

RESOLUTION NO. 01-52

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING AN AGREEMENT FOR LOCAL POLICE PATROL SERVICES BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to Article IX, Section 9.2 of the Town Charter, the Town of Miami Lakes (the "Town") has agreed to utilize Miami-Dade County to provide local police patrol services; and

WHEREAS, the Town Council finds that approval of an agreement between the Town and Miami-Dade County is in the best interest of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

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

**Section 2.** The agreement for local patrol police services between Miami-Dade County and the Town of Miami Lakes (the "Agreement"), a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

**Section 3.** The Mayor is authorized to execute the Agreement on behalf of the Town.

**Section 4.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 2001.

Wayne Slaton  
WAYNE SLATON, MAYOR

ATTEST:

Beatrix M. Lyzall  
TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

M. J. S.  
ACTING TOWN ATTORNEY

m-collins/s-Thomson

Council voted <u>6-1</u> as follows:	
Mayor Wayne Slaton	<u>yes</u>
Vice Mayor Roberto Alonso	<u>yes</u>
Councilmember Mary Collins	<u>yes</u>
Councilmember Robert Meador	<u>yes</u>
Councilmember Michael Pizzi	<u>yes</u>
Councilmember Nancy Simon	<u>No</u>
Councilmember Peter Thomson	<u>yes</u>

**AGREEMENT BY AND BETWEEN**  
**MIAMI-DADE COUNTY, FLORIDA**  
**AND**  
**THE TOWN OF MIAMI LAKES**  
**FOR LOCAL PATROL POLICE SERVICES**

**THIS AGREEMENT**, by and between the Town of Miami Lakes, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as "Town"), and Miami-Dade County, Florida (hereinafter referred to collectively as "MDC"),

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

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

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

**WHEREAS**, MDC and the Town would like to abide by the following principles:

1. The Town should have the flexibility to determine the level and deployment of certain services and to identify service priorities, thereby controlling costs.
2. The Town should have the ability to choose a unique and distinctive police uniform patch, name tag to include a Town identifier, and a Town legend and Town seal for marked police vehicles assigned to the Town.
3. MDC law enforcement employees should be responsive to the citizens of the Town.
4. MDC law enforcement employees should work cooperatively with Town organizations in a problem-solving mode to maintain the safety and welfare of Town residents and visitors.
5. MDC should provide at a reasonable and predictable cost, efficient, high-quality, appropriate law enforcement services supported by technology that furthers the goals and expectations of the Town and MDC.
6. The agreement should preserve, to the extent practical, the valuable law enforcement services provided by the Miami-Dade Police Department, while providing a high level of professional police service in accordance with Town priorities.

7. MDC shall provide to the Town for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent professional police services within and throughout the corporate limits of the Town to the extent and in the manner hereinafter described.

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

## ARTICLE I DEFINITIONS

For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

- 1.1 **MDPD** shall mean the Miami-Dade Police Department.
- 1.2 **Patrol Activities** consist of diverse activities directed toward the attainment of the objectives of enforcing the law, preventing and deterring crime, arresting criminal offenders, preventing traffic crashes, maintaining public order, and providing service to the community. Such activities, include but are not limited to, directed and preventive patrolling, responding to emergency and non-emergency calls for service, conducting field interviews, arresting criminal offenders, directing and controlling traffic, issuing traffic citations and addressing quality of life issues.
- 1.3 **Patrol Unit** shall mean one marked patrol car with one uniformed police officer and all standard support equipment as described in Exhibit A.
- 1.4 **Service** shall mean comprehensive police patrol services provided each day of the year, on a twenty-four (24) hour per day basis.
- 1.5 **District Major** shall mean the MDPD District One "Miami Lakes" Major who is responsible for overseeing the Town Commander, ensuring compliance with contractual stipulations, maintaining quality service delivery, and facilitating policy-making efforts in an expeditious fashion.
- 1.6 **Town Commander** shall be a designated Police Captain who shall be authorized to direct the daily operations in the Town, effectuating the Town's priorities, managing the delivery of police services, and ensuring the policing needs of the Town are adequately met. Said Police Captain will report to the District Major and shall be paid for by MDPD and assigned directly to the Town of Miami Lakes for a period not to exceed one year, after which the Town shall pay for the services of a Police Captain.

- 1.7 **Staffing Levels** are listed in Exhibit B of this Agreement, and may be modified by the Town from time to time as needs arise. The level, degree and type of Town services and the number of positions assigned to those services shall be determined by the Town 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 with the exception of attrition.
- 1.8 **Staff Schedules** are prepared by the Town Commander to appropriately deploy personnel to ensure appropriate police resources are maintained each shift. Staff schedules may be adjusted temporarily upon the approval of the Town 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 concurrence of the Town Manager.
- 1.9 **Town Officials** shall mean the officers, employees, agents, and subcontractors of the Town of Miami Lakes.

## ARTICLE II

### MUNICIPAL POLICE SERVICES

- 2.1 Patrol personnel assigned to the Town will conduct watch orders upon formal request of a Town resident or business owner in the Town. A watch order will constitute a minimum of one visual and physical check by a uniformed patrol unit of a residence or business location to include the perimeter area within a 24-hour period.
- 2.2 Patrol personnel assigned to the Town shall make every reasonable effort to maintain an average emergency response time of five minutes while maintaining safe operations. Average emergency response time will be re-evaluated every six-months.
- 2.3 At the request of the Town Manager, one on-duty uniformed patrol officer shall be available to attend each regular and special Town Council meeting.
- 2.4 A General Investigations Unit shall be established to conduct the necessary investigations of criminal activity within the Town. The General Investigations Unit is a specialized assignment within the Town for particular investigations where and as the need for the same requires. The Unit shall operate in the traditional MDPD shift structure and be comprised of police officers from the staffing structure described in Exhibit B. The police officers assigned to this unit shall handle criminal investigations not handled by the central specialized investigative elements.
- 2.5 Patrol personnel assigned to the Town may respond, if needed, and render aid in emergency, life-saving, and in-progress violent crime incidents occurring outside the boundaries of the Town. MDPD uniform patrol units, not part of the

patrol personnel assigned to the Town, may respond, if needed, and render aid in emergency, life-saving, and in-progress violent crime incidents occurring inside the boundaries of the Town.

- 2.6 In the event, patrol personnel assigned to the Town must respond to such incidents occurring outside the boundaries of the Town, the Town Commander will ensure sufficient personnel remain in the Town to continue routine and emergency patrol activities.
- 2.7 MDC will provide dispatch response, manage the 911 system, and provide communications support to police personnel assigned to the Town of Miami Lakes.
- 2.8 Except as otherwise hereinafter specifically set forth, such professional police services shall encompass all those duties and functions of the type coming within the jurisdiction of and customarily rendered by municipal police departments.
- 2.9 Nothing in this contractual agreement is intended to usurp the authority of the MDPD policies and procedures and the MDC collective bargaining agreements. The Town of Miami Lakes or its Officials will not involve themselves in negotiating with any collective bargaining unit, direct MDPD personnel to conduct unlawful activities, utilize law enforcement information provided by MDPD in an official capacity for personal use, or direct police personnel to deliberately contradict the established MDPD policies and procedures. In addition, nothing herein is intended to usurp the authority of the Town, its policies, procedures and Charter.
- 2.10 Patrol personnel assigned to the Town shall remain within the Town's boundaries during their assigned shift unless as otherwise provided in Sections 2.5 and 2.6 or as authorized by the Town Commander or his designee.
- 2.11 During the term of this agreement, MDC shall maintain the staffing ratios of officers as specified in Exhibit G.

### ARTICLE III

#### OPTIONAL SERVICES

Upon written request of the Town Manager, MDC shall provide to the Town those optional services listed below based on the fees indicated in Exhibit D. Payment for these services are in addition to payment made pursuant to Article XI. The Town Manager will direct the level and frequency of these optional services in consultation with the District Major and/or Town Commander. These services include:

- 3.1 **Marine Patrol Unit** – is responsible for routine patrol and the enforcement of marine laws on the waterways of Miami-Dade County.

- 3.2 **Motorcycle Unit** - is responsible for enforcing traffic laws to provide for the safe and expeditious flow of the traffic on the streets of Miami-Dade County. The primary objectives of the unit are to identify and arrest impaired drivers through the use of sobriety checkpoints and saturation patrols, the enforcement of school zone speed limits, the warning, citing, and arresting of traffic violators, and responding to traffic related problems.
- 3.3 **School Crossing Guards Section** – is responsible for conducting traffic control and school crossing guard activities in elementary schools to ensure the safety of school children.
- 3.4 **Community Affairs Bureau** – is responsible for the overall promotion and coordination of community policing and crime prevention activities to include the Police Athletic League (PAL), Drug Awareness and Resistance Education (DARE), Citizen's Police Academy, Join a Team Not a Gang, and Gang Resistance Education and Training (GREAT) programs, and serves as liaison between the community and MDPD to ensure community needs are met. Activities of police personnel will include providing community policing, crime prevention and youth services activities to Town residents, as specified.
- 3.5 **Special Events Unit** – is responsible for the coordination of police activities as they relate to large scale events such as parades, athletic events, contests, festivals, public demonstrations, or other events that require a high level of coordination, planning, crowd control, traffic control, or off-regular-duty police service requested by outside entities.
- 3.6 **Enhanced Enforcement Initiative** – are special details developed to address specific emerging crime trends or community problems in an area. Details such as traffic enforcement, juvenile curfew detail, truancy sweeps, probation and parole sweeps, career criminal, gang enforcement, Robbery Intervention Details, Tactical Narcotics Team activities, warrants sweeps, Serious Habitual Offender and Comprehensive Action Program enforcement, Driving Under the Influence Checkpoints, are conducted on an overtime basis as necessary.
- 3.7 MDPD shall be the sole provider of services under Article III that require sworn personnel. The Town may elect to procure optional services that do not require sworn personnel from other providers.

**ARTICLE IV**  
**SUPPORT SERVICES**

Support services attributed to the establishment and performance of local patrol services will be provided to the Town. These services will be identified and included as an overhead cost as indicated in Exhibit E and will be recalculated on a yearly basis utilizing the same methodology. Overhead adjustments will not increase or decrease

by more than one percentage point annually. The overhead costs will cover the following internal functions:

- 4.1 **Professional Compliance Bureau** – records, registers, conducts and controls investigations of complaints against MDPD employees; supervises and controls the investigations of alleged or suspended misconduct; maintains the confidentiality of internal affairs investigations and records; and conducts staff inspections to ensure adherence to policies and procedures.
- 4.2 **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.
- 4.3 **Support Equipment** – includes the purchase of police radio equipment, maintenance of police radio system, and the purchase of safety equipment such as ballistic helmets and bulletproof vests.
- 4.4 **Polygraph Examination** – is administered to applicants during the selection and hiring process to determine the eligibility of entry-level police and other support personnel.
- 4.5 **Assessment Center** – is utilized as an assessment tool during the selection and hiring process of entry-level police personnel and during the promotional process for the ranks of Sergeant, Lieutenant, and Captain.
- 4.6 **Training Bureau** – conducts the Basic Law Enforcement recruit classes, manages training activities for law enforcement personnel to include training mandated by the State of Florida to maintain Criminal Justice Standards and Training Commission certification; and conducts specialized training activities such as first responder (CPR and AED), bicycle certification, officer survival skills, community oriented policing, crime scene techniques, investigative techniques, and crime analysis procedures, etc.
- 4.7 MDPD provides a variety of ancillary services incumbent on a large metropolitan law enforcement agency. These services denoted in Exhibit F and provided by departmental elements not listed above, will be provided to the Town of Miami Lakes without additional costs. As further areas in unincorporated MDC continue to incorporate, it will be necessary to reevaluate the distribution of costs of these ancillary services to the appropriate incorporated areas. In the event of such occurrence, the re-evaluation of these costs will be addressed by the parties during negotiations for the renewal term specified in Section 22.1.



**ARTICLE V**  
**MAINTENANCE OF ABILITY**

MDPD shall furnish to and maintain for the benefit of the Town, without additional cost therefore, all necessary labor, supervision, equipment and vehicles in good working condition, communication facilities and routine supplies necessary and proper for the purpose of performing the services, duties and responsibilities set forth and contemplated herein and as necessary to maintain the level of police service to be rendered hereunder.

**ARTICLE VI**  
**EMPLOYMENT RESPONSIBILITY**

6.1 All police officers and other persons employed by MDC in the performance of such services, functions and responsibilities as described and contemplated herein for the Town shall be and remain MDC employees.

6.2 MDPD employees assigned to the Town will continue to abide by the MDPD policies and procedures established in the Departmental Manual and pertinent subordinate directives.

6.3 MDC shall be solely responsible for all employee insurance benefits, civil service benefits, compensation and/or any status or rights during the course of employment with MDC. Accordingly, the Town shall not be called upon to assume or share any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits under Chapter 440, Florida Statutes or any other amenities of employment to any MDC personnel performing services, duties and responsibilities hereunder for the benefit of said Town and the residents thereof or any other liabilities whatsoever.

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

**ARTICLE VII**  
**EMPLOYMENT: RIGHT OF CONTROL**

7.1 MDC 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 herein.

- 7.2 The parties acknowledge that since it is important for MDPD personnel assigned to the Town to become acquainted with the general characteristics of the Town, employees assigned to the Town will become familiar with the geography, its industrial, business and residential composition, and its crime problems.
- 7.3 MDPD, after notification to the Town Manager, shall have the discretion to assign new personnel, and transfer or reassign any personnel assigned to the Town of Miami Lakes pursuant to Departmental policies and respective collective bargaining agreements. The Department will not make arbitrary staff changes. Transfers are effectuated for promotional, career opportunity, at the request of the employee, or at the request of the District Major.
- 7.4 In the event the Town Manager becomes dissatisfied with the performance of any police personnel assigned to the Town, the Town Manager shall discuss the concerns with command personnel.
- 7.5 The Town Commander shall provide the Town Manager with a prompt written notice of any transfer or reassignment of Town Police personnel.
- 7.6 Any personnel transfer or reassignment out of the Town, pursuant to this Article, shall not occur without first filling the vacated position if as a result of this vacancy the Town attrition rate will exceed the Department's overall attrition rate for the preceding quarter.
- 7.7 The District Major and/or Town Commander will promptly address concerns expressed by the Town Manager regarding performance of police personnel pursuant to the Departmental policies and procedures, career service procedures, and collective bargaining agreements.
- 7.8 Nothing shall preclude the Town Manager from discussing matters of concern regarding police services to the Town with the Director of MDPD, and/or the Miami-Dade County Manager.
- 7.9 Notwithstanding the provisions of section 2.11, if the Town Commander determines that as a result of staff re-assignments there will be a material change in the tenure ratio of officers as specified in Exhibit G, the Town Commander shall obtain written approval of the Town Manager prior to implementation of the change in tenure ratio.

**ARTICLE VIII**  
**COMMAND STAFF**

MDPD recognizes the importance of the District Major and Town Commander, and will make every effort to designate a District Major and Town Commander who will be responsive to local government and the community, meet the needs of area residents, and ensure the highest level of law enforcement activities are provided to the Town.

- 8.1 The Town Commander shall, among other specified duties, act as liaison between the Town and MDPD.
- 8.2 The designation of a District Major at the commencement of this Agreement and upon any vacancy thereafter shall be at the discretion of the Director of the MDPD, and based upon the explicit goal of providing the best qualified and professional command staff personnel to ensure a responsive and exemplary level of service to the Town. The Director shall solicit input and concerns from the Town Manager prior to the designation of the District Major. After the designation of the District Major, the Director will seek additional input and comments from the Town Manager regarding the Town's satisfaction with the District Major.
- 8.3 The Town Manager shall be entitled to select the Town Commander, with the approval of the Director of the MDPD. The Town Commander shall be selected from nominations provided by the Director of MDPD and the Town Manager. The nominations shall be of duly sworn and qualified MDPD Police Captains.
- 8.4 In the event the Town becomes dissatisfied with the performance of the District Major or Town Commander, specific concerns regarding the performance issues should be discussed with the Director to ascertain avenues of resolution and immediate remediation.
- 8.5 If specific issues cannot be resolved the Town Manager may request removal of the District Major or Town Commander at which point the MDPD Director will designate a new District Major or Town Commander through the selection process in accordance with subsections 8.2 and 8.3, if all possible remediation efforts have been exhausted. MDPD and the Town Manager shall meet to discuss possible remedies to any problems experienced by the Town. MDC agrees to act expeditiously and in good faith in resolving any problems experienced by the Town and in replacing the District Major or Town Commander, if determined to be the appropriate course of action.
- 8.6 The Town Commander will be permanently located in the same facility as police personnel. However, in the event that this location differs from the Town's governmental facility, the Town Commander will liaison daily with the Town.

- 8.7 Upon the completion of the one year period from the effective date of this Agreement, the Town may elect to maintain the Town Commander provided that the Town pays for the position. Additionally, the Town may choose the incumbent Police Captain to remain as the Town Commander.
- 8.8 The District Major, Town Commander, Miami-Dade Fire-Rescue Commander, Town Mayor and Town Manager will collectively be responsible for all emergency management duties of the Town, in conjunction with the Town and MDPD emergency operations policies and procedures.

## **ARTICLE IX**

### **EMPLOYMENT: AUTHORITY TO ACT**

- 9.1 The Town does hereby vest in each sworn officer of MDPD who, from time to time, may be assigned to the Town of Miami Lakes, to the extent allowed by law, the police powers of the Town which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon MDC hereby for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn officers.
- 9.2 Every sworn officer of MDPD so empowered hereby and engaged in the performance of the services, duties and responsibilities described and contemplated herein shall be deemed to be a sworn officer of the Town while performing such services, duties and responsibilities which constitute municipal functions and are within the scope of this Service Agreement.
- 9.3 Sworn officers of MDPD are hereby vested with the power to enforce the ordinances of the Town, to make arrests incident to the enforcement thereof and to do such other tasks as are necessary with respect thereto.

## **ARTICLE X**

### **TOWING**

- 10.1 MDPD will continue to utilize the existing MDC contract for towing services related to police enforcement.
- 10.2 Any revenues derived from towing as a result of police enforcement activities within the Town will be credited to the next payment due from the Town.
- 10.3 The Town may issue a separate towing contract for activities unrelated to MDPD police services.

**ARTICLE XI**  
**CONSIDERATION**

- 11.1 The Town shall make regular installments to MDC based on a budgeted amount of \$3,598,000 in equal monthly payments of \$299,833.33 for the first fiscal year of this Agreement. The installment payments by the Town shall be made to MDC on a monthly basis, due no later than the fifteenth day of the following month without demand; provided that the first payment from the Town to MDC for services rendered from the effective date of this agreement through March 30, 2002 shall be due on April 15th, 2002.
- 11.1.1 Notwithstanding the provisions of section 11.1, the Town's payment for the services provided pursuant to Article II and based on the staffing level in Exhibit B shall not exceed \$3,777,900 for the first year of this Agreement. The fees for the optional services under Article III shall not be included in this amount.
- 11.2 Within 30 days from the end of each quarter, the MDC shall issue a credit or debit memorandum to the Town based upon a reconciliation of the payments made by the Town and actual personnel and vehicle costs of personnel assigned to the Town. The actual costs shall include direct salaries, plus all associated fringe benefit costs, overhead costs and vehicle costs. Each quarter's debit or credit memorandum shall be applied by the Town to the following month's installment payment.
- 11.3 Payment by the Town for optional services will be based upon services rendered to the Town at the rates specified in Exhibit D. MDC will invoice the Town on a quarterly basis for such optional services. Payments for such optional services are due no later than the fifteenth day from receipt of an invoice by the Town provided that the first payment from the Town to MDC for services rendered from the effective date of this agreement through March 30, 2002, shall be due on April 15, 2002.
- 11.4 Payment for the services provided by MDC in this Agreement for subsequent fiscal years shall be based upon the level of staffing services requested by the Town utilizing the actual personnel costs of officers and equipment.
- 11.5 The County will retain all 911 fees generated within the Town to offset the costs of providing 911 services.
- 11.6 Except for the 911 fees, the Town shall retain the right to receive all revenues generated pursuant to Florida Statutes and available to municipalities for law enforcement activities.

- 11.7 The County agrees to cooperate with the Town in the preparation and submittal of any federal and/state grant funding applications.

## **ARTICLE XII**

### **FINES, FORFEITURES; PAYMENT**

- 12.1 The Town will be solely responsible for the administration, control, financial management, and compliance requirements of all federal and state forfeiture funds.
- 12.2 As part of ancillary services specified in Article IV, the MDPD Police Legal Bureau, pursuant to established Departmental policies and procedures, will assist and represent the Town in all federal and state forfeiture proceedings involving the Town.
- 12.3 When and if, the Town has sufficient forfeiture funds to secure its own legal representation for forfeiture proceedings, the MDPD will no longer provide said assistance.

## **ARTICLE XIII**

### **SPECIAL EQUIPMENT PROVISION**

- 13.1 Each patrol unit shall prominently display on the vehicle exterior at a location to be designated by the MDPD and agreed upon by the Town Manager, the legend "Town of Miami Lakes" and Town Seal in accordance with the vehicle markings depicted in Exhibit H, which is attached and incorporated herein. The parties agree to renegotiate this Article if the design and/or graphics of MDPD marked patrol unit are substantially changed.
- 13.2 The Town reserves the right to acquire their own police marked vehicles. This option can only be exercised in June of each year by written notification to MDC by the Town Manager.
- 13.3 If the Town notifies MDC pursuant to Section 13.2, the parties shall meet to determine the removal of the vehicle charges from the Agreement and to revise the Town's payment to MDC under Article XI. The vehicles to be acquired by the Town must meet or exceed MDC's police vehicle specifications. The Town, prior to any vehicle being placed into service shall transfer title of the vehicles to MDC. Upon termination of this Agreement under Article XXIII, MDC shall transfer title to said vehicles back to the Town upon expiration of the phase-out period.
- 13.4 Each uniform will have a unique and distinctive police uniform patch utilized as the Town of Miami Lakes identifier for MDPD personnel assigned to the Town

and shall be placed on one 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.

- 13.5 Each uniform will have a unique and distinctive pin made part of the officer's nameplate or placed below the officer's nameplate and utilized as the Town of Miami Lakes identifier for MDPD personnel assigned to the Town. The distinctive pin must be consistent in size, design, and format with MDPD police uniforms, and subject to MDPD review.
- 13.6 Both parties agree that all property and equipment purchased by the Town through the Town's general fund or forfeiture monies for use by MDPD personnel assigned to the Town will be the sole property of the Town, and shall be subject to the approval of MDPD to ensure consistency with its policies and procedures and operational uniformity. Any agreements for sale of such property to MDPD will be approved pursuant to the Town's policies and procedures.

**ARTICLE XIV**  
**OVERTIME DETAILS**

- 14.1 The Town Manager may request additional police personnel assigned to patrol within the Town in order to provide additional police security activities for Town sponsored activities and events. In such cases, the additional police security activities shall be done on an overtime basis and be paid for based upon the actual personnel costs to include overtime and applicable fringe benefit rates, pursuant to applicable collective bargaining agreements.
- 14.2 The Town Manager will make every effort to notify the Town Commander in writing at least three (3) days prior to a Town event to request police personnel.

**ARTICLE XV**  
**OFF-REGULAR DUTY DETAILS**

- 15.1 Private companies, associations, and citizens may request additional police services be provided on an off-regular duty basis pursuant to the Miami-Dade County Administrative Order 7-15, Rates for Special Off Duty Services.
- 15.2 Off-regular duty details will be first offered to MDPD personnel assigned to the Town. If sufficient personnel is unavailable, off-regular duty details will then be offered to interested personnel from the Miami Lakes District or department-wide, if necessary, to properly staff the off-regular duty detail. All additional

police services provided to the Town above the prescribed staffing levels in Exhibit B will be provided pursuant to Article XIV, Overtime Details.

- 15.3 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 XVI**  
**DISTRICT OFFICE**

- 16.1 MDPD shall maintain a district station in the Town located at 5975 Miami Lakes Drive East, Miami Lakes, Florida 33014.
- 16.2 MDPD personnel assigned to the Town may continue to utilize the Miami Lakes District indicated above.
- 16.3 Costs associated with the district station to include lease, utilities, general operating supplies, and maintenance are included in the overhead rate paid by the Town.
- 16.4 The Town reserves the right, at its sole expense, to establish a police station and/or a satellite office(s) with appropriate equipment, subject to the approval of the MDPD, and said approval shall not be unreasonably withheld. In the event that the Town exercises this option, the overhead charges to the Town specified in Exhibit E for the Miami Lakes Police District will be renegotiated and reduced accordingly.
- 16.5 The Town reserves the right to request a non-emergency phone line dedicated to the Town. The county will work cooperatively with the Town to determine the best method and cost of implementing this option.

**ARTICLE XVII**  
**CLAIMS**

- 17.1 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.
- 17.2 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 XVIII**  
**INDEMNIFICATION**

- 18.1 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the Town shall indemnify and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County 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 Town, its employees, officers, and agents. Provided that the County shall promptly notify the Town of each such claim, cooperate with the Town in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the Town's participation in same.
- 18.2 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the County shall indemnify and hold harmless the Town and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Town or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the County, its employees, officers, and agents. Provided that the Town shall promptly notify the County of each such claim, cooperate with the County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the County's participation in same.
- 18.3 The indemnification provisions of this Agreement shall survive termination of this Agreement for any claim that may be filed after the termination date of the Agreement provided such claims are based upon actions that occurred during the performance of this agreement.

**ARTICLE XIX**  
**REPORTING**

- 19.1 **Reporting Systems.** MDPD will collect accurate crime statistics, calls for service data, average response time and other related law enforcement statistics specifically within the Town boundaries in order to provide accurate data collection on law enforcement services provided in the Town.
- 19.2 **Reporting Period.** MDPD will provide monthly, quarterly, and yearly reports regarding criminal activity, workload indicators, and crime statistics, and other

information regarding law enforcement services provided to the Town as well as adhoc reports when requested by the Town Manager.

- 19.3 ***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 Town, and report uniform crime statistics to the Florida Department of Law Enforcement on behalf of the Town.
- 19.4 ***Notification of Significant Situations.*** The Town Commander, or designee, will notify the Town Manager, or designee, and appropriate MDPD chain-of-command personnel, in the event of a significant criminal occurrence or emergency situation within the Town.
- 19.5 ***Vacancy Reports.*** MDPD shall submit a monthly report detailing the number of vacant positions to the Town Manager by the fifteenth day of the month immediately following the month in which the vacancy occurred.

## **ARTICLE XX**

### **INDEPENDENT CONTRACTOR**

MDC, for the purposes of this Service 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 VII.

## **ARTICLE XXI**

### **TERM**

This Agreement shall be effective on November 14, 2001, and shall expire at midnight November 13, 2004 (the "Initial Term"), unless terminated earlier as specified in Article XXIII.

## **ARTICLE XXII**

### **OPTION TO RENEW**

- 22.1 The parties shall meet no later than May 1, 2004, to negotiate the terms and conditions of any extension (the "Renewal Term") to the Initial Term listed in Article XXI and shall conclude such negotiations no later than June 30, 2004, in order for both parties to anticipate budgetary considerations for fiscal year 2004-05. The Renewal Term may be for a period of up to five years.

- 22.2 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 XXI.

### **ARTICLE XXIII**

#### **TERMINATION**

- 23.1 The Town or MDC may terminate this Agreement during the Initial Term only for an Event of Default unless such default is cured as provided herein.
- 23.2 In the event that either party exercises its right to terminate this Agreement pursuant to Section 23.1, notice shall be given pursuant to Section 23.3.
- 23.3 Notwithstanding the provisions of Article 23.1, if an Event of Default occurs, in the determination of the Town, the Town shall so notify the County ("Default Notice"), specifying the basis for such default as stipulated in Article XXIV, and advising the County that such default must be cured to the Town's reasonable satisfaction within a sixty (60) day period. The Town may grant an additional period of such duration as the Town shall deem appropriate without waiver of any of the Town's rights hereunder, so long as the MDC has commenced curing such default and is effectuating a cure with diligence and continuity during such sixty (60) day period or any longer period which the Town prescribes.

Notwithstanding the provisions of Subsection 23.1, if an Event of Default occurs, in the determination of the MDC, the County may so notify the Town ("Default Notice"), specifying the basis for such default as stipulated in Article XXIV, and advising the Town that such default must be cured to MDC's reasonable satisfaction within a sixty (60) day period. MDC may grant an additional period of such duration as the County shall deem appropriate without waiver of any of MDC's rights hereunder, so long as the Town has commenced curing such default and is effectuating a cure with diligence and continuity during such sixty (60) day period or any other period which MDC prescribes.

- 23.4 In the event that either party breaches a material term or condition of this Agreement, other than an Event of Default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.
- 23.5 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement. Provided that, prior to the filing of any legal proceeding, the parties shall submit to the dispute resolution procedures of Chapter 164, Florida Statutes.

**ARTICLE XXIV**  
**EVENTS OF DEFAULT**

- 24.1 An Event of Default by Miami-Dade County, shall mean:
- 24.1.1 MDPD repeatedly disregards local police priorities established by the Town Manager and which have been previously communicated in written form to MDPD.
  - 24.1.2 MDPD maintains, for more than sixty (60) days, an attrition rate in the Town that exceeds that of the Department's overall attrition rate for the preceding quarter.
  - 24.1.3 MDPD continuously dispatches the Town of Miami Lakes officers to respond to routine calls outside of the municipality's boundaries except as provided in Section 2.5 and 2.6.
  - 24.1.4 MDPD does not maintain sufficient personnel in the Town to handle routine and emergency patrol activities.
- 24.2 An Event of Default shall mean a material breach of this Agreement by the Town of Miami Lakes, and are as follows:
- 24.2.1 Failure of the Town to provide payment as stipulated.
  - 24.2.2 Failure of the Town to fund the minimum staffing level as indicated in Exhibit C necessary to provide adequate police services and safety to police personnel.
  - 24.2.3 Failure of the Town to establish specific, written and attainable local priorities for police activities.

**ARTICLE XXV**  
**PHASE-OUT PROCESS**

- 25.1 In the event of the termination or expiration hereof, MDC and the Town shall cooperate in good faith in order to effectuate a smooth and harmonious transition from MDPD to a local police department and to maintain during the phase-out period the same high quality of police protection otherwise afforded to the residents of the Town pursuant to the terms hereof. The phase-out period shall not be less than 12 months.
- 25.2 Upon completion of the phase-out period in 25.1 and in the further event that the Town is unable to provide the same level of police protection through its own police force at the time of such termination or expiration, the then pending term

of this Agreement shall be extended upon the written request of the Town Manager in ninety (90) day increments or until the Town is capable of rendering such police service.

- 25.3 The compensation to be paid to MDC during the phase-out period shall be a prorated pursuant to Article XI at the time of termination or expiration.

**ARTICLE XXVI**  
**RECORDS, INSPECTION, AUDIT**

- 26.1 MDC shall keep records with respect to the expenditure of funds paid by the Town and the services provided to the Town under this Agreement. All such records shall be retained by MDC for a minimum of three (3) years from the date of termination or expiration of this Agreement.
- 26.2 The Town Manager or his/her designee may inspect and/or audit the records upon reasonable notice to MDC. Reasonable notice should include a written request no less than seven working days prior to the intended site visit and the identification of the specific records to be inspected.
- 26.3 MDC shall provide access to the Town Manager or his/her designee to the records during regular business hours. MDC agrees to provide such assistance as may be necessary to facilitate the inspection or audit by the Town to insure compliance with applicable accounting and financial standards.
- 26.4 Should the Town, in any audit of MDC's records, find a discrepancy between the actual amount of funds paid by the Town and the actual services received by the Town from MDC, or the Town finds a discrepancy in the amounts provided in the reconciliation by MDC under Section 11.6, then MDC shall within 30 days of receipt of written notification from the Town Manager, either credit/debit the Town the amount of the discrepancy or refund the same. If MDC disagrees with the Town's audit, MDC shall notify the Town Manager within fifteen (15) days of the receipt of the audit findings requesting an independent audit. The Town Manager and the County Manager shall select a mutually agreed independent auditor to review the audit and resolve the discrepancies. The auditor's fee will be paid by both parties equally.

**ARTICLE XXVII**  
**AUTHORITY TO EXECUTE; NO CONFLICT CREATED**

- 27.1 The MDC Manager by execution hereof does hereby represent to the Town that the MDC Manager has full power and authority to make and execute this

Service Agreement, pursuant to the Resolution of the Board of County Commissioners.

27.2 The Town Mayor, and Town Clerk, by their respective executions hereof, do each represent to MDC that they, collectively, have full power and authority to make and execute this Service Agreement on behalf of the Town of Miami Lakes, pursuant to the Resolution of the Town of Miami Lakes Council.

**ARTICLE XXVIII**

**AMENDMENTS**

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

**ARTICLE XXIX**

**NOTICE**

All notice required hereunder shall be by first class mail, except that any Notice of Termination shall be mailed via U.S. Mail, return receipt requested and any notice required hereunder shall be addressed to the party intended to receive same at the following addresses:

Town:                      Town Manager  
                                    Town of Miami Lakes  
                                    6853 Main Street  
                                    Miami Lakes, FL 33014

and                              Town Attorney  
                                    Weiss, Serota, Helfman, Pastoriza & Guedes, P.A.  
                                    2665 South Bayshore Drive  
                                    Suite 420  
                                    Miami, FL 33133

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

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 imposed hereby or contained herein.

**ARTICLE XXXI**  
**ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof.

**ARTICLE XXXII**  
**BINDING EFFECT**

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

(Signature Page Follows)

ATTEST:

**TOWN OF MIAMI LAKES,**  
a municipal corporation

BEATRIS M. ARGUELLES, TOWN CLERK

By *Beatris M Arguelles*  
Town Clerk

*Wayne Slaton*

By: Wayne Slaton, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: *Tim Bunde*  
Town Attorney

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

By its Board of County  
Commissioners:

*[Signature]*  
County Manager

ATTEST:  
HARVEY RUVIN, CLERK

By *Elizabeth Ruvins*  
Deputy Clerk



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By *Cynthia A. [Signature]*  
County Attorney



**LIST OF EXHIBITS  
TOWN OF MIAMI LAKES**

- Exhibit A. Miami-Dade Police Department Standard Support Equipment for a Patrol Unit
- Exhibit B. Police Patrol Staffing Level
- Exhibit C. Mutually Agreed Upon Number of Requisite Police Patrol Staffing
- Exhibit D. Fee Schedule for Optional Services
- Exhibit E. Calculation of Overhead Costs
- Exhibit F. List of Ancillary MDPD Services
- Exhibit G. Police Patrol Costs
- Exhibit H. Depiction of Town of Miami Lakes Identified on MDPD Marked Patrol Units

## EXHIBIT A

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

Below is the list of standard support equipment by type of assignment provided to a uniformed police officer:

	<u>QUANTITY AUTHORIZED</u>		
	<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 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		2	2
Breeches		5	5
Buttons, Shirt, Silver			30
Cap, Baseball	1	1	1
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		
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
Helmet, General Duty with straps	1	1	1
Helmet, Motorcycle		1	
Holder, Baton	1	1	1
Holster, Revolver/Semi-automatic	1	1	1
Insignia, Assignment Designator			
Selected Elements	16	16	16
Departmental	16	16	16
Insignia, Hat	1	1	1
Jacket, Brown	1	1	1
Jacket, Waist Length Cold Weather (Motorcycle and Canine only)		1	
Keepers, D-ring		2	2
Keepers, Belt	4	4	4
Manual, Departmental	1	1	1
Map, Street	1	1	1
Mask, Protective (CPR)	1	1	1
Name Plate	1	1	1
Poncho			1
Raincoat	1	1	1
Revolver	1	1	1
Scarf (Honor Guard and Mounted Patrol only; one white, one black)			2
Scarf, Gold color, sergeants			1
Scarf, Brown color, officers			1
Shirt, Long Sleeve, Taupe	2	2	2
Shirt, Short Sleeve, Taupe	5	5	5

01-52

# EXHIBIT A

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

(police reserve officers, 2)

### QUANTITY AUTHORIZED

	<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 (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

Below is the list of standard equipment issued for all marked police vehicles:

- Blankets (2 each)
- Crime Scene Tape (1 roll)
- Fire Extinguisher (1 each)
- Jumper Cables (1 set)
- Fusees (flares) (1 box of 36)
- Disposal Latex Gloves (1 box)
- First Aid Kit (1 each) containing
  - Ammonia Inhalants (2 boxes)
  - Adhesive Bandages (1 box)
  - Bandage Compress, 4" (2 each)
  - Triangular Bandage, 4" (2 each)
  - Gauze Compress, 24"x72" (2 each)
  - Alcohol Swabs (1 box)
- Fuel Card
- Spare Tire
- Jack
- Lug Wrench
- Operator's Manual
- Trunk Mount radio
- Convertacom
- Overhead Emergency Lights
- Portable Emergency Light
- External speaker
- Automated External Defibrillator
- Mobile Computing Units (Implementation On-going)

01-52

## EXHIBIT A

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

II. Police Officer Trainee, Public Service Aide, Police Records Specialist			
	<u>Police Officer Trainee</u>	<u>Public Service Aide</u>	<u>Police Specialists</u>
Records			
Armor, Body	1	1	
Baton	1		
Belt, Service, 2 1/4"	1	1	
Belt Stop	1	1	
Belt, Web, Uniform (Return after graduation)	1		
Binder, 3-ring	1	1	
Cap, Uniform	1	1	
Carrier, Radio		1	
Cover, Cap	1	1	
File, Expanding	1		
Gloves, Orange	1		
Handbook, Florida Law Enforcement	1	1	
Handcuffs	1		
Helmet, General Duty with straps	1		
Holder, Baton	1		
Insignia, Assignment Designator Metropolitan Police Institute (MPI)		10	10
Emblems for Trainees	10		
Jacket, Blue	1		
Jacket, Brown		1	
Manual, Departmental	1	1	1
Map, Street	1	1	
Mask, Protective (CPR)	1	1	1
Name Plate	1	1	
Raincoat	1	1	
Shirt, Long Sleeve, White		2	
Shirt, Short Sleeve, Blue	5		
Shirt, Short Sleeve, White		5	5
Shoes (Male or Female) Class A	2	2	1
Shoes, Class B		1	
Trousers, Male or Female, Brown, with stripe		5	
Trousers, Male or Female, Brown, no stripe			
5			
Trousers, Blue, Male or Female	5		
Whistle	1		

01-52

EXHIBIT B

TOWN OF MIAMI LAKES  
POLICE PATROL STAFFING LEVEL

<u>Job Classification</u>	<u>Quantity</u>
Police Sergeant	5
Police Officer	27
Police Officer (Detective)	3
Police Officer (Bicycle Patrol Unit)	4
Police Officer (Community Service Unit)	1
Police Officer (Motorcycle Unit)	1
Public Service Aide	1
<b>Total</b>	<b>42</b>

01-52

EXHIBIT C

TOWN OF MIAMI LAKES  
MUTUALLY AGREED UPON MINIMUM NUMBER  
OF REQUISITE POLICE PATROL STAFFING

<u>Job Classification</u>	<u>Quantity</u>
Police Sergeant	5
Police Officer	27
Police Officer (Detective)	3
<b>Total</b>	<b>35</b>

01-52

**EXHIBIT D**

**TOWN OF MIAMI LAKES  
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 and promotional materials and other supplies associated with educational/prevention activities will be charged as incurred

Police Officer Hourly Rate	\$26.00
Police Officer Overtime Rate	\$39.00
Police Sergeant Hourly Rate	\$33.64
Police Sergeant Overtime Rate	\$50.46

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

Costs 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	\$8,300.00
-----------------------	------------

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

01-52

**EXHIBIT E**

**TOWN OF MIAMI LAKES**

**CALCULATION OF OVERHEAD COSTS**

<b>FY 2001-02 BUDGET ALLOCATION</b>	<b>UMSA INCREMENTAL OVERHEAD</b>
Professional Compliance Bureau	\$4,476,590
Facilities Management Section	\$2,141,309
Electrical Service	\$724,966
Water and Sewer	\$116,305
Waste Collection	\$87,616
Janitorial Service	\$426,451
Building Rental	\$1,860,875
Building Leases	\$124,058
Telephone	\$1,402,712
Safety Equipment	\$232,609
Personnel Management Bureau	
Polygraph Report Assessment Center	\$232,609 \$627,115
Radio Replacement	\$500,000
Telecommunications	\$1,343,784
Training Bureau	\$4,588,701
<b>DEPARTMENT TOTAL</b>	<b>\$18,885,700</b>
<b>Total UMSA Police Cost</b>	\$285,077,533
<b>Variable Overhead</b>	(\$18,885,700)
<b>Fixed Overhead</b>	(\$29,479,017)
<b>Total Direct Cost</b>	\$236,712,816
<b>Overhead Rate</b>	8.0%

01-52



## EXHIBIT F

### TOWN OF MIAMI LAKES 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

### TOWN OF MIAMI LAKES 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

01-52

## EXHIBIT F

### TOWN OF MIAMI LAKES 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.

**EXHIBIT G**

**TOWN OF MIAMI LAKES  
POLICE PATROL COSTS**

			Budget Allocation
<b>BASE LEVEL STAFFING</b>			
Police Sergeant			\$85,002
Police Sergeant			\$80,123
Police Sergeant			\$88,412
Police Sergeant			\$81,280
Police Sergeant			\$82,061
Police Officer			\$54,186
Police Officer			\$54,186
Police Officer			\$74,146
Police Officer			\$56,157
Police Officer			\$59,097
Police Officer			\$54,186
Police Officer			\$54,186
Police Officer			\$63,416
Police Officer			\$54,186
Police Officer			\$54,186
Police Officer			\$63,885
Police Officer			\$58,316
Police Officer			\$54,186
Police Officer			\$54,186
Police Officer			\$54,186
Police Officer			\$65,856
Police Officer			\$65,856
Police Officer			\$54,186
Police Officer			\$83,282
Police Officer			\$56,626
Police Officer			\$64,148
Police Officer			\$54,186
Police Officer			\$54,186
Police Officer			\$61,442
Police Officer			\$54,186
Police Officer			\$56,157
Police Officer			\$63,104
Police Detective			\$77,338
Police Detective			\$73,833
Police Detective			\$63,104
P.O. Bicycle Unit			\$77,651
P.O. Bicycle Unit			\$76,714
P.O. Bicycle Unit			\$77,338
P.O. Bicycle Unit			\$60,661
P.O.-Motors			\$68,389
P.O. COPS			\$77,338
Public Svc. Aide			\$39,611
<b>Salary Subtotal</b>			<b>\$2,704,763</b>

01-52

**EXHIBIT G**

**TOWN OF MIAMI LAKES  
POLICE PATROL COSTS**

Number of Vehicles	41	\$9,207	\$377,494
Number of Motorcycle Units	1	\$5,800	\$5,800
<b>Fleet Subtotal</b>			<b>\$383,294</b>
OVERTIME RECOMMENDATION			
General Overtime	42	\$3,415	\$143,430
Enhanced Enforcement Initiative (Hours)	2,564	\$100,000	\$100,000
<b>Subtotal</b>			<b>\$243,430</b>
<b>TOTAL DIRECT</b>			<b>\$3,331,487</b>
<b>8% Overhead</b>			<b>\$266,518</b>
<b>GRAND TOTAL</b>			<b>\$3,598,005</b>

01-52

EXHIBIT H  
TOWN OF MIAMI LAKES  
TOWN IDENTIFIERS ON  
MDPD MARKED POLICE VEHICLES  
Public Service Aide



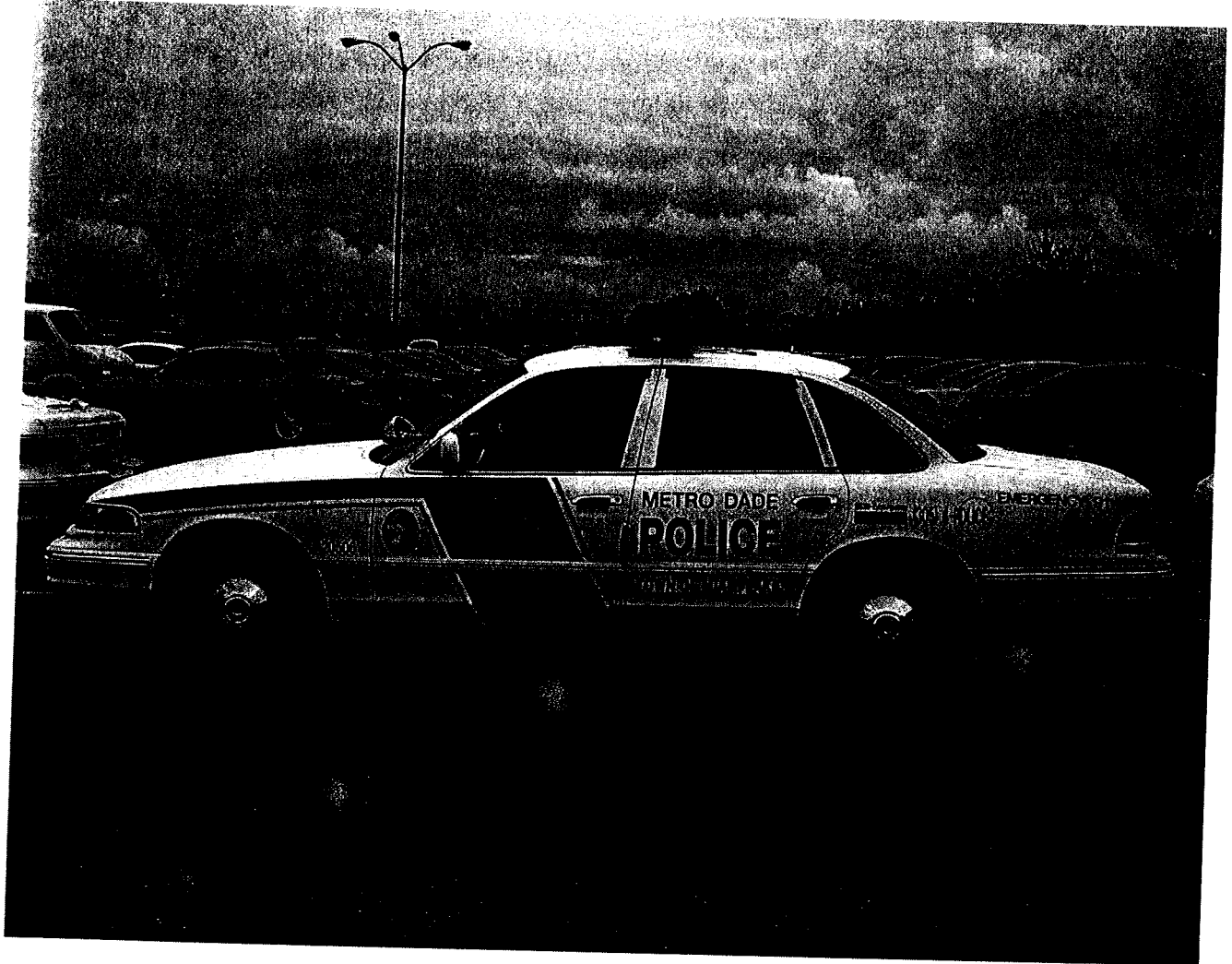
01-54

**EXHIBIT H  
TOWN OF MIAMI LAKES  
TOWN IDENTIFIERS ON  
MDPD MARKED POLICE VEHICLES  
Sworn Officers**



01-52

**EXHIBIT H**  
**TOWN OF MIAMI LAKES**  
**TOWN IDENTIFIERS ON**  
**MDPD MARKED POLICE VEHICLES**  
**Sworn Officers**



01-52



**AGREEMENT BY AND BETWEEN**  
**MIAMI-DADE COUNTY, FLORIDA**  
**AND**  
**THE TOWN OF MIAMI LAKES**  
**FOR LOCAL PATROL POLICE SERVICES**

**THIS AGREEMENT**, by and between the Town of Miami Lakes, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as "Town"), and Miami-Dade County, Florida (hereinafter referred to collectively as "MDC"),

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

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

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

**WHEREAS**, MDC and the Town would like to abide by the following principles:

1. The Town should have the flexibility to determine the level and deployment of certain services and to identify service priorities, thereby controlling costs.
2. The Town should have the ability to choose a unique and distinctive police uniform patch, name tag to include a Town identifier, and a Town legend and Town seal for marked police vehicles assigned to the Town.
3. MDC law enforcement employees should be responsive to the citizens of the Town.
4. MDC law enforcement employees should work cooperatively with Town organizations in a problem-solving mode to maintain the safety and welfare of Town residents and visitors.
5. MDC should provide at a reasonable and predictable cost, efficient, high-quality, appropriate law enforcement services supported by technology that furthers the goals and expectations of the Town and MDC.
6. The agreement should preserve, to the extent practical, the valuable law enforcement services provided by the Miami-Dade Police Department, while providing a high level of professional police service in accordance with Town priorities.

7. MDC shall provide to the Town for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent professional police services within and throughout the corporate limits of the Town to the extent and in the manner hereinafter described.

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

## ARTICLE I DEFINITIONS

For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

- 1.1 **MDPD** shall mean the Miami-Dade Police Department.
- 1.2 **Patrol Activities** consist of diverse activities directed toward the attainment of the objectives of enforcing the law, preventing and deterring crime, arresting criminal offenders, preventing traffic crashes, maintaining public order, and providing service to the community. Such activities, include but are not limited to, directed and preventive patrolling, responding to emergency and non-emergency calls for service, conducting field interviews, arresting criminal offenders, directing and controlling traffic, issuing traffic citations and addressing quality of life issues.
- 1.3 **Patrol Unit** shall mean one marked patrol car with one uniformed police officer and all standard support equipment as described in Exhibit A.
- 1.4 **Service** shall mean comprehensive police patrol services provided each day of the year, on a twenty-four (24) hour per day basis.
- 1.5 **District Major** shall mean the MDPD District One "Miami Lakes" Major who is responsible for overseeing the Town Commander, ensuring compliance with contractual stipulations, maintaining quality service delivery, and facilitating policy-making efforts in an expeditious fashion.
- 1.6 **Town Commander** shall be a designated Police Captain who shall be authorized to direct the daily operations in the Town, effectuating the Town's priorities, managing the delivery of police services, and ensuring the policing needs of the Town are adequately met. Said Police Captain will report to the District Major and shall be paid for by MDPD and assigned directly to the Town of Miami Lakes for a period not to exceed one year, after which the Town shall pay for the services of a Police Captain.

- 1.7 **Staffing Levels** are listed in Exhibit B of this Agreement, and may be modified by the Town from time to time as needs arise. The level, degree and type of Town services and the number of positions assigned to those services shall be determined by the Town 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 with the exception of attrition.
- 1.8 **Staff Schedules** are prepared by the Town Commander to appropriately deploy personnel to ensure appropriate police resources are maintained each shift. Staff schedules may be adjusted temporarily upon the approval of the Town 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 concurrence of the Town Manager.
- 1.9 **Town Officials** shall mean the officers, employees, agents, and subcontractors of the Town of Miami Lakes.

## ARTICLE II

### MUNICIPAL POLICE SERVICES

- 2.1 Patrol personnel assigned to the Town will conduct watch orders upon formal request of a Town resident or business owner in the Town. A watch order will constitute a minimum of one visual and physical check by a uniformed patrol unit of a residence or business location to include the perimeter area within a 24-hour period.
- 2.2 Patrol personnel assigned to the Town shall make every reasonable effort to maintain an average emergency response time of five minutes while maintaining safe operations. Average emergency response time will be re-evaluated every six-months.
- 2.3 At the request of the Town Manager, one on-duty uniformed patrol officer shall be available to attend each regular and special Town Council meeting.
- 2.4 A General Investigations Unit shall be established to conduct the necessary investigations of criminal activity within the Town. The General Investigations Unit is a specialized assignment within the Town for particular investigations where and as the need for the same requires. The Unit shall operate in the traditional MDPD shift structure and be comprised of police officers from the staffing structure described in Exhibit B. The police officers assigned to this unit shall handle criminal investigations not handled by the central specialized investigative elements.
- 2.5 Patrol personnel assigned to the Town may respond, if needed, and render aid in emergency, life-saving, and in-progress violent crime incidents occurring outside the boundaries of the Town. MDPD uniform patrol units, not part of the patrol personnel assigned to the Town, may respond, if needed, and render aid in

emergency, life-saving, and in-progress violent crime incidents occurring inside the boundaries of the Town.

- 2.6 In the event, patrol personnel assigned to the Town must respond to such incidents occurring outside the boundaries of the Town, the Town Commander will ensure sufficient personnel remain in the Town to continue routine and emergency patrol activities.
- 2.7 MDC will provide dispatch response, manage the 911 system, and provide communications support to police personnel assigned to the Town of Miami Lakes.
- 2.8 Except as otherwise hereinafter specifically set forth, such professional police services shall encompass all those duties and functions of the type coming within the jurisdiction of and customarily rendered by municipal police departments.
- 2.9 Nothing in this contractual agreement is intended to usurp the authority of the MDPD policies and procedures and the MDC collective bargaining agreements. The Town of Miami Lakes or its Officials will not involve themselves in negotiating with any collective bargaining unit, direct MDPD personnel to conduct unlawful activities, utilize law enforcement information provided by MDPD in an official capacity for personal use, or direct police personnel to deliberately contradict the established MDPD policies and procedures. In addition, nothing herein is intended to usurp the authority of the Town, its policies, procedures and Charter.
- 2.10 Patrol personnel assigned to the Town shall remain within the Town's boundaries during their assigned shift unless as otherwise provided in Sections 2.5 and 2.6 or as authorized by the Town Commander or his designee.
- 2.11 During the term of this agreement, MDC shall maintain the staffing ratios of officers as specified in Exhibit G.

### ARTICLE III OPTIONAL SERVICES

Upon written request of the Town Manager, MDC shall provide to the Town those optional services listed below based on the fees indicated in Exhibit D. Payment for these services are in addition to payment made pursuant to Article XI. The Town Manager will direct the level and frequency of these optional services in consultation with the District Major and/or Town Commander. These services include:

- 3.1 **Marine Patrol Unit** – is responsible for routine patrol and the enforcement of marine laws on the waterways of Miami-Dade County.
- 3.2 **Motorcycle Unit** - is responsible for enforcing traffic laws to provide for the safe and expeditious flow of the traffic on the streets of Miami-Dade County. The primary objectives of the unit are to identify and arrest impaired drivers through the use of

sobriety checkpoints and saturation patrols, the enforcement of school zone speed limits, the warning, citing, and arresting of traffic violators, and responding to traffic related problems.

- 3.3 **School Crossing Guards Section** – is responsible for conducting traffic control and school crossing guard activities in elementary schools to ensure the safety of school children.
- 3.4 **Community Affairs Bureau** – is responsible for the overall promotion and coordination of community policing and crime prevention activities to include the Police Athletic League (PAL), Drug Awareness and Resistance Education (DARE), Citizen's Police Academy, Join a Team Not a Gang, and Gang Resistance Education and Training (GREAT) programs, and serves as liaison between the community and MDPD to ensure community needs are met. Activities of police personnel will include providing community policing, crime prevention and youth services activities to Town residents, as specified.
- 3.5 **Special Events Unit** – is responsible for the coordination of police activities as they relate to large scale events such as parades, athletic events, contests, festivals, public demonstrations, or other events that require a high level of coordination, planning, crowd control, traffic control, or off-regular-duty police service requested by outside entities.
- 3.6 **Enhanced Enforcement Initiative** – are special details developed to address specific emerging crime trends or community problems in an area. Details such as traffic enforcement, juvenile curfew detail, truancy sweeps, probation and parole sweeps, career criminal, gang enforcement, Robbery Intervention Details, Tactical Narcotics Team activities, warrants sweeps, Serious Habitual Offender and Comprehensive Action Program enforcement, Driving Under the Influence Checkpoints, are conducted on an overtime basis as necessary.
- 3.7 MDPD shall be the sole provider of services under Article III that require sworn personnel. The Town may elect to procure optional services that do not require sworn personnel from other providers.

#### **ARTICLE IV**

#### **SUPPORT SERVICES**

Support services attributed to the establishment and performance of local patrol services will be provided to the Town. These services will be identified and included as an overhead cost as indicated in Exhibit E and will be recalculated on a yearly basis utilizing the same methodology. Overhead adjustments will not increase or decrease by more than one percentage point annually. The overhead costs will cover the following internal functions:

- 4.1 **Professional Compliance Bureau** – records, registers, conducts and controls investigations of complaints against MDPD employees; supervises and controls the investigations of alleged or suspended misconduct; maintains the confidentiality of internal affairs investigations and records; and conducts staff inspections to ensure adherence to policies and procedures.
- 4.2 **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.
- 4.3 **Support Equipment** – includes the purchase of police radio equipment, maintenance of police radio system, and the purchase of safety equipment such as ballistic helmets and bulletproof vests.
- 4.4 **Polygraph Examination** – is administered to applicants during the selection and hiring process to determine the eligibility of entry-level police and other support personnel.
- 4.5 **Assessment Center** – is utilized as an assessment tool during the selection and hiring process of entry-level police personnel and during the promotional process for the ranks of Sergeant, Lieutenant, and Captain.
- 4.6 **Training Bureau** – conducts the Basic Law Enforcement recruit classes, manages training activities for law enforcement personnel to include training mandated by the State of Florida to maintain Criminal Justice Standards and Training Commission certification; and conducts specialized training activities such as first responder (CPR and AED), bicycle certification, officer survival skills, community oriented policing, crime scene techniques, investigative techniques, and crime analysis procedures, etc.
- 4.7 MDPD provides a variety of ancillary services incumbent on a large metropolitan law enforcement agency. These services denoted in Exhibit F and provided by departmental elements not listed above, will be provided to the Town of Miami Lakes without additional costs. As further areas in unincorporated MDC continue to incorporate, it will be necessary to reevaluate the distribution of costs of these ancillary services to the appropriate incorporated areas. In the event of such occurrence, the re-evaluation of these costs will be addressed by the parties during negotiations for the renewal term specified in Section 22.1.

**ARTICLE V**  
**MAINTENANCE OF ABILITY**

MDPD shall furnish to and maintain for the benefit of the Town, without additional cost therefore, all necessary labor, supervision, equipment and vehicles in good working condition, communication facilities and routine supplies necessary and proper for the purpose of performing the services, duties and responsibilities set forth and contemplated herein and as necessary to maintain the level of police service to be rendered hereunder.

**ARTICLE VI**  
**EMPLOYMENT RESPONSIBILITY**

- 6.1 All police officers and other persons employed by MDC in the performance of such services, functions and responsibilities as described and contemplated herein for the Town shall be and remain MDC employees.
- 6.2 MDPD employees assigned to the Town will continue to abide by the MDPD policies and procedures established in the Departmental Manual and pertinent subordinate directives.
- 6.3 MDC shall be solely responsible for all employee insurance benefits, civil service benefits, compensation and/or any status or rights during the course of employment with MDC. Accordingly, the Town shall not be called upon to assume or share any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits under Chapter 440, Florida Statutes or any other amenities of employment to any MDC personnel performing services, duties and responsibilities hereunder for the benefit of said Town and the residents thereof or any other liabilities whatsoever.
- 6.4 MDC is, and shall be in the performance of all work, services and activities under this Agreement, an independent contractor and not an employee, agent or servant of the Town. Nothing in this agreement shall be construed to create an employment relationship between the Town and any MDC employees.

**ARTICLE VII**  
**EMPLOYMENT: RIGHT OF CONTROL**

- 7.1 MDC 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 herein.

- 7.2 The parties acknowledge that since it is important for MDPD personnel assigned to the Town to become acquainted with the general characteristics of the Town, employees assigned to the Town will become familiar with the geography, its industrial, business and residential composition, and its crime problems.
- 7.3 MDPD, after notification to the Town Manager, shall have the discretion to assign new personnel, and transfer or reassign any personnel assigned to the Town of Miami Lakes pursuant to Departmental policies and respective collective bargaining agreements. The Department will not make arbitrary staff changes. Transfers are effectuated for promotional, career opportunity, at the request of the employee, or at the request of the District Major.
- 7.4 In the event the Town Manager becomes dissatisfied with the performance of any police personnel assigned to the Town, the Town Manager shall discuss the concerns with command personnel.
- 7.5 The Town Commander shall provide the Town Manager with a prompt written notice of any transfer or reassignment of Town Police personnel.
- 7.6 Any personnel transfer or reassignment out of the Town, pursuant to this Article, shall not occur without first filling the vacated position if as a result of this vacancy the Town attrition rate will exceed the Department's overall attrition rate for the preceding quarter.
- 7.7 The District Major and/or Town Commander will promptly address concerns expressed by the Town Manager regarding performance of police personnel pursuant to the Departmental policies and procedures, career service procedures, and collective bargaining agreements.
- 7.8 Nothing shall preclude the Town Manager from discussing matters of concern regarding police services to the Town with the Director of MDPD, and/or the Miami-Dade County Manager.
- 7.9 Notwithstanding the provisions of section 2.11, if the Town Commander determines that as a result of staff re-assignments there will be a material change in the tenure ratio of officers as specified in Exhibit G, the Town Commander shall obtain written approval of the Town Manager prior to implementation of the change in tenure ratio.



**ARTICLE VIII**  
**COMMAND STAFF**

MDPD recognizes the importance of the District Major and Town Commander, and will make every effort to designate a District Major and Town Commander who will be responsive to local government and the community, meet the needs of area residents, and ensure the highest level of law enforcement activities are provided to the Town.

- 8.1 The Town Commander shall, among other specified duties, act as liaison between the Town and MDPD.
- 8.2 The designation of a District Major at the commencement of this Agreement and upon any vacancy thereafter shall be at the discretion of the Director of the MDPD, and based upon the explicit goal of providing the best qualified and professional command staff personnel to ensure a responsive and exemplary level of service to the Town. The Director shall solicit input and concerns from the Town Manager prior to the designation of the District Major. After the designation of the District Major, the Director will seek additional input and comments from the Town Manager regarding the Town's satisfaction with the District Major.
- 8.3 The Town Manager shall be entitled to select the Town Commander, with the approval of the Director of the MDPD. The Town Commander shall be selected from nominations provided by the Director of MDPD and the Town Manager. The nominations shall be of duly sworn and qualified MDPD Police Captains.
- 8.4 In the event the Town becomes dissatisfied with the performance of the District Major or Town Commander, specific concerns regarding the performance issues should be discussed with the Director to ascertain avenues of resolution and immediate remediation.
- 8.5 If specific issues cannot be resolved the Town Manager may request removal of the District Major or Town Commander at which point the MDPD Director will designate a new District Major or Town Commander through the selection process in accordance with subsections 8.2 and 8.3, if all possible remediation efforts have been exhausted. MDPD and the Town Manager shall meet to discuss possible remedies to any problems experienced by the Town. MDC agrees to act expeditiously and in good faith in resolving any problems experienced by the Town and in replacing the District Major or Town Commander, if determined to be the appropriate course of action.
- 8.6 The Town Commander will be permanently located in the same facility as police personnel. However, in the event that this location differs from the Town's governmental facility, the Town Commander will liaison daily with the Town.

- 8.7 Upon the completion of the one year period from the effective date of this Agreement, the Town may elect to maintain the Town Commander provided that the Town pays for the position. Additionally, the Town may choose the incumbent Police Captain to remain as the Town Commander.
- 8.8 The District Major, Town Commander, Miami-Dade Fire-Rescue Commander, Town Mayor and Town Manager will collectively be responsible for all emergency management duties of the Town, in conjunction with the Town and MDPD emergency operations policies and procedures.

**ARTICLE IX**  
**EMPLOYMENT: AUTHORITY TO ACT**

- 9.1 The Town does hereby vest in each sworn officer of MDPD who, from time to time, may be assigned to the Town of Miami Lakes, to the extent allowed by law, the police powers of the Town which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon MDC hereby for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn officers.
- 9.2 Every sworn officer of MDPD so empowered hereby and engaged in the performance of the services, duties and responsibilities described and contemplated herein shall be deemed to be a sworn officer of the Town while performing such services, duties and responsibilities which constitute municipal functions and are within the scope of this Service Agreement.
- 9.3 Sworn officers of MDPD are hereby vested with the power to enforce the ordinances of the Town, to make arrests incident to the enforcement thereof and to do such other tasks as are necessary with respect thereto.

**ARTICLE X**  
**TOWING**

- 10.1 MDPD will continue to utilize the existing MDC contract for towing services related to police enforcement.
- 10.2 Any revenues derived from towing as a result of police enforcement activities within the Town will be credited to the next payment due from the Town.
- 10.3 The Town may issue a separate towing contract for activities unrelated to MDPD police services.

**ARTICLE XI**  
**CONSIDERATION**

- 11.1 The Town shall make regular installments to MDC based on a budgeted amount of \$3,598,000 in equal monthly payments of \$299,833.33 for the first fiscal year of this Agreement. The installment payments by the Town shall be made to MDC on a monthly basis, due no later than the fifteenth day of the following month without demand; provided that the first payment from the Town to MDC for services rendered from the effective date of this agreement through March 30, 2002 shall be due on April 15th, 2002.
- 11.1.1 Notwithstanding the provisions of section 11.1, the Town's payment for the services provided pursuant to Article II and based on the staffing level in Exhibit B shall not exceed \$3,777,900 for the first year of this Agreement. The fees for the optional services under Article III shall not be included in this amount.
- 11.2 Within 30 days from the end of each quarter, the MDC shall issue a credit or debit memorandum to the Town based upon a reconciliation of the payments made by the Town and actual personnel and vehicle costs of personnel assigned to the Town. The actual costs shall include direct salaries, plus all associated fringe benefit costs, overhead costs and vehicle costs. Each quarter's debit or credit memorandum shall be applied by the Town to the following month's installment payment.
- 11.3 Payment by the Town for optional services will be based upon services rendered to the Town at the rates specified in Exhibit D. MDC will invoice the Town on a quarterly basis for such optional services. Payments for such optional services are due no later than the fifteenth day from receipt of an invoice by the Town provided that the first payment from the Town to MDC for services rendered from the effective date of this agreement through March 30, 2002, shall be due on April 15, 2002.
- 11.4 Payment for the services provided by MDC in this Agreement for subsequent fiscal years shall be based upon the level of staffing services requested by the Town utilizing the actual personnel costs of officers and equipment.
- 11.5 The County will retain all 911 fees generated within the Town to offset the costs of providing 911 services.
- 11.6 Except for the 911 fees, the Town shall retain the right to receive all revenues generated pursuant to Florida Statutes and available to municipalities for law enforcement activities.

- 11.7 The County agrees to cooperate with the Town in the preparation and submittal of any federal and/state grant funding applications.

## **ARTICLE XII**

### **FINES, FORFEITURES; PAYMENT**

- 12.1 The Town will be solely responsible for the administration, control, financial management, and compliance requirements of all federal and state forfeiture funds.
- 12.2 As part of ancillary services specified in Article IV, the MDPD Police Legal Bureau, pursuant to established Departmental policies and procedures, will assist and represent the Town in all federal and state forfeiture proceedings involving the Town.
- 12.3 When and if, the Town has sufficient forfeiture funds to secure its own legal representation for forfeiture proceedings, the MDPD will no longer provide said assistance.

## **ARTICLE XIII**

### **SPECIAL EQUIPMENT PROVISION**

- 13.1 Each patrol unit shall prominently display on the vehicle exterior at a location to be designated by the MDPD and agreed upon by the Town Manager, the legend "Town of Miami Lakes" and Town Seal in accordance with the vehicle markings depicted in Exhibit H, which is attached and incorporated herein. The parties agree to renegotiate this Article if the design and/or graphics of MDPD marked patrol unit are substantially changed.
- 13.2 The Town reserves the right to acquire their own police marked vehicles. This option can only be exercised in June of each year by written notification to MDC by the Town Manager.
- 13.3 If the Town notifies MDC pursuant to Section 13.2, the parties shall meet to determine the removal of the vehicle charges from the Agreement and to revise the Town's payment to MDC under Article XI. The vehicles to be acquired by the Town must meet or exceed MDC's police vehicle specifications. The Town, prior to any vehicle being placed into service shall transfer title of the vehicles to MDC. Upon termination of this Agreement under Article XXIII, MDC shall transfer title to said vehicles back to the Town upon expiration of the phase-out period.
- 13.4 Each uniform will have a unique and distinctive police uniform patch utilized as the Town of Miami Lakes identifier for MDPD personnel assigned to the Town

and shall be placed on one 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.

- 13.5 Each uniform will have a unique and distinctive pin made part of the officer's nameplate or placed below the officer's nameplate and utilized as the Town of Miami Lakes identifier for MDPD personnel assigned to the Town. The distinctive pin must be consistent in size, design, and format with MDPD police uniforms, and subject to MDPD review.
- 13.6 Both parties agree that all property and equipment purchased by the Town through the Town's general fund or forfeiture monies for use by MDPD personnel assigned to the Town will be the sole property of the Town, and shall be subject to the approval of MDPD to ensure consistency with its policies and procedures and operational uniformity. Any agreements for sale of such property to MDPD will be approved pursuant to the Town's policies and procedures.

#### **ARTICLE XIV** **OVERTIME DETAILS**

- 14.1 The Town Manager may request additional police personnel assigned to patrol within the Town in order to provide additional police security activities for Town sponsored activities and events. In such cases, the additional police security activities shall be done on an overtime basis and be paid for based upon the actual personnel costs to include overtime and applicable fringe benefit rates, pursuant to applicable collective bargaining agreements.
- 14.2 The Town Manager will make every effort to notify the Town Commander in writing at least three (3) days prior to a Town event to request police personnel.

#### **ARTICLE XV** **OFF-REGULAR DUTY DETAILS**

- 15.1 Private companies, associations, and citizens may request additional police services be provided on an off-regular duty basis pursuant to the Miami-Dade County Administrative Order 7-15, Rates for Special Off Duty Services.
- 15.2 Off-regular duty details will be first offered to MDPD personnel assigned to the Town. If sufficient personnel is unavailable, off-regular duty details will then be offered to interested personnel from the Miami Lakes District or department-wide, if necessary, to properly staff the off-regular duty detail. All additional police

services provided to the Town above the prescribed staffing levels in Exhibit B will be provided pursuant to Article XIV, Overtime Details.

- 15.3 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 XVI**  
**DISTRICT OFFICE**

- 16.1 MDPD shall maintain a district station in the Town located at 5975 Miami Lakes Drive East, Miami Lakes, Florida 33014.
- 16.2 MDPD personnel assigned to the Town may continue to utilize the Miami Lakes District indicated above.
- 16.3 Costs associated with the district station to include lease, utilities, general operating supplies, and maintenance are included in the overhead rate paid by the Town.
- 16.4 The Town reserves the right, at its sole expense, to establish a police station and/or a satellite office(s) with appropriate equipment, subject to the approval of the MDPD, and said approval shall not be unreasonably withheld. In the event that the Town exercises this option, the overhead charges to the Town specified in Exhibit E for the Miami Lakes Police District will be renegotiated and reduced accordingly.
- 16.5 The Town reserves the right to request a non-emergency phone line dedicated to the Town. The county will work cooperatively with the Town to determine the best method and cost of implementing this option.

**ARTICLE XVII**  
**CLAIMS**

- 17.1 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.
- 17.2 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 XVIII**  
**INDEMNIFICATION**

- 18.1 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the Town shall indemnify and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County 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 Town, its employees, officers, and agents. Provided that the County shall promptly notify the Town of each such claim, cooperate with the Town in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the Town's participation in same.
- 18.2 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the County shall indemnify and hold harmless the Town and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Town or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the County, its employees, officers, and agents. Provided that the Town shall promptly notify the County of each such claim, cooperate with the County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the County's participation in same.
- 18.3 The indemnification provisions of this Agreement shall survive termination of this Agreement for any claim that may be filed after the termination date of the Agreement provided such claims are based upon actions that occurred during the performance of this agreement.

**ARTICLE XIX**  
**REPORTING**

- 19.1 **Reporting Systems.** MDPD will collect accurate crime statistics, calls for service data, average response time and other related law enforcement statistics specifically within the Town boundaries in order to provide accurate data collection on law enforcement services provided in the Town.
- 19.2 **Reporting Period.** MDPD will provide monthly, quarterly, and yearly reports regarding criminal activity, workload indicators, and crime statistics, and other

information regarding law enforcement services provided to the Town as well as adhoc reports when requested by the Town Manager.

- 19.3 ***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 Town, and report uniform crime statistics to the Florida Department of Law Enforcement on behalf of the Town.
- 19.4 ***Notification of Significant Situations.*** The Town Commander, or designee, will notify the Town Manager, or designee, and appropriate MDPD chain-of-command personnel, in the event of a significant criminal occurrence or emergency situation within the Town.
- 19.5 ***Vacancy Reports.*** MDPD shall submit a monthly report detailing the number of vacant positions to the Town Manager by the fifteenth day of the month immediately following the month in which the vacancy occurred.

**ARTICLE XX**  
**INDEPENDENT CONTRACTOR**

MDC, for the purposes of this Service 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 VII.

**ARTICLE XXI**  
**TERM**

This Agreement shall be effective on November 14, 2001, and shall expire at midnight November 13, 2004 (the "Initial Term"), unless terminated earlier as specified in Article XXIII.

**ARTICLE XXII**  
**OPTION TO RENEW**

- 22.1 The parties shall meet no later than May 1, 2004, to negotiate the terms and conditions of any extension (the "Renewal Term") to the Initial Term listed in Article XXI and shall conclude such negotiations no later than June 30, 2004, in order for both parties to anticipate budgetary considerations for fiscal year 2004-05. The Renewal Term may be for a period of up to five years.



- 22.2 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 XXI.

**ARTICLE XXIII**  
**TERMINATION**

- 23.1 The Town or MDC may terminate this Agreement during the Initial Term only for an Event of Default unless such default is cured as provided herein.
- 23.2 In the event that either party exercises its right to terminate this Agreement pursuant to Section 23.1, notice shall be given pursuant to Section 23.3.
- 23.3 Notwithstanding the provisions of Article 23.1, if an Event of Default occurs, in the determination of the Town, the Town shall so notify the County ("Default Notice"), specifying the basis for such default as stipulated in Article XXIV, and advising the County that such default must be cured to the Town's reasonable satisfaction within a sixty (60) day period. The Town may grant an additional period of such duration as the Town shall deem appropriate without waiver of any of the Town's rights hereunder, so long as the MDC has commenced curing such default and is effectuating a cure with diligence and continuity during such sixty (60) day period or any longer period which the Town prescribes.

Notwithstanding the provisions of Subsection 23.1, if an Event of Default occurs, in the determination of the MDC, the County may so notify the Town ("Default Notice"), specifying the basis for such default as stipulated in Article XXIV, and advising the Town that such default must be cured to MDC's reasonable satisfaction within a sixty (60) day period. MDC may grant an additional period of such duration as the County shall deem appropriate without waiver of any of MDC's rights hereunder, so long as the Town has commenced curing such default and is effectuating a cure with diligence and continuity during such sixty (60) day period or any other period which MDC prescribes.

- 23.4 In the event that either party breaches a material term or condition of this Agreement, other than an Event of Default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.
- 23.5 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement. Provided that, prior to the filing of any legal proceeding, the parties shall submit to the dispute resolution procedures of Chapter 164, Florida Statutes.

**ARTICLE XXIV**  
**EVENTS OF DEFAULT**

- 24.1 An Event of Default by Miami-Dade County, shall mean:
- 24.1.1 MDPD repeatedly disregards local police priorities established by the Town Manager and which have been previously communicated in written form to MDPD.
  - 24.1.2 MDPD maintains, for more than sixty (60) days, an attrition rate in the Town that exceeds that of the Department's overall attrition rate for the preceding quarter.
  - 24.1.3 MDPD continuously dispatches the Town of Miami Lakes officers to respond to routine calls outside of the municipality's boundaries except as provided in Section 2.5 and 2.6.
  - 24.1.4 MDPD does not maintain sufficient personnel in the Town to handle routine and emergency patrol activities.
- 24.2 An Event of Default shall mean a material breach of this Agreement by the Town of Miami Lakes, and are as follows:
- 24.2.1 Failure of the Town to provide payment as stipulated.
  - 24.2.2 Failure of the Town to fund the minimum staffing level as indicated in Exhibit C necessary to provide adequate police services and safety to police personnel.
  - 24.2.3 Failure of the Town to establish specific, written and attainable local priorities for police activities.

**ARTICLE XXV**  
**PHASE-OUT PROCESS**

- 25.1 In the event of the termination or expiration hereof, MDC and the Town shall cooperate in good faith in order to effectuate a smooth and harmonious transition from MDPD to a local police department and to maintain during the phase-out period the same high quality of police protection otherwise afforded to the residents of the Town pursuant to the terms hereof. The phase-out period shall not be less than 12 months.
- 25.2 Upon completion of the phase-out period in 25.1 and in the further event that the Town is unable to provide the same level of police protection through its own police force at the time of such termination or expiration, the then pending term of

this Agreement shall be extended upon the written request of the Town Manager in ninety (90) day increments or until the Town is capable of rendering such police service.

- 25.3 The compensation to be paid to MDC during the phase-out period shall be a prorated pursuant to Article XI at the time of termination or expiration.

## **ARTICLE XXVI**

### **RECORDS, INSPECTION, AUDIT**

- 26.1 MDC shall keep records with respect to the expenditure of funds paid by the Town and the services provided to the Town under this Agreement. All such records shall be retained by MDC for a minimum of three (3) years from the date of termination or expiration of this Agreement.
- 26.2 The Town Manager or his/her designee may inspect and/or audit the records upon reasonable notice to MDC. Reasonable notice should include a written request no less than seven working days prior to the intended site visit and the identification of the specific records to be inspected.
- 26.3 MDC shall provide access to the Town Manager or his/her designee to the records during regular business hours. MDC agrees to provide such assistance as may be necessary to facilitate the inspection or audit by the Town to insure compliance with applicable accounting and financial standards.
- 26.4 Should the Town, in any audit of MDC's records, find a discrepancy between the actual amount of funds paid by the Town and the actual services received by the Town from MDC, or the Town finds a discrepancy in the amounts provided in the reconciliation by MDC under Section 11.6, then MDC shall within 30 days of receipt of written notification from the Town Manager, either credit/debit the Town the amount of the discrepancy or refund the same. If MDC disagrees with the Town's audit, MDC shall notify the Town Manager within fifteen (15) days of the receipt of the audit findings requesting an independent audit. The Town Manager and the County Manager shall select a mutually agreed independent auditor to review the audit and resolve the discrepancies. The auditor's fee will be paid by both parties equally.

## **ARTICLE XXVII**

### **AUTHORITY TO EXECUTE; NO CONFLICT CREATED**

- 27.1 The MDC Manager by execution hereof does hereby represent to the Town that the MDC Manager has full power and authority to make and execute this Service Agreement, pursuant to the Resolution of the Board of County Commissioners.
- 27.2 The Town Mayor, and Town Clerk, by their respective executions hereof, do each represent to MDC that they, collectively, have full power and authority to make and execute this Service Agreement on behalf of the Town of Miami Lakes, pursuant to the Resolution of the Town of Miami Lakes Council.

**ARTICLE XXVIII**

**AMENDMENTS**

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

**ARTICLE XXIX**

**NOTICE**

All notice required hereunder shall be by first class mail, except that any Notice of Termination shall be mailed via U.S. Mail, return receipt requested and any notice required hereunder shall be addressed to the party intended to receive same at the following addresses:

Town:                   Town Manager  
                            Town of Miami Lakes  
                            6853 Main Street  
                            Miami Lakes, FL 33014

and                      Town Attorney  
                            Weiss, Serota, Helfman, Pastoriza & Guedes, P.A.  
                            2665 South Bayshore Drive  
                            Suite 420  
                            Miami, FL 33133

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

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 imposed hereby or contained herein.

**ARTICLE XXXI**  
**ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof.

**ARTICLE XXXII**  
**BINDING EFFECT**

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

(Signature Page Follows)

ATTEST:

BEATRIS M. ARGUELLES, TOWN CLERK

By Beatris M. Arguelles  
Town Clerk

TOWN OF MIAMI LAKES,  
a municipal corporation

Wayne Slaton

By: Wayne Slaton, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: Min S. ...  
Town Attorney

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

By its Board of County  
Commissioners:

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

ATTEST:  
HARVEY RUVIN, CLERK

By \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By \_\_\_\_\_  
County Attorney

01-552

ATTEST:

**TOWN OF MIAMI LAKES,**  
a municipal corporation

BEATRIS M. ARGUELLES, TOWN CLERK

By *Beatris M. Arguelles*  
Town Clerk

*Wayne Slaton*

By: Wayne Slaton, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: \_\_\_\_\_  
Town Attorney

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

By its Board of County  
Commissioners:

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

ATTEST:  
HARVEY RUVIN, CLERK

By \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By \_\_\_\_\_  
County Attorney



**TOWN OF MIAMI LAKES**  
 6853 MAIN STREET • MIAMI LAKES, FLORIDA 33014  
 305-558-8244/FAX:305-558-8511  
 www.townofmiamilakes.com

MAYOR  
Wayne Slaton

VICE MAYOR  
Roberto Alonso

COUNCILMEMBERS  
Mary Collins  
Robert Meador, 11  
Michael Pizzi  
Nancy Simon  
Peter Thomson

TOWN MANAGER  
Merrett R. Stierheim

TOWN CLERK  
Beatris M. Arguelles

Urgent

FAX TRANSMITTAL SHEET

DATE: 11-27-01  
 TO: Nina Boniske  
 FAX NUMBER: 305-854-2323  
 FROM: Betty Arguelles

TOTAL NUMBER OF PAGES 35 (INCLUDING COVER SHEET)

COMMENTS:  
please sign page 12 + page 22  
of the attached police contracts (2)  
+ fax the signature page to  
Vivian Dujos @ 305-375-5168 w/one  
copy back to me for my records!  
305-558-8511 fax  
Thanks  
B.



TRANSMISSION VERIFICATION REPORT

TIME : 11/27/2001 13:08

DATE, TIME	11/27 12:52
FAX NO./NAME	3058542323
DURATION	00:15:27
PAGE(S)	35
RESULT	OK
MODE	STANDARD