate will exceed the department's overall attrition rate for the preceding  
15 quarter.

16 The village commander will promptly address concerns expressed by the  
17 village manager regarding performance of police personnel pursuant to the  
18 departmental policies and procedures, career service procedures and collective  
19 bargaining agreements.

20

21 Notwithstanding the provisions of this article, if the village commander  
22 determines that, as a result of staff re-assignments, there will be a material change in  
23 the tenure ratio of officers, the village commander shall obtain approval of the  
24 village manager prior to implementation of the change in tenure ratio.

25

## ARTICLE XII

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### EMPLOYMENT; AUTHORITY TO ACT

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

1 Every sworn officer of MDPD assigned to the village shall be deemed to be a  
2 sworn officer of the village while performing the services, duties and responsibilities  
3 which constitute municipal functions and are within the scope of this agreement.

4 Sworn officers of MDPD shall be, and hereby are, vested with the additional  
5 power to enforce the ordinances of the village, to make arrests incident to the  
6 enforcement Miami-Dade county and village ordinances and to perform other tasks  
7 as are reasonable and necessary in the exercise of their powers.

## 8 ARTICLE XIII

### 9 OVERTIME DETAILS AND SPECIAL ASSIGNMENTS

10 The village manager may request additional police personnel assigned to  
11 patrol within the village in order to provide additional police security activities for  
12 special initiatives, village sponsored activities and events. The additional police  
13 security activities shall be provided on an overtime basis and shall be paid for based  
14 upon the actual personnel costs to include overtime and applicable fringe benefit  
15 rates, pursuant to applicable collective bargaining agreements.

16 The village manager will make every effort to notify the village commander,  
17 in writing, at least fourteen days, or as soon as practical, prior to a village event to  
18 request police personnel.

19 The village commander, within the constraints of the collective bargaining  
20 agreements and with the approval of the village manager, should have maximum  
21 flexibility to modify assignments, develop special assignments and participate in  
22 special task forces and groups (e.g. September 11<sup>th</sup> Disaster Response and Operation  
23 Blue Lightning)

## 24 ARTICLE XIV

### 25 OFF-DUTY REGULAR DETAILS

26 Private companies, associations and citizens may request additional police  
27 services be provided on an off-regular duty basis pursuant to the Miami-Dade  
28 County Administrative Order 7-15, Rates for Special Off Duty Services.

29 Off-regular duty details will be first offered to MDPD personnel assigned to  
30 the village. If sufficient personnel are unavailable, off-regular duty details will then  
31 be offered to interested personnel from the Perrine District or department-wide, if  
32 necessary, to properly staff the detail.

1 Off-regular duty activities will be governed in accordance with MDPD  
2 policies and procedures.

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4 ARTICLE XV

5 SPECIAL EQUIPMENT PROVISION

6 Each patrol unit shall prominently display on the vehicle exterior at a  
7 location to be designated by MDPD, and agreed upon by the village manager, the  
8 legend "Village of Palmetto Bay" and the village seal in accordance with the vehicle  
9 markings depicted in Exhibit H. A substantial change to the design and, or,  
10 graphics of MDPD marked patrol unit shall require the approval of both the  
11 Director and the village manager.

12 Vehicles utilized by units assigned to the village shall be provided,  
13 maintained, and purchased solely by MDPD.

14 Each uniform shall have, as a minimum, a unique and distinctive police  
15 uniform patch utilized as the Village of Palmetto Bay identifier for MDPD  
16 personnel assigned to the village and shall be placed on one sleeve of the police  
17 uniform. The distinct police uniform patch must be consistent in size, design and  
18 format with MDPD police uniforms, and subject to MDPD review.

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

24 The costs for the design and acquisition of the items mentioned in this article shall  
25 be incurred by the village.

26 All property and equipment purchased by the village through the village's  
27 general fund or forfeiture monies for use by MDPD personnel assigned to the  
28 village will be the sole property of the village, and shall be subject to the approval of  
29 MDPD to ensure consistency with its policies and procedures and operational  
30 uniformity. Any agreements for sale of the property to MDPD will be approved  
31 pursuant to the village's policies and procedures.

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ARTICLE XVI

REPORTING

MDPD will provide the following reporting services to the village:

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

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

*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 Statute. 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.

*Notification of Significant Situations.* The village commander, or designee, will notify the village manager, or his, or her, designee and appropriate MDPD chain-of-command personnel, in the event of a significant criminal occurrence or emergency situation within the village. The village commander and village manager shall designate what they consider "significant" by a memorandum, signed by each.

*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.

*Reporting Period.* MDPD will provide monthly, quarterly, and yearly reports regarding criminal activity, workload indicators, and crime statistics, and

1 other information regarding law enforcement services provided to the village, as well  
2 as *ad hoc* reports when requested by the village manager.

3 *Vacancy Reports.* MDPD shall submit a monthly report detailing the  
4 number of vacant positions to the village manager by the 15<sup>th</sup> day of the month  
5 immediately following the month in which the vacancy occurred. The report shall  
6 state whether the MDPD complied with the minimum number of requisite police  
7 patrol staffing levels was met for the reporting period.

8 ARTICLE XVII

9 TOWING

10 MDPD will continue to utilize the existing MDC contract for towing services  
11 related to police enforcement.

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

14 The village may issue a separate towing contract for activities unrelated to  
15 MDPD police services.

16 ARTICLE XVIII

17 FINES AND FORFEITURES

18 The village shall have title to, and the power to dispose of, fines, forfeitures  
19 and unclaimed property.

20 The village will be solely responsible for the administration, control,  
21 financial management and compliance requirements of all federal and state  
22 forfeiture funds awarded to the village.

23 The MDPD legal bureau will be solely responsible, pursuant to established  
24 departmental policies and procedures, for all other matters concerning state and  
25 federal forfeitures involving MDPD personnel assigned to the village.

26 The village's share of fines and forfeited property will be based upon the  
27 ratio that the participation of the law enforcement personnel assigned to the village  
28 bears to the participation of all law enforcement agencies participating in the seizure  
29 of the property in accordance with state and federal law.

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ARTICLE XIX

CLAIMS

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.

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

To the extent permitted by law and as limited by section 768.28, Florida Statutes, the village shall defend, indemnify and hold harmless MDC and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which MDC or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this agreement by the village, its employees, officers and agents. MDC shall promptly notify the village of each claim, cooperate with the village in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the village's participation.

To the extent permitted by law and as limited by section 768.28, Florida Statutes, MDC shall defend, indemnify and hold harmless the village and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the village or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this agreement by MDC, its employees, officers, and agents. The village shall promptly notify MDC of each claim, cooperate with MDC

1 in the defense and resolution of each claim and not settle or otherwise dispose of  
2 the claim without MDC's participation.

3 The indemnification provisions of this agreement shall survive termination  
4 of this agreement for any claims that may be filed after the termination date of the  
5 agreement provided the claims are based upon actions that occurred during the  
6 performance of this agreement.

7 ARTICLE XXI

8 DEFAULT

9 An event of default by Miami-Dade County shall mean:

10 For local police services:

11 MDPD repeatedly disregards local patrol police priorities established by the  
12 village manager and which have been communicated in writing to MDPD.

13 MDPD does not maintain sufficient personnel in the village to handle  
14 routine and emergency patrol activities as indicated in Exhibit B.

15 MDPD is not able to attain an average emergency response time of 5 minutes  
16 or less.

17 An event of default shall mean a material breach of this agreement by the  
18 village as follows:

19 Failure of the village to provide payment as stipulated.

20 Failure of the village to fund the minimum staffing level as indicated in  
21 Exhibit C necessary to provide adequate local police services and safety to  
22 police personnel.

23 Failure of the village to establish specific, written and attainable local  
24 priorities for local police activities.

25 ARTICLE XXII

26 TERMINATION

27 The village or MDC may terminate this agreement for an event of default  
28 unless the default is cured as provided in this article.

1 If an event of default occurs, in the determination of the village, the village  
2 shall notify MDC, specify the basis for the default and advise MDC that the default  
3 must be cured to the village's reasonable satisfaction within a 60-day period. The  
4 village may grant additional time to cure the default, as the village may deem  
5 appropriate, without waiver of any of the village's rights, so long as the MDC has  
6 commenced curing the default and is effectuating a cure with diligence and  
7 continuity during the 60-day period, or any longer period which the village  
8 prescribes.

9 If an event of default occurs, in the determination of the MDC, MDC may  
10 notify the village, specify the basis for the default and advise the village that the  
11 default must be cured to MDC's reasonable satisfaction within a 60-day period.  
12 MDC may grant additional time to cure the default, as MDC may deem  
13 appropriate, without waiver of any of MDC's rights, so long as the village has  
14 commenced curing the default and is effectuating a cure with diligence and  
15 continuity during the 60-day period or any other period which MDC prescribes.

16 In the event that either party breaches a material term or condition of this  
17 agreement, other than an event of default, the party in breach, upon receipt of a  
18 written request from the non-breaching party, shall remedy the breach within 30  
19 days of receipt of the request. If the breach is not cured within the specified time  
20 period, the non-breaching party may utilize the remedies of declaratory judgment,  
21 specific performance, mandamus or injunctive relief to compel the breaching party  
22 to remedy the breach.

23 The parties reserve all available remedies afforded by law to enforce any term  
24 of condition of this agreement. Except for legal proceedings, which may be initiated  
25 to enforce a termination of the agreement for an event of default, or to compel  
26 specific performance by MDC during the post-termination transition of services  
27 period, the parties shall submit to the dispute resolution procedures of chapter 164,  
28 Florida Statutes, prior to the filing of any legal proceeding.

29 ARTICLE XXIII

30 OPTION TO RENEW

31 The parties shall meet no later than January 1, 2006, to negotiate the terms  
32 and conditions of any extension (the "Renewal Term") to the Initial Term listed in  
33 Article XXIV and shall conclude such negotiations no later than April 30, 2006, in  
34 order for both parties to anticipate budgetary considerations for fiscal year range.  
35 The Renewal Term may be for a period of up to five years.

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

4 ARTICLE XXIV

5 TERM

6 This agreement shall be effective on July 1, 2003, and shall expire at  
7 midnight on June 30, 2006, unless terminated earlier as specified in Article XXII.

8  
9 ARTICLE XXV

10 TRANSITION

11 In the event of the termination for default or expiration of this agreement,  
12 MDC and the village shall cooperate in good faith in order to effectuate a smooth  
13 and harmonious transition from MDPD to a local police department and to  
14 maintain during the transition period the same high quality of police protection  
15 prescribed by this agreement for the residents, businesses and visitors of the village.

16 Upon the expiration of this agreement relating to local police and related  
17 support services, as required by art. IX, sec.9.4 of the village charter, the transition  
18 period for shall be no less than 12 months.

19 Upon completion of the transition period and in the further event that the  
20 village is unable to provide the same level of local police protection through its own  
21 police force at the time of the termination or expiration, the term of this agreement  
22 shall be extended upon the written request of the village manager in 90 day  
23 increments or until the village is capable of rendering the police service.

24 The compensation to be paid to MDC during the phase-out period shall be a  
25 pro-rated at the time of termination or expiration.

26 ARTICLE XXVI

27 INDEPENDENT CONTRACTORS

28 MDC, for the purposes of this agreement, is and shall remain an  
29 independent contractor; provided, however, independent contractor status shall not

1 diminish the power and authority vested in MDPD and its sworn officers pursuant  
2 to Article XII.

3  
4  
5 ARTICLE XXVII

6 RECORDS, INSPECTION, AUDIT

7 MDC shall keep records with respect to the expenditure of funds paid by the  
8 village and the services provided to the village under this agreement. All the records  
9 shall be retained by MDC for a minimum of three years from the date of  
10 termination or expiration of this agreement. MDC shall maintain accounting  
11 records on expenditures under this agreement in accordance with generally accepted  
12 accounting standards, generally accepted government accounting standards, and  
13 other applicable standards.

14 The village manager or his, or her, designee may inspect and audit the  
15 records upon reasonable notice to MDC. Reasonable notice should include a  
16 written request no less than seven working days prior to the intended site visit and  
17 the identification of the specific records to be inspected.

18 MDC shall provide access to the village manager or his, or her, designee to  
19 the records during regular business hours. MDC agrees to provide the assistance, as  
20 may be necessary, to facilitate the inspection or audit by the village to insure  
21 compliance with applicable accounting and financial standards.

22 Should the village, in any audit of MDC's records, find a discrepancy  
23 between the actual amount of funds paid by the village and the actual services  
24 received by the village from MDC, or the costs of the services, or the village finds a  
25 discrepancy in the amounts provided in the reconciliation by MDC, then MDC  
26 shall, within 30 days of receipt of written notification from the village manager,  
27 either credit or debit the village the amount of the discrepancy or refund the  
28 amount. If MDC disagrees with the village's audit, MDC shall notify the village  
29 manager within 15 days of the receipt of the audit findings requesting an  
30 independent audit. The village manager and the county manager shall mutually  
31 agree to the selection of an independent auditor to review the audit and resolve the  
32 discrepancies. The auditor's fee will be paid by both parties equally.

33 ARTICLE XXVIII

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Interlocal agreement/police services

April 24, 2003

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AUTHORITY TO EXECUTE; NO CONFLICT CREATED

The county manager, 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 county commissioner.

The village mayor, 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 XXIX

AMENDMENTS

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

ARTICLE XXX

NOTICE

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

Village: Village Manager  
Village of Palmetto Bay  
C/o Chamber South  
900 Perrine Avenue  
Palmetto Bay, Florida 33157

and Village Attorney  
c/o Earl G. Gallop  
Nagin Gallop Figueredo, P.A.  
3225 Aviation Avenue - Suite 301  
Miami, Florida 33133

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

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and Director  
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 XXX

NON-ASSIGNABILITY

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

ARTICLE XXXI

ENTIRE AGREEMENT

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

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

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

ARTICLE XXXII

BINDING EFFECT

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

3

4

(Signature Page Follows)

1 ATTEST:

VILLAGE OF PALMETTO BAY,

2

a municipal corporation

3

4

5 By: \_\_\_\_\_

\_\_\_\_\_

6 Meighan Pier

Eugene P. Flinn, Jr.

7 Village Clerk

Mayor

8

9

10 APPROVED AS TO FORM AND

11 LEGAL SUFFICIENCY:

12

13

14 By: \_\_\_\_\_

15 Earl G. Gallop

16 Village Attorney

17

18

MIAMI-DADE COUNTY

19

A political subdivision of the

20

State of Florida

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22

By it's Board of County

23

Commissioners:

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Interlocal agreement/police services

April 24, 2003

Page 25 of 26

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\_\_\_\_\_  
County Manager

5

6 ATTEST:

7 HARVEY RUVIN, CLERK

8

9 By \_\_\_\_\_

10 Deputy Clerk

11

12

13 APPROVED AS TO FORM AND

14 LEGAL SUFFICIENCY:

15

16 By \_\_\_\_\_

17 County Attorney

# EXHIBIT A

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

### UNIFORMS AND EQUIPMENT

I. Police: Includes Police Reserve Officers

#### QUANTITY AUTHORIZED

|  | <u>Officer</u> | <u>Motorcycle</u> | <u>Mounted</u> |
|--|----------------|-------------------|----------------|
| Ammunition, Rounds   | 18             | 18                | 18             |
| Armor, Body  | 1              | 1                 | 1              |
| Badge, Breast  | 1              | 1                 | 1              |
| Badge, sew on, gold color, supervisor<br>silver color, officers      | 2              | 2                 | 2              |
| Baton  | 1              | 1                 | 1              |
| Belt, Service, 2 1/4"  | 1              | 1                 | 1              |
| Belt Stop  | 1              | 1                 | 1              |
| Binder, 3-ring   | 1              | 1                 | 1              |
| Boots  | 1              | 1                 | 1              |
| Breeches   | 1              | 2                 | 2              |
| Buttons, Shirt, Silver   | 1              | 5                 | 5              |
| Cap, Baseball  | 1              | 1                 | 30             |
| Cap, Uniform   | 1              | 1                 | 1              |
| Cargo Pants  | 1              | 1                 | 1              |
| Cargo Shirts   | 1              | 1                 | 1              |
| Carrier, Radio   | 1              | 1                 | 1              |
| Cover, Cap   | 1              | 1                 | 1              |
| Coveralls  | 1              | 1                 | 1              |
| Decal, Helmet  | 1              | 1                 | 1              |
| File, Expanding  | 1              | 1                 | 1              |
| Footwear, Special Purpose  | 1              | 1                 | 1              |
| Gas Mask   | 1              | 1                 | 1              |
| Gloves, Orange   | 1              | 1                 | 1              |
| Handbook, Florida Law Enforcement                                    | 1              | 1                 | 1              |
| Handcuffs  | 1              | 1                 | 1              |
| Handcuff Case  | 1              | 1                 | 1              |
| Hat, Lawman-Style, Straw   | 1              | 1                 | 1              |
| Helmet, General Duty with straps                                     | 1              | 1                 | 1              |
| Helmet, Motorcycle   | 1              | 1                 | 1              |
| Holder, Baton  | 1              | 1                 | 1              |
| Holster, Revolver/Semi-automatic                                     | 1              | 1                 | 1              |
| Insignia, Assignment Designator                                      | 1              | 1                 | 1              |
| Selected Elements  | 16             | 16                | 16             |
| Departmental   | 16             | 16                | 16             |
| Insignia, Hat  | 1              | 1                 | 1              |
| Jacket, Brown  | 1              | 1                 | 1              |
| Jacket, Waist Length Cold Weather<br>(Motorcycle and Canine only)    | 1              | 1                 | 1              |
| Keepers, D-ring  | 1              | 2                 | 2              |
| Keepers, Belt  | 4              | 4                 | 4              |
| Manual, Departmental   | 1              | 1                 | 1              |
| Map, Street  | 1              | 1                 | 1              |
| Mask, Protective (CPR)   | 1              | 1                 | 1              |
| Name Plate   | 1              | 1                 | 1              |
| Poncho   | 1              | 1                 | 1              |
| Raincoat   | 1              | 1                 | 1              |
| Revolver   | 1              | 1                 | 1              |
| Scarf (Honor Guard and Mounted Patrol only;<br>one white, one black) | 1              | 1                 | 1              |
| Scarf, Gold color, sergeants   | 1              | 1                 | 2              |
| Scarf, Brown color, officers   | 1              | 1                 | 1              |
| Shirt, Long Sleeve, Taupe  | 2              | 2                 | 1              |
| Shirt, Short Sleeve, Taupe (police reserve officer, 2)               | 5              | 5                 | 2              |
|  |                |                   | 5              |

**EXHIBIT A**

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

|  | <u>QUANTITY AUTHORIZED</u>    |                            |                                   |
|--|-------------------------------|----------------------------|-----------------------------------|
|  | <u>Officer</u>                | <u>Motorcycle</u>          | <u>Mounted</u>                    |
| Shoes, Deck (Marine Patrol only)   | 1                             |                            |                                   |
| Shoes (Male or Female) Class A   | 2                             | 2                          | 2                                 |
| Shoes, Class B   | 1                             | 1                          | 1                                 |
| Skirt (issued to lieutenants and above)  |                               |                            |                                   |
| Speed Loader   | 1                             | 1                          | 1                                 |
| Speed Loader Pouch   | 1                             | 1                          | 1                                 |
| Strap, Shoulder  | 1                             | 1                          | 1                                 |
| Trousers, Male or Female, Brown, with stripe<br>(police reserve officer, 2)    | 5                             | 5                          | 5                                 |
| Vest (issued to selected departmental elements)                                | 1                             | 1                          | 1                                 |
| Whistle  | 1                             | 1                          | 1                                 |
| Whistle Strap  | 1                             | 1                          | 1                                 |
| <br>II. Police Officer Trainee, Public Service Aide, Police Records Specialist |                               |                            |                                   |
|  | <u>Police Officer Trainee</u> | <u>Public Service Aide</u> | <u>Police Records Specialists</u> |
| Armor, Body  | 1                             |                            |                                   |
| Baton  | 1                             |                            |                                   |
| Belt, Service, 2 1/4"  | 1                             |                            |                                   |
| Belt Stop  | 1                             |                            |                                   |
| Belt, Web, Uniform (Return after graduation)                                   | 1                             |                            |                                   |
| Binder, 3-ring   | 1                             |                            |                                   |
| Cap, Uniform   | 1                             |                            |                                   |
| Carrier, Radio   |                               |                            |                                   |
| Cover, Cap   | 1                             |                            |                                   |
| File, Expanding  | 1                             |                            |                                   |
| Gloves, Orange   | 1                             |                            |                                   |
| Handbook, Florida Law Enforcement  | 1                             |                            |                                   |
| Handcuffs  | 1                             |                            |                                   |
| Helmet, General Duty with straps   | 1                             |                            |                                   |
| Holder, Baton  | 1                             |                            |                                   |
| Insignia, Assignment Designator<br>Metropolitan Police Institute (MPI)         |                               | 10                         | 10                                |
| Emblems for Trainees   | 10                            |                            |                                   |
| Jacket, Blue   | 1                             |                            |                                   |
| Jacket, Brown  |                               |                            |                                   |
| Manual, Departmental   | 1                             |                            |                                   |
| Map, Street  | 1                             |                            | 1                                 |
| Mask, Protective (CPR)   | 1                             |                            |                                   |
| Name Plate   | 1                             |                            | 1                                 |
| Raincoat   | 1                             |                            |                                   |
| Shirt, Long Sleeve, White  |                               |                            |                                   |
| Shirt, Short Sleeve, Blue  | 5                             |                            |                                   |
| Shirt, Short Sleeve, White   |                               |                            |                                   |
| Shoes (Male or Female) Class A   | 2                             |                            | 5                                 |
| Shoes, Class B   |                               |                            | 1                                 |
| Trousers, Male or Female, Brown, with stripe                                   |                               |                            |                                   |
| Trousers, Male or Female, Brown, no stripe                                     |                               |                            |                                   |
| Trousers, Blue, Male or Female   | 5                             |                            | 5                                 |
| Whistle  | 1                             |                            |                                   |

EXHIBIT A

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

|  | <u>QUANTITY AUTHORIZED</u>                         |                        |
|--|--|------------------------|
|  | <u>Civilian Supervisor</u>                         | <u>Civilian Worker</u> |
| <b>III. Civilian Uniformed Personnel (Class K)</b> |  |                        |
| Belt, Black  | 1  | 1                      |
| Coveralls  | 1  | 1                      |
| Jacket, Blue                                       | 1  |                        |
| Nameplate (Gold)                                   | 1  |                        |
| Nameplate (Silver)                                 |  | 1                      |
| Shirt, Short Sleeve, Khaki or White                | 5  | 5                      |
| Shoes, Low Cut, Black                              | 1  |                        |
| Shoes, Safety                                      | 1  | 1                      |
| Shoulder Patches                                   | 12   | 12                     |
| Trousers, Khaki or Brown                           | 5  | 5                      |
| <b>IV. Communications Bureau (Class L)</b>         |  |                        |
|  | <u>Police Dispatcher and<br/>Complaint Officer</u> |                        |
| Belt   | 1  |                        |
| Jacket, brown                                      | 1  |                        |
| Patches  | 12   |                        |
| Shirt, knit, white                                 | 5  |                        |
| Shoes/Sneakers                                     | 1  |                        |
| Trousers or Skirts                                 | 5  |                        |
| <b>V. School Crossing Guards</b>                   |  |                        |
|  | <u>Crossing<br/>Guard</u>                          |                        |
| Belt, Web, Uniform                                 | 1  |                        |
| Cap, Baseball, Blue                                | 1  |                        |
| Embroidered Tab, Supervisor                        | 1  |                        |
| Gloves, Orange                                     | 2  |                        |
| Jacket, Blue                                       | 1  |                        |
| Raincoat   | 1  |                        |
| Shirt, Short or Long Sleeve, White                 | 5  |                        |
| Shoes, Male or Female, Black                       | 1  |                        |
| Shoulder Patches                                   | 8  |                        |
| Trousers, Male or Female, Blue                     | 5  |                        |
| Vest, Safety, Orange                               | 2  |                        |
| Whistle  | 1  |                        |
| Whistle Strap                                      | 1  |                        |

EXHIBIT A

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

VI. Honor Guard Unit (additional items)

| <u>Item</u>                            | <u>Quantity Authorized</u> |
|--|----------------------------|
| Ammunition, Rounds, Silver Tip         | 6                          |
| Belt                                   | 1                          |
| Buttons, Shirt, Silver                 | 30                         |
| Chain, Whistle                         | 1                          |
| Gloves, White (Pair)                   | 4                          |
| Grips, Wooden, Large                   | 1                          |
| Handcuff Case                          | 1                          |
| Hat, Lawman-Style, Straw, Brown        | 1                          |
| Holster, Swivel, Revolver (Right Only) | 1                          |
| Honor guard Tabs                       | 6                          |
| Insignia, Hat Badge                    | 1                          |
| Jacket, Brown                          | 1                          |
| Keepers, Belt                          | 4                          |
| Longevity Emblems                      | Varies                     |
| Citation Cords (2 White/1 Black)       | 3                          |
| Name Plate                             | 2                          |
| Revolver, Smith & Wesson               | 1                          |
| Sam Brown Belt                         | 1                          |
| Ascots (2 White/1 Black)               | 3                          |
| Shirts, Long Sleeve, Taupe             | 2                          |
| Shirts, Polo                           | 3                          |
| Shoes, Black                           | 1                          |
| Speed Loader                           | 1                          |
| Speed Loader Pouch                     | 1                          |
| Stars, Honor guard, Collar             | 2                          |
| Trousers, Male/Female, Brown           | 2                          |
| Whistle, Silver                        | 1                          |
| Wreath                                 | 1                          |

EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT  
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

Class A, Sworn Formal Uniform

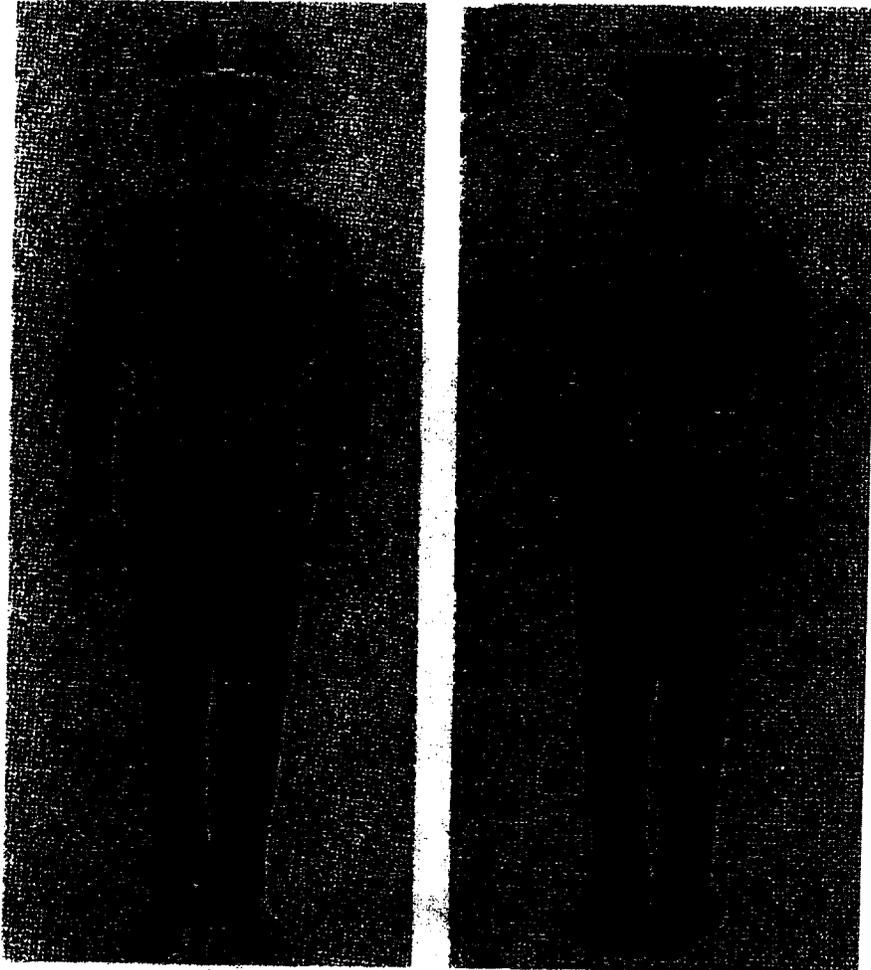


EXHIBIT A

**MIAMI-DADE POLICE DEPARTMENT  
STANDARD SUPPORT EQUIPMENT FOR PATORL UNIT**

Class A, Sworn Formal Uniform - Motorcycle Unit

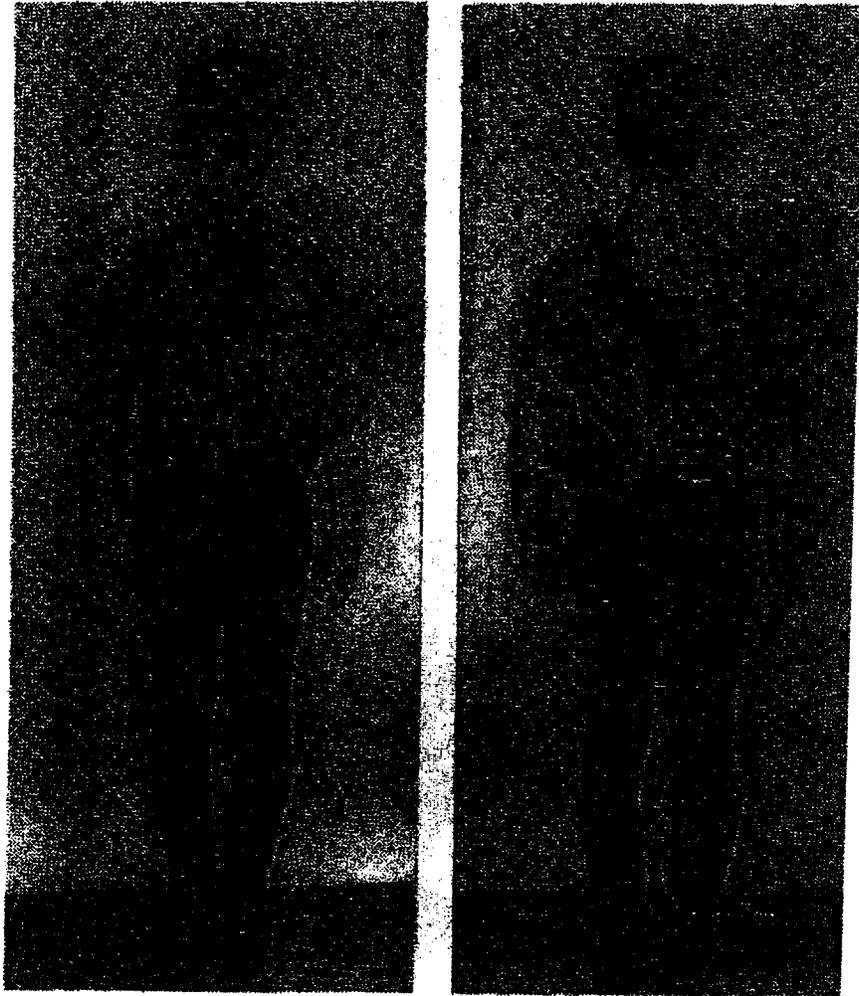


EXHIBIT A

**MIAMI-DADE POLICE DEPARTMENT  
STANDARD SUPPORT EQUIPMENT FOR PATORL UNIT**

Class B, Sworn Abbreviated Uniform

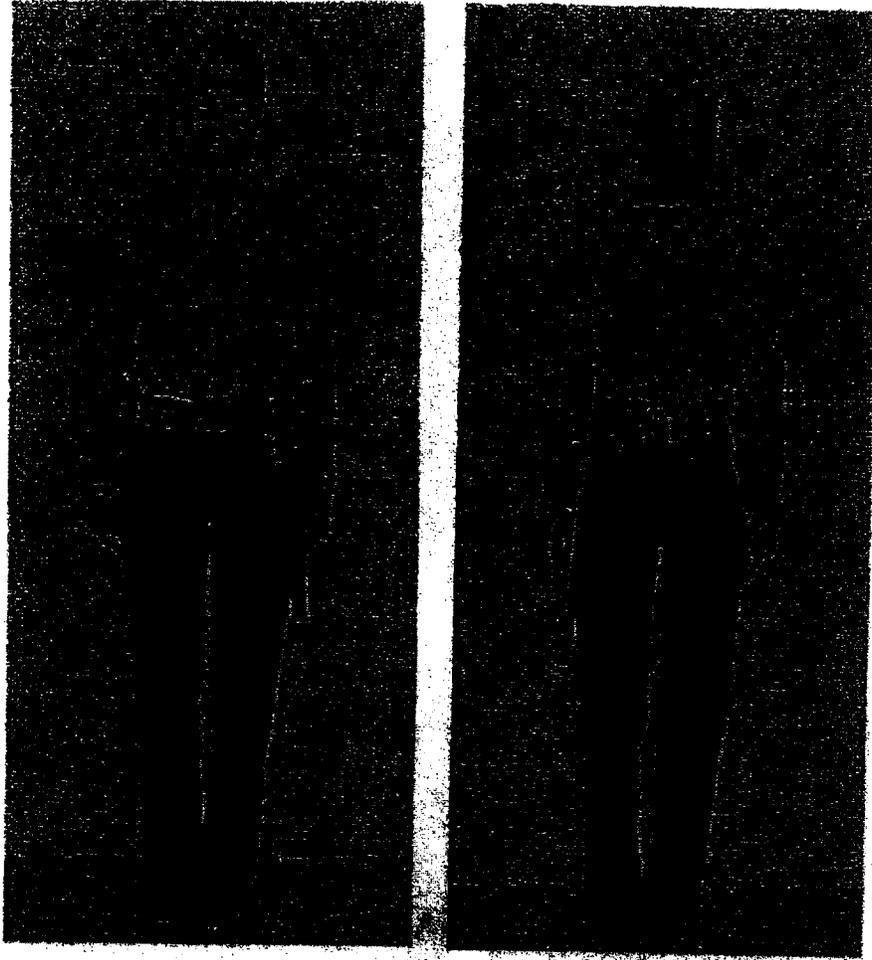


EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT  
STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT

Class B, Sworn Abbreviated Uniform - Motorcycle Unit

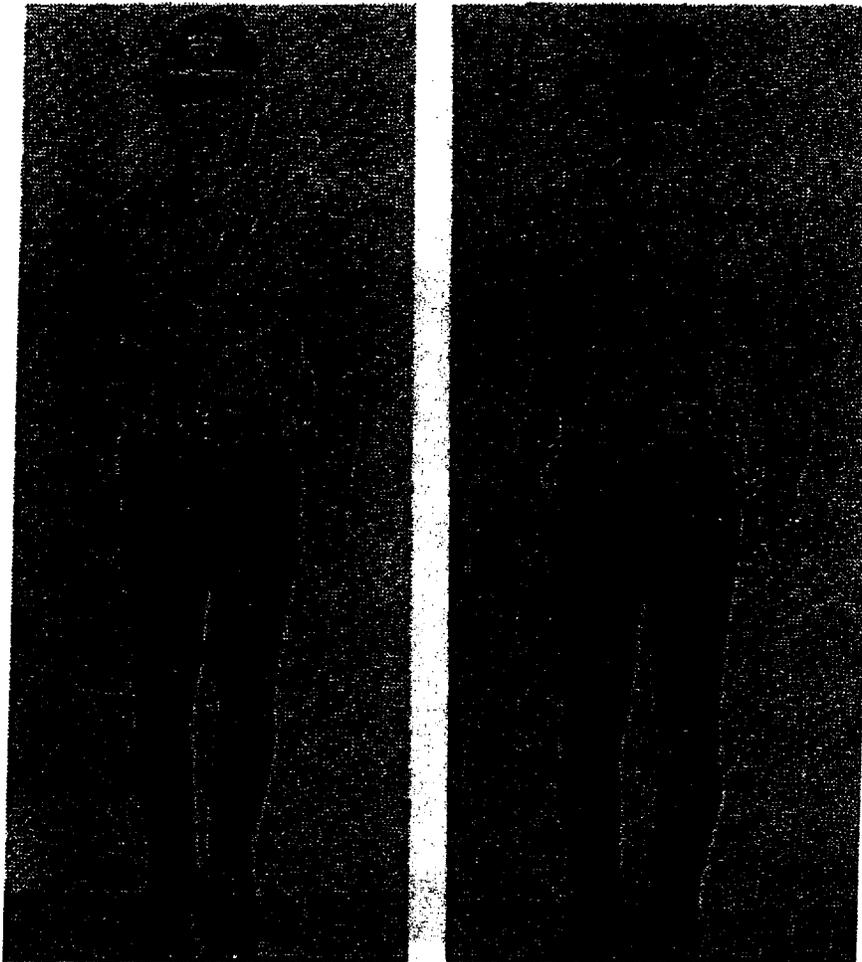


EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT  
STANDARD SUPPORT EQUIPMENT FOR PATORL UNIT

Class A or B Option, A-Line Skirt

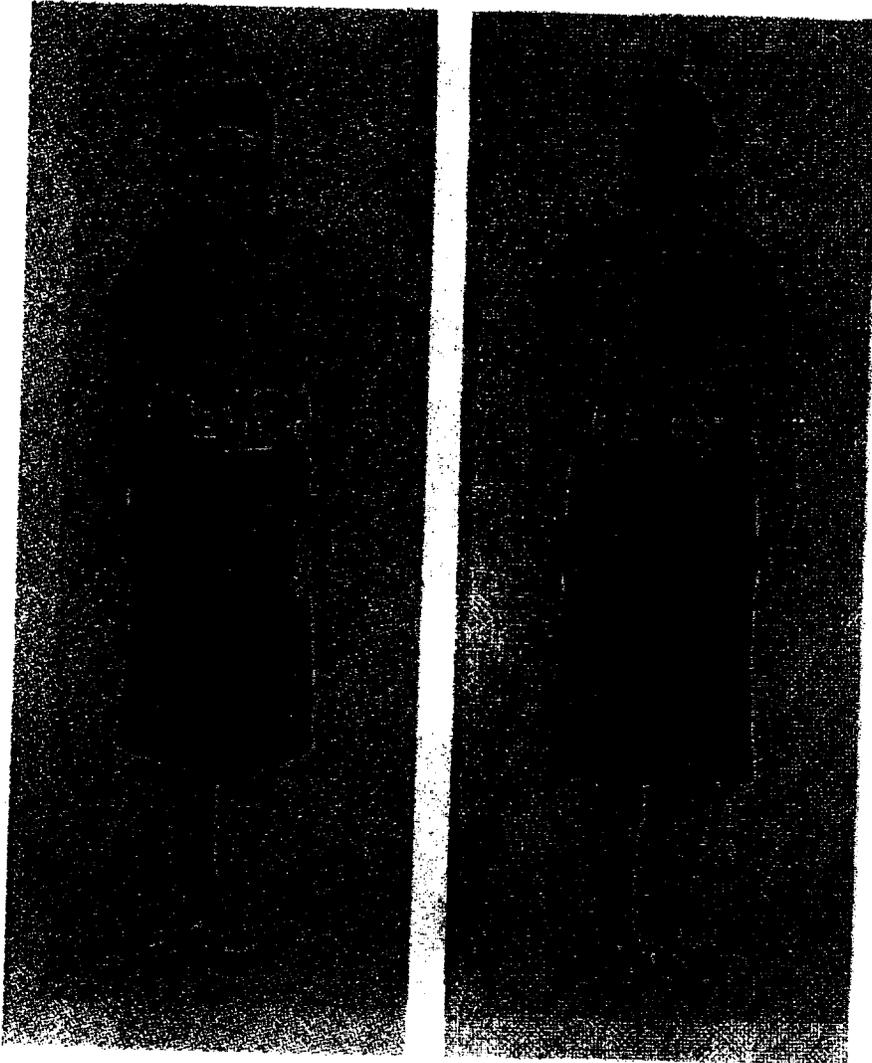


EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT  
STANDARD SUPPORT EQUIPMENT FOR PATORL UNIT

Class C, Honor Guard Uniform

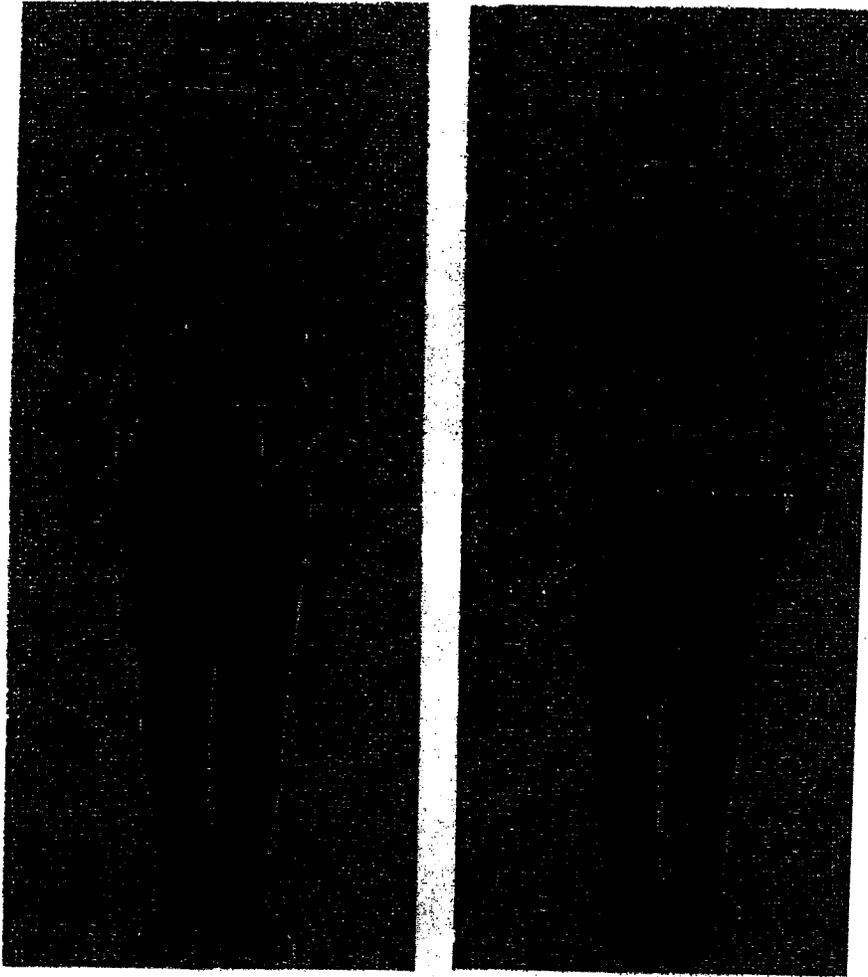


EXHIBIT A

**MIAMI-DADE POLICE DEPARTMENT  
STANDARD SUPPORT EQUIPMENT FOR PATORL UNIT**

Class D, Police Officer Trainee Uniform

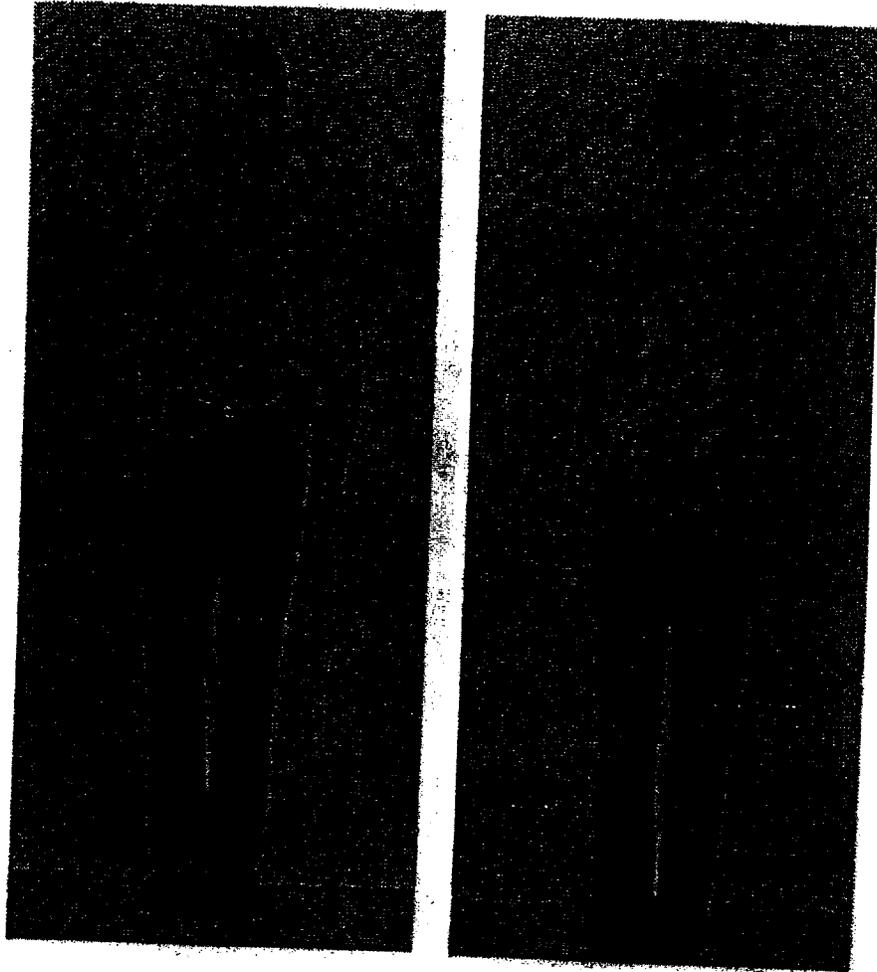


EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT  
STANDARD SUPPORT EQUIPMENT FOR PATORL UNIT

Class E, Special Use Uniform

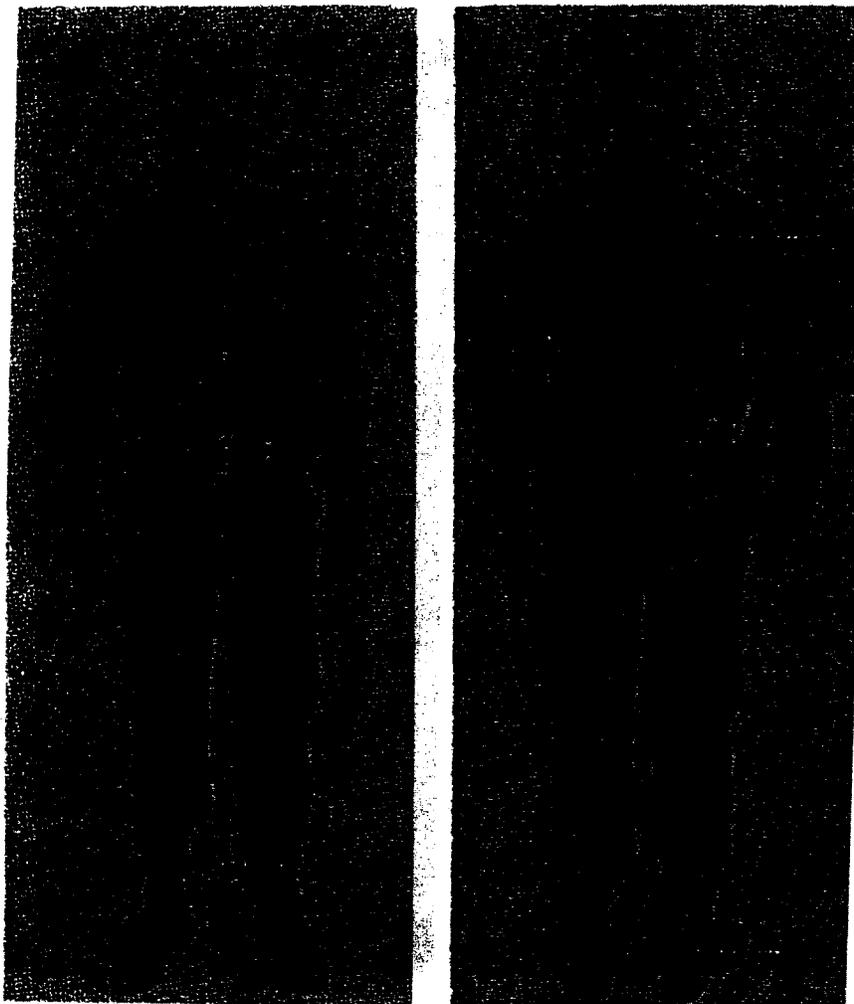


EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT  
STANDARD SUPPORT EQUIPMENT FOR PATORL UNIT

Class F, Formal Public Service Aide Uniform

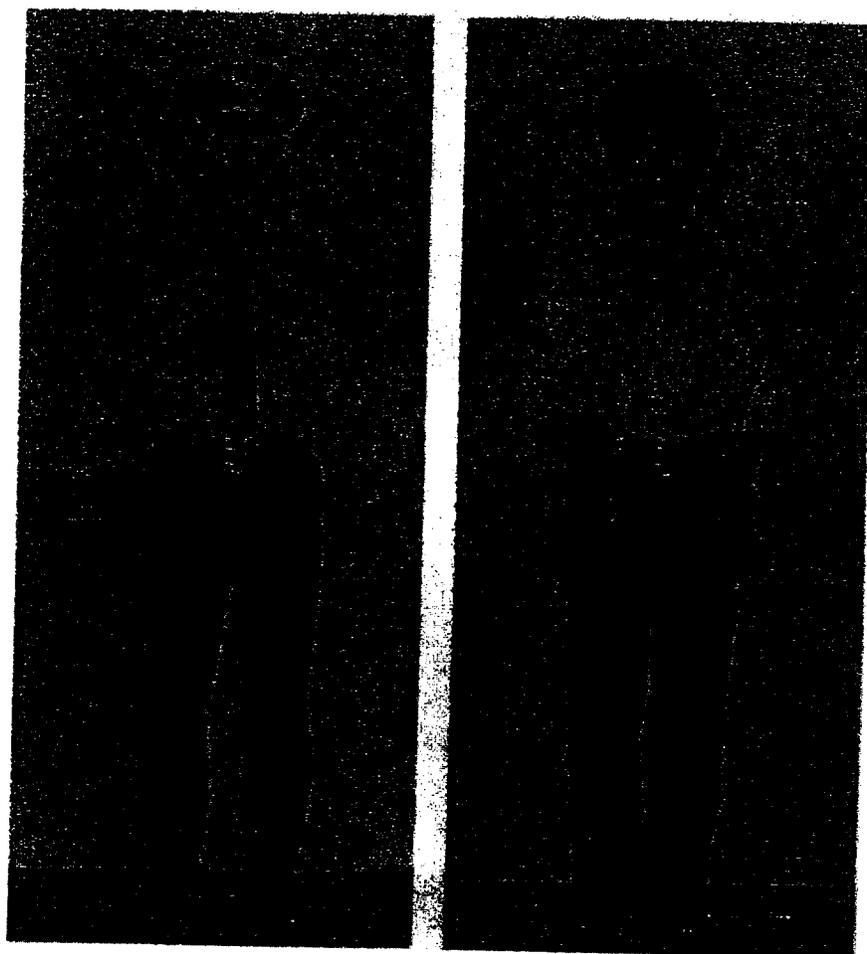


EXHIBIT A

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

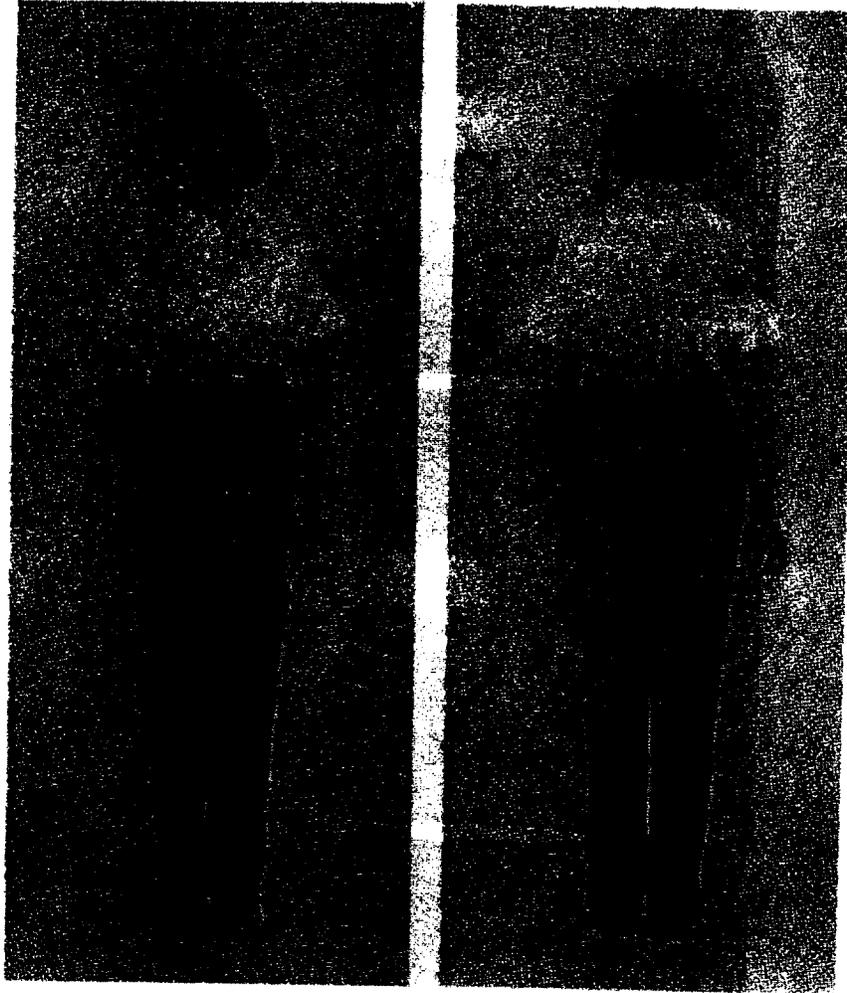
Class G, Abbreviated Public Service Aide Uniform



EXHIBIT A

MIAMI-DADE POLICE DEPARTMENT  
STANDARD SUPPORT EQUIPMENT FOR PATORL UNIT

Class K. Civilian Uniform



**EXHIBIT B**  
**THE VILLAGE OF PALMETTO BAY**  
**Police Patrol Staffing Level**

| <b>Job Classification</b> | <b>Quantity</b> |
|---------------------------|-----------------|
| Police Captain            | 01              |
| Police Lieutenant         | 01*             |
| Police Sergeant           | 05              |
| Police Officer            | 26              |
| COPS Officer              | 02              |
| Detective                 | 02              |
| Police Records Specialist | 02              |
| Police Crime Analyst      | 00              |
| Secretary                 | 01              |
| Police Services Aide      | 02              |
| <b>Total</b>              | <b>42</b>       |

- The Village will review the feasibility to enhance this position within the next fiscal budget year.

**EXHIBIT C**  
**THE VILLAGE OF PALMETTO BAY**  
**MUTUALLY AGREED UPON MINIMUM NUMBER**  
**OF REQUISITE POLICE PATROL STAFFING**

| <b>Job Classification</b> | <b>Quantity</b> |
|---------------------------|-----------------|
| Police Captain            | 01              |
| Police Lieutenant         | 01              |
| Police Sergeant           | 05              |
| Police Officer            | 27              |
| Police Records Specialist | 01              |
| Police Crime Analyst      | 01              |
| Secretary                 | 01              |
| Public Service Aide       | 03              |
| Total                     | 40              |

**EXHIBIT D**  
**VILLAGE OF PALMETTO BAY**  
**FEE SCHEDULE FOR OPTIONAL SERVICES**

Optional services provided by Marine Patrol, Motorcycle Patrol, and Special Events Units and Community Affairs Bureau may be conducted on regular on-duty and overtime status, as appropriate. Additionally, the Enhanced Enforcement Initiative activities are conducted by personnel throughout the Department on an overtime basis. Below is a list of average hourly and overtime rates including fringe benefits for optional police services. Other expenses such as educational/prevention activities will be charged as incurred.

|                               |         |
|-------------------------------|---------|
| Police Officer Hourly Rate    | \$22.06 |
| Police Officer Overtime Rate  | \$33.09 |
| Police Sergeant Hourly Rate   | \$28.34 |
| Police Sergeant Overtime Rate | \$42.51 |

Note: The average hourly and overtime rates will be-calculated annually.

Cost associated with the optional service of School Crossing Guard (SCG) Program includes SCG personnel costs and associated direct support costs that include supervisory personnel, operating and capital expenses that are included in the applicable overhead cost. Below is the estimated cost per SCG.

|                       |             |
|-----------------------|-------------|
| School Crossing Guard | \$11,612.00 |
|-----------------------|-------------|

Note: SCG costs are subject to the overhead cost indicated in Exhibit E.

**EXHIBIT E**  
**VILLAGE OF PALMETTO BAY**  
**CALCULATION OF OVERHEAD COSTS**

| FY 2002/2003 BUDGET ALLOCATION | UMSA INCREMENTAL<br>OVERHEAD |
|--------------------------------|------------------------------|
| Professional Compliance Bureau | \$4,615,491                  |
| Facilities Management Section  | \$3,673,979                  |
| Electrical Service             | \$757,746                    |
| Water and Sewer Service        | \$112,514                    |
| Waste Collection               | \$89,935                     |
| Janitorial Service             | \$1,012,451                  |
| Building Leases                | \$122,464                    |
| Building Rentals               | \$2,103,501                  |
| Telephone                      | \$1,164,403                  |
| Safety Equipment               | \$229,620                    |
| Personnel Management Bureau    |                              |
| Polygraph Report               | \$241,101                    |
| Assessment Center              | \$619,056                    |
| Radio Replacement              | \$500,000                    |
| Telecommunications             | \$1,045,996                  |
| Training Bureau                | \$5,249,562                  |
| <b>DEPARTMENT TOTAL</b>        | <b>\$21,537,818</b>          |
| Total UMSA Police Cost         | <b>\$293,738,119</b>         |
| Variable Overhead              | <b>(\$21,537,818)</b>        |
| Fixed Overhead                 | <b>(\$29,547,792)</b>        |
| Total Direct Cost              | <b>\$242,652,509</b>         |
| Overhead Rate                  | <b>8.88%</b>                 |

## 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 fiscal management.
2. Police Legal Bureau reviews litigation in which the Department and its employees are involved. Provides counsel, assists in preparation of a response, and prosecutes forfeiture actions involving departmental seizures when appropriate. Maintains liaison with legal representatives of other governmental agencies.
3. Media Relations Bureau is the official departmental liaison with media representatives and assists news personnel in covering routine news stories, and at the scenes of incidents; prepares and distributes departmental news releases; coordinates and authorizes release of information about victims, witnesses, and suspects; coordinates and authorizes release of information concerning confidential investigations and operations; and publicizes departmental objectives, problems, and successes.
4. Police Services Section supports police districts through managing procurement efforts, performs administrative functions delegated by the Police Services Assistant Director, manages the juvenile curfew ordinance, automated external defibrillator program, and the personnel resource allocation software program.
5. Psychological Services Section advises on and implements departmental psychological services, and provides such services to departmental personnel.
6. Support Services Assistant Director is delegated responsibility and authority to assign and utilize personnel and material in an efficient and cost effective manner to provide: civil and criminal process issued by the courts; court security; departmental automated systems; criminal records; communications (police radio and emergency 911 telephone); building management and maintenance; and administrative and technical services concerning records, communications, information systems, resource and personnel management, and training functions.
7. Chief of the Centralized Services Division provides maintenance of criminal records, court security, civil and criminal process, liaison with the components of the courts and criminal justice system, and training functions.
8. The Chief of Finance and Administration Division provides departmental budget, purchasing, supply, personnel, and fleet management functions, and non-tactical planning activities.

## EXHIBIT F

### VILLAGE OF PALMETTO BAY LIST OF ANCILLARY MDPD SERVICES

9. Budget and Planning Bureau is responsible for the development, preparation, and control of the Department budget and all related Miami-Dade Police Department (MDPD) funding sources. Prepares the official departmental Table of Organization. Prepares and publishes the Departmental Manual containing policies, rules, orders, and procedures. Revises the Departmental Manual on a continuing basis to reflect changes in departmental operations. Conducts research, analysis, and planning to prepare a departmental multi-year plan. Distributes analytical reports to affected organizational elements. Responsible for departmental compliance with accreditation standards. The Bureau has access to necessary information resources departmentwide, keeps the Director apprised of pertinent information, and makes programmatic recommendations when necessary.
10. Personnel Management Bureau provides for the recruitment, selection, and hiring of all MDPD employees; prepares and administers payroll activities; maintains personnel transaction records; maintains discipline, grievance, and appeal records; and coordinates employee benefit programs.
11. Resource Management Bureau coordinates all departmental activities related to expenditure of funds; purchases, maintains, and issues equipment; and administers the Law Enforcement Trust Fund and related accounting functions.
12. Information Services Division Chief is responsible for departmental automated systems and the handling of organizational information, data, and communications (police radio and emergency 911 telephone).
13. Information Systems Support Bureau is responsible for the planning, acquisition, implementation, and maintenance of all microcomputer operations including network management, host interconnectivity, and standardization of departmental software.
14. Systems Development Bureau is responsible for planning, development, implementation, and management of all automation/technology projects, including, but not limited to, the Police Automated Reporting System, Computer Aided Dispatch, Mobile Computing Units, the Crime Analysis System, the Geographic Information System, the Criminal Justice Information System, FCIC II, NCIC 2000, the Adult and Juvenile Mugshot System, the Crime Information Data Warehouse, the Personnel Profile System, the Internal Affairs System, the Property and Evidence Tracking System, the Crime Laboratory System, and imaging projects, as well as development of software applications to meet departmental needs.
15. Intergovernmental Bureau investigates criminal violations of the building code and construction fraud in conjunction with the Miami-Dade County Building Department. Investigates environmental crimes. Manages all

## EXHIBIT F

### VILLAGE OF PALMETTO BAY LIST OF ANCILLARY MDPD SERVICES

- construction for the MDPD. Responsible for coordination of departmental building maintenance, operation, and facilities management. Provides Headquarters Building security, and coordination and enforcement of parking in the Headquarters Complex. Responsible for the False Alarm Enforcement Unit, the Nuisance Abatement Unit, and coordination of departmental safety programs.
16. The Investigative Services Assistant Director is responsible for centralized criminal investigative services by assigning specialized investigative elements to provide specialized investigative support in the processing and preservation of evidence and crime scenes, investigation of public corruption, and processing and serving criminal warrants.
  17. The Criminal Investigations Division Chief is responsible for centralized investigation of homicides, robberies, sexual crimes, and domestic crimes.
  18. Investigative Support Division Chief is responsible for property and evidence storage, and crime scene and crime laboratory functions.
  19. 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.
  20. The Police Services Assistant Director is responsible for centralized and decentralized patrol services; e.g., repress and prevent criminal activities, investigate offenses, apprehend offenders, furnish day-to-day law enforcement services to the community, and furnish specialized functions such as crowd control; hostage negotiation; canine; mounted, motorcycle, and marine patrol; and underwater recovery.
  21. Central Records Bureau reviews, controls, maintains, and retrieves criminal records; prepares Uniform Crime Reports; and provides Teletype and automated data communications.
  22. North and South Division Chiefs are responsible for the management of uniformed patrol and general investigative functions in police districts.
  23. Uniform Division Chief is responsible for the management of specialized police services to include Marine Patrol, Motorcycle Patrol, Canine, Special Response Team, Special Events Units as well as uniformed patrol function in public housing developments, seaport and Jackson Memorial Hospital.

# Miami-Dade County 2002-2003 Pay Plan\*

## Sworn Classifications\*\*

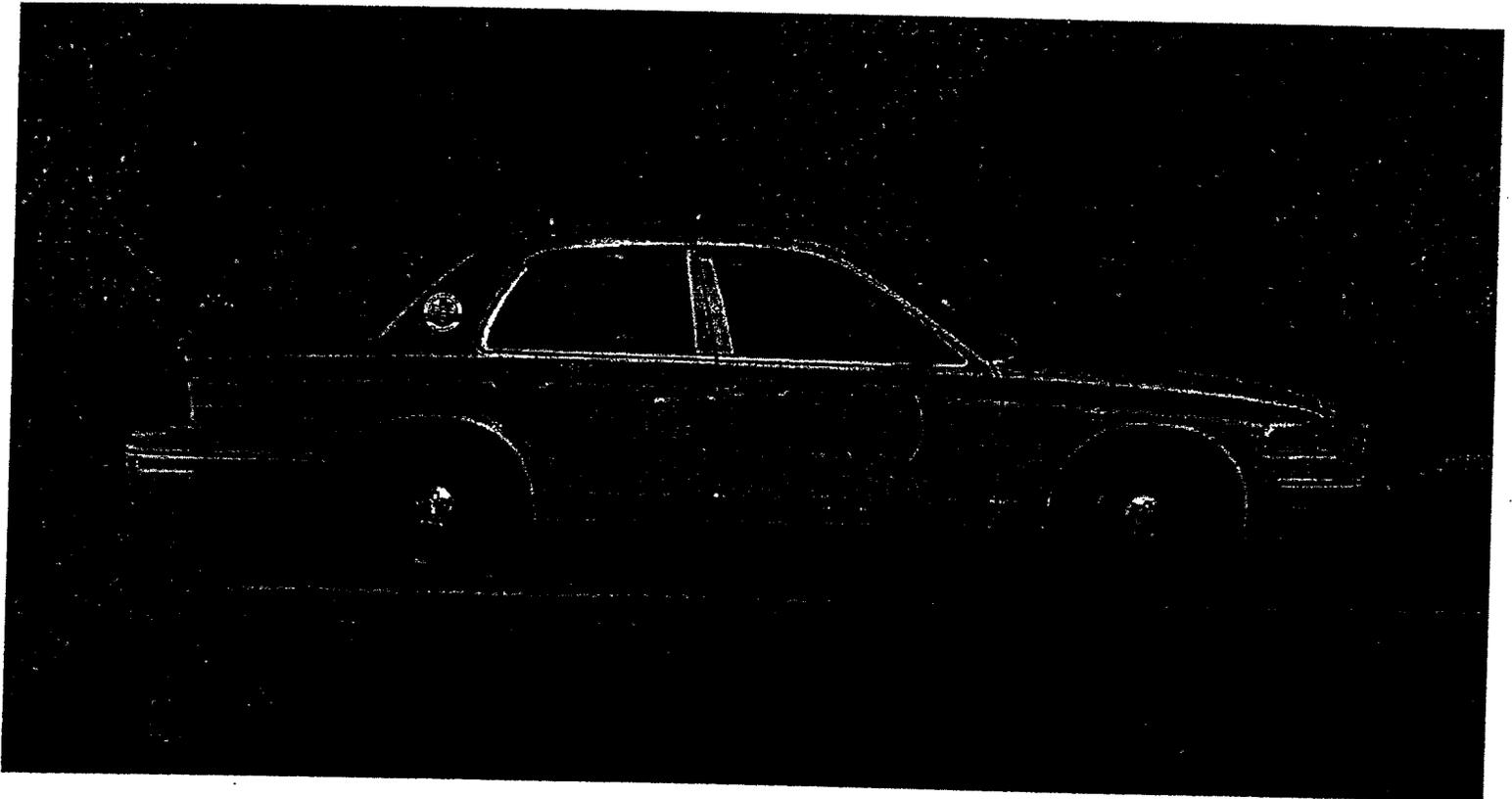
### Exhibit G

| Pay Step | Minimum    | Maximum    | Step       | Other      |
|----------|------------|------------|------------|------------|
| 1        | \$2,335.92 | \$1,935.93 | \$1,607.99 | \$1,202.45 |
| 2        | \$2,449.72 | \$2,032.94 | \$1,682.26 | \$1,256.67 |
| 3        | \$2,563.53 | \$2,132.91 | \$1,762.21 | \$1,316.65 |
| 4        | \$2,683.07 | \$2,235.72 | \$1,845.02 | \$1,376.65 |
| 5        | \$2,808.19 | \$2,344.21 | \$1,930.68 | \$1,442.34 |
| 6        | \$2,936.26 | \$2,458.37 | \$2,027.82 | \$1,513.70 |
| 7        | \$3,072.83 | \$2,572.59 | \$2,207.38 | \$1,588.03 |
| 8        | \$3,220.82 | \$2,692.54 | \$2,314.65 | \$1,662.29 |
| 9        | \$3,371.59 | \$2,818.14 | \$2,424.80 | \$1,739.36 |
| 10       | \$3,530.88 | \$2,946.65 | \$2,540.78 | \$1,908.13 |
| 11       | \$3,698.79 | \$3,083.67 | \$2,656.75 | \$1,993.32 |
| 12       | \$3,875.16 | \$3,232.17 | \$2,784.36 | \$2,092.59 |
| 13       | \$4,060.11 | \$3,383.55 | \$2,920.61 | \$2,190.37 |

\* Pay plan steps do not include fringe payments

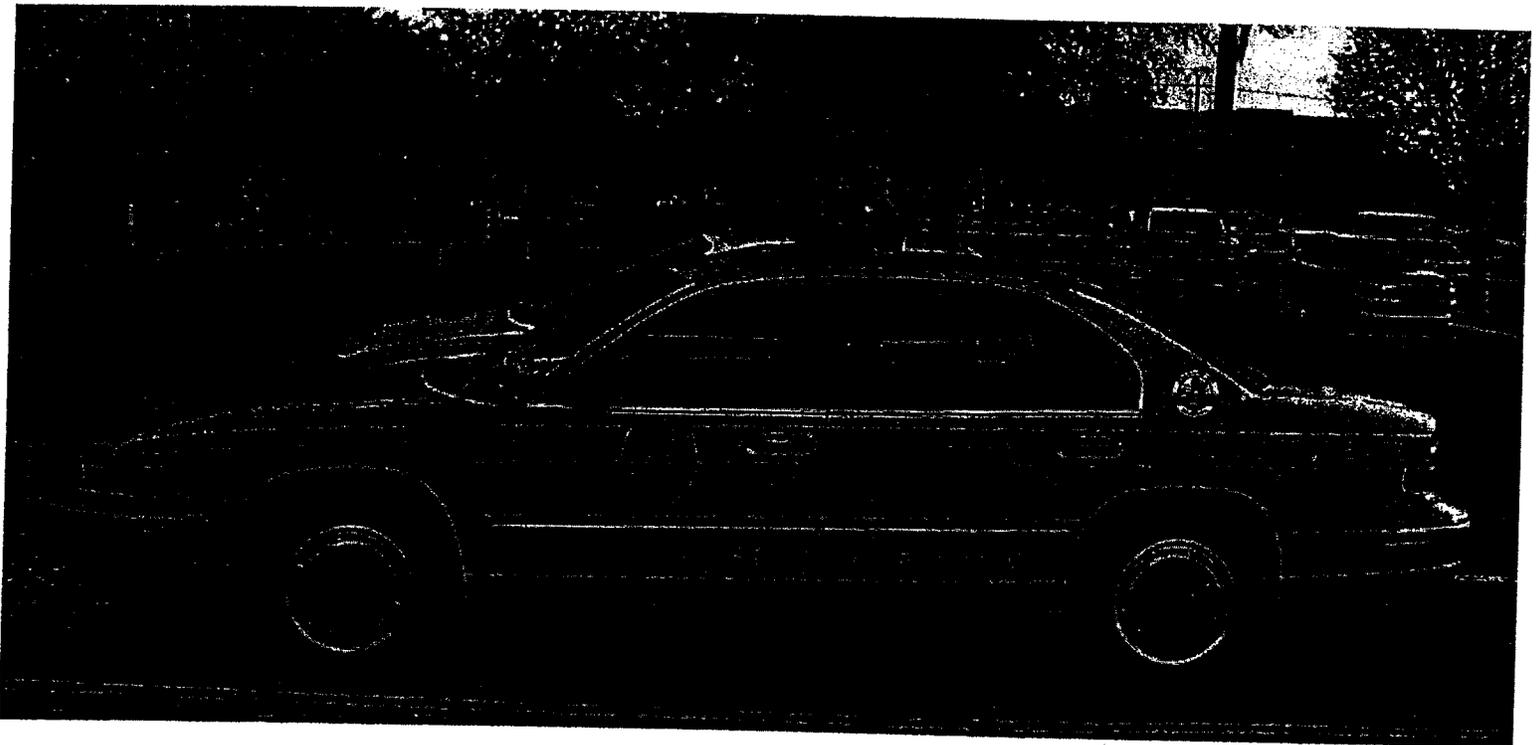
\*\* Effective the beginning of the first pay period in July of 2003, all employees in bagaining unit classification shall receive a four (4%) wage increase.

EXHIBIT H  
THE VILLAGE OF PALMETTO BAY  
VILLAGE IDENTIFIERS ON  
MDPD MARKED POLICE VEHICLES  
SWORN OFFICER



(DRAFT VERSION)

**EXHIBIT H**  
**THE VILLAGE OF PALMETTO BAY**  
**VILLAGE IDENTIFIERS ON**  
**MDPD MARKED POLICE VEHICLES**  
**PUBLIC SERVICE AIDE**



(DRAFT VERSION)

**EXHIBIT I**  
**The Village of Palmetto Bay**  
**Localized Patrol Contract Estimated Annual Budget**  
**Village Staffing\***

| Classification   |       | Ind. Cost | Total              |
|--|-------|-----------|--------------------|
| Police Captain   | 1     | \$109,000 | \$109,000          |
| (No Cost First Year)                                       | -     | \$109,000 | \$0                |
| Police Lieutenant  | 1     | \$93,000  | \$93,000           |
| Police Sergeant  | 5     | \$77,000  | \$385,000          |
| Police Detective   | 2     | \$62,000  | \$124,000          |
| Police Officer   | 26    | \$62,000  | \$1,612,000        |
| COPS   | 2     | \$62,000  | \$124,000          |
| <b>SUB-TOTAL SWORN</b>                                     |       |           | <b>\$2,338,000</b> |
| Wage Increase July 2003                                    | 4.0%  |           | \$93,520           |
| <b>SUB-TOTAL SWORN &amp; WAGE</b>                          |       |           | <b>\$2,431,520</b> |
| Public Service Aide  | 2     | \$40,000  | \$80,000           |
| Police Records Specialist                                  | 2     | \$37,000  | \$74,000           |
| Police Crime Analyst                                       | 0     | \$44,000  | \$0                |
| Secretary  | 1     | \$32,000  | \$32,000           |
| <b>SUB-TOTAL NON-SWORN</b>                                 |       |           | <b>\$186,000</b>   |
| <b>Vehicles</b>  |       |           |                    |
| (Marked+ PSA)  | 34    | \$10,790  | \$366,860          |
| (Unmarked)   | 4     | \$6,500   | \$26,000           |
| (No charge for captain vehicle)                            | -1    | \$6,500   | \$0                |
| Bicycle  | 2     | \$1,200   | \$2,400            |
| <b>SUB-TOTAL VEHICLES</b>                                  |       |           | <b>\$397,660</b>   |
| <b>SUB-TOTAL PERSONNEL</b><br>(Sworn, Non-Sworn, Vehicles) |       |           | <b>\$3,015,180</b> |
| General Overtime   | 35    | \$4,147   | \$145,145          |
| Enhanced Enforcement                                       | 1     | \$100,000 | \$100,000          |
| <b>SUB-TOTAL Overtime</b>                                  |       |           | <b>\$245,145</b>   |
| <b>Sub-Total</b>   |       |           | <b>\$3,260,325</b> |
| +8% Overhead   |       |           | \$260,826          |
| <b>EST. MIN. PATROL COST</b>                               |       |           | <b>\$3,521,151</b> |
| EST. MAX. PATROL COST                                      | 10.0% |           | \$3,873,266        |

\* All costs are based on estimated average salaries and include Fringe costs.