

RESOLUTION NO. 01-53

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING AN AGREEMENT FOR SPECIALIZED POLICE 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 9.1(d) of the Town Charter, the Town of Miami Lakes (the "Town") has agreed to utilize Miami-Dade County to provide specialized police services for the Town; and

WHEREAS, the Town Council finds that approval of to approve 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 specialized 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 13th day of November, 2001.

Wayne Slaton
WAYNE SLATON, MAYOR

ATTEST:

Beatrice M. Lyzelle
TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

Tim Barale
ACTING TOWN ATTORNEY

m-collins / s-Alonso

Council voted <u>5-2</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>No</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 SPECIALIZED 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 wishes to maintain a high level of competent specialized police services , and

WHEREAS, in accordance with the Town Charter, the Town is required to utilize Miami-Dade County for the provision of specialized police services.

NOW THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed following mutual obligations the parties agree as follows:

ARTICLE I
DEFINITIONS

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

- 1.1 **MDPD** shall mean the Miami-Dade Police Department.
- 1.2 **Specialized Police Services** include narcotics, criminal intelligence, economic crimes, homicide, robbery, sexual crimes, environmental crimes, domestic crimes, and crime scene investigations; property and evidence efforts; tactical operations activities; and aviation patrol. This includes all services not provided under the local patrol agreement.

ARTICLE II
SCOPE OF SERVICES

MDC shall provide investigative and support police activities consisting of distinct functions necessary to investigate and solve crimes, gather intelligence information, process crime scenes, gather/store evidentiary information, and respond to numerous tactical police situations for the following Specialized Police Services:

- 2.1 **Aviation Section**, which is part of the Special Patrol Bureau, provides aviation patrol activities.
- 2.2 **Crime Scene Investigations Bureau** provides for the detection, collection, and preservation of physical evidence at crime scenes including examining, classifying, identifying fingerprints, and providing related photographic and photo finishing services.
- 2.3 **Criminal Intelligence Bureau** is responsible for gathering, analyzing, disseminating and maintaining intelligence information regarding organized crime, vice, illegal drug trafficking, terrorism, gangs, and civil disorders. The Bureau identifies adult offenders with multiple burglary, robbery, and felony drug convictions to substantiate prosecution as career criminals. The Bureau also conducts organized crime, murder conspiracy, pornography, bookmaking, lottery, organized prostitution, and racketeering investigations, and designs and implements programs to prevent and control delinquent and criminal behavior by youths; provides follow-up processing of youth arrests; coordinates or prepares court cases involving juvenile offenders; diverts juvenile offenders from the juvenile justice system when appropriate; monitors and gathers intelligence on criminal street gangs and related crimes; and exchanges criminal street gang intelligence information with other law enforcement agencies.
- 2.4 **Domestic Crimes Bureau** coordinates all activities related to domestic violence and family crimes including abused or neglected children, elderly abuse, victim's assistance programs, abuse of the adult and disabled, missing persons, runaways, and attempted/actual child abduction cases.
- 2.5 **Economic Crimes Bureau** conducts centralized arson, auto theft, fraud, forgery, and embezzlement investigations.
- 2.6 **Environmental Crimes Unit**, which is part of the Intergovernmental Bureau, investigates environmental crimes and criminal violations of the building code and construction fraud in conjunction with the Miami-Dade County Building Department.
- 2.7 **Homicide Bureau** investigates all death cases including natural, accidental, suicide, traffic fatalities, and incidents involving police shootings or injury resulting from police action.
- 2.8 **Narcotics Bureau** conducts centralized investigations of illicit narcotics, controlled substances and kidnapping.
- 2.9 **Property and Evidence Bureau** is responsible for storing and disposing of found, recovered, or evidentiary property as well as maintaining correct evidence handling procedures.

- 2.10 **Robbery Bureau** investigates all robbery cases. The clearinghouse collects, analyzes, and disseminates robbery-related information. **Robbery Intervention Detail** provides robbery prevention activities. **Street Terror Offender Program** conducts protracted undercover investigations of armed habitual offenders, and **Cargo Crimes Section** conducts long-term investigations of subjects who target commercial property in transit.
- 2.11 **Sexual Crimes Bureau** provides centralized sexual crimes investigative services including sexual battery upon juveniles and sexual assaults on children less than 16 years of age.
- 2.12 **Tactical Operations Section**, which is part of the Special Patrol Bureau, provides dignitary protection, special response teams, emergency operation of a mobile task force, hostage negotiations, canine, bomb disposal, and post-blast crime scene investigations of bombing incidents. Additional functions include contingency planning, critical incident management support, and coordination of the Special Events Response Team (SERT).

ARTICLE III SUPPORT SERVICES

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

- 3.1 **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.
- 3.2 **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.
- 3.3 **Support Equipment** – includes the purchases of police radio equipment, maintenance of police radio system, and the purchase of safety equipment such as ballistic helmets and bulletproof vests.
- 3.4 **Polygraph Examination** – is administered to applicants during the selection and hiring process to determine the eligibility of entry-level police and other support personnel.

- 3.5 **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.
- 3.6 **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.
- 3.7 MDPD provides a variety of ancillary services necessary for a large metropolitan law enforcement agency. These services, denoted in Exhibit D 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 at contract renewal.

ARTICLE IV **CONSIDERATION**

- 4.1 The payment for Specialized Police Services in FY 2001-02 will be \$213,000. This payment is based on the total cost of services provided to the Town (\$590,000), as prescribed in Section 4.2.1, 4.2.2 and 4.2.3 minus the credit for Countywide ad valorem taxes paid by Miami Lakes residents (\$377,000), as prescribed in Section 4.3.
- 4.2 For each subsequent fiscal year the annual cost for Specialized Police Services shall be determined as follows:
 - 4.2.1 The County will calculate the total cost of Specialized Police Services provided to the Town based on the average of the Town's specialized police service activity level for the previous three (3) calendar years. MDPD will document the level of activity for all Specialized Police Services provided in the Town and the total workload level in the entire County for each of the units described in Article II.
 - 4.2.2 Based on the workload level for each unit, the percentage of workload activity utilized by the Town will be calculated. This percentage will then be multiplied by 90% of the total annual cost of the respective Specialized Services unit, as reflected in Exhibit A of this contract.
 - 4.2.3 The remaining 10% of the annual cost will be multiplied by the Town's percentage of the total County population, as documented by the Miami-Dade

Planning Department. Miami Lakes represented approximately 1% of the total County population in 2000. The resulting numbers will be added and then multiplied by the Overhead Rate, as delineated in Exhibit C to determine the gross cost of the service. These calculations are presented in Exhibit A.

- 4.3 MDPD and the County's Office of Management and Budget will calculate the amount to be credited to the Town, by determining the payments made through the countywide millage by the residents of the Town toward the cost of Specialized Police Services. This millage equivalent will be multiplied by the certified taxable value of the Town for that fiscal year. These calculations are presented in Exhibit B.
- 4.4 The amount calculated under Section 4.3 will be credited to the amount calculated pursuant to Section 4.2.3. In the event the amount pursuant to Section 4.2.3 exceeds the amount pursuant to Section 4.3, the County will invoice the Town for the difference pursuant to Section 4.6. In the event that the amount pursuant to Section 4.2.3 is less than the amount pursuant to Section 4.3, the County will credit the difference to the following year's payment from the Town.
- 4.5 The Town's payment for these Specialized Police Services will be re-calculated each fiscal year to account for changes in the cost of delivering service, workload ratios for the Town, the overhead rate, the Town's certified taxable value, and the countywide budget contribution for Specialized Police Service.
- 4.6 The County will invoice the Town on a quarterly basis an amount equal to one quarter of the annual payment calculated under Section 4.4.

ARTICLE V
FINES, FORFEITURES; PAYMENT

- 5.1 The Town of Miami Lakes will be solely responsible for the administration, control, financial management, and compliance requirements of all federal and state forfeiture funds.
- 5.2 As part of ancillary services specified in Article III, the MDPD Police Legal Bureau, pursuant to established Departmental policies and procedures, will assist and represent the Town of Miami Lakes in all federal and state forfeiture proceedings involving the Town of Miami Lakes.
- 5.3 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 VI
INDEMNIFICATION

- 6.1 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.
- 6.2 The indemnification provisions shall survive termination of this Agreement for any claim that may be filed after the termination date of the agreement, provided that such claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE VII
REPORTING

- 7.1 **Reporting Systems.** MDPD will collect accurate crime statistics, 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.
- 7.2 **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.
- 7.3 **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.
- 7.4 **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. The County will assign a Public

Information Officer to be a liaison between the media and the Town Manager in the event of a situation under this Section.

ARTICLE VIII
TERM

- 8.1 The Initial Term of this Agreement shall run from November 14, 2001 through midnight November 13, 2004 (the "Initial Term").
- 8.2 Unless otherwise terminated in accordance with Article X, this Agreement shall be automatically renewed for consecutive three (3) year terms (the "Renewal Terms") in perpetuity.

ARTICLE IX
RENEWAL

- 9.1 The parties shall meet no later than 120 days prior to the end of each fiscal year of the Initial Term or each Renewal Term to calculate the Town's fees for Specialized Police Services.
- 9.2 Unless otherwise agreed to in writing by the Town, the calculation of the renewal fees for any Renewal Term shall be based upon the formula specified in Article IV.

ARTICLE X
TERMINATION/SPECIFIC PERFORMANCE/REMEDIES

- 10.1 The Town or MDC may terminate this Agreement during the Initial Term or any Renewal Term only for an Event of Default unless such default is cured as provided herein.
- 10.2 In the event that either party exercises its right to terminate this Agreement pursuant to Section 10.1, notice shall be given pursuant to Section 10.4. If the Town terminates pursuant to Article 10.3, the Town shall provide sixty (60) days written notice to MDC.
- 10.3 Notwithstanding the provisions of 10.1, this agreement may be terminated by the Town for the following reasons:
 - 10.3.1 In the event that the Town's Charter is amended as provided in Article IX, Section 9.5 of the Town Charter, to delete the provisions Article IX, Section 9.1(d);
 - 10.3.2 In the event that MDC approves the incorporation of a new municipality subsequent to the effective date of this Agreement and the Charter of the

new municipality does not require the municipality to separately pay out of municipal funds for and use MDC's Specialized Police Services; or

10.3.3 In the event that an Event of Default as defined in Article XI remains uncured by MDC after the requisite time periods have expired

10.4 Notwithstanding the provisions of Section 10.1, 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 XI, 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 County 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 the Town prescribes.

Notwithstanding the provisions of Section 10.1, if an Event of Default occurs, in the determination of the County, the County may so notify the Town ("Default Notice"), specifying the basis for such default as stipulated in Article XI, and advising the Town that such default must be cured to the County's reasonable satisfaction within a sixty (60) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County'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 the County prescribes.

10.5 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.

10.6 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 XI **EVENTS OF DEFAULT**

11.1 An event of default shall mean a breach of this Agreement by Miami-Dade County or the Miami-Dade Police Department. An event of default, shall include the following:

- 11.1.1 MDPD repeatedly disregards the specialized police service needs of the Town.
- 11.1.2 MDPD does not maintain a service level consistent with the service level provided to the Unincorporated Municipal Service Area.
- 11.2 An event of default shall mean a breach of this Agreement by the Town of Miami Lakes. An event of default, shall include the following:
 - 11.2.1 Failure to provide payment as stipulated.

ARTICLE XII
RECORDS, INSPECTION, AUDIT

- 12.1 MDC shall keep records with respect to the expenditure of funds paid by the Town and the services provided to MDC under this Agreement. All such records shall be retained by MDC for a minimum of three (3) years from the date of expiration of this Agreement.
- 12.2 The Town Manager or designee may inspect and/or audit the financial records upon reasonable notice to MDC. Reasonable notice should include a written request of a minimum of seven (7) working days prior to the intended site visit and the specific records to be inspected.
- 12.3 The Town Manager or the Town Attorney may inspect any open pending investigative records or such investigative and criminal information provided such inspection shall not waive any existing confidentiality provision of the Florida Public Records Act. Reasonable notice should include a written request of a minimum of seven (7) working days prior to the intended site visit and the specific records to be inspected.
- 12.4 MDC shall provide the Town Manager or designee access to the records during regular business hours. MDC agrees to provide assistance to facilitate the inspection or audit. 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, 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 XIII
AUTHORITY TO EXECUTE; NO CONFLICT CREATED

- 13.1 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.
- 13.2 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 XIV
AMENDMENTS

- 14.1 This agreement may be modified at any time during the term by mutual written consent of both parties.
- 14.2 In the event that MDC approves a charter for a new municipality that provides for a payment formula that is different from the formula set forth in Article IV, the Town may, at its sole option choose to replace the existing formula set forth in Article IV with the different formula.

ARTICLE XV
NOTICES AND CONTACTS

- 15.1 All notices 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

15.2 The County will appoint a contract liaison to work with the Town Manager to effectuate this agreement.

ARTICLE XVI
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits imposed hereby or contained herein.

ARTICLE XVII
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 XVIII
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 Banile*
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 *[Signature]*
Deputy Clerk *12/28/01*



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By *[Signature]*
County Attorney

EXHIBIT A

**Miami-Dade Police Department
Town of Miami Lakes
Specialized Police Cost for FY 2001-02**

Cat. No.	SPECIALIZED POLICE UNITS	FY 2001/2002		Workload	Availability	Town of Miami Lakes Workload Activity			
		BUDGET	90%			Minimum 10%	1998	1999	2000
1	Aviation Section	\$2,653,746	\$2,388,371	\$265,375	Flight Hours	67	57	44	56
2	Crime Scene Investigations Bureau Major Crimes Scene Unit Burglary Unit Latent Unit	\$8,809,398	\$7,928,458	\$880,940	Cases Investigated	114	144	194	151
3	Criminal Intelligence Bureau	\$8,941,992	\$8,047,793	\$894,199	Population (3)	N/A	N/A	49	49
4	Domestic Crimes Bureau	\$4,754,272	\$4,278,845	\$475,427	Cases Investigated (1)	26	36	48	37
5	Economic Crimes Bureau	\$5,064,791	\$4,568,312	\$506,479	Cases Investigated (3)				91
6	Environmental Crimes Unit	\$1,580,856	\$1,422,770	\$158,086	Population (3)				
7	Homicide Bureau	\$8,970,584	\$8,073,526	\$897,058	Cases Investigated	14	17	25	19
8	Narcotics Bureau	\$8,278,324	\$7,450,492	\$827,832	Cases Investigated	0	0	2	1
9	Property and Evidence Bureau	\$3,366,811	\$3,030,130	\$336,681	Percent of all cases (2)				342
10	Robbery Bureau	\$9,414,835	\$8,473,352	\$941,484	Cases Investigated	40	28	45	38
11	Sexual Crimes Bureau	\$4,598,080	\$4,138,272	\$459,808	Cases Investigated	3	8	10	7
12	Tactical Operations Section	\$6,104,056	\$5,493,650	\$610,406	Population (3)				
TOTAL									

(1) Data not available on a year by year basis, the total is the average of the three years

(2) Based on the sum of the crime activity for categories 1,2,4,5,7,8,10 and 11

(3) Allocated based on the percentage of Miami Lakes population to the entire Miami-Dade County population

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**EXHIBIT A
(Cont.)**

**Miami-Dade Police Department
Town of Miami Lakes
Specialized Police Cost for FY 2001-02**

Cat. No.	SPECIALIZED POLICE UNITS	Miami-Dade Police Department Workload Activity				Percent of Town to Dept Workload	Pro-Rated Cost	Availability Charge
		1998	1999	2000	Average			
1	Aviation Section	2,827	3,120	2,787	2,911	1.92%	\$45,831.35	\$2,654
2	Crime Scene Investigations Bureau Major Crimes Scene Unit Burglary Unit Latent Unit	17,355	15,463	15,789	16,202	0.93%	\$73,727.30	\$8,809
		1,933	1,876	1,849	1,886	0.90%		\$0
		7,632	6,636	6,619	6,962	1.69%		\$0
		7,790	6,951	7,321	7,354	0.67%		\$0
3	Criminal Intelligence Bureau					1.00%	\$80,477.93	\$8,942
4	Domestic Crimes Bureau	34,005	34,819	33,313	34,046	0.11%	\$4,608.25	\$4,754
5	Economic Crimes Bureau	6,095	6,634	5,166	5,965	1.53%	\$69,540.05	\$5,065
6	Environmental Crimes Unit					1.00%	\$14,227.70	\$1,581
7	Homicide Bureau	2,564	2,494	2,442	2,500	0.75%	\$60,282.32	\$8,971
8	Narcotics Bureau	1,260	1,400	1,239	1,300	0.05%	\$3,821.74	\$8,278
9	Property and Evidence Bureau				65,615	0.52%	\$15,809.03	\$3,367
10	Robbery Bureau	4,405	3,724	3,630	3,920	0.96%	\$81,426.03	\$9,415
11	Sexual Crimes Bureau	1,205	1,594	2,250	1,683	0.42%	\$17,212.06	\$4,598
12	Tactical Operations Section					1.00%	\$54,936.50	\$6,104
TOTAL							\$476,068.93	\$69,884.00

(1) Data not available on a year by year basis, the total is the average of the three years

(2) Based on the sum of the crime activity for categories 1,2,4,5,7,8,10 and 11

(3) Allocated based on the percentage of Miami Lakes population to the entire Miami-Dade County population

MDPD Overhead Rate	8.00%	\$38,086	\$5,591
Total		\$514,154	\$75,475
Grand Total			\$589,629

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**EXHIBIT B
SPECIALIZED POLICE SERVICES**

Miami Lakes Contribution/Payment for
Specialized Police Cost in Countywide Budget

Countywide millage equivalent for specialized police service * Town of Miami Lakes property tax roll * 0.95)

(0.23 Mil * \$1.723 billion * 0.95) = \$377,000

Payment to Miami-Dade County Based on
Actual Workload, Cost and Tax Roll Statistics

Cost of Services provided to Town (Exhibit A)

\$590,000

Credit for Countywide property taxes paid by Miami Lakes residents

(\$377,000)

Net payment to Miami-Dade County

\$213,000

EXHIBIT C
TOWN OF MIAMI LAKES
CALCULATION OF OVERHEAD COSTS

FY 2001-02 BUDGET ALLOCATION	UMSA INCREMENTAL OVERHEAD
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	\$232,609
Assessment Center	\$627,115
Radio Replacement	\$500,000
Telecommunications	\$1,343,784
Training Bureau	\$4,588,701
DEPARTMENT TOTAL	\$18,885,700
Total UMSA Police Cost	\$285,077,533
Variable Overhead	(\$18,885,700)
Fixed Overhead	(\$29,479,017)
Total Direct Cost	\$236,712,816
Overhead Rate	8.0%

EXHIBIT D

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 D

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

EXHIBIT D

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.



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, II
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
Vilvian Dugos @ 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

AGREEMENT BY AND BETWEEN
MIAMI-DADE COUNTY, FLORIDA
AND
THE TOWN OF MIAMI LAKES
FOR SPECIALIZED 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 wishes to maintain a high level of competent specialized police services , and

WHEREAS, in accordance with the Town Charter, the Town is required to utilize Miami-Dade County for the provision of specialized police services.

NOW THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed following mutual obligations the parties agree as follows:

ARTICLE I
DEFINITIONS

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

- 1.1 **MDPD** shall mean the Miami-Dade Police Department.
- 1.2 **Specialized Police Services** include narcotics, criminal intelligence, economic crimes, homicide, robbery, sexual crimes, environmental crimes, domestic crimes, and crime scene investigations; property and evidence efforts; tactical operations activities; and aviation patrol. This includes all services not provided under the local patrol agreement.

ARTICLE II
SCOPE OF SERVICES

MDC shall provide investigative and support police activities consisting of distinct functions necessary to investigate and solve crimes, gather intelligence information, process crime scenes, gather/store evidentiary information, and respond to numerous tactical police situations for the following Specialized Police Services:

- 2.1 **Aviation Section**, which is part of the Special Patrol Bureau, provides aviation patrol activities.
- 2.2 **Crime Scene Investigations Bureau** provides for the detection, collection, and preservation of physical evidence at crime scenes including examining, classifying, identifying fingerprints, and providing related photographic and photo finishing services.
- 2.3 **Criminal Intelligence Bureau** is responsible for gathering, analyzing, disseminating and maintaining intelligence information regarding organized crime, vice, illegal drug trafficking, terrorism, gangs, and civil disorders. The Bureau identifies adult offenders with multiple burglary, robbery, and felony drug convictions to substantiate prosecution as career criminals. The Bureau also conducts organized crime, murder conspiracy, pornography, bookmaking, lottery, organized prostitution, and racketeering investigations, and designs and implements programs to prevent and control delinquent and criminal behavior by youths; provides follow-up processing of youth arrests; coordinates or prepares court cases involving juvenile offenders; diverts juvenile offenders from the juvenile justice system when appropriate; monitors and gathers intelligence on criminal street gangs and related crimes; and exchanges criminal street gang intelligence information with other law enforcement agencies.
- 2.4 **Domestic Crimes Bureau** coordinates all activities related to domestic violence and family crimes including abused or neglected children, elderly abuse, victim's assistance programs, abuse of the adult and disabled, missing persons, runaways, and attempted/actual child abduction cases.
- 2.5 **Economic Crimes Bureau** conducts centralized arson, auto theft, fraud, forgery, and embezzlement investigations.
- 2.6 **Environmental Crimes Unit**, which is part of the Intergovernmental Bureau, investigates environmental crimes and criminal violations of the building code and construction fraud in conjunction with the Miami-Dade County Building Department.
- 2.7 **Homicide Bureau** investigates all death cases including natural, accidental, suicide, traffic fatalities, and incidents involving police shootings or injury resulting from police action.
- 2.8 **Narcotics Bureau** conducts centralized investigations of illicit narcotics, controlled substances and kidnapping.
- 2.9 **Property and Evidence Bureau** is responsible for storing and disposing of found, recovered, or evidentiary property as well as maintaining correct evidence handling procedures.

- 2.10 **Robbery Bureau** investigates all robbery cases. The clearinghouse collects, analyzes, and disseminates robbery-related information. **Robbery Intervention Detail** provides robbery prevention activities. **Street Terror Offender Program** conducts protracted undercover investigations of armed habitual offenders, and **Cargo Crimes Section** conducts long-term investigations of subjects who target commercial property in transit.
- 2.11 **Sexual Crimes Bureau** provides centralized sexual crimes investigative services including sexual battery upon juveniles and sexual assaults on children less than 16 years of age.
- 2.12 **Tactical Operations Section**, which is part of the Special Patrol Bureau, provides dignitary protection, special response teams, emergency operation of a mobile task force, hostage negotiations, canine, bomb disposal, and post-blast crime scene investigations of bombing incidents. Additional functions include contingency planning, critical incident management support, and coordination of the Special Events Response Team (SERT).

ARTICLE III SUPPORT SERVICES

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

- 3.1 **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.
- 3.2 **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.
- 3.3 **Support Equipment** – includes the purchases of police radio equipment, maintenance of police radio system, and the purchase of safety equipment such as ballistic helmets and bulletproof vests.
- 3.4 **Polygraph Examination** – is administered to applicants during the selection and hiring process to determine the eligibility of entry-level police and other support personnel.

- 3.5 **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.
- 3.6 **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.
- 3.7 MDPD provides a variety of ancillary services necessary for a large metropolitan law enforcement agency. These services, denoted in Exhibit D 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 at contract renewal.

ARTICLE IV **CONSIDERATION**

- 4.1 The payment for Specialized Police Services in FY 2001-02 will be \$213,000. This payment is based on the total cost of services provided to the Town (\$590,000), as prescribed in Section 4.2.1, 4.2.2 and 4.2.3 minus the credit for Countywide ad valorem taxes paid by Miami Lakes residents (\$377,000), as prescribed in Section 4.3.
- 4.2 For each subsequent fiscal year the annual cost for Specialized Police Services shall be determined as follows:
- 4.2.1 The County will calculate the total cost of Specialized Police Services provided to the Town based on the average of the Town's specialized police service activity level for the previous three (3) calendar years. MDPD will document the level of activity for all Specialized Police Services provided in the Town and the total workload level in the entire County for each of the units described in Article II.
- 4.2.2 Based on the workload level for each unit, the percentage of workload activity utilized by the Town will be calculated. This percentage will then be multiplied by 90% of the total annual cost of the respective Specialized Services unit, as reflected in Exhibit A of this contract.
- 4.2.3 The remaining 10% of the annual cost will be multiplied by the Town's percentage of the total County population, as documented by the Miami-Dade

Planning Department. Miami Lakes represented approximately 1% of the total County population in 2000. The resulting numbers will be added and then multiplied by the Overhead Rate, as delineated in Exhibit C to determine the gross cost of the service. These calculations are presented in Exhibit A.

- 4.3 MDPD and the County's Office of Management and Budget will calculate the amount to be credited to the Town, by determining the payments made through the countywide millage by the residents of the Town toward the cost of Specialized Specialized Police Services. This millage equivalent will be multiplied by the certified taxable value of the Town for that fiscal year. These calculations are presented in Exhibit B.
- 4.4 The amount calculated under Section 4.3 will be credited to the amount calculated pursuant to Section 4.2.3. In the event the amount pursuant to Section 4.2.3 exceeds the amount pursuant to Section 4.3, the County will invoice the Town for the difference pursuant to Section 4.6. In the event that the amount pursuant to Section 4.2.3 is less than the amount pursuant to Section 4.3, the County will credit the difference to the following year's payment from the Town.
- 4.5 The Town's payment for these Specialized Police Services will be re-calculated each fiscal year to account for changes in the cost of delivering service, workload ratios for the Town, the overhead rate, the Town's certified taxable value, and the countywide budget contribution for Specialized Police Service.
- 4.6 The County will invoice the Town on a quarterly basis an amount equal to one quarter of the annual payment calculated under Section 4.4.

ARTICLE V
FINES, FORFEITURES; PAYMENT

- 5.1 The Town of Miami Lakes will be solely responsible for the administration, control, financial management, and compliance requirements of all federal and state forfeiture funds.
- 5.2 As part of ancillary services specified in Article III, the MDPD Police Legal Bureau, pursuant to established Departmental policies and procedures, will assist and represent the Town of Miami Lakes in all federal and state forfeiture proceedings involving the Town of Miami Lakes.
- 5.3 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 VI
INDEMNIFICATION

- 6.1 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.
- 6.2 The indemnification provisions shall survive termination of this Agreement for any claim that may be filed after the termination date of the agreement, provided that such claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE VII
REPORTING

- 7.1 **Reporting Systems.** MDPD will collect accurate crime statistics, 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.
- 7.2 **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.
- 7.3 **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.
- 7.4 **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. The County will assign a Public

Information Officer to be a liaison between the media and the Town Manager in the event of a situation under this Section.

ARTICLE VIII
TERM

- 8.1 The Initial Term of this Agreement shall run from November 14, 2001 through midnight November 13, 2004 (the "Initial Term").
- 8.2 Unless otherwise terminated in accordance with Article X, this Agreement shall be automatically renewed for consecutive three (3) year terms (the "Renewal Terms") in perpetuity.

ARTICLE IX
RENEWAL

- 9.1 The parties shall meet no later than 120 days prior to the end of each fiscal year of the Initial Term or each Renewal Term to calculate the Town's fees for Specialized Police Services.
- 9.2 Unless otherwise agreed to in writing by the Town, the calculation of the renewal fees for any Renewal Term shall be based upon the formula specified in Article IV.

ARTICLE X
TERMINATION/SPECIFIC PERFORMANCE/REMEDIES

- 10.1 The Town or MDC may terminate this Agreement during the Initial Term or any Renewal Term only for an Event of Default unless such default is cured as provided herein.
- 10.2 In the event that either party exercises its right to terminate this Agreement pursuant to Section 10.1, notice shall be given pursuant to Section 10.4. If the Town terminates pursuant to Article 10.3, the Town shall provide sixty (60) days written notice to MDC.
- 10.3 Notwithstanding the provisions of 10.1, this agreement may be terminated by the Town for the following reasons:
 - 10.3.1 In the event that the Town's Charter is amended as provided in Article IX, Section 9.5 of the Town Charter, to delete the provisions Article IX, Section 9.1(d);
 - 10.3.2 In the event that MDC approves the incorporation of a new municipality subsequent to the effective date of this Agreement and the Charter of the

new municipality does not require the municipality to separately pay out of municipal funds for and use MDC's Specialized Police Services; or

- 10.3.3 In the event that an Event of Default as defined in Article XI remains uncured by MDC after the requisite time periods have expired
- 10.4 Notwithstanding the provisions of Section 10.1, 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 XI, 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 County 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 the Town prescribes.

Notwithstanding the provisions of Section 10.1, if an Event of Default occurs, in the determination of the County, the County may so notify the Town ("Default Notice"), specifying the basis for such default as stipulated in Article XI, and advising the Town that such default must be cured to the County's reasonable satisfaction within a sixty (60) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County'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 the County prescribes.

- 10.5 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.
- 10.6 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 XI **EVENTS OF DEFAULT**

- 11.1 An event of default shall mean a breach of this Agreement by Miami-Dade County or the Miami-Dade Police Department. An event of default, shall include the following:

- 11.1.1 MDPD repeatedly disregards the specialized police service needs of the Town.
- 11.1.2 MDPD does not maintain a service level consistent with the service level provided to the Unincorporated Municipal Service Area.
- 11.2 An event of default shall mean a breach of this Agreement by the Town of Miami Lakes. An event of default, shall include the following:
 - 11.2.1 Failure to provide payment as stipulated.

ARTICLE XII
RECORDS, INSPECTION, AUDIT

- 12.1 MDC shall keep records with respect to the expenditure of funds paid by the Town and the services provided to MDC under this Agreement. All such records shall be retained by MDC for a minimum of three (3) years from the date of expiration of this Agreement.
- 12.2 The Town Manager or designee may inspect and/or audit the financial records upon reasonable notice to MDC. Reasonable notice should include a written request of a minimum of seven (7) working days prior to the intended site visit and the specific records to be inspected.
- 12.3 The Town Manager or the Town Attorney may inspect any open pending investigative records or such investigative and criminal information provided such inspection shall not waive any existing confidentiality provision of the Florida Public Records Act. Reasonable notice should include a written request of a minimum of seven (7) working days prior to the intended site visit and the specific records to be inspected.
- 12.4 MDC shall provide the Town Manager or designee access to the records during regular business hours. MDC agrees to provide assistance to facilitate the inspection or audit. 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, 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 XIII
AUTHORITY TO EXECUTE; NO CONFLICT CREATED

- 13.1 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.
- 13.2 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 XIV
AMENDMENTS

- 14.1 This agreement may be modified at any time during the term by mutual written consent of both parties.
- 14.2 In the event that MDC approves a charter for a new municipality that provides for a payment formula that is different from the formula set forth in Article IV, the Town may, at its sole option choose to replace the existing formula set forth in Article IV with the different formula.

ARTICLE XV
NOTICES AND CONTACTS

- 15.1 All notices 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

15.2 The County will appoint a contract liaison to work with the Town Manager to effectuate this agreement.

ARTICLE XVI
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits imposed hereby or contained herein.

ARTICLE XVII
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 XVIII
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: _____
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