

## TOWN OF CUTLER BAY

Mayor Paul S. Vrooman  
Vice Mayor Edward MacDougall  
Council Member Timothy J. Meerbott  
Council Member Ernest N. Sochin  
Council Member Peggy R. Bell

Interim Town Manager Steve Alexander  
Town Attorney Mitchell Bierman  
Town Clerk Erika Gonzalez-Santamaria

In accordance with the American with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Interim Town Clerk at (305) 234-4262 for assistance no later than four days prior to the meeting.

### TOWN COUNCIL SPECIAL MEETING AGENDA

Thursday, June 15, 2006

7:00 PM

South Dade Regional Library

10750 SW 211 Street

(305) 234-4262

- I. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE**
- II. INVOCATION**
- III. PROCLAMATIONS, AWARDS, PRESENTATIONS**
- IV. APPROVAL OF MINUTES**
- V. ADDITIONS, DELETIONS AND DEFERRALS**
- VI. TOWN MANAGER'S REPORT**
- VII. TOWN ATTORNEY'S REPORT**
- VIII. BOARD AND COMMITTEE REPORTS**
- IX. CONSENT AGENDA (ANY ITEM SHALL BE REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION OR SEPARATE VOTE IF REQUESTED BY A COUNCILMEMBER)**
- X. QUASI-JUDICIAL CONSENT AGENDA (ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA IF REQUESTED BY A MEMBER OF THE TOWN COUNCIL, THE TOWN STAFF, THE APPLICANT, OR ANY AFFECTED PARTY)**
- XI. QUASI-JUDICIAL HEARINGS**
- XII. PUBLIC HEARINGS**

**A. RESOLUTIONS**

1. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE "MASTER INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY FOR TRANSITION OF MUNICIPAL SERVICES"; AUTHORIZING THE MAYOR TO EXECUTE THE "MASTER INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY FOR TRANSITION OF MUNICIPAL SERVICES"; AND PROVIDING FOR AN EFFECTIVE DATE.
  
2. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE "INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY FOR LOCAL POLICE SERVICES"; AUTHORIZING THE MAYOR TO EXECUTE THE "INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY FOR LOCAL POLICE SERVICES"; AND PROVIDING FOR AN EFFECTIVE DATE.

**B. ORDINANCES**

1. **FIRST READING**
  
2. **SECOND READING**

**XIII. PUBLIC COMMENTS**

**XIV. MAYOR AND COUNCIL MEMBER COMMENTS**

**XV. OTHER BUSINESS**

**XVI. NEXT MEETING ANNOUNCEMENT AND ADJOURNMENT**

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



## MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Interim Town Manager

Date: June 13, 2006

Re: **SIGNIFICANT CHANGES IN THE MASTER INTERLOCAL AGREEMENT BETWEEN THE COUNTY AND THE TOWN FOR TRANSITION OF MUNICIPAL SERVICES**

Each newly incorporated municipality must enter into an Interlocal agreement with Miami Dade County ("the County") to maintain the provision of services until the municipality is able to provide such services on its own. Additionally, as a condition of our incorporation, we were required to contract with the County for certain services. It is critical for the Town of Cutler Bay and the County to have a clear and detailed written understanding of the transition of these services so that the residents' needs are met and so that each government is accountable for its responsibilities. The Master Interlocal Agreement is the primary document that delineates the responsibilities of the County as the Town contracts for services from the County during the transition period.

Typically, the negotiated terms of the Interlocal agreements do not change significantly as the County's Budget Department staff attempts to avoid a situation whereby a new town does not gain any advantage over the previous ones. Municipalities that have recently gone through this process are: Key Biscayne, Pinecrest, Miami Lakes, Miami Gardens, Palmetto Bay, and Doral. Although each municipality changes the basic Interlocal documents somewhat, the most significant changes are found in the subsequent Interlocal agreements dealing with specific parks, roads and other such locally different infrastructure.

Each new municipality addresses the issue differently from a staffing perspective. For instance, each municipality used their lawyers intensively at each step in the process; however, Palmetto Bay had, in effect, two city managers working on these documents, Mr. Scurr and Mr. Joe Rasco, while in Miami Lakes, Interim Town Manager Merrett Steirheim brought a small team of budget consultants to assist him in these critical negotiations. I have taken the approach of personally negotiating the terms of the agreement with legal assistance from our Town Attorneys, and having the budget consultants assist us with the financial portion of the documents.

We started the process of negotiating these documents in late February. Despite the many setbacks that we have incurred during these negotiations and despite the very challenging time deadline set, you can be proud to know that today I was informed by County staff that Cutler Bay has completed this process faster than any other new municipality.

Despite this rapid pace, we have not sacrificed the quality of the negotiation. In fact, we have been able to gain numerous favorable concessions from the County. Most notably, these include the advance on reconciliation funds for the current transition year and the first full year at no interest, so that we can address any cash flow shortages that typically occur for new municipalities. We also obtained the ability to receive an advance on disaster or hurricane cash funds should it be deemed necessary.

I have attached a red line version that shows the changes made from the document that County first presented to us (Doral's Master Interlocal Agreement) to the final version presented to you for your approval tonight. If you approve the master Interlocal it will be presented to two committees of the County Commission, which is required before final approval by the Board of County Commissioners.

The following is a brief review of the most significant changes we made to the original Master Interlocal Agreement:

**Article I**

- |    |  |             |
|----|--|-------------|
| A. | Zoning   | Zoning fees |
|    | The town negotiated a revision of the zoning fee portions of the agreement more favorable to the Town of Cutler Bay. |             |
|    | We moved the 10% credit for projects we assume from the county to a 15% credit                                       |             |

The county was convinced to provide cost of advertising for projects until ultimate transfer to the Town of Cutler Bay.

- B.           Building     Compensation  
The Town pressed for a prorated share of building fee to be sent to the Town and prevailed in an overall clarifying revision of the methodology for the transition from County provision of services to the Town's provision of these services
  
- E.           Code enforcement  
The Town pressed for a prorated share of code enforcement fines, forfeitures and fees for cases wholly or partially completed by the Town to be sent to the town and prevailed in an overall clarifying revision of the methodology for the transition from County provision of services to the Town's provision of these services.
  
- F.           Public Works  
We rewrote language in this section to provide more accuracy of work to be done by the County during and after transition and gained the ability of town to receive STOP sign plates at no charge on demand during an emergency for immediate placement throughout the Town, thus eliminating any excessive delay in providing these critical safety signs. Received assurance that STOP signs damaged or destroyed during non-disaster times will be replaced within six hours of notification.
  
- I.           Transit  
The Town gained the ability to purchase any bus bench for one dollar per bench that would allow removal of benches.  
Gained the ability to enter into an agreement with the bus shelter company retained by the County, so that we can contract with them and perhaps move them to better locations.
  
- K.           National Flood Insurance  
Negotiations resulted in training for the administration of this program.

## **Article II**

- A. We were able to accelerate the required transfer notice provisions, so that we can assume the provision of services with a shorter notice period than previous cities in the same situation. We also delayed the time for permit review in the National Floodplain program to assure that we had appropriate staff to receive the free training that we arranged and to complete the required permitting.
  
- E. We inserted language that provided the County perform an audit of services provided during the first partial year, so that we could more accurately determine charges and credits for such service.

## **Article III**

- C. In order to assure that the Town of Cutler Bay has sufficient working capital to finish its first partial fiscal year beginning on November 9, 2005, the County Manager was authorized and directed to advance 90% of the anticipated remainder of revenues for the Town of Cutler Bay after county mandated expenses, in advance of the typical date of such transfer, and interest free, according to the following formula. The town won this approval of receiving 90 percent of the estimated reconciliation amount to be transferred to the Town, upon execution of the Interlocal agreement. This provides a significant amount of cash to the town some 2-3 months prior to the time all other cities have received such funding. This will enable the town to reduce any cash flow shortages naturally occurring in the previous timing for all other cities.
  
- D. In order to assure that the Town of Cutler Bay has sufficient working capital to begin its first full fiscal year beginning on October 1, 2006, the County Manager was authorized and directed to advance 90% of the anticipated FY06/07 ad valorem tax revenue for the Town of Cutler Bay in advance, and interest free, according to the following formula:  
50% of such revenue shall be transferred to the Town on October 1, 2006  
30% of such revenue shall be transferred to the Town on November 1, 2006

20% of such revenue shall be transferred to the Town on December 1, 2006

The County Tax Collector shall transmit any balance of ad valorem and any other revenues to the Town promptly on receipt.

This advance will substantially reduce the cash flow shortage naturally occurring for municipalities due to the fact that most ad valorem funds are transmitted to the municipalities in December, some three months into the fiscal year.

- E. Due to the fact that the town has not had any chance to sufficiently provide for disaster funding due to its infancy and lack of significant surplus revenues, the town negotiated a requirement that the town manager may request from the county up to \$2 million in cash to address such emergencies.

**RESOLUTION NO. 06-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE “MASTER INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY FOR TRANSITION OF MUNICIPAL SERVICES”; AUTHORIZING THE MAYOR TO EXECUTE THE “MASTER INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY FOR TRANSITION OF MUNICIPAL SERVICES”; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 8, 2005, a Charter for the Town of Cutler Bay (the “Town”) was approved by the citizens of the Town, effective November 9, 2005; and

**WHEREAS**, on February 2, 2006, the Town Council was sworn into office; and

**WHEREAS**, on February 7, 2006, Miami-Dade County (the “County”) and the Town entered into the First Interlocal Agreement to advance \$300,000 from the anticipated utility tax revenues collected by the County on behalf of the Town; and

**WHEREAS**, on May 9, 2006, the County and the Town entered into the Second Interlocal Agreement to advance \$600,000 from the anticipated utility tax revenues collected by the County on behalf of the Town; and

**WHEREAS**, the Town and the County wish to enter into the attached Master Interlocal Agreement in order to: (1) Ensure the County will continue to provide certain municipal services to the Town, until the Town is in a position to provide certain municipal services directly or contract for necessary municipal services with other service providers; (2) Establish the cost of services to be provided by the County to the Town from November 9, 2005, through the date of the Town’s assumption of such municipal services; (3) Establish procedures for extending this Agreement; (4) Establish a time-table for the orderly transition from the County’s provision of municipal services to the Town providing its own municipal services or the provision of municipal services by contract with the County; and (5) Agree upon and clarify certain other issues including the payment for municipal services and the transfer of municipal revenues.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

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

**Section 2. Interlocal Agreement Approved.** The “Master Interlocal Agreement between Miami-Dade County and the Town of Cutler Bay for Transition of



Municipal Services,” in substantially the form attached hereto as Exhibit “A,” is hereby approved.

**Section 2. Town Mayor Authorized.** The Town Mayor is authorized to execute the “Master Interlocal Agreement between Miami-Dade County and the Town of Cutler Bay for Transition of Municipal Services,” in substantially the form attached hereto as Exhibit “A,” on behalf of the Town.

**Section 3. Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_ day of June, 2006.

\_\_\_\_\_  
PAUL VROOMAN  
Mayor

Attest: \_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.A.  
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul Vrooman \_\_\_\_\_  
Vice Mayor Ed MacDougall \_\_\_\_\_  
Council Member Timothy J. Meerbott \_\_\_\_\_  
Council Member Ernest Sochin \_\_\_\_\_  
Council Member Peggy Bell \_\_\_\_\_



**Monica Inguanzo**

**From:** Receptionist [reception@cutlerbay-fl.gov]  
**Sent:** Monday, June 19, 2006 8:19 AM  
**To:** 'Monica Inguanzo'  
**Subject:** Master Interlocal Council version - 06-12-2006

**MASTER INTERLOCAL AGREEMENT BETWEEN  
MIAMI-DADE COUNTY AND  
THE TOWN OF CUTLER BAY FOR  
TRANSITION OF MUNICIPAL SERVICES**

This is an interlocal agreement between Miami-Dade County, a political subdivision of the State of Florida (the "County") and the Town of Cutler Bay, a municipal corporation of the State of Florida (the "Town"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006 (the or this "Agreement").

**Whereas**, on November 8, 2005, a charter for the Town was approved by the citizens of the Town, effective November 9, 2005, and

**Whereas**, on February 2, 2006, the Town Council was sworn into office, and

**Whereas**, on February 7, 2006, the County and the Town entered into the First Interlocal Agreement to advance \$300,000 from the anticipated utility tax revenues collected by the County on behalf of the Town, and

**Whereas**, on May 9, 2006, the County and the Town entered into a Second Interlocal Agreement to advance \$600,000 from anticipated utility tax revenues and other funds collected by the County on behalf of the Town, and

**Whereas**, the Town and the County wish to enter into this Master Interlocal Agreement in order to (1) ensure, as provided herein, the County will continue to provide certain municipal-type services to the Town, until the Town is in a position to provide certain municipal services directly or contract for necessary municipal services with other service providers, (2) establish the cost of services to be provided by the County to the Town from November 9, 2005, through the date of the Town's assumption of such municipal services; (3) establish procedures for extending this Agreement; (4) establish time-table for the orderly transition from the County's provision of municipal services to the Town providing its own municipal services or the provision of municipal services by contract with the County; and (5)

agree upon and clarify certain other issues including the payment for municipal services and the transfer of municipal revenues.

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

### **DEFINITIONS**

Transition Period: The period which begins on the date of incorporation of the Town and ends on the date which the Town provides its own municipal services directly or through contract(s) with the County or others.

Interim Period: The period which begins on the date of incorporation through the end of fiscal year 2005–2006, for the purposes of this agreement November 9, 2005 through September 30, 2006.

### **ARTICLE I** **MUNICIPAL SERVICES DURING THE TRANSITION PERIOD**

For the term of this agreement, or until the municipal service is assumed by the Town at an earlier date, the County, directly or through its contractors, shall continue to provide the following municipal services: planning, zoning, platting, building, code enforcement, public works, parks and recreation, and stormwater services to the Town as provided in this agreement.

Police services will be provided at a transitional billing cost, established herein, until contract agreements are established for local and specialized police services pursuant to the Miami Dade County Code.

#### **A. Zoning Administrative Services.**

The Miami-Dade County Department of Planning and Zoning (hereinafter, the "Department") shall provide administrative services on applications for zoning hearings and administrative determinations, as described below.

1. Processing of zoning applications. Until the municipal service assumption date outlined in Article II, the Department shall receive and process applications for zoning district changes, unusual uses, special exceptions, nonconforming uses, non-use variances and use variances, alternative non-use variances, alternative site development options, sign variances, administrative adjustments, administrative site plan approvals, modifications to conditions of resolutions and covenants and appeals. Until the municipal service assumption date outlined in Article II, the County shall continue to process other land development permits as provided by chapter 33 of the Miami-Dade County Code (county zoning code) as amended from time to time, including review of Tentative Plats, Waiver of Plats and Final Plats for conformance with the Comprehensive Development Master Plan (CDMP) and minimum zoning regulations, issue zoning clearance letters, and provide zoning review in connection with applications for building permits for new construction, alterations, or improvements on real property within the Town in accordance with the Town zoning code and the current

practice of the Department, including the use of County forms and inspection procedures, for the unincorporated area of the County. Until the municipal service assumption date outlined in Article II, the department will also receive, process and issue certificates of use, and zoning improvement permits (ZIPS) as provided by the County zoning code as amended from time to time.

2. Place for making applications. All zoning applications shall be made at the offices of the Department of Planning and Zoning at Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street, 11<sup>th</sup> Floor, Miami, Florida. All Certificate of Use and Zoning Improvement Permit (ZIP) applications shall be made at the Zoning Permit Section of the County's Department of Planning and Zoning located at the Miami-Dade County Permitting and Inspection Center, 11805 SW 26 Street (Coral Way), Miami, Florida.
3. Processing. The Department shall accept, process, and schedule public hearings on zoning applications for land located in the Town. The department shall give the Town written notice of all pending and new zoning applications for public hearings. All zoning applications and supporting documents shall be furnished to the Town Manager or designee within three days of the determination that the application is bona fide and complete. The date, time and place of the zoning public hearings shall be determined by the Town with assistance by the Department and shall be furnished to the Department in adequate time to prepare and publish the appropriate notices and posting of public hearing signs in accordance with the applicable regulations. In the alternative, the Town Manager may elect to have notice made by the Town Clerk, in which case he shall advise the Department that he is going to do so in advance of the date that notices would have to be published, posted otherwise made. The processing of zoning applications by the department shall include one or more reports providing complete background information, including zoning requests, site data, historical background, pertinent Comprehensive Development Master Plan and zoning hearings standards, neighborhood characteristics, zoning and aerial sketches, and comments and/or analysis from other reporting departments or agencies including the Public Works Department and the Department of Environmental Resources Management. All zoning reports to the extent prepared by the County shall be furnished to the Town ten days in advance of the public hearing on the respective zoning applications. The evaluation of development plans, written analysis and formulation of recommendations for all applications shall be performed by the Town of Cutler Bay.
4. Substantial compliance determinations and administrative site plan approvals. The Town shall make all substantial compliance determinations in connection with plans previously approved at public hearing by the County or by the Town Council. The Town shall also make determinations on requests for administrative site plan review. The processing of applications for substantial compliance and administrative site plan review shall include the Department's comments and comments from other County Departments when applicable. Applications for substantial compliance determinations and requests for administrative site plan review shall be referred by the department to the Town Manager. The Town Manager will prepare the analysis on each application and make recommendations for action to the Town Council.
5. Administrative adjustments. The Department shall receive and process applications for administrative adjustments from site development criteria for single family, duplex and town house developments and provide them to the Town. Upon completion of

processing, the department shall transmit the applications and comments to the Town. The Town Manager will prepare the analysis on each application and make recommendations for action by the Town Council.

6. Modifications. The Department shall receive and process all public hearing or administrative applications to modify and/or delete conditions of prior resolutions and covenants. All modifications and/or deletions to the physical elements of the site plan (i.e., building footprint, parking lot, or landscaping) shall be reviewed and approved by the Town Council. The Town Manager will prepare the analysis on each application and make recommendations for action by the Town Council.
7. Certificate of use and Zoning Improvement Permit (ZIP). Until the municipal service assumption date outlined in Article II, the Department shall receive, process, and issue certificates of use and zoning improvement permits. The department shall not issue a certificate of use or zoning improvement permit for any existing development where a change in use is requested unless and until the requested certificate or zoning improvement permit is approved by the Town in accordance with the same review procedures described for other development activity. The Town shall assume responsibility for certificates of use and zoning improvement permits on the municipal service assumption date outlined in Article II of this agreement hereinafter referred to as "Article II".
8. Legal counsel. The Town will provide legal counsel at zoning public hearings and to defend any claims arising out of final actions by the Town on the applications.
9. Compensation. Except as provided in paragraph 10 below, the Department shall retain all permit fees, penalties, and other fees and charges, except for impact fees, collected by the Department for any application filed or permits reviewed or issued. The impact fees collected within the municipal boundary shall be transferred to the Town as per Article III Section C of this agreement.
10. Credit. The Town shall receive a 15% credit of application fees collected by the department for applications within the Town which shall be remitted to the Town by the County on a quarterly basis. The Town shall be entitled to the credit under the following circumstances:
  - a. The County shall provide no legal counsel at any stage of the application process including attendance at public hearing. The Town will provide all legal counsel functions. Legal counsel review of kits and representation at public hearings are funded by the County's general fund, not zoning hearing fees. Therefore, there is no credit from the County to the Town that is applicable for this service
  - b. The County will provide no written evaluation analyses or recommendations on applications, including but not limited to zoning public hearings, substantial compliance determination, administrative adjustments, administrative modifications, and administrative site plan reviews. However, the Department will process all applications, conduct field inspections, post zoning hearing signs, prepare background information, provide public advertising and notices if applicable, and obtain comments from other departments or agencies including but not limited to Public Works, Fire, Police, Team Metro, Miami-Dade Public Schools, and DERM. The

- Department will also obtain concurrency review from concurrency review departments. Evaluation analysis and final approval letters for all applications, including but not limited to zoning public hearings, substantial compliance determination, administrative adjustment, administrative modification, and administrative site plan reviews shall be performed by the Town.
- c. Department employees will not attend public hearings at the Town.
  - d. The Department will not issue Administrative Site Plan Review (ASPR) decision letters. The Town will make such ASPR decisions and prepare and sign decision letters. However, the Department shall continue to accept applications for ASPR Determinations, process them in the usual manner, prepare background information, provide notices if applicable, and obtain comments from reporting departments or agencies including DERM and Public Works. The Department will also obtain concurrency review from concurrency review departments.
  - e. No Substantial Compliance Determination decision letters. The Town Council and staff will make Substantial Compliance Determination decisions and prepare and sign decision letters, respectively. However, the Department shall continue to accept applications for Substantial Compliance Determinations, process them in the usual manner, prepare background information, provide notices, and obtain comments from reporting departments and agencies including DERM and Public Works. The Department will also obtain concurrency review from concurrency review departments.
  - f. Zoning kit packages for Council members are prepared by Town of Cutler Bay.
  - g. Town of Cutler Bay delivers zoning kit packages to Council members.
  - h. Town of Cutler Bay drafts all legislation (resolutions) approving/denying items and shall forward copies of said legislation to the department.
  - i. The Town of Cutler Bay will update its official zoning maps. The Town shall provide copies of the updated Town of Cutler Bay zoning maps to the Department in order to continue to provide zoning information and interpretation services.
  - j. The Department will process vested right and extension of capacity reservations, applications in the usual manner, provided, however, the Department will not provide written analysis nor recommendations on vested rights and extension of capacity reservations.
  - k. On all Developmental Impact Committee (DIC) matters the County's involvement ends after DIC Lower Council review. All Departmental comments on DIC matters shall be forwarded to the Town of Cutler Bay for further processing, development of an analysis and recommendation to the Town Council, and scheduling.

**B. Miami-Dade Building Department.**

Permitting. The Miami-Dade Building Department, hereinafter "the Building Department", shall process and issue building permits for all applications received prior

to the municipal service assumption date outlined in Article II, for new construction, alterations, repairs or demolitions on real property within the Town of Cutler Bay's boundaries. The Miami-Dade Building Department shall process and issue all subsidiary building permits associated with a master permit issued as provided for above to ensure completion of a project. For the purpose of this agreement, a master permit is defined as the primary building permit issued by the Building Official which enables the permit holder to commence construction, alteration, repair, installation or demolition work. A subsidiary permit is any ancillary permit required under the Building Code to complete a project commenced under a master building permit as determined by the Building Official. A subsidiary permit may be in the same or a different trade as the master permit. The Miami-Dade Building Department's services shall include the performance of all required inspections, plan reviews, and the issuance of the applicable Certificate of Occupancy and/or Certificate of Completion.

1. Permit Records and Reports.

- a. Within thirty (30) days from execution of this Agreement, the Building Department shall deliver to the Town Manager a written report listing each active master permit and subsidiary permit issued within the boundaries of the Town. This report shall include the address of the property, the permit numbers, description of permit type, and the dates the permits were issued and the last inspection date and type for the open permits. This report shall be updated monthly.
- b. Building Department shall maintain all other records related to Building Department services performed by the Miami-Dade Building Department within the Town's boundaries in accordance with its current practice for the unincorporated area as required by law. Copies of such records may be obtained from the Building Department upon request of the Town at the cost specified for the reproduction of documents contained in the Building Department's fee schedule.

2. Compensation.

The Building Department shall retain all permit fees, penalties, and other fees and charges collected by the Building Department for any application filed or permits issued prior to the Town assuming building services. The Building Department shall retain all permit fees for any required subsidiary permits issued by the Building Department pursuant to the provisions of the initial paragraph of this section, regardless of the date of issue.

3. Expired Permits.

On or before 30 days after the Town begins providing building services, the Building Department shall provide a report to the Town listing any permit for work within the Town's boundaries that expired prior to the Town's assumption of building services. The list shall include the permit number, job address, description of permit type and last inspection date and type. Each month thereafter within 15 days after the end of each month, the Building Department will provide the Town with an updated report listing any permits that expired within the previous calendar month. Copies of any available permit application, plans, files or other documents related to an expired permit may be obtained from the Building Department upon written request of the Town at the cost specified for the reproduction of documents contained in the Building Department's fee



schedule. After assumption of municipal services as outlined in Article II, the Town shall be responsible for enforcement actions relating to any expired permit reported to the Town by the Building Department. It is in the complete and sole discretion of the Town to engage in any enforcement action relating to any expired permit.

4. Building Department Authority/Responsibility.

The Building Department in its performance of the services set forth in this agreement is authorized and designated to continue to act on behalf of the Town as the Town's Building Official in accordance with any applicable building codes and Chapter 468, Florida Statutes until the Town assumes responsibility on the municipal service assumption date outlined in Article II. The Town will assume responsibility for processing any permit applications submitted on or after the municipal service assumption date outlined in Article II, performing inspections on any permits issued by the Town and proceeding with enforcement on expired permits and all cases transferred by the County in accordance with the terms of this agreement. Under this agreement, as of the municipal service assumption date outlined in Article II, the County will only retain authority to process applications and issue permits submitted prior to the municipal service assumption date or the date agreed to transfer services and subsidiary permits tied to master permits issued by the county, and perform all inspections for the master and subsidiary permits issued by the County until the issuance of the Certificate of Completion, Certificate of Occupancy, or expiration of the permit.

5. Enforcement.

Until the municipal service assumption date outlined in Article II, the Miami-Dade Building Department shall continue, either directly or through contractors, with any Building Code enforcement case initiated as a result of the receipt of a complaint or opening of a case file prior to the municipal service assumption date outlined in Article II. Such cases include code enforcement for building permit violations, unsafe structures, and working without permits. As of the municipal service assumption date outlined in Article II, the Miami-Dade Building Department shall close all active enforcement cases and provide the Town with a list of the closed cases. The Building Department shall be entitled to retain all fines, fees, costs and penalties resulting from the investigation and pursuit of any enforcement action initiated under this section above for the cases closed by the Building Department. This includes the payment of any lien filed or amount paid in satisfaction of a court judgment. In the event a Building Code enforcement case is turned over to the Town for completion of any enforcement action, the Building Department shall be entitled to collect any fines, fees, or penalties owed to the Miami-Dade Building Department as of the date the case is turned over to the Town. The Town shall negotiate on a case by case basis with the Building Department on any share that it may be entitled to. In addition, the Building Department shall be entitled to collect all enforcement fees and costs accrued in the matter of any unsafe structures enforcement case that is closed by the Building Department after this Agreement is executed. If the unsafe structures enforcement case is turned over to the Town, then the Building Department shall only be entitled to recover those fees and costs which have accrued up to the date the case is transferred to the Town.

Notwithstanding the transition of powers and duties provided for in this agreement, the Building Official for Miami-Dade County and for the Town of Cutler Bay may opt to enter

into a separate agreement for the County's completion of specified enforcement cases that may have been commenced by the County and are near completion, all in the interest of efficiency, cost savings and protecting the public safety. Until the execution of such agreement, all enforcement authority and responsibility shall remain with the Town. Such agreement shall contain a specific identification of cases to be completed by the County, shall provide for the allocation of fees and costs relating to those cases, and shall be executed by the County Manager and the Town Manager not later than sixty (60) days following the effective date of this agreement.

**C. Plat Approval Administrative Services.**

Until the municipal service assumption date outlined in Article II, the Miami-Dade County Public Works Department shall provide administrative services on applications for plat approval and waiver of plat requirements, as described below. After the municipal service assumption date, following the review and approval by the Town Council, the Public Works Department shall retain final approval of Waiver of Plats, Tentative Plats and Final Plats.

1. Processing applications for plat approval and waiver of plat. Until the municipal service assumption date the Miami-Dade County Public Works Department shall receive and process applications for tentative and final plat approval and for waiver of plat requirements on real property located within the Town as provided by chapter 28-1 (L) of the Miami-Dade County code (subdivision regulations), other provisions of the County Code and the current practice of the department, including the use of County forms and inspection procedures, for the unincorporated area of the County.
2. Place for making applications. Until the municipal service assumption date all applications shall be made at the offices of the Public Works Department Land Development Division at the Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street, 14<sup>th</sup> Floor, Miami, Florida.
3. Review by the Town. Until the municipal service assumption date, upon receipt of an application for approval of a tentative plat or waiver of plat, the Public Works Department shall transmit one copy of the application and one copy of the plat or waiver of plat, to the Town Manager. Upon completion of the processing and review of the Plat Committee, the Public Works Department shall transmit one copy of the Notice of Action taken on the tentative plat or the waiver of plat to the Town for approval by the Town Council together with all the backup documentation and conditions. Upon receipt by the department of the approval of the tentative plat by the Town Council, the final plat shall be submitted to the Public Works Department for processing and review. Upon completion of said review, the Public Works Department shall submit the final plat to the Town for approval by the Town Council together with all back up documentation including prior zoning approvals, bonds, and special taxing district approval, if required. The Town shall then return the executed final plat to the department for recordation in

the Public Records of Miami-Dade County Florida.

4. **Special Taxing Districts**

Prior to the municipal services assumption date for this service, the County shall continue to accept and process petitions for special taxing districts in accordance with Chapter 18 of the Miami-Dade County Code. After municipal services assumption date, the Town shall advise the County through Town Council resolution should they wish the County to continue accepting and processing petitions for special taxing districts.

5. **Legal counsel.** The Town will provide legal counsel and defend any claims arising out of final actions by the Town on the applications.

6. **Compensation.** The Miami-Dade County Department of Public Works shall retain all plat review fees, penalties, and other fees and charges collected by the Department for any application filed or permits reviewed or issued.

**D. Comprehensive Development Master Plan.**

1. The Town acknowledges, pursuant to article VIII, section 8.3 of the Town charter, that the Miami-Dade County Comprehensive Development Master Plan (CDMP) is the controlling master plan for the Town until the Town prepares and adopts its own comprehensive plan in accordance with chapter 163, Florida Statutes.

2. Until the Town prepares and adopts its own comprehensive plan, the Town agrees to utilize the department of planning and zoning and procedures set forth in the code of Miami Dade County for processing plan amendments which must be made in accordance with the County's plan amendment process as modified by the Town. The Town will be given written notice by the County of any applications requesting plan amendments for property in the Town's boundaries. The notice shall include copies of the application, maps, and supporting documentation. Notices shall be delivered to the Town within seven (7) business days after the application is found to be complete by the County and fee payment has been received. All amendments to the CDMP within the Town shall be heard and decided by the Town Council.

3. The department shall provide written notice to the Town, in accordance with the Intergovernmental Coordination Element of the CDMP, of any proposed amendments to the plan or map for areas adjacent to the Town.

4. **Compensation.** The Miami-Dade County Department of Planning and Zoning shall retain all CDMP plan amendment fees, and other fees and charges collected by the Department for any plan amendment application filed within the Town's boundaries.

5. **Legal counsel.** The Town will provide legal counsel and defend any claims arising out of final actions by the Town on the applications.

6. **Credit.** 10% credit for applicable application fees. The reasons for the credit are as follows:

- a. No legal counsel at any stage including attendance at public hearing. Town of Cutler Bay provides all legal counsel functions.
- b. No analysis nor recommendations on applications. The Department of Planning and Zoning (the Department) will provide all applications as they are submitted by the applicant.
- c. The Department of Planning and Zoning will provide all public hearing notices, including newspaper advertisements, consistent with the Code and statutory requirements, and including courtesy property notices, if applicable.
- d. No attendance of Planning and Zoning Department representatives at public hearings.
- e. Comprehensive Development Master Plan (CDMP) amendment hearing packages for Council members are prepared by Town of Cutler Bay.
- f. Town of Cutler Bay delivers CDMP amendment hearing agenda packages to Council members.
- g. Town of Cutler Bay drafts and delivers all resolutions and ordinances for CDMP amendment cycle applications.
- h. The Department will prepare updates to the CDMP adopted text and 2015-2025 Land Use Plan map and will continue to prepare and retain fees from CDMP plan interpretation letters and concurrency letters.
- i. The Town of Cutler Bay will be responsible for transmitting all required documentation for proposed amendment applications to the State Department of Community Affairs (DCA) and other state agencies for review of transmitted applications at the transmittal stage, and transmittal of all required documentation to DCA and state agencies for adopted amendments.

**E. Team Metro Code Enforcement Services.**

Until the municipal service assumption date outlined in Article II, the Miami-Dade County Team Metro and Building Department shall provide code enforcement services in accordance with current practice in the unincorporated area and at service levels provided in that year's County budget.

1. Team Metro. Until the municipal service assumption date Team metro shall provide code compliance experts to address all relevant issues under its jurisdiction in the County's Code including but not limited to overgrown lots, illegal signs and objects, abandoned vehicles, residential and commercial zoning violations, and minimum housing standards. Team Metro will also address graffiti removal.
2. Compensation. The Miami-Dade County Department of Team Metro shall retain all fines, fees, costs, penalties, lien fees and administrative charges resulting from the investigation and pursuit of any enforcement action initiated by Team Metro. Specifically, Team Metro will reserve the right to continue enforcement action, through completion, on all enforcement cases where it has issued a Civil Violation Notice (citation), including the payment of any lien filed or amount paid in satisfaction of a court judgment. Team Metro shall be entitled to collect any fines, fees, or penalties owed to Team Metro as of the date the case is turned over to the Town. In addition, Team Metro shall retain all revenues from service liens placed for corrective action taken by Team Metro.
3. Enforcement Case Transition. All open Team Metro code enforcement cases where citations have not already been issued will be turned over to the Town for follow through and completion of enforcement action by the Town. Additionally, in lieu of taking action,

Team Metro will forward all cases received within fifteen (15) days prior to the transition date, excluding life safety enforcement complaints, to the Town for enforcement action. All fees, fines and forfeitures collected on cases transferred to the Town shall be retained by the Town.

**F. Public Works Services.**

1. The Town understands and agrees that the County conveys local roads within the boundaries of the Town in as-is condition. The Miami-Dade County Department of Public Works, and other departments, directly or through their contractors, shall provide the following routine and emergency municipal public works services in accordance with applicable portions of the Miami-Dade County Standards, Florida Department of Transportation Standards and/or Manual on Uniform Traffic Control Devices Standards and at the service levels provided in the currently adopted County budget. These services are limited to street and street right-of-way maintenance services, shoulder drop-off repair, pothole patching and asphalt patching of sidewalks and bike paths, landscape maintenance services of medians, along County rights-of-way, maintenance or replacement of traffic control signs, and maintenance of street lighting as well as maintenance and installation and repair of guardrail. County traffic sign maintenance shall include the emergency repair of damaged or knocked down STOP signs. During normal business hours, calls for repair or replacement of damaged STOP signs should be made to the Public Works Department's Traffic Signals and Signs Division. At other hours, calls should be made to Miami Dade Police or Municipal Police, who shall relay the call to the County's Fire Alarm Office. Public Works crews are on 24 hour call and will respond to 85% of all damaged STOP sign complaints within 6 hours. After major emergency events, such as hurricanes, Public Works Traffic Signals and Signs Division will provide for the Town to pick-up traffic sign plates, at no charge to the Town, for municipal forces to install on behalf of the County. The Town may request to enter into a separate agreement with the County which will stipulate all necessary details regarding any transfer of traffic matters under the jurisdiction of the Department to be determined by the Department, if deemed to be viable by the Department, after the road transfer agreement is executed.
2. Stormwater management services will be provided by the County until Town exemption from the Stormwater Utility is approved by Resolution through the Miami-Dade County Board of County Commissioners.
3. The streets listed in Exhibit A shall remain County streets and shall be maintained by the County. The County shall transfer municipal streets as listed in the section sheets provided by the Miami Dade Public Works department to the Town after the execution of this agreement. The transfer of jurisdiction shall be accomplished by resolution prepared and approved by the County and accepted by the Town. The transfer shall be effectuated by no later than October 1, 2006 unless otherwise agreed to by both parties.
4. The Public Works Department shall retain jurisdiction over all traffic engineering matters within the Town limits, including but not limited to: analysis, design, installation, maintenance and replacement of traffic signs, pavement markings, and traffic signals; including review and approval of plans for same on public or private roads, pedestrian and bicycle facilities, driveways, parking lots and parking garages.
5. Permitting: The Miami-Dade Public Works Department shall review and issue the appropriate permits associated with a building permit (driveways, subdivisions, parking

lots, paving and drainage for on-site developments) and for any proposed construction activity within all County maintained road right-of-way prior to the municipal service assumption date outlined in Article II.

6. The Miami-Dade Public Works Department shall continue to have the sole responsibility to review and issue permits, as described above, for any proposed construction activity within or intersecting with the county maintained road right-of-way (Exhibit "A") or County Bicycle Facilities after the municipal service assumption date outlined in Article II.
7. Reservation of Rights by the Town: The Town reserves the right to place street identification signs of a uniform character throughout the Town and to change and/or enhance rights of ways within its jurisdiction at the Town's cost, subject to conformance with Federal traffic sign standards prior approval by the Miami-Dade County Public Works Department, said approval not to be unreasonably withheld or delayed. Additionally, the Town can paint and/or upgrade their light poles on their own 'local roads' at its own cost.
8. Permit Records:
  - a. On or before the municipal service assumption date outlined in Article II, the Miami-Dade Public Works Department shall deliver to the Town Manager a written report listing each permit issued within the boundaries of the Town. This report shall include the address of the property, the permit numbers, description of permit type, and the dates the permits were issued and the last inspection date and type for the open permits.
  - b. The Miami-Dade Public Works Department shall maintain all other records related to Public Works Department services performed by the Miami-Dade Public Works Department within the Town's boundaries in accordance with its current practice for the unincorporated area as required by law.

#### **G. Parks and Recreation Services.**

The Town understands and agrees that the County will convey local parks within the boundaries of the Town in as-is condition. The parks to be conveyed by Miami-Dade County in as-is condition to the Town of Cutler Bay are: Saga Lake Park, Whispering Pines Mini-Park, Bel Aire Park, Lincoln City Park #2, Franjo Park, Saga Bay Park, former Saga Bay Homeowner Association-owned parcels and Cutler Ridge Park. Terms and conditions regarding the Town's responsibilities to operate, develop and maintain the conveyed parks will be set forth in an Interlocal agreement between the County and the Town at the time the parks are transferred by the terms of the park conveyance agreement.

The Miami-Dade County Park and Recreation Department, directly or through its contractors, shall continue to maintain and provide recreation programs at Bel Aire Park, Franjo Park and Cutler Ridge Park, and maintain all other parks to be conveyed, until the deeds to the property are transferred by the County to the Town in as-is condition and the maintenance and program responsibilities are assumed by the Town under an Interlocal agreement. The time at which County maintenance responsibilities will end will be governed by the terms of the park conveyance Interlocal agreement. Until deeds are transferred, actual operating costs, including normal park maintenance, programs, services and administrative support, will be charged to the Town. These services may include, but are not be limited to:

1. Grounds and facility maintenance, including open turf and landscaped areas, sport fields, swales, parking lots, recreation and support buildings.
2. After-school programming, including staff, equipment, supplies and essential commodities.
3. Administrative support for finance, property management, operations and capital development.

The conveyance shall ensure that the park is operated in such manner that there is no discrimination in access, pricing or programming for unincorporated area residents.

Any capital repairs/improvements requested by the Town, beyond those necessary to safely maintain existing facilities using already approved and available funding from the County, will be charged to the Town. Furthermore, any program costs that are totally fee based which exceed fee revenue will be the responsibility of the Town. Notwithstanding the above, all current services will be provided to the Town until such time as the Town directs the county otherwise.

Bond funds beyond those the County has been authorized to expend from the Quality Neighborhood Improvement and General Obligation Projects currently allocated to the Town shall remain within the Town to be used for their original purposes.

At the time of conveyance of parks to the Town, the County will also transfer to the Town all park impact fees collected within the municipal boundary since the Town incorporated.

#### **H. Police Services.**

The provision of local and specialized police service are pursuant to the Miami-Dade County Code. In accord with the Town Charter, the Local Patrol Interlocal Agreement shall be for an initial term of three years followed by a transition period of no less than one year.

**Local Patrol Services** will be provided by the MDPD during the transition period at the same level being provided to the area by the current County Budget until such time as a change in service level has been approved by both parties by approval of the Local Patrol Interlocal Agreement between the Town and the County or until the Town adopts a resolution of its Council requesting a change in the service level and the County Manager (or the County Commission) accepts this request and authorizes a change in service level. The Town will contract with the Miami-Dade Police Department for the provision of local police services for three years. During the transition period, local patrol services will be billed using the average cost associated with servicing the area as outlined in Exhibit B.

**Specialized Police Services** will be provided by the Miami-Dade Police Department to the Town during the transition period at the same level being provided to the area by the current County Budget. Specialized police services will be billed using the methodology averaging the last three years of activity in the area as detailed in Exhibit C.

#### **I. Transit Services**

The County agrees to transfer to the Town title and possession of all bus passenger benches located within the town limits of Cutler Bay for the consideration of \$1.00 per bench. The County extends no warranty, implied or expressed, as to fitness or condition of the benches

transferred. It is expressly understood that the town assumes ownership of the benches as is and in place.

Bus passenger benches shall be located only at authorized MDT bus stops.

The Town understands and acknowledges that the County has the right, at the County's sole discretion, to eliminate, move, or add bus stops. In the event of such action, Town shall remove or relocate bus passenger benches within ten (10) business days of receipt of notification.

Bus Passenger Shelters. The Town agrees to enter into an agreement with Cemusa Miami, Inc. to install and maintain bus passenger shelters displaying advertising at Miami-Dade Transit authorized bus stops in the Town. The agreement shall be similar in form and content to the contract between Cemusa Miami and Miami-Dade County (Contract TA01-BS3), except as relates to the number of shelters. This agreement shall have an expiration date no earlier than October 3, 2013. The shelters shall remain the property of Cemusa until the termination of that agreement. Upon termination, the bus passenger shelters installed under the agreement between Cemusa Miami Ltd. and the Town of Cutler Bay shall become the property of the Town.

The Town agrees to enter into such agreement with Cemusa Miami, Ltd. within 90 days of commencement of this Interlocal Agreement.

-

#### **J. Stormwater Management Permit Administration**

Upon incorporation, the Town is required to obtain a National Pollutant Discharge Elimination System (NPDES) Permit from the State Department of Environmental Protection (DEP). Upon application for the NPDES permit, the County will furnish to the Town storm sewer infrastructure data the Town will need for the Permit. The Town also has the option of joining a group NPDES permit with the County and 30 Co-Permittees. This will allow the Town to cost share sampling requirements that are part of the NPDES Permit.

#### **K. National Flood Insurance Program**

The Town and County understand and agree that, under federal law, a newly incorporated municipality has 180 days to apply to the Federal Emergency Management Agency, to independently participate in the National Flood Insurance Program (NFIP). To assist in the transition of NFIP functions to the Town, the County Department of Environmental Resources Management (DERM) agrees to continue to conduct reviews for NFIP compliance in the Town until the assumption date outlined in Article II. Appropriate DERM staff shall, upon request from the Town, meet with Town staff to provide training regarding the minimum construction standards mandated under the NFIP. This will be a one-time training, provided as a courtesy to the Town in accordance with mutually agreeable timeframes, and shall include provision of other training resources available to the Town.

#### **L. County Reports.**

The Building, Team Metro, Parks and Recreation, and Public Works Departments will maintain records in accordance with current practice for the unincorporated area. Upon execution of this Agreement, a monthly activity report of all services provided during the preceding 30-day



period shall be provided to the Town within 30 days after the end of each month. In addition, an activity report of all services provided from November 9, 2005 through the date of execution of this Agreement shall be provided to the Town within 30 days of execution of this Agreement.

**ARTICLE II**  
**ASSUMPTION OF SERVICES BY THE TOWN**

**A. Transfer Notice.**

When the Town desires to provide any of the municipal services that are provided by the County pursuant to this agreement, excluding those reserved exclusively to the County under the Miami-Dade County Code (specifically, solid waste collection and disposal, fire rescue services, library services, specialized police services in perpetuity and local patrol police services for no less than three years), the Town shall deliver a written transfer notice to the County in which the Town will identify the service and the date the Town will commence providing the service. The transfer notice shall be given not less than the time periods specified below prior to the transfer date.

Planning and zoning	30 days
Public works	30 days
Stormwater management	BCC Resolution Required
Park and recreation services	30 days
Code enforcement (Team Metro)	30 days
Building Department	30 days

**B. Dates of Assumption of Services.**

It is anticipated that the Village will assume the following services on the dates set forth below. However, in the event the Village does not provide notice to the County 30 days prior to the dates set forth below for any of the following services, then the County shall continue to provide said services until 30 days after the Village provides written notice as set forth in the preceding section.

Planning and zoning	October 1, 2006
Public works	October 1, 2006
Stormwater management	BCC Resolution Required
Park and recreation services	October 1, 2006
Code enforcement (Team Metro)	August 1, 2006
Building Department	September 1, 2006
Permit review for NFIP	November 1, 2006

**C. The County as Municipal Service Provider.**

Should the Town wish to contract with the County for the continued provision of municipal services beyond the assumption of service date, the terms and conditions including the level of service and contract rate shall be established and executed by mutual agreement between the Town and the County.

**D. Transition Agreements.**

Upon receipt of a transfer notice, the County shall, on the transfer date, cease providing the

municipal service specified in the notice. At any time during the life of this agreement, the Planning and Zoning, Building, Team Metro, Public Works, and Park and Recreation Departments shall, upon the Town's request, make available to the Town all files concerning matters reasonably relevant to the Town and provide any information reasonably requested by the Town related to municipal type services provided by the County to the Town, upon written request of the Town, at a cost specified in the applicable Fee Schedule or actual cost incurred if not covered by applicable Fee Schedule except for files that contain information obtained during the last year (January 2005 – forward).

**E. Payment and Revenue Issues Associated with Transfer of Services.**

In the event the Town, through a transfer notice begins providing its own municipal service(s) prior to the date of assumption of services applicable to that service(s), no further payment will be required from the Town to the County for that service(s) after the actual transfer of the services other than the payment of any outstanding balances due as of the transfer date. The County shall perform an audit within 30 days of terminating any such service in order to determine the actual cost of providing the services to the Town and transmit the results to the Town upon receipt. Revenues attributable to the Town received by the County will be used to cover the cost of services provided by the County pursuant to this agreement to the extent these revenues are sufficient to pay the cost of such services. The County will audit the amounts received to cover the cost of services during the term of this agreement as provided hereunder. Any amounts exceeding the cost of services provided by the County hereunder will be paid to the Town. In the event the revenues attributable to the Town which are collected by the County are less than the cost of the services being provided to the Town, payment by the Town to the County will be due on or before September 30, 2006. In the event the revenues attributable to the Town which are collected by the County are more than the cost of the services being provided to the Town, payment by the County to the Town will be due on or before September 30, 2006. A reconciliation will be prepared and forwarded to the Town; repayment by the Town or the County is required within 30 days of receipt of the reconciliation. If payment is not received by the 30<sup>th</sup> day after receipt of the reconciliation, then interest on the amount owed equivalent to that which the County earns on its pooled investments during that same time period will be charged to the party owing payment. The obligation of the Town and/or the County to pay amounts owed shall survive the termination or expiration of this agreement and shall be a continuing obligation of the Town and/or County, until such time as those amounts and any interest thereon are paid in full. Revenue and expense figures for the time frame commencing November 9, 2005 to September 30, 2006 are estimated as set forth in Exhibit "E". In the event that upon final reconciliation the final amount is different than as set forth in Exhibit "E", the Town or the County shall have 30 days to pay amounts owed to the other party. Final reconciliation is defined as the audit and research of amounts collected and spent by the County on behalf of the Town in accordance with this Agreement.

**ARTICLE III  
FINANCE**

The parties acknowledge that residents, property owners and businesses of the Town of Cutler Bay were responsible for paying and continue to pay UMSA 2005 ad valorem taxes, fees for stormwater management, building permit and zoning application fees, communications services tax, franchise, utility and other revenues for the provision of UMSA municipal services for the period since incorporation on November 9, 2005. Said revenues, and all interest

accrued thereon is being collected and held by the County on the Town's behalf since the date of incorporation. The County is due a portion of these revenues on account of its past and future provision of services to the Town as provided herein.

The estimates set forth in this contract are estimates only. While they reflect budgeted costs for current service levels they do not represent the actual cost that will be reconciled once services are rendered, therefore, the actual revenues and expenses may be more or less than set forth in this agreement.

**A. Estimated Revenues From November 9, 2005 to September 30, 2006.**

1. Ad Valorem Taxes are estimated by the County's Office of Strategic Business Management department. The Town is eligible to, and shall receive a credit for all ad valorem taxes pro-rated for the period between November 9, 2005 and September 30, 2006 as per Exhibit E.
2. Electric Franchise Fees are collected by the County under a franchise agreement with Florida Power & Light Company which expires May 25, 2020. Franchise fees are remitted to the County in July of each calendar year for collections occurring in the prior calendar year. The County will provide an accounting of electric franchise fees for the Town of Cutler Bay. The Town is eligible to, and shall receive credit for the net electric franchise fees generated within the Town's corporate limits and budgeted by the County for fiscal year 2005-06 as per Exhibit E.
3. Electric Utility Taxes are remitted from Florida Power & Light to the County based on electrical usage. The Town is eligible to, and shall receive credit for electric utility taxes for the period November 9, 2005 through September 30, 2006 as per Exhibit E. Pursuant to motions made by Commissioner Sorenson and approved by the Board of County Commissioners the County advanced the Town \$900,000 of utility taxes for startup costs.

The Town will continue to be responsible for its pro rata share of the debt service for the QNIP bond indebtedness and receive the credit for the electric utility taxes throughout future fiscal years until the bonds are retired or the Town pre-pays its portion of the debt service. Afterward, the Town will receive electric utility taxes directly.

4. Gas Utility Taxes are remitted to the County by natural gas providers within Miami-Dade County. The Town is eligible to, and shall receive gas utility tax credit for the period November 9, 2005 through September 30, 2006 as per Exhibit E.

The Town will continue to receive the credit for the gas utility taxes throughout fiscal years until the QNIP bonds are retired or the Town pre-pays its portion of the debt service. Afterward, the Town will receive gas utility taxes directly.

5. Water Utility Taxes are remitted to the County through the Miami-Dade County Water and Sewer Department. The Town is eligible to, and shall receive water utility tax credits for the period November 9, 2005 through September 30, 2006 as per Exhibit E. The Town will continue to receive the credit for the water utility taxes throughout future fiscal years until the bonds are retired or the Town pre-pays its portion of the debt service. Afterward, the Town will receive water utility taxes directly.

6. Unified Communications Services Taxes are collected by the State of Florida and remitted to the County. The Town is eligible to, and shall receive credit for Communications Services Taxes for the period November 9, 2005 through September 30, 2006 as per Exhibit E, after which the Town will receive the tax revenue directly from the State of Florida.
7. Occupational License Taxes are collected by the County in August of each year for the coming year. The Town is eligible to, and shall receive credit for the UMSA portion of the County's occupational license as billed in August of 2006, for the period November 9, 2005 through September 30, 2006 as per Exhibit E and for all licenses issued up and until the Town assumes the function of issuing occupational licenses.

The Town will be responsible for billing and collecting occupational license fees after the August 2006 cycle. The parties acknowledge that the Town will be responsible for collecting the municipal occupational license fees in 2007.

8. The One-half Cent Sales Tax is remitted by the State to the County. The Town is eligible to, and shall receive credit for the sales tax for the period November 9, 2005 to June 30, 2006 as per Exhibit E
9. Local Option (Five and Six Cents) Gas Taxes are remitted by the State to the County. The Town is eligible to, and shall receive credit for the Local Option Taxes for the period November 9, 2005 through September 30, 2006 as per Exhibit E. The Town will receive this revenue directly from the State.
10. Alcoholic Beverage Fees are remitted from the State to the County. The Town is eligible to, and shall receive credit for alcoholic beverage fees for the period November 9, 2005 to September 30, 2006 as per Exhibit E. The Town will begin to receive the fees directly from the State.
11. Impact Fees are collected by the County for Parks, Police, Fire and Emergency Services, Educational Facilities and Public Works services. The Town is eligible to, and shall receive credit for impact fees, excluding the administrative portion of the fee, collected within its Town boundaries for Police and Parks Services for the period November 9, 2005 to September 30, 2006 as per Exhibit E or until such time as the Town and the County agree that the County will no longer collect Police and Parks impact fees for the Town. Estimated collections as of March 2006 for Police Impact Fees are \$75,778 and Parks Impact Fees are \$311,128. Actuals will be tracked and remitted to the Town for the period listed above. The Town will not receive Public Works, Fire and Emergency Services, or Educational Facilities Impact Fees that are used to fund projects within districts that include the Town of Cutler Bay.
12. Interest Earnings. The Town and County are eligible and shall receive credit for interest earnings for the period November 9, 2005 to September 30, 2006 as per Exhibit E or until such time as the County reconciles the revenues and expenses and payment of the net balance is remitted. Interest equivalent to that which the County earns on its pooled investments during that same time period will be charged.
13. Summary Revenue Estimates. Exhibit E displays revenue estimates as provided by the County for November 9, 2005 to September 30, 2006.

14. Burglar Alarm. The parties acknowledge their intent to explore the possibility of entering into a separate Interlocal agreement to permit the County to administer the Burglar Alarm Ordinance for the Town.

**B. Expenses from November 9, 2005 to September 30, 2006.**

1. Local Patrol Police Services  
The County has and will provide the Town with local police patrol services prior to entering into the local patrol contract. Based on fiscal year 2005-2006 estimates it is estimated that the cost of services will be \$423,566 per month.
2. Specialized Police Services  
The County has and will provide the Town with specialized police services prior to entering into the specialized police services contract. Based on fiscal year 2005-2006 estimates it is estimated that the cost of services will be \$116,685 per month.
3. Parks and Recreation Services  
The County provided and will continue to provide park and recreation services to the Town during the transition period. The transition period services will be billed based on actual expenditures of the Park and Recreation Department. Based on fiscal year 2005-2006 estimates it is estimated that the monthly charge for services will be \$64,308.
4. Public Works Services  
The County provided and will continue to provide public work services to the Town during the transition period. The transition period services will be billed based on actual costs of the Miami-Dade Public Works Department. Based on fiscal year 2005-2006 estimates it is estimated that the monthly charge for services will be \$11,614. Emergency events, such as hurricanes, small isolated storms or tornados may cause higher costs in the affected period.
5. Planning, Team Metro and Others  
The County is providing these services and will continue to provide them during the transition period. The transition period services will be billed to the Town based on 7.0% of direct costs. Direct costs are services being provided by the County not under contract such as local patrol services, specialized police services, parks and recreation services and public works, the cost will be billed as such as long as those direct costs remain. As the direct cost services are transitioned to the Town, with the exception of local patrol and specialized police services, or pursued via contract with the County, this will be adjusted.
6. Policy Formulation and Internal Support  
The County provided and will continue to provide policy formulation and internal support services during the transition period. The transition period services will be billed to the Town based on 6.9 percent of direct costs.
7. Quality Neighborhood Improvement Program (QNIP)  
The fiscal year 2005-2006 estimated payment for the Town of Cutler Bay is \$287,961. For the period from November 9, 2005 through September 30, 2006 the estimated payment is \$257,565. The pro rata share is calculated as provided hereunder.

The County issued its Public Service Tax Revenue Bonds, Series 1999, Series 2002 and Series 2006 prior to the Town's incorporation, which are currently outstanding as of March 1, 2006 in the respective principal amounts of \$65,190,000, \$52,515,000 and \$28,000,000 (collectively the "PST Bonds"). The PST Bonds and any refunding of such PST Bonds (collectively, the "Bonds") are payable from Public Service Taxes (defined below) collected in the unincorporated area of the County and in the municipalities incorporated within the County since July 2, 1996 with respect to Bonds outstanding at the time of the municipalities incorporation. The County receives Public Service Taxes pursuant to Section 166.231, Florida Statutes, and as of October 1, 2001, from a communications service tax assessed pursuant to Chapter 202, Florida Statutes and Section 29 of the County Code. Within 30 days of the adoption of the municipal charter, the new Town agreed to enact an ordinance, pursuant to Section 166.231, Florida Statutes, authorizing the levy of the public service tax at a rate no less the rate established by the County for electrical, water and gas services prior to the incorporation of the Town. The Town agrees immediately following its incorporation to enact an ordinance, pursuant to Section 202.19, Florida Statutes, authorizing the levy of the communication services tax at a rate no less than the rate established by the County for communications services prior to the incorporation of the Town. The public services taxes and communications service tax assessed by the County along with the communication service tax imposed by the Town are referred to as the Public Services Taxes.

The Town agrees that, until the Bonds have been paid or provision made for their payment pursuant to Article X of Ordinance No. 96-108, enacted by the Board on the July 2, 1996 authorizing the issuance of the Bonds, the County shall have the right to receive and apply to debt service on the Bonds all of the Public Service Taxes collected in the unincorporated area of the County and in the municipalities incorporated within the County since July 2, 1996 (includes the Town) with respect to Bonds outstanding at the time of the municipalities incorporation. The Town's debt service obligation as to the Bonds in each fiscal year of the County ("Fiscal Year") or portion thereof following incorporation shall be its pro rata share of such debt service obligation. The Town's pro rata share will be equal to that percentage of the total debt service accruing on the Bonds in such Fiscal Year calculated by multiplying such total debt service by a fraction the numerator of which will be the total amount of Public Service Taxes collected within the boundaries of the unincorporated area comprising the boundaries of the Town during the Fiscal Year in which the Town incorporates and the denominator of which will be the total amount of Public Service Taxes collected in the entire unincorporated area of the County and the municipalities incorporated within the County since July 2, 1996 with respect to Bonds outstanding at the time of the municipalities incorporation during the same Fiscal Year. It is understood by the Town that the County may estimate the amount of Public Service Taxes when calculating the Town's pro-rata share until the actual Public Service Taxes for the Fiscal Year in which the Town incorporates are available. Once the pro-rata share is recalculated based on the actual receipts, the County will reimburse the Town for any overpayment by the Town within 60 days of the recalculation. In the event the Town's share was less than the amount due from the Town, the County will deduct the amount due from the its payment of the Public Services Taxes to the Town until the amount due from the Town is paid in full.

The balance of the Public Service Taxes collected within the boundaries of the Town shall be remitted to the Town after the County satisfies its monthly and annual debt service requirements for the Public Service Tax Bonds.

The County has previously issued its \$41,580,000 Stormwater Utility Revenue Bonds, Series 1999 (the "Series 1999 Stormwater Bonds") of which \$35,400,000 remains outstanding as of March 1, 2006 and its \$75,000,000 Stormwater Utility Revenue Bonds, Series 2004 (the "Series 2004 Stormwater Bonds") of which \$71,485,000 remains outstanding as of March 1, 2006. The County, in its capacity as a stormwater utility (the "Stormwater Utility") pursuant to Sections 24-51 through 24-51.5 of the County Code, as amended from time to time and Section 403.0893, Florida Statutes, as amended from time to time, assesses and collects fees (the "Stormwater Utility Fees") in the unincorporated area of the County, within those municipalities (includes the Town) that have not been exempted from the Stormwater Utility and within those municipalities that have been incorporated since 1999 and have been exempted from the Storm Water Utility after Bonds (defined below) are outstanding (the "Stormwater Utility Service Area"). The Series 1999 Stormwater Bonds and the Series 2004 Stormwater Bonds (collectively the "Stormwater Bonds") are payable from the Stormwater Utility Fees collected in the Stormwater Utility Service Area.

The Stormwater Bonds, any bonds issued to refund the Stormwater Bonds and any additional bonds issued in the future secured by the Stormwater Utility Fees (while the Town is part of the Stormwater Utility) are referred to collectively in this Section as the "Bonds". The Stormwater Utility Fees securing these Bonds are referred to in this Section as "Fees".

The Town agrees that until the Bonds are retired the County shall have the right to receive and apply to debt service on the Bonds all of the Fees collected within the Stormwater Utility Service Area. The County shall continue to collect the Fees until the Bonds are retired even if the Town is granted an exemption from the Stormwater Utility after incorporation. After the County has paid or satisfied the monthly debt service requirements on the Bonds, the County shall make a payment to the Town if it is granted an exemption from the Stormwater Utility, equal to its share of the Fees remaining on deposit with the County after debt service on the Bonds, provided however, the Town will not be entitled to any Stormwater Utility Fees while it remains a part of the Stormwater Utility.

The Town's share shall be all Fees collected within the Town annually minus its pro-rata share of debt service (the "Debt Service Share") on the Bonds. The Town's Debt Service Share for the Bonds is determined by expressing the Stormwater Utility Fees collected within the Town during the County's Fiscal Year in which the Town is exempted by the County from the Stormwater Utility as a percentage of the total Stormwater Utility Fees collected within the Stormwater Utility Service Area during the County's Fiscal Year in which the Town is exempted by the County from the Stormwater Utility and applying that percentage to the total annual debt service on the Bonds. The Town may prepay its proportionate share of the Bonds, including accrued interest, at any time during the life of the Bonds without penalty. It is understood by the City that the County may estimate the amount of Stormwater Utility Fees when calculating the City's pro-rata share until the actual Stormwater Utility Fees for the Fiscal Year in which the City incorporates are available. Once the pro-rata share is recalculated based on the actual receipts, the County will reimburse the City for any overpayment by the City within 60 days of the recalculation. In the event the City's share was less than the amount due from the City, the County will deduct the amount due from the its payment of Stormwater Utility Fees to the City until the amount due from the City is paid in full.

The intent of this section is to ensure that (i) the County will be in compliance with the Bond covenants regarding the collection of the Fees; (ii) the Town continues to pay its Debt Service Share until the Bonds are retired.

8. Elections. The County provided the Town with election services during the transition period. It is estimated that the total cost of services will be \$108,437.

9. Other fees for County Services. The County provided the Town with sound system services during the transition period. It is estimated that the total cost of services will be \$13,600.

Except as otherwise provided for in this agreement, as the Town assumes the provision of municipal services, County charges for the services shall cease in accordance with the terms of this agreement.

**C. Reconciliation and Transfer of Revenues.**

The net revenues described in Article III. A. accrue to the benefit of the Town as described therein. The County is entitled to be compensated for the provision of services identified in Article III. B pursuant to the terms provided herein. These amounts are summarized in Exhibit E.

The County shall provide a monthly accounting of actual revenues and expenses described in Articles III. A and B. This accounting shall be completed no later than 45 days after the month end.

The County shall provide a final accounting and reconciliation for the period November 9, 2005 through September 30, 2006. Should the Interlocal be extended, the final reconciliation will be provided 90 days after the termination of the Interlocal. Upon execution of this agreement, the Town and the County shall determine an estimate of the revenue attributable to the Town, for the period of November 9, 2005 until October 1, 2006. To the extent revenues which have been withheld by the County outweighs the estimated cost of services provided to the Town during such period, the County will provide payment to the Town of 90%, including all accrued interest, of the estimated surplus for fiscal year 2005-2006 budget as provided in Exhibit "E" within 30 days. The remaining 10%, and all accrued interest thereon, will be paid to the Town at the time of the final reconciliation, which shall be completed by December 31, 2006. If payment is not received by the 30th day then additional interest equivalent to that which the County earns on its pooled investments during that same time period will be charged. In the event the revenues attributable to the Town do not cover the services being provided to the Town, payment by the Town to the County will be due on or before September 30, 2006. A reconciliation will be prepared and forwarded to the Town; repayment by the Town or the County is required within 30 days of receipt of the reconciliation. If payment is not received by the 30<sup>th</sup> day then interest equivalent to that which the County earns on its pooled investments during that same time period will be charged. The obligation of the Town to pay expenses which exceed the cost of services shall survive the termination or expiration of this agreement and shall be a continuing obligation of the Town, until such time as those amounts and any interest thereon are paid in full.

Final reconciliation is defined as the audit and research of amounts collected and spent



by the County on behalf of the Town in accordance with this Agreement.

**AS AN ACCOMMODATION TO AND FOR THE PURPOSE OF ASSISTING A NEW MUNICIPALITY DURING THE INITIAL 24 MONTHS OF ITS EXISTENCE THE COUNTY HAS AGREED TO THE FOLLOWING CASH FLOW ADVANCES AND DISASTER EMERGENCY ASSISTANCE PROVISIONS**

**D. CASH FLOW ADVANCES FY 2006-07 and FY 2007-08**

In order to assure that the Town of Cutler Bay has sufficient working capital to begin its first full fiscal year beginning on October 1, 2006, the County Manager is hereby authorized and directed to advance 90% of the anticipated FY06/07 ad valorem tax revenue for the Town of Cutler Bay in advance, and interest free, according to the following formula:

50% of such revenue shall be transferred to the Town on October 1, 2006

30% of such revenue shall be transferred to the Town on November 1, 2006

20% of such revenue shall be transferred to the Town on December 1, 2006

The County Tax Collector shall transmit any balance of ad valorem and any other revenues to the Town promptly on receipt.

In the event that additional advance funding is required during the course of the 06/07 fiscal year by the Town of Cutler Bay the Town Manager is hereby authorized to request from the County Manager additional advance revenues that are budgeted and will accrue to the Town of Cutler Bay in advance of their collection, and the County Manager is hereby authorized , upon demonstration of use or obligation of all previously advanced ad-valorem funds by December 30, 2006 and persisting need by the Town ,to advance said additional funds provided that the Town shall repay those additional funds in principle, and with interest, that shall be calculated at the average interest rate charged by the State of Florida Pooled Cash Fund from the date said funds are advanced by the County until they are either collected by the County or are repaid by the Town.

The County Manager is hereby authorized and directed to advance such revenues according to the following formula:

Forty percent of allocations to the Town of the following amounts:

50% of such revenue shall be transferred to the Town on October 1, 2006

30% of such revenue shall be transferred to the Town on November 1, 2006

20% of such revenue shall be transferred to the Town on December 1, 2006

The County Tax Collector shall transmit any balance of ad valorem to the Town promptly on receipt

**E. DISASTER EMERGENCY CASH ADVANCE**

**DISASTER EMERGENCY CASH ADVANCES FOR 2006 AND 2007 HURRICANE SEASONS**

In the event of hurricane or other natural or man-made disaster that imposes a hardship on the Town of Cutler Bay and its citizens, during the 2006 or 2007 Hurricane Season the Town may not have sufficient funds to provide for emergency services or clean up associated with the event. While federal or state funds may be available to reimburse the Town, the Town may have a cash-flow shortfall or emergency. In such a situation, the Town Manager is authorized, and may at his discretion, following a declaration of emergency by the President of the United States, the Governor of the State of Florida, or the Mayor of Miami-Dade County, to request an initial cash advance of up to \$2 million to respond to such emergency. Upon receipt of such a request the County Manager is authorized and may at his sole discretion, advance such funds to the Town of Cutler Bay, which shall reimburse the funds to the County within 90 days of the end of the FEMA reimbursement application date.

In the event that such funds are insufficient for the Town to adequately respond to such emergency, the Town Manager is authorized, and may at his discretion, request an additional cash advance of up to \$2 million to respond to such emergency. Upon receipt of such a request the County Manager is authorized and may at his sole discretion, advance such funds to the Town of Cutler Bay, which shall reimburse the funds to the County within 90 days of the end of the FEMA reimbursement application date.

Any such advance shall be repaid, with interest, to the extent reimbursement from federal or state reimbursements are received by the Town, providing that the town makes timely application for reimbursement to the State or Federal authority. The town shall only be obligated to pay interest on the sums advanced hereunder only to the extent such interest is reimbursed by Federal or State reimbursements

**ARTICLE IV  
SERVICES EXCLUDED FROM THIS AGREEMENT**

Other than as specifically set forth herein, this agreement does not apply to, and the County shall continue to provide and bill the Town for the following services:

Library	Special taxing district.
Fire-Rescue	Special taxing district.
Water and Sewer Services	The Town is included in the area served by the Water and Sewer Authority Department. Residents are billed directly for the service.
Solid Waste Collection	Private trash collection in place on the date of incorporation within the residential and commercial areas of Cutler Bay will continue. The County's Department of Solid Waste Management will provide services to all new residential customers and continue serving existing customers.
Specialized Police Services	As a permanent special condition for

incorporation, the Town is required to contract with and pay for specialized police services from the Miami-Dade County Police Department. This cost will be offset (credited) by the countywide taxes paid by the Town residents for specialized police services.

**Local Patrol Police Services**

As a special condition for incorporation, the Town is required to contract with and pay for local patrol police services from the Miami-Dade County Police Department for an initial period of three years with a one year transition period from a mutually agreed upon date.

**Special Taxing Districts**

See Exhibit D

**Public Works**

Analysis, design, installation, maintenance and replacement of traffic signs, pavement markings, and traffic signals.

**Department of Environmental Resources Management (DERM)**

Maintenance of the County's Secondary Canal System within its right-of-way until such time as the Town opts out of the County's Stormwater Utility, at which time an Interlocal Agreement between the Town and County will need to be executed to cost-share canal maintenance within the Town's geographical boundary. The provisions of this interlocal agreement do not supersede the authority of Miami-Dade County to enforce the requirements of Chapter 24 of the Code of Miami-Dade County or the authority to enforce any programs delegated to Miami-Dade County by the State of Florida.

**ARTICLE V  
INDEPENDENT CONTRACTOR**

The County 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 County employees.

1. All personnel employed by the County in the performance of this agreement shall be and remain County employees.

2. The County shall have and maintain the responsibility and control of the services rendered, standards of performance, discipline of personnel, all personnel-related matters and other matters incident to the performance of the services, duties and responsibilities, as described and contemplated in this agreement.
3. The County 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 the County. 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 benefits of employment to any County personnel performing services, duties and responsibilities under this agreement for the benefit of the Town , or any other liabilities whatsoever.

## **ARTICLE VI INDEMNIFICATION**

### **A. Town Indemnification of County.**

To the extent permitted by law and as limited by section 768.28, Florida Statutes, the Town shall defend, indemnify and hold harmless County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which 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. County shall promptly notify the Town of each 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.

### **B. County Indemnification of Town .**

To the extent permitted by law and as limited by section 768.28, Florida Statutes, County shall defend, 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 County, its employees, officers, and agents. The Town shall promptly notify County of each claim, cooperate with County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without County's participation.

### **C. Survival of Obligations.**

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

## **ARTICLE VII REMEDY FOR DEFAULT**

### **A. Termination of Agreement for County's failure to Provide Municipal Services.**

1. The Town may terminate this agreement in its entirety, or for a specified municipal service, for an event of default unless the default is cured as provided in this article, provided, however, the Town may terminate the provision of local patrol or specialized police services only as allowable in the local patrol or specialized police contracts between the Town and the County. An event of default by the County is defined for purposes of this agreement as a material failure to comply with the terms of this Agreement.
2. If an event of default occurs, in the determination of the Town, the Town shall notify the County, specify the basis for the default and advise the County that the default must be cured to the Town's reasonable satisfaction within a 30-day period. The Town may grant additional time to cure the default, as the Town may deem appropriate, without waiver of any of the Town's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period, or any longer period which the Town prescribes.

**B. Specific Performance.**

1. Essential public services. The services provided by the County under this agreement are essential public services. In the event of default or any breach of a material term or condition of this agreement by the County, the County, upon receipt of a written request from the Town, shall remedy the breach within 30 days of receipt of the request. If the breach is not cured within the specified time period, the Town may file a lawsuit to utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.
2. Other remedies. The Town reserves all available remedies afforded by law to enforce any term of condition of this agreement.

**ARTICLE VIII  
TERM**

This agreement shall be effective upon execution by Miami-Dade County. This agreement shall expire at midnight on September 30, 2006, unless terminated earlier as specified in Article VII, or extended by the County Manager as provided in Article IX.

**ARTICLE IX  
EXTENSION OF AGREEMENT**

The County Manager is authorized to extend the term of this agreement for an additional six months upon a written request from the Town (the first "renewal period"). The written request must include an update of the timetable required in Article II of this agreement and must be provided to the County thirty (30) days prior to the expiration of this contract on September 30, 2006.

The County Manager may renew this agreement for an additional six months after expiration of the first renewal period upon a written request from the Town (the "second renewal period"). The written request must include an update of the timetable required in Article II of this agreement and must be provided to the County forty-five (45) days prior to the

end of the first renewal period.

#### **ARTICLE X RECORDS, INSPECTION, AUDIT**

The County 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 the records shall be retained by the County for a minimum of three years from the date of termination or expiration of this agreement. County shall maintain accounting records on expenditures under this agreement in accordance with generally accepted accounting standards, generally accepted government accounting standards, and other applicable standards.

The Town Manager or his, or her, designee may inspect and audit the records upon reasonable notice to the County. 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.

The County shall provide access to the Town Manager or his, or her, designee to the records during regular business hours. The County agrees to provide the assistance, as may be necessary, to facilitate the inspection or audit by the Town to insure compliance with applicable accounting and financial standards.

Should the Town, in any audit of the County's records, find a discrepancy between the actual amount of funds paid by the Town and the actual services received by the Town from the County, or the costs of the services, or the Town finds a discrepancy in the amounts provided in the reconciliation by the County, then the County shall, within 30 days of receipt of written notification from the Town Manager, either credit or debit the Town the amount of the discrepancy or refund the amount. If the County disagrees with the Town's audit, the County shall notify the Town Manager within 15 days of the receipt of the audit findings requesting an independent audit. The Town Manager and the County Manager shall mutually agree to the selection of an independent auditor to review the audit and resolve the discrepancies. The auditor's fee will be paid by both parties equally.

#### **ARTICLE XI FAVORED NATION STATUS**

-  
If a subsequent incorporation is approved without the newly incorporated area being required to remain in the Miami-Dade Fire Rescue District, Miami-Dade Library System, Miami-Dade Solid Waste collection service area, or without contracting with the Miami-Dade Police Department for local patrol and specialized police services, the Town will be entitled to modify its relationship with the County, so that the Town will not be required to receive that particular service from the County.

-  
If a subsequent Interlocal Agreement is entered into between Miami-Dade County and another duly incorporated area which Interlocal Agreement entitles the newly incorporated area to more favorable treatment in the form of a reduction in the cost of services or a reduction in the minimum required level of service of more than 5%, then the Town shall be entitled to the same treatments or benefits. It is provided, however, that where a subsequent incorporation obtains a reduction in the cost of services as a result of a reduction in the level of service, the Town will only be entitled to a reduction in the cost of services if the Town agrees to a proportional reduction in the level of service.

**ARTICLE XII  
AUTHORITY TO EXECUTE**

The County Manager, by execution of this agreement, represents to the Town that he has full power and authority to make and execute this agreement pursuant to the resolution of the County Commission.

The Town Manager, by the execution of this agreement, represents to the County that he has full power and authority to make and execute this agreement pursuant to the resolution of the Town Council.

**ARTICLE XIII  
NOTICE**

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

- Town :           Town Manager  
                  Town of Cutler Bay  
                  10720 Caribbean Boulevard, Suite 105  
                  Cutler Bay, Florida 33187
  
- and           Town Attorney  
                                  Weiss Serota Helfman Pastoriza & Guedes, P.A.  
                                  2665 South Bayshore Drive, Suite 420  
                                  Miami, Florida 33133
  
- County:           County Manager  
                  Miami-Dade County  
                  Stephen P. Clark Center  
                  111 NW First Street  
                  Suite 2910  
                  Miami, Florida 33128
  
- and           Office of the County Attorney  
                                  Stephen P. Clark Center  
                                  111 NW First Street  
                                  Suite 2810  
                                  Miami, Florida 33128

**ARTICLE XIV  
NON-ASSIGNABILITY**

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

**ARTICLE XV  
ENTIRE AGREEMENT**

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

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

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

**ARTICLE XVI  
BINDING EFFECT**

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

(Signature Page Follows)

ATTEST:

TOWN OF CUTLER BAY,  
a municipal corporation

By: \_\_\_\_\_  
Interim Town Manager  
Steven J. Alexander

\_\_\_\_\_  
Town Clerk  
Erika Gonzalez-Santamaria

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Interim Town Attorney  
Weiss Serota Helfman Pastoriza & Guedes, P.A.

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

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

ATTEST:



HARVEY RUVIN, CLERK

By \_\_\_\_\_  
County Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

C:\Documents and Settings\CUTLERBAY\My Documents\County Interlocal Agreements\Master Interlocal Council version - 06-12-2006 .doc

## EXHIBIT A

### COUNTY MAINTAINED ROADWAYS IN THE TOWN OF CUTLER BAY

<b>County Maintained Roadways in Cutler Bay</b>				
Facility	From	To	Centerline Miles	Lane Miles
Old Cutler Road	SW 224 <sup>th</sup> Street	SW 184 <sup>th</sup> Street	3.27	6.54
SW 87 <sup>th</sup> Avenue	SW 232 <sup>nd</sup> Street	SW 184 <sup>th</sup> Street	3.24	6.48
SW 97 <sup>th</sup> Avenue	SW 232 <sup>nd</sup> Street	SW 184 <sup>th</sup> Street	2.02	4.04
Franjo Road	Old Cutler Road	SW 97 <sup>th</sup> Avenue	1.24	2.48
Marlin Road	Old Cutler Road	South Dade Transportation Corridor (Busway)	1.64	3.28
SW 184 <sup>th</sup> Street	US – 1	West line of Biscayne National Park	2.59 (paved) 0.23 (unpaved)	5.18 (paved) 0.46 (unpaved)
Caribbean Blvd.	South Dade Transportation Corridor (Busway)	SW 87 <sup>th</sup> Avenue	2.88	5.76
SW 211 <sup>th</sup> Street	SW 112 <sup>th</sup> Avenue	HEFT	0.55	1.10
SW 216 <sup>th</sup> Street	SW 103 <sup>rd</sup> Avenue	SW 87 <sup>th</sup> Avenue	1.67	3.34
SW 232 <sup>nd</sup> Street	SW 97 <sup>th</sup> Avenue	West line of Biscayne National Park	1.02 (paved) 1.10 (unpaved)	2.04 (paved) 2.20 (unpaved)
<b>Total for County Maintained Roadway</b>			20.12 (paved) 1.33 (unpaved)	40.24 (paved) 2.66 (unpaved)

<b>Biscayne Wetland Acquisition within the Town of Cutler Bay</b>				
SW 77 <sup>th</sup> Avenue	Lot 1 in the SW ¼ of Section 2-56-40 Tenalla Ocean Farms	SW 216 <sup>th</sup> Street	1/13 (unpaved)	2.26 (unpaved)
SW 78 <sup>th</sup> Court	SW 200 <sup>th</sup> Terrace – SW 204 <sup>th</sup> Street	SW 199 <sup>th</sup> Terrace – SW 197 <sup>th</sup> Terrace	0.32 (unpaved)	0.64 (unpaved)
SW 78 <sup>th</sup> Avenue	SW 196 <sup>th</sup> Street	SW 207 <sup>th</sup> Street	0.70 (unpaved)	1.40 (unpaved)
SW 224 <sup>th</sup> Street	SW 87 <sup>th</sup> Avenue	NW ¼ of Section 15-56-40	0.1 (paved) 0.18 (unpaved)	0.2 (paved) 0.36 (unpaved)
SW 216 <sup>th</sup> Street	SW 77 <sup>th</sup> Avenue	Lot 127 in the SW ¼ of Section 15-56-40 in Tenalla Ocean Farms	0.12 (unpaved)	0.24 (unpaved)
SW 212 <sup>th</sup> Street	SW 77 <sup>th</sup> Avenue	Lot 92 and 101 in the SW ¼ of Section 11-56-40 in Tenalla Ocean Farms	0.31 (unpaved)	0.62 (unpaved)
SW 208 <sup>th</sup> Street	Tract "F" of Saga Bay Townhomes First Addition	Biscayne National Park	0.67 (unpaved)	1.34 (unpaved)
SW 207 <sup>th</sup> Street	SW 80 <sup>th</sup> Court	SW 78 <sup>th</sup> Avenue	0.11 (unpaved)	0.22 (unpaved)
SW 204 <sup>th</sup> Terrace	SW 79 <sup>th</sup> Avenue	SW 78 <sup>th</sup> Avenue	0.08 (unpaved)	0.16 (unpaved)
SW 204 <sup>th</sup> Street	SW 79 <sup>th</sup> Avenue	SW 78 <sup>th</sup> Court	0.65 (unpaved)	1.30 (unpaved)
SW 204 <sup>th</sup> Street	SW 78 <sup>th</sup> Avenue	Biscayne National Park		
SW 200 <sup>th</sup> Terrace	SW 79 <sup>th</sup> Avenue	SW 78 <sup>th</sup> Court	0.05 (unpaved)	0.10 (unpaved)
SW 200 <sup>th</sup> Street	SW 78 <sup>th</sup> Place	Biscayne National Park	0.12 (unpaved)	0.24 (unpaved)
SW 199 <sup>th</sup> Terrace	SW 78 <sup>th</sup> Place	SW 78 <sup>th</sup> Court	0.04 (unpaved)	0.08 (unpaved)
<b>Total Biscayne Wetland Acquisition within the Town of Cutler Bay</b>			0.1 (paved) 4.48 (unpaved)	0.2 (paved) 8.96 (unpaved)

# Exhibit B

## Town of Cutler Bay Local Patrol Police Transitional Billing

Calculation of UMSA cost FY 2005-06

**UMSA Allocation** 313,042,000  
 LLEBG Reimbursement 0  
 Specz. Service Reimbursement 4,948,667  
 Overhead 2,389,535  
 Miami Lakes Mitigation 1,636,000  
 Cutler Ridge District Mitigation VPB 1,511,000  
 Doral Mitigation 7,817,000  
 Other Mitigation Payments 289,000

**Gross UMSA cost allocation** 330,170,645

Specialized Services 60,500,642

**Total Specialized** 60,500,642

UMSA Local Patrol District Allocation 139,617,623

UMSA Local Patrol Indirect 25,643,305

**Total Local Patrol** 165,260,928

**Total Indirect UMSA** 104,409,075

**Overhead Charge** 46.25%

104,409,075 / (165,260,928 + 60,500,642)

Transition billing

Population (2000 Census)	148,223	30,115	20.32%
Land Size in Sq Miles *	182.95	10.23	5.59%
Total Calls for Service	125,639	25,516	20.31%
Total Part I Crimes	10,738	2,279	21.22%
Total Part II Crimes	3,971	546	13.75%
Combined Percentage			16.24%

\* Patrolled area

Local Patrol District Budget \$20,227,500

Cutler Bay Budget \$3,284,598.44

Direct Patrol Overhead 18.37% \$603,275.99

Total District Cost \$3,887,874.43

Indirect Overhead \$1,798,044.60

**Total Cutler Bay Cost** \$5,082,643.03

**EXHIBIT C**

**MIAMI-DADE POLICE DEPARTMENT**  
**Proposed Incorporation area of Cutler Ridge**  
**SPECIALIZED POLICE COSTS**

County Wide Population: 2,379,818      Town of Cutler Bay: 30,691      Percentage: 1.29%

FY 2005/2006	Cutler Ridge				Department				Percent of City to Dept Workload	Pro-Rated Cost Workload	Availability	Cost		
	BUDGET	Workload 90%	Availability 10%	Average	2002	2003	2004	Average					2002	2003
Crime Scene Investigations Bureau	\$11,567,520	\$10,410,768.00	\$1,156,752.00	245	223	247	238	14,053	14,313	11,430	14,203	\$174,697.81	\$14,917.90	\$189,615.71
Criminal Intelligence Bureau	\$11,269,300	\$10,142,370.00	\$1,126,930.00	BASED ON POPULATION								\$130,799.70	\$14,533.30	\$145,333.00
Domestic Crimes Bureau	\$5,928,800	\$5,335,920.00	\$592,880.00	136	136	127	133	5,313	5,557	8,116	5,435	\$130,575.41	\$7,646.00	\$138,221.41
Economic Crimes Bureau	\$6,376,100	\$5,738,490.00	\$637,610.00	185	175	155	172	7,000	8,662	7,968	7,831	\$125,795.87	\$8,222.85	\$134,018.72
Environmental Crimes Unit	\$2,580,700	\$2,322,630.00	\$258,070.00	BASED ON POPULATION								\$29,953.48	\$3,328.16	\$33,281.65
Homicide Bureau	\$11,360,900	\$10,224,810.00	\$1,136,090.00	60	51	58	56	2,633	2,560	2,532	2,597	\$221,836.18	\$14,651.43	\$236,487.61
Narcotics Bureau	\$12,418,300	\$11,176,470.00	\$1,241,830.00	5	9	6	7	7,305	6,465	3,323	6,885	\$10,822.05	\$16,015.09	\$26,837.14
Property and Evidence Bureau	\$4,566,600	\$4,109,940.00	\$456,660.00	BASED ON POPULATION								\$53,003.28	\$5,889.25	\$58,892.54
Robbery Bureau	\$13,133,300	\$11,819,970.00	\$1,313,330.00	97	73	77	82	3,871	3,506	3,248	3,689	\$263,841.00	\$16,937.18	\$280,778.18
Sexual Crimes Bureau	\$7,252,700	\$6,527,430.00	\$725,270.00	38	23	26	29	2,418	2,410	1,585	2,414	\$78,415.69	\$9,353.36	\$87,769.03
Tactical Operations Section	\$8,071,400	\$7,284,260.00	\$807,140.00	BASED ON POPULATION								\$93,682.54	\$10,409.17	\$104,091.72
<b>\$94,525,620</b>												<b>\$1,313,423.01</b>	<b>\$121,903.68</b>	<b>\$1,435,326.70</b>

County Wide Populations Projections were based on the 2004 information provided by DP&Z...

Proposed City Populations were based on 2000 census information provided by DP&Z.

Subtotals (FY05/06)      Proposed Overhead      29.61%  
 Subtotal w/ Overhead      \$425,038.98  
 Credit      \$1,860,365.68  
 Total Cost      \$1,400,213.68

**NOTES: Information is based on budgetary allocations for the current fiscal year of 2005/2006 and should be updated upon the beginning of each fiscal year when available. Additionally the overhead calculation must be updated to correspond to the current appropriate fiscal year budget when available.**

Total County Wide	141,873,133
Total UMSA	330,170,645
Total Gross Police Budget	472,043,778
Total Specialized Services	94,525,620
Total UMSA Others	269,670,003
Total Indirect	107,848,155
Indirect Police Recovery Ratio	0.296126994

## EXHIBIT D

### TOWN OF CUTLER BAY SPECIAL TAXING DISTRICTS

#### STREET LIGHTING SPECIAL TAXING DISTRICTS

NO.	DISTRICT NAME
L-057	BEL AIR
L-061	CUTLER RIDGE
L-071	CUTLER RIDGE ADDITON NO. 1
L-237	CUTLER COUNTRY GROVES
L-287	CUTLER COUNTRY GROVES FIRST ADDITION
L-294	OLD CUTLER MEADOWS
L-300	MUNNE ROYAL HOMES
L-562	OLD CUTLER FOREST
L-716	PRECIOUS HOMES AT LAKES BY THE BAY
L-773	LAKES BY THE BAY SECTION FOURTEEN
L-828	ROSEWOOD HOMES
L-849	LAKES BY THE BAY SOUTH COMMONS
L-870	CUDIMAR AT BLACK POINT MARINA
L-874	SHOMA HOMES AT OLD CUTLER POINT
L-903	CUTLER LAKE HOMES PHASE ONE
L-904	LA COSTA AT OLD CUTLER SECTION ONE
L-928	PELICAN BAY AT OLD CUTLER LAKES
L-944	AMENDED SANTA BARBARA SUBDIVISION
L-952	JACQUELINE GARDENS
L-979	LA COSTA AT OLD CUTLER SECTION TWO
L-1010	SUPERIOR AT OLD CUTLER
L-1054	CUTLER BREEZE
L-1056	CUTLER BAY PALMS
L-1073	THE FOREST AT SAGA BAY *
L-1113	ALEXANDRIA ESTATES

\* SCHEDULED FOR CREATION PUBLIC HEARING

**MAINTENANCE  
SPECIAL TAXING DISTRICTS**

NO.	DISTRICT NAME
M-327	LAKES BY THE BAY SOUTH COMMONS
M-335	CUDIMAR AT BLACK POINT MARINA
M-338	RESIDENTS AT OLD CUTLER POINT
M-351	LA COSTA AT OLD CUTLER SECTION TWO
M-360	CUTLER LAKE HOMES PHASE ONE
M-364	PELICAN BAY AT OLD CUTLER LAKES
M-382	AMENDED SANTA BARBARA SUBDIVISION
M-454	CUTLER BREEZE
M-474	THE FOREST AT SAGA BAY *
M-486	ALEXANDRIA ESTATES

\* SCHEDULED FOR CREATION PUBLIC HEARING

**SECURITY GUARD  
SPECIAL TAXING DISTRICTS**

NO.	DISTRICT NAME
G-256	LAKES BY THE BAY SOUTH COMMONS *

\* SCHEDULED FOR CREATION PUBLIC HEARING

**RESOLUTION NO. 06-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE "INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY FOR LOCAL POLICE SERVICES"; AUTHORIZING THE MAYOR TO EXECUTE THE "INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY FOR LOCAL POLICE SERVICES"; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 8, 2005, a Charter for the Town of Cutler Bay (the "Town") was approved by the citizens of the Town, effective November 9, 2005; and

**WHEREAS**, on February 2, 2006, the Town Council was sworn into office; and

**WHEREAS**, on February 7, 2006, Miami-Dade County (the "County") and the Town entered into the First Interlocal Agreement to advance \$300,000 from the anticipated utility tax revenues collected by the County on behalf of the Town; and

**WHEREAS**, on May 9, 2006, the County and the Town entered into the Second Interlocal Agreement to advance \$600,000 from the anticipated utility tax revenues collected by the County on behalf of the Town; and

**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**, the Town is required pursuant to Section 9.4 of the Town Charter to utilize exclusively the Miami-Dade Police Department for a specific level of patrol staffing for an initial period of three years commencing with the execution of the instant interlocal agreement and the County's approval of the Town's incorporation was conditioned upon the Town's acceptance of such obligation; and

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

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

**WHEREAS**, the County 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 the County; and

**WHEREAS**, the parties desire to have a relationship based on principles of professionalism and cooperation in order to effectively serve the Town and its citizens; and

**WHEREAS**, the County and the Town's relationship shall be governed by the following principles:

1. County law enforcement employees shall be responsive to the citizens of the Town.
2. County law enforcement employees shall work cooperatively with Town organizations in a problem-solving mode to maintain the safety and welfare of Town residents and visitors.
3. The County shall provide at a reasonable cost, efficient, high-quality, appropriate law enforcement services supported by technology that furthers the goals and expectations of the Town and the County. New technology shall be implemented in a manner that follows the County's existing scheduled implementation plans, unless otherwise mutually agreed upon by the parties.
4. The County shall provide a high service level of police services within the Town's boundaries and the County desires to provide a high level of service.
5. The County shall provide to the Town for the term of the interlocal agreement, and any extensions of the term in accordance with the provisions of the agreement, competent professional police services within and throughout the corporate limits of the Town to the extent and in the manner agreed upon by the parties.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

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

**Section 2. Interlocal Agreement Approved.** The "Interlocal Agreement between Miami-Dade County and the Town of Cutler Bay for Local Police Services," in substantially the form attached hereto as Exhibit "A," is hereby approved.

**Section 2. Town Mayor Authorized.** The Town Mayor is authorized to execute the "Interlocal Agreement between Miami-Dade County and the Town of Cutler Bay for Local Police Services," in substantially the form attached hereto as Exhibit "A," on behalf of the Town.

**Section 3. Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_ day of June, 2006.

\_\_\_\_\_  
PAUL VROOMAN  
Mayor

Attest: \_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.A.  
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul Vrooman \_\_\_\_\_  
Vice Mayor Ed MacDougall \_\_\_\_\_  
Council Member Timothy J. Meerbott \_\_\_\_\_  
Council Member Ernest Sochin \_\_\_\_\_  
Council Member Peggy Bell \_\_\_\_\_

**INTERLOCAL AGREEMENT BETWEEN**  
**MIAMI-DADE COUNTY AND**  
**TOWN OF CUTLER BAY FOR**  
**LOCAL POLICE SERVICES**

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

**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**, the Town is required pursuant to Section 9.4 of the Town Charter and the master Interlocal agreement between the Town and MDC which agreement is incorporated herein by reference, to utilize exclusively the Miami-Dade Police Department for a specific level of patrol staffing for an initial period of three years commencing with the execution of intent interlocal agreement and the County's approval of the Town's incorporation was conditioned upon the Town's acceptance of such obligation, and

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

**WHEREAS**, MDC law enforcement personnel will be responsive to the residents, businesses and visitors of the Town, and it will work cooperatively with the Town to deter crime, solve crimes and address emerging trends; 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**, the parties' desire to have a relationship based on principles of professionalism and cooperation in order to effectively serve the Town and its citizens, and

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

---

Interlocal Agreement Draft/Police Services

June 9, 2006

Page 1 of 31

1. MDC law enforcement employees shall be responsive to the citizens of the Town.
2. MDC law enforcement employees shall work cooperatively with Town organizations in a problem-solving mode to maintain the safety and welfare of Town residents and visitors.
3. MDC shall provide at a reasonable cost, efficient, high-quality, appropriate law enforcement services supported by technology that furthers the goals and expectations of the Town and MDC. New technology shall be implemented in a manner that follows the County's existing scheduled implementation plans, unless otherwise mutually agreed upon by the parties.
4. MDC shall provide a high service level of police services within the Town's boundaries, as provided in this agreement, and MDC desires to provide a high level of service.
5. MDC shall provide to the Town for the term of this agreement, and any extensions of the term in accordance with the provisions of this agreement, competent professional police services within and throughout the corporate limits of the Town to the extent and in the manner agreed upon by the parties.

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

#### **ARTICLE I**

##### **PURPOSE AND INTENT**

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

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

#### **ARTICLE II**

##### **DEFINITIONS**

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

***Attrition Rate*** A percentage of unfilled budgeted positions.

---

Interlocal Agreement Draft/Police Services

June 9, 2006

Page 2 of 31

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

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

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

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

**Fringe Benefits** include FICA, MICA, Retirement and all associated insurance and longevity payments.

**Municipal Services Unit (MSU)** Provides assistance to municipal governments, other Miami-Dade County Departments and Departmental elements within MDPD to resolve issues, verify information and submit requests for information that are relevant to incorporation and annexation. Additionally, MSU shall be responsible for ensuring MDPD's compliance with contractual stipulations and shall act as a liaison between the Town and Departmental elements.

**Patrol Activities** means those diverse activities directed toward the attainment of the objectives of enforcing the law, preventing and deterring crime, arresting criminal offenders, maintaining public order, and providing service to the community. Such activities include, but are not limited to, directing and enforcing traffic laws, responding to emergency and non-emergency calls for service, conducting field interviews, arresting criminal offenders, issuing traffic citations and reporting quality of life issues.

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

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

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

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

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

**Town Commander** means a designated Police Captain or next lower ranked position, who at the Director's option, shall be authorized to direct the daily police operations in the Town, effectuating the Town's law enforcement priorities, managing the delivery of police services, and ensuring the policing needs of the Town are adequately met. The Town Commander shall liaison with the Town Manager and shall be responsive to the Town Manager in the same manner as would the Chief of a municipal police force.

**Town Officials** means the Council members, Town Manager, Town Attorney, and employees of the Town.

### ARTICLE III

#### LOCAL POLICE PATROL SERVICES

MDPD shall provide comprehensive local police patrol services, as set forth in this agreement in accordance with Florida Statutes and the Miami-Dade County Charter.

Without limiting the duty prescribed in the preceding paragraph, MDPD patrol personnel shall respond to, and render aid in, emergency, life-saving and in-progress violent crime incidents occurring inside the boundaries of the Town.

- 3.1 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 with the Town for particular investigations where and as needed. 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 units.
- 3.2 Patrol personnel will conduct watch orders upon formal request of a Town resident, property owner 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, business, or other location to include the perimeter area within a 24-hour period.

- 3.3 Patrol personnel will respond to all calls-for-service within the Town; such as, but not limited to, traffic crash, burglar alarm signals and calls of suspicious activity at locations in the Town.
- 3.4 At the request of the Town manager, the Town commander or designee shall be available to attend each regular and special Town council meeting.
- 3.5 Patrol personnel assigned to the Town shall make best efforts to maintain:
  - 3.5.1 An average emergency response time goal will be established on a yearly basis while maintaining safe operations for the term of this Agreement. The average emergency response time goal will be established on an annual basis.
  - 3.5.2. The average non-emergency response time goal should be thirty minutes or less.
  - 3.5.3. Follow-up investigations for the General Investigations Unit - The average response time for detectives to arrive at a crime scenes, as described in Exhibit G, shall not exceed one hour.
- 3.6 Patrol personnel may, if needed, respond to and/or render aid in, emergency, life-saving, and in-progress violent crime incidents occurring outside the boundaries of the Town. MDPD uniform patrol units, not part of the patrol personnel assigned to the Town, may, if needed, respond to and/or render aid in, emergency, life-saving, and in-progress violent crime incidents occurring inside the boundaries of the Town. In the event patrol personnel must respond to incidents occurring outside the boundaries of the Town, the Town commander or designee shall ensure sufficient personnel remain in the Town to continue routine and emergency patrol activities and shall advise the Town manager per protocols established by the Town Manager.
- 3.7 Patrol personnel shall remain within the Town's boundaries during their assigned shift unless dispatched outside the Town boundaries by the Town commander or his or her designee. A record of these authorized dispatches outside the Town's boundaries will be kept by the Town commander and may be reviewed at any time by Town officials.
- 3.8 MDC will provide dispatch response, manage the 911 system, and provide communications support to police personnel assigned to the Town consistent with what is provided to the County.

- 3.9 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 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.
- 3.10 MDPD shall continue to maintain a grid system that corresponds to the boundaries of the Town. Statistical data shall be compiled to accurately describe the incidence of reports and responses to criminal activity and other calls for service within each grid and to identify emerging trends in criminal activity. MDPD shall compile data, prepare and deliver monthly and quarterly reports to the Town manager. The reports shall describe the type and number of criminal incidents and other calls for service for each grid during the preceding period. The Town commander shall present an annual crime report to the Town Council. The Town commander or designee shall deliver other reports to the Town Council upon the request of the Town manager.
- 3.11 While in the performance of their duties, officers assigned to the Town shall report any quality of life issues that are observed. These include, but are not limited to, the reporting of pot holes, downed trees or debris on the road, flooding, suspected construction without permits, verification of garage sale permits, animals, non-working traffic signals and street lights, and any street signage that is down.
- 3.12 MDPD will enforce Town ordinances with criminal penalties, MDPD shall assist Town code enforcement with enforcement of Town civil ordinances as defined below and false alarm ordinances adopted by the Town. The Town shall provide the MDPD Police Legal Bureau with any draft ordinances that include an enforcement component subject to MDPD enforcement and MDPD shall advise the Town if MDPD can enforce the ordinance prior to the Town's adoption of the draft regulations. MDPD shall not be obligated to enforce ordinances that it advises are unconstitutional. Where the Town and MDPD disagree whether a proposed Town ordinance is constitutional, the Miami-Dade County Attorney's Office in its sole discretion shall make the final determination whether a proposed Town ordinance is constitutional. The Town understands that it must contract with the Office of State Attorney (SAO) for the prosecution of Town or MDC criminal ordinance violation cases. In



all instances where there is both a Town ordinance and a state statute for the same charge, the state statute will be charged. The Town agrees and understands that MDC is not responsible for any filing fees for Town or MDC criminal ordinance violations nor any costs encumbered by the SAO for prosecuting Town or MDC criminal ordinances. MDPD shall coordinate attendance of MDPD officers assigned to the Town to appear at Town Special Master hearings on any civil penalty violations or at county or circuit court on criminal violations. MDPD will assist the Town's code enforcement officers with enforcement of Town code violations, including utilizing appropriate state laws, accompanying a Town code enforcement officer on a call, writing reports of observations of violations of the Town's code and attendance at hearings.

#### **ARTICLE IV**

##### **OPTIONAL LAW ENFORCEMENT SERVICES**

- 4.1 Upon written request of the Town manager, MDC shall provide to the Town optional services as depicted in Exhibit D. Payments for these services are in addition to payment made pursuant to Article VII. The Town manager will direct the level and frequency of these optional services in consultation with the Town commander.
- 4.2 MDPD shall be the sole provider of optional services that require sworn personnel. The Town may elect to procure optional services that do not require sworn personnel from other providers.
- 4.3 In the event that the Town elects to independently procure such optional services, that do not require sworn personnel, the Town shall provide a written 45-day notification of cancellation to MDPD. Upon the date of cancellation of optional services, the Town shall incur all costs and liabilities associated with independently contracted services.
- 4.4 Upon execution of the Agreement, provided that the Town enacts a Municipal Alarm Ordinance, the Town shall be entitled to all fees and fines associated with the False Alarm Program. The Town shall be responsible for all maintenance and enforcement of such services. In the event, the Town elects MDPD to administer such services; the Town shall provide a 45-day written notification of this request. The Town shall pay an administrative fee that is mutually agreed upon by both parties.

## ARTICLE V

### SUPPORT & ANCILLARY SERVICES

Support services attributed to the establishment and performance of local patrol services will be provided to the Town. These services are identified and are included as an overhead cost as indicated in Exhibit E and may be recalculated on a yearly basis. The list of services under Exhibit E is subject to change and will be re-evaluated on a yearly basis.

Ancillary Services denoted in Exhibit F are currently provided to the Town without additional costs. As further areas in unincorporated MDC continue to incorporate, it may be necessary to re-evaluate these services and associated costs to the various incorporated areas.

## ARTICLE VI

### MAINTENANCE OF ABILITY

- 6.1 MDPD shall furnish to, and maintain for the benefit of the Town, 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 described in this Agreement and as necessary to maintain the service level specified in Article III.
- 6.2 MDPD shall provide adequate training for all personnel; including customer service training for police officers and minor crime scene processing as listed in Exhibit "G", Section A.
- 6.3 In all instances where special supplies, stationery, notices, forms, business cards, the Town seal and the like must be issued in the name of the Town, and the cost shall be incurred by the Town.
- 6.4 Knowledge of law enforcement related Town Codes and local ordinances is required.

## ARTICLE VII

### CONSIDERATION

For local police services:

---

Interlocal Agreement Draft/Police Services

June 9, 2006

Page 8 of 31

- 7.1 The Town will pay \$4,544,508 for local police services for the first year of this agreement as indicated in Exhibit I. The Town shall make payments to MDC in equal monthly payments of \$378,709. The payments by the Town shall be made to MDC no later than the 30th day of the following month without demand. The first payment from the Town to MDC for services rendered from the effective date of this agreement through \_\_\_\_\_, 2006 shall be due on \_\_\_\_\_, 2006.
- 7.2 The Town's payment for local police services shall be based on the staffing level in Exhibit B. The Town shall not pay for the cost of the Town Commander for the first year of this Agreement.
- 7.3 Within 30 days from the end of each fiscal quarter, 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 payment.
- 7.4 Payment by the Town for optional services will be based upon services rendered to the Town at the rates specified in Exhibit E. MDC will invoice the Town on a quarterly basis for optional services. Payments for optional services are due no later than the 15th 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 \_\_\_\_\_, 2006, shall be due on \_\_\_\_\_, 2006.
- 7.5 Payment for the services provided by MDC for subsequent years shall be based upon the level of staffing services requested by the Town utilizing the actual costs of personnel and equipment.
- 7.6 The County will retain all 911 fees generated within the Town to offset the costs of providing 911 services.
- 7.7 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.
- 7.8 The County agrees to cooperate with the Town in the preparation and submittal of any federal and state grant funding applications.

## ARTICLE VIII

### DISTRICT OFFICE

- 8.1 MDPD personnel assigned to the Town may continue to utilize the District Station located at 10800 SW 211 Street, Cutler Bay, Florida 33189.
- 8.2 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. MDPD shall provide the Town with a non-emergency phone line dedicated to the Town. MDC will work cooperatively with the Town to determine the best method and cost of implementing this provision.
- 8.3 The Town reserves the right, at its sole expense, to establish a police station and/or, satellite offices with appropriate equipment, subject to the approval of MDPD, and approval shall not be unreasonably withheld. The Town will comply with any law enforcement accreditation standards so that MDPD will be able to maintain its accredited status. Upon approval, MDPD shall relocate the Town of Cutler Bay personnel to this location. The Town shall be responsible for items such as space rental, furniture, fixtures, regular telephones, capital equipment and utilities. In the event the Town exercises this option, the overhead charges to the Town specified in Exhibit E for Facilities Maintenance Section shall be reduced accordingly. In the event the Town exercises its right to establish its own police station or satellites office(s), MDPD shall be responsible for installing and maintaining the following specialized police equipment: base station radio, bullet proof glass, external antennae and FCIC/NCIC software.

## ARTICLE IX

### COMMAND STAFF

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

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

- 9.1 The Town Manager shall be entitled to select the Town Commander. The Town Commander shall be selected from nominations provided by the Director or designee to the Town Manager. The nominees shall be of duly sworn and qualified MDPD Captains and may include the next lower ranked position if no acceptable candidates are available. Prior to selection, the Town Manager shall solicit input and concerns from the Director prior to the designation of the Town Commander. The Director or designee shall advise the Town Manager of any nominees who have elected to participate in the DROP program. In the event of a vacancy in the Town Commander position, the above selection process will be followed.
- 9.2 In the event the Town becomes dissatisfied with the performance of the Town Commander, specific concerns regarding performance should be discussed with the District Major to ascertain avenues of resolution and immediate remediation, if any.
- 9.3 In the event the Town becomes dissatisfied with the response of the District Major, specific concerns regarding Town Commander's performance should be discussed with the Director or his designee to ascertain avenues of resolution and immediate remediation, if any.
- 9.4 MDPD agrees to act expeditiously and in good faith in resolving any problems experienced by the Town and in replacing the Town Commander. If specific issues cannot be resolved, the Town Manager shall request removal of the Town Commander. The Director or designee shall honor the Town Manager's request and designate a new Town Commander through the selection process prescribed in Section 9.1 of this Agreement.
- 9.5 The Town Commander will be permanently located in the same facility as police personnel assigned to the Town. However, in the event that this location differs from the Town's governmental facility, the Town Commander will liaison daily with the Town Manager or his, or her, designee.
- 9.6 The Town and MDC 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 X**

**EMPLOYMENT RESPONSIBILITY**

- 10.1 All police officers and other persons employed by MDPD in the performance of local police services for the Town shall be and remain MDC employees.
- 10.2 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.
- 10.3 MDC and all of its personnel are, and shall be, in the performance of all work, services and activities under this agreement, an independent contractor and not an employee, agent or servant of the Town. Nothing in this agreement shall be construed to create an employment relationship between the Town and any MDC employees.
- 10.4 Pursuant to Article VII of this Agreement, the Town shall pay the actual cost associated with the local patrol services to include all direct salaries, all associated fringe benefit costs, overhead costs, and vehicle costs. Based upon payment of these costs from the Town, MDC shall be solely responsible for all employee insurance benefits, civil service benefits, compensation and/or any status of rights during the course of employment with MDC. Accordingly, the 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.

**ARTICLE XI**

**EMPLOYMENT; RIGHT OF CONTROL**

- 11.1 MDPD shall have and maintain the responsibility and control of the services rendered, standards of performance, discipline of personnel, all personnel-related matters and other matters incident to the performance of the services, duties and responsibilities, as described and contemplated in this Agreement.

- 11.2 The Town Commander, after consultation with the Town Manager, shall have the discretion to assign new personnel and to transfer or reassign any personnel assigned to the Town pursuant to departmental policies and collective bargaining Agreements. MDPD will not make arbitrary staff changes. Transfers may be made for promotional, career opportunity, at the request of the employee, or at the discretion of the Director of MDPD or designee.
- 11.3 Staffing levels are listed in Exhibit B of this Agreement, and may be modified by the Town Commander, with the approval of the Town Manager as needs arise. The level, degree, type of service and number of positions assigned to each service shall be determined by the Town Manager in consultation with MDPD. However, at no time shall the staffing level be less than the determined minimum number of requisite positions mutually agreed upon and reflected in Exhibit C. The Town Commander may utilize overtime to fill temporary vacancies, with the prior approval of the Town Manager, caused by, but not limited to, leave issues, temporary disability, relief of duty and Family Medical Leave Act. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsibility of the Town.
- 11.4 The Town Commander may maintain staffing levels by adjusting the schedules of personnel assigned to the Town.
- 11.5 Staff schedules may be adjusted temporarily upon the approval of the Town Commander to meet operational needs, not to exceed one pay period (2 weeks). Any permanent adjustment to staff schedules to include those which exceed one pay period will require the prior written approval of both the Town Manager and the Town Commander or designee. Pursuant to the MDC collective bargaining agreements, the final decision of any unresolved issues regarding this matter will be left at the discretion of the Director of MDPD.
- 11.6 In the event the Town Manager becomes dissatisfied with the performance of any personnel assigned to the Town, the Town Manager shall discuss the concerns with the Town Commander. Upon the request of the Town Manager, the Town Commander may transfer or reassign personnel out of the Town with the concurrence of the Director of MDPD or designee.
- 11.7 The Town Commander shall provide the Town Manager with a prompt written notice of any transfer, change in status or reassignment of Town police personnel initiated by MDPD.

- 11.8 The 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.
- 11.9 In the event a vacancy occurs, the position assigned to the Town shall be filled in accordance with departmental policies. The Department shall use it's best efforts to fill the vacancy immediately, however, such a vacancy in the Town shall not exceed 120 days. In the event the number of vacancies exceeds the agreed upon attrition rate of one position, then all vacancies above the attrition rate shall be filled immediately.
- 11.10 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.
- 11.11 Nothing in this Agreement is intended to usurp the authority of MDPD policies and procedures and the MDC collective bargaining agreements. The Town 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.

## **ARTICLE XII**

### **EMPLOYMENT; AUTHORITY TO ACT**

- 12.1 Each sworn officer of MDPD who, from time-to-time, may be assigned to the Town, to the extent allowed by law, shall be, and hereby is, vested with the police powers of the Town that are necessary to provide the police services under this Agreement. This vesting of powers is made for the sole and limited purpose of giving official and lawful status to the performance of law enforcement services provided by sworn officers.
- 12.2 Every sworn officer of MDPD assigned to the Town shall be deemed to be a sworn officer of the Town while performing the services, duties and responsibilities that constitute municipal functions and are within the scope of this Agreement.
- 12.3 Sworn officers of MDPD shall be, and hereby are, vested with the additional power to enforce the criminal ordinances of the Town, to make arrests incident to the enforcement of MDC and Town criminal

---

Interlocal Agreement Draft/Police Services

June 9, 2006

Page 14 of 31



ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers.

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

### ARTICLE XIII

#### **OVERTIME DETAILS AND SPECIAL ASSIGNMENTS**

- 13.1 The Town Manager may request additional police personnel assigned to patrol within the Town in order to provide additional police security activities for special initiatives, Town sponsored activities and events. The additional police security activities may be provided on an overtime basis and shall be paid for based upon the actual personnel costs, to include overtime and applicable fringe benefit rates, pursuant to applicable collective bargaining Agreements.
- 13.2 The Town Manager will make every effort to notify the Town Commander, in writing, at least 14 days, or as soon as practical, prior to a Town event to request police personnel.
- 13.3 The Town Commander, within the constraints of the collective bargaining Agreements and with the approval of the Town Manager, should have maximum flexibility to modify staff assignments, develop special assignments for staff and coordinate staff participation in special task forces and groups (i.e., Honor Guard, September 11<sup>th</sup> Disaster Response and Operation Blue Lightning).
- 13.4 The Town has the option to enhance its existing overtime budget to be utilized for Enhanced Enforcement Initiatives (EEI). Prior to commencement of an EEI, written authorization by the Town Manager shall be required.
- 13.5 The Town Commander will work collectively with the Town Manager to ensure that overtime funding is properly expended. The Town Commander shall provide quarterly overtime reports, to include EEI expense reports, to the Town Manager. Additionally the Town Commander shall advise the Town Manager immediately of any overages of overtime usage.

## **ARTICLE XIV**

### **OFF-DUTY REGULAR DETAILS**

- 14.1 Private companies, associations and citizens may request that additional police services are provided on an off-regular-duty basis pursuant to the Miami-Dade County Administrative Order 7-15, Rates for Special Off-Duty Services, as it is revised from time-to-time.
- 14.2 Off-regular duty details within the Town's boundaries will be first offered to MDPD personnel assigned to the Town.
- 14.3 Off-regular-duty activities will be governed in accordance with MDPD policies and procedures and as such, are on a voluntary basis and subject to officer availability.

## **ARTICLE XV**

### **SPECIAL EQUIPMENT PROVISION**

- 15.1 Each patrol unit may prominently display on the vehicle exterior at a location to be designated by MDPD, and agreed upon by the Town manager, the legend "Town of Cutler Bay" and the Town seal in accordance with the vehicle markings depicted in Exhibit H. A substantial change to the design and, or, graphics of MDPD marked patrol unit shall require the approval of both the Director and the Town manager.
- 15.2 Vehicles utilized by units assigned to the Town shall be provided, maintained, and purchased solely by MDPD.
- 15.3 Each uniform may have, as a minimum, a unique and distinctive police uniform patch utilized as the Town of Cutler Bay identifier for MDPD personnel assigned to the Town and shall be placed on left sleeve of the police uniform. The distinct police uniform patch must be consistent in size, design and format with MDPD police uniforms, and subject to MDPD review.
- 15.4 Each uniform may have a unique and distinctive pin made part of the officer's nameplate, or placed below the officer's nameplate, and utilized as the Town of Cutler Bay 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.

- 15.5 The costs for the design and acquisition of the items mentioned in this article shall be incurred by the Town.
- 15.6 Any changes to the uniform or uniform accessories not previously mentioned in this article shall require the approval of the MDPD Appearance Standards Committee (APC). The APC reviews and processes recommendations concerning modifications to departmental uniform standards. A request to convene the committee shall be submitted by the Town Commander. The committee shall include a representative from the Town's policing unit.
- 15.7 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. Should the Town elect to purchase its own equipment, the cost associated with maintenance and repairs will be incurred solely by the Town. Any agreements for sale of the property to MDPD will be approved pursuant to the Town's policies and procedures.

## ARTICLE XVI

### REPORTING

Statistical data shall be compiled to accurately describe the incidence of reports and responses to, criminal activity and other calls for service within each grid and to identify emerging trends in criminal activity. MDPD shall compile data, prepare and deliver monthly and quarterly reports to the Town Manager. The reports shall describe the type and number of criminal incidents and other calls for service for each grid during the preceding period. Such reports shall be released as prescribed through departmental policy. All costs associated with printed reports that require special preparation (e.g., glossy paper, colored paper, special binders other than staples, photographs and unusual graphics) or are not normally prepared by MDPD, shall be incurred solely by the Town.

Upon request, MDPD will provide the following reporting services to the Town:

#### 16.1 **Annual Reports.**

- a. **Crime Report.** On an annual basis, the Town Commander shall present an Annual Crime Report to the Town Council.
- b. **Fiscal Report.** MDPD shall submit an annual report detailing the Town's budgetary police expenditures and reconciliation of funds. MDC shall deliver any audit reports on police expenditures relating to the Town's local patrol services to

the Town Manager within 20 days of the preparation of the report by a County auditor or delivery of the report to the County by an outside auditor.

- c. **Annual Management Report.** A comprehensive police report specifically for the Town that provides an overview of significant accomplishments, goals, and objectives.
- 16.2 **Burglar Alarm Information.** The MDPD shall forward to the Town, on a weekly basis, copies of all "False Alarm Reports," including the suite numbers for condominium buildings, along with an "Alarm Transmittal Memorandum" and on a monthly basis, an electronic file reflecting the complete data in a format acceptable to the Town.
- 16.3 **Dispatches Outside of Town Boundaries.** A record of these authorized dispatches outside the Town's boundaries will be kept by the Town Commander and reviewed daily with the Town Manager.
- 16.4 **Electronic Data.** The MDPD shall forward to the Town, on a monthly basis, all incidents that occurred within the Town's boundaries in an electronic format acceptable to the Town.
- 16.5 **Forfeiture Reports.** MDPD shall submit a biannual report detailing forfeiture activity involving law enforcement personnel assigned to the Town for the period and the year. The report shall include a description and estimate of value of properties seized and whether or not disposition has been adjudicated.
- 16.6 **Maintenance of Criminal Records.** MDPD Central Records Bureau is the central repository for all departmental records and ensures compliance with Florida Public Records Law, Chapter 119, Florida Statutes. MDPD will continue to maintain Offense/Incident Reports, Supplemental Reports, Arrest Affidavits relating to the Town, and report uniform crime statistics to the Florida Department of Law Enforcement on behalf of the Town.
- 16.7 **Miscellaneous Crime Trend Reports.** The Town Commander, or designee, shall deliver such reports regarding crime trends that occur within the Town's boundaries to the Town Council upon the request of the Town Manager.
- 16.8 **Notification of Significant Situations.** The Town Commander, or designee, will notify the Town Manager, or his or her designee, and appropriate MDPD chain-of-command personnel, in the event of a significant criminal occurrence or emergency situation within the Town.

The Town Commander and Town Manager shall designate what they consider "significant" by a memorandum, signed by each.

- 16.9 **Routine Reports.** 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 *ad hoc* reports when requested by the Town Manager.
- 16.10 **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.
- 16.11 **Vacancy Reports.** MDPD shall submit a monthly report detailing the number of vacant positions to the Town Manager by the 15<sup>th</sup> day of the month immediately following the month in which the vacancy occurred. The report shall state whether the MDPD complied with the minimum number of requisite police patrol staffing levels was met for the reporting period.

## ARTICLE XVII

### TOWING

- 17.1 MDPD will continue to utilize the existing MDC contract for towing services related to police enforcement.
- 17.2 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.
- 17.3 The Town may issue a separate towing contract for activities unrelated to MDPD police services.

## ARTICLE XVIII

### FORFEITURES

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

- 18.2 The Town will be solely responsible for the administration, control, financial management, and compliance requirements of all Federal and State forfeiture funds awarded to the Town.
- 18.3 The MDPD Legal Bureau will be solely responsible, pursuant to established departmental policies and procedures, for all other matters concerning State and Federal forfeitures involving MDPD personnel assigned to the Town.
- 18.4 The Town's share of any forfeited property will be based solely upon the ratio that the participation of the law enforcement personnel assigned to the Town bears to the participation of all law enforcement agencies participating in the seizure of the property in accordance with State and Federal law.

## **ARTICLE XIX**

### **CLAIMS**

- 19.1 MDC is a political subdivision of the State of Florida and has elected to provide a program to administer and resolve claims that would generally be covered by a contractual insurance carrier, subject to the provisions of Section 768.28, Florida Statutes.
- 19.2 During the term of this agreement, MDC shall process any and all claims by any parties related to MDC's performance of services specified in this agreement, subject to the limitations of Section 768.28, Florida Statutes.

## **ARTICLE XX**

### **INDEMNIFICATION**

- 20.1 To the extent permitted by law, and as limited by Section 768.28, Florida Statutes, the Town shall defend, indemnify and hold harmless MDC and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which MDC or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the Town, its employees, officers and agents. MDC shall promptly notify the Town of each 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.
- 20.2 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, MDC shall defend, 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 tortious performance of services provided pursuant to this Contract by MDC, its employees, officers, and agents. The Town shall promptly notify MDC of each claim, cooperate with MDC in the defense and resolution of each claim, and not defend, resolve, settle or otherwise dispose of the claim, demand, suit, or cause of action without MDC's participation; provided, however, that where the County defends the Town pursuant to this paragraph, the County, in its sole discretion, may utilize the County Attorney's Office to defend, resolve, settle or dispose of such matter. Notwithstanding any provision herein to the contrary, MDC shall not be required to defend, indemnify or hold the Town harmless for liability, losses or damages resulting from services performed by the County under this contract, which the County was directed to perform by the Town or its officers, employees, or agents.

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

## **ARTICLE XXI**

### **EVENT OF DEFAULT**

- 21.1 An event of default shall mean a material breach of this Agreement by Miami-Dade County as follows:
- 21.1.1 MDPD repeatedly disregards local patrol police priorities established by the Town manager which the MDPD is required to observe by this Agreement and which have been communicated in writing to MDPD.
  - 21.1.2 MDPD does not maintain sufficient personnel in the Town to handle routine and emergency patrol activities as required by Exhibit B.
  - 21.1.3 MDPD continuously dispatches the Town of Cutler Bay officers to respond to routine calls outside of the municipality's boundaries.

21.1.4 MDPD consistently fails to meet the levels of service outlined in Section 3.5.

21.2 An event of default shall mean a material breach of this agreement by the Town as follows:

21.2.1 Failure of the Town to provide payment as stipulated.

21.2.2 Failure of the Town to fund the minimum staffing level as indicated in Exhibit C necessary to provide adequate local police services and safety to police personnel.

21.2.3 Failure of the Town to establish specific, written and attainable local priorities for local police activities.

## **ARTICLE XXII**

### **MOBILIZATION AND MUTUAL AID**

On occasion, MDPD has an obligation to mobilize personnel during time of emergencies or during pre-planned events in which the safety of the public is paramount. During these occasions, the Director of MDPD, or his designee, has the final control and the authority to draw personnel from within all areas of assignment in order to address the immediate need. Mobilizations and mutual aid shall be governed in accordance with departmental policy, applicable agreements, and Federal, State, and local laws. The following are, but not limited to, examples in which a mobilization may be invoked or personnel may be mobilized:

22.1 Mutual Aid: An incident or event in which one or more jurisdictions send personnel to assist another jurisdiction during time of emergency or by request. During these incidents, the cost associated with the aid is assumed by each of the parties and there is no additional cost, other than entities own personnel, incurred by the parties. Under the Mutual Aid Agreement, these situations are usually short-term and brief in nature. For the purposes of Mutual Aid, Town personnel are considered to be separate from MDPD and not subject to Mutual Aid requests from agencies outside Miami-Dade County.

22.2 Preplanned Event: When a mobilization is necessary for large-scale events outside the Town's jurisdiction, such as FTAA, Presidential Debate or an Elections security detail, the Town is under no obligation to mobilize their personnel. With the approval of the Town Manager, personnel assigned to the Town may be utilized for out-of-town events, provided that MDPD agrees to reimburse the Town for all costs associated with the use of their personnel. Should an event impact the



Town; personnel assigned to the Town shall be utilized in consultation with the Town Manager.

- 22.3 Countywide Event or Incident: This type of mobilization may be implemented for hurricanes or other weather events or incidents such as wide area power outages. If the situation is severe or dangerous such as a hurricane warning, the Department may mandate that the Town mobilize their personnel to address the situation. Once a mobilization has been ordered by the Director of MDPD or a mobilization is imminent, the Town Commander shall immediately advise the Town Manager of all mobilization plans. During the mobilization, the Town Commander shall continually apprise the Town Manager and District Major of all issues, concerns and situations that may impact the Town.

Once the event has passed or no longer affects the Town, a decision to demobilize must be considered. The Town Commander will confer with the Town Manager to determine the feasibility of remaining mobilized. This decision must be based on all factors that impact public safety within the Town, as well as surrounding or adjacent areas. After evaluating all available information, the Town Commander will then confer with his chain of command. The Town Commander, in conjunction with the Town Manager, will then make a decision whether to remain mobilized, demobilize, or institute modified staffing. As this is a joint decision, the Town Commander and the Town Manager must be mindful that a decision to demobilize prematurely may leave the Town vulnerable. Additionally, the Town shall be liable for any adverse incidents that occur in their jurisdiction as a result of the Town electing to demobilize prior to a demobilization order of personnel by the Director of MDPD.

- 22.4 MDPD shall assist the Town with endeavors to collect reimbursement which may be available through FEMA or other government reimbursement programs in accordance with state and federal law.

### **ARTICLE XXIII**

#### **TERMINATION AND REMEDIES**

- 23.1 The Town or MDC may terminate this agreement only for an event of default, unless the default is cured as provided in this article.
- 23.2 If an event of default occurs, in the determination of the Town, the Town shall notify MDC, specify the basis for the default and advise MDC that all reasonable actions towards curing the default be taken to the Town's reasonable satisfaction within a 30-day period. This 30-day time period

---

Interlocal Agreement Draft/Police Services

June 9, 2006

Page 23 of 31

has no effect on 11.9 in the replacement of a vacancy within the 120-day period. The Town may grant additional time to cure the default, as the Town may deem appropriate, without waiver of any of the Town's rights, so long as MDC has commenced curing the default and is effectuating a cure with diligence and continuity during the 30-day period, or any longer period which the Town prescribes.

- 23.3 If an event of default occurs, in the determination of MDC, MDC may notify the Town, specify the basis for the default and advise the Town that the default must be cured to MDC's reasonable satisfaction within a 30-day period. MDC may grant additional time to cure the default, as MDC may deem appropriate, without waiver of any of MDC's rights, so long as the Town has taken all reasonable actions toward curing the default during the 30-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 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 declaratory judgment, 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. The parties shall submit to the dispute resolution procedures of Chapter 164, Florida Statutes, prior to the filing of any legal proceeding.

## **ARTICLE XXIV**

### **FEE SERVICES**

Upon execution of this agreement, MDPD personnel assigned to the Town may provide certain services according to the fee schedule described in County Administrative Order 4-33, Fee Schedule for Miami-Dade Police Department, as it may be revised from time to time. Fees collected will be refunded to the Town on a quarterly basis. The Town may charge additional fees for any particular service, over and above those provided in County Administrative Order 4-33, if such additional fees are not contrary to law. Additional fees charged by the Town will be clearly identified as additional fees, over and above MDPD fees, in any forms and receipts for any service provided.

**ARTICLE XXV**

**OPTION TO RENEW**

- 25.1 The parties shall meet no later than -----, to negotiate the terms and conditions of any extension (the "Renewal Term") to the Initial Term listed in Article XXVI and shall conclude such negotiations no later than -----in order for both parties to anticipate budgetary considerations for fiscal year range. The Renewal Term may be for a period of up to five years.
- 25.2 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 XXVI.

**ARTICLE XXVI**

**TERM**

This agreement shall be effective on -----and shall expire at midnight on -----unless terminated earlier as specified in Article XXII.

**ARTICLE XXVII**

**TRANSITION**

- 27.1 In the event of the termination for default or expiration of this agreement, 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 transition period the same high quality of police protection prescribed by this agreement for the residents, businesses and visitors of the Town.
- 27.2 Upon the expiration of this agreement relating to local police and related support services, as required by Article IX, Section 9.4 of the Town Charter, the transition period shall be no less than 12 months.
- 27.3 Upon completion of the transition period and in the further event that the Town is unable to provide the same level of local police protection through its own police force at the time of the termination or expiration, the term of this agreement shall be extended upon the written request of the Town manager in 90 day increments or until the Town is capable of rendering the police service.

- 27.4 The compensation to be paid to MDC during the phase-out period shall be a pro-rated at the time of termination or expiration, and shall be in an amount agreed to by the parties.

#### **ARTICLE XXVIII**

##### **INDEPENDENT CONTRACTORS**

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

#### **ARTICLE XXIX**

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

- 29.1 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 the records shall be retained by MDC for a minimum of three years from the date of termination or expiration of this agreement. MDC shall maintain accounting records on expenditures under this agreement in accordance with generally accepted accounting standards, generally accepted government accounting standards, and other applicable standards.
- 29.2 The Town manager, or his or her designee, may inspect and audit the records upon reasonable notice to MDC. Reasonable notice should include a written request no less than seven working days prior to the intended site visit and the identification of the specific records to be inspected.
- 29.3 MDC shall provide access to the Town manager or his, or her, designee to the records during regular business hours. MDC agrees to provide the assistance, as may be necessary, to facilitate the inspection or audit by the Town to insure compliance with applicable accounting and financial standards.
- 29.4 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 costs of the services, or the Town finds a discrepancy in the amounts provided in the reconciliation by MDC, then MDC shall, within 30 days of receipt of written notification from the Town manager, either credit or debit the Town the amount of the discrepancy or refund the amount. If MDC

disagrees with the Town's audit, MDC shall notify the Town manager within 15 days of the receipt of the audit findings requesting an independent audit. The Town manager and the county manager shall mutually agree to the selection of an independent auditor to review the audit and resolve the discrepancies. The auditor's fee will be paid by both parties equally.

#### **ARTICLE XXX**

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

- 30.1 The county manager, by execution of this agreement, represents to the Town that he has full power and authority to make and execute this agreement pursuant to the resolution of the county commission.
- 30.2 The Town mayor, by the execution of this agreement, represents to the MDC that the manager has full power and authority to make and execute this agreement pursuant to the resolution of the Town council.

#### **ARTICLE XXXI**

##### **AMENDMENTS**

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

#### **ARTICLE XXXII**

##### **NOTICE**

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

and Interim Town Manager

---

Interlocal Agreement Draft/Police Services

June 9, 2006

Page 27 of 31

Steve Alexander  
Town of Cutler Bay  
10720 Caribbean Blvd.  
Cutler Bay, Florida 33178

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 XXXIII**

##### **NON-ASSIGNABILITY**

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

#### **ARTICLE XXXIV**

##### **ENTIRE AGREEMENT**

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

---

Interlocal Agreement Draft/Police Services

June 9, 2006

Page 28 of 31

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

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

**ARTICLE XXXV**

**BINDING EFFECT**

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

(Signature Page Follows)

ATTEST:

TOWN OF CUTLER BAY,  
a municipal corporation

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

\_\_\_\_\_

Erika Gonzalez-Santamaria  
Town Clerk

Paul Vrooman  
Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.A.,  
Town Attorney

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

\_\_\_\_\_  
George M. Burgess  
County Manager



ATTEST:

HARVEY RUVIN, CLERK

By \_\_\_\_\_

Deputy Clerk

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY:

By \_\_\_\_\_

County Attorney

\\Documents and Settings\CL\ERBA\My Documents\County Interlocal Agreements\Cliff Bay Local Patrol Contract DRAFT 060606 CL.doc

**Formatted:** Font: (Default) Arial, 4 pt, Condensed by 0.15 pt

**Formatted:** Font: 4 pt

---

Interlocal Agreement Draft/Police Services

June 9, 2006

Page 31 of 31

RESOLUTION NO. 06-\_\_\_\_

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE "AGREEMENT BY AND BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY FOR SPECIALIZED POLICE SERVICES"; AUTHORIZING THE MAYOR TO EXECUTE THE "AGREEMENT BY AND BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY FOR SPECIALIZED POLICE SERVICES"; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Cutler Bay (the "Town") wishes to maintain a high level of competent specialized police services; and

WHEREAS, the Town and Miami-Dade County (the "County") have negotiated and reached an agreement for the provision of specialized police services.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

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

**Section 2. Interlocal Agreement Approved.** The "Agreement by and between Miami-Dade County and the Town of Cutler Bay for Specialized Police Services," in substantially the form attached hereto as Exhibit "A," is hereby approved.

**Section 2. Town Mayor Authorized.** The Town Mayor is authorized to execute the "Agreement by and between Miami-Dade County and the Town of Cutler Bay for Specialized Police Services," in substantially the form attached hereto as Exhibit "A," on behalf of the Town.

**Section 3. Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_ day of June, 2006.

\_\_\_\_\_  
PAUL VROOMAN  
Mayor

Attest: \_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

---

WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.A.  
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul Vrooman	_____
Vice Mayor Ed MacDougall	_____
Council Member Timothy J. Meerbott	_____
Council Member Ernest Sochin	_____
Council Member Peggy Bell	_____

**AGREEMENT BY AND BETWEEN**  
**MIAMI-DADE COUNTY, FLORIDA**  
**AND**  
**THE TOWN OF CUTLER BAY**  
**FOR SPECIALIZED POLICE SERVICES**

**THIS AGREEMENT**, by and between the Town of Cutler Bay, 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 Miami-Dade County Code Section 20-26, Town Charter, and the master interlocal agreement between the Town and MDC which agreement is incorporated by reference, 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 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, economic crimes, homicide, robbery, sexual crimes, environmental crimes, domestic crimes, crime scene , and strategic and specialized investigations; property and evidence; and tactical operations activities.

**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 **Crime Scene Investigations Bureau** provides for the detection, collection, and preservation of physical evidence at crime scenes including examining,

Interlocal Agreement /Specialized Police Services

classifying, identifying fingerprints, and providing related photographic and photo finishing services.

- 2.2 **Strategic and Specialized Investigations Bureau ( formerly 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.
- 2.3 **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.
- 2.4 **Economic Crimes Bureau** conducts centralized arson, auto theft, fraud, forgery, and embezzlement investigations.
- 2.5 **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.
- 2.6 **Homicide Bureau** investigates all death cases including natural, accidental, suicide, traffic fatalities, and incidents involving police shootings or injury resulting from police action.
- 2.7 **Narcotics Bureau** conducts centralized investigations of illicit narcotics, controlled substances and kidnapping.
- 2.8 **Property and Evidence Bureau** is responsible for storing and disposing of found, recovered, or evidentiary property as well as maintaining correct evidence handling procedures.
- 2.9 **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.

- 2.10 **Sexual Crimes Bureau** provides centralized sexual crimes investigative services including sexual battery upon juveniles and sexual assaults on children younger than 16 years of age.
- 2.11 **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 A and will be recalculated on a yearly basis utilizing the same methodology. Support services shall include but not be limited to:

- 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 **Budget and Incorporation Section** handles development, preparation, and monitoring of the Municipal budgets related to police services, as well as the preparation of billings and reconciliations.
- 3.8 **Municipal Services Unit (MSU)** provides comprehensive and quality assistance to municipal governments, other Miami-Dade County Departments and departmental elements within MDPD to resolve issues, verify information and submit requests for information that are relevant to incorporation and annexation. Additionally, MSU shall be responsible for ensuring MDPD's compliance with contractual stipulations and shall act as a liaison between the Town and departmental elements.

MDPD provides a variety of ancillary services necessary for a large metropolitan law enforcement agency. These services, denoted in Exhibit B and provided by departmental elements not listed above, will be provided to the Town of Cutler Bay without additional costs. As further areas in unincorporated MDC continue to incorporate, it will be necessary to reevaluate the distribution of costs for 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 2005-06 will be \$1,120,562.78. This payment is based on the total cost of services provided to the Town (\$1,580,725.29), as prescribed in Sections 4.2.1, 4.2.2 and 4.2.3, minus the credit for Countywide ad valorem taxes paid by The Town residents (\$460,162.51), as prescribed in Section 4.3. This payment will be prorated to the date that this contract was adopted.
- 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

Interlocal Agreement /Specialized Police Services

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. The Town represented approximately .91% of the total County population in 2000. The resulting numbers will be added and then multiplied by the Overhead Rate, as delineated in Exhibit A to determine the gross cost of the service. These calculations are presented in Exhibit C.

4.2.4 The percentage of Town to department workload will be calculated depending on the workload of the specialized service units within the Town geographical boundaries with the exception of Criminal Intelligence Bureau, Environmental Crimes Unit, Property and Evidence Bureau and Tactical Operations Section that will be based on the Town's population percentage to the county's population, as documented by the Miami-Dade Planning Department. The Town represented approximately .91% of the total County population in 2000.

- 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 D.
- 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 shall have title to, and the power to dispose of, fines, forfeitures and unclaimed property.
- 5.2 The Town will be solely responsible for the administration, control, financial management and compliance requirements of all federal and state forfeiture funds that are awarded to the Town.
- 5.3 The MDPD Police Legal Bureau will be solely responsible, pursuant to established departmental policies and procedures, for all other matters concerning state and federal forfeitures involving MDPD personnel assigned to the Town.
- 5.4 The Town's share of fines and forfeited property will be based upon the ratio that the participation of the law enforcement personnel assigned to the Town bears to the participation of all law enforcement agencies participating in the seizure of the property in accordance with state and federal law.

**ARTICLE VI**  
**INDEMNIFICATION**

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

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, MDC shall defend, 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 tortious performance of services provided pursuant to this Contract by MDC, its employees, officers, and agents. The Town shall promptly notify MDC of each claim, cooperate with MDC in the defense and resolution of each claim, and not defend, resolve, settle or otherwise dispose of the claim,

demand, suit, or cause of action without MDC's participation; provided, however, that where the County defends the Town pursuant to this paragraph, the County, in its sole discretion, may utilize the County Attorney's Office to defend, resolve, settle or dispose of such matter. Notwithstanding any provision herein to the contrary, MDC shall not be required to defend, indemnify or hold the Town harmless for liability, losses or damages resulting from services performed by the County under this contract, which the County was directed to perform by the Town or its officers, employees, or agents.

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

## ARTICLE 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 the execution of this agreement for three years (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 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 in writing ("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 in writing ("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.

- 10.3 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.
- 10.4 The parties reserve all available remedies afforded by law to enforce any term or condition of this agreement. The parties shall submit to the dispute resolution procedures of Chapter 164, Florida Statutes, prior to the filing of any legal proceeding.

#### **ARTICLE XI** **EVENTS OF DEFAULT**

An event of default shall mean a breach of this Agreement by Miami-Dade County as follows:

11.1 MDPD repeatedly disregards the specialized police service needs of the Town as established by the Town manager, which MDPD is required to observe by this contract and which have been communicated in writing to MDPD.

An event of default shall mean a breach of this Agreement by the Town of Cutler Bay. An event of default, shall include the following:

11.2 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 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 Cutler Bay, pursuant to the Resolution of the Town of Cutler Bay 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:: Interim Town Manager  
Steve Alexander  
Town of Cutler Bay  
10720 Caribbean Blvd, Suite 105  
Cutler Bay, FL 33189

and Town Attorney  
Weiss, Serota, Helfman, Pastoriza, Cole & Boniske, P.A.  
2665 South Bayshore, Suite 420  
Miami, Florida 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 ensure to the benefit of and be binding upon the respective parties' successors.

(Signature Page Follows)

ATTEST:

TOWN OF CUTLER BAY,  
a municipal corporation

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

Erika Gonzalez-Santamaria  
Town Clerk

\_\_\_\_\_

Paul Vrooman  
Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

Weiss, Serota, Helfman, Pastoriza, Cole & Boniske, P.A.  
Town Attorney

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

By its Board of County  
Commissioners:

\_\_\_\_\_

George M. Burgess  
County Manager



ATTEST:

HARVEY RUVIN, CLERK

By \_\_\_\_\_

Deputy Clerk

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY:

By \_\_\_\_\_

County Attorney

C:\Documents and Settings\CUTLERBAY\My Documents\County Interlocal Agreements\Cutler Bay - Specialized Police Interlocal Council Version 060606a (2).doc