



## Executive Summary:

### Interlocal Agreement Local Police Services 2019-2024 Fiscal Year

Article	Section	Proposed Amendment
III – Local Police Patrol Services	3.2	Patrol personnel will conduct watch orders upon formal request of a Town resident, property owner or business owner in the Town. A written Watch Order will constitute a minimum of <del>one (1)</del> <u>two (2)</u> visual and physical <del>check</del> <u>checks</u> by a uniformed patrol unit of a residence, business, or other location to include the perimeter area within a 24-hour period. <u>The physical check will be documented on the Daily Activity Worksheet as to the time and location.</u>
III – Local Police Patrol Services	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. <u>The Town Manager shall have the ability to modify the police response protocols for non-emergency calls for service. The Town understands that when all calls for service within the Town are dispatched and responded to by Town patrol units, the average response time may increase. The Town understands that if response times increase beyond the standards as specified in this Agreement, as a direct result of a change in protocols above, it will be the Town's responsibility to fund increased staffing levels to maintain response time goals.</u>
III – Local Police Patrol Services	3.5	<del>At</del> <u>The MDPD will strive for an annual average emergency call dispatch time of no more than ninety (90) seconds. The emergency response time goal shall be evaluated and established on an annual basis. Patrol personnel assigned to for a patrol unit begins when the Town shall make every effort to maintain dispatch is received and ends when the unit takes an average response arrival on the air. The patrol unit's travel time of eight (8) goal should be five (5) minutes or less, while. While maintaining safe operations, the combined average emergency response time of six (6) minutes and thirty (30) seconds or less shall be the response goal for the term of this Agreement. In no instance shall the average emergency response time exceed this the departmental average goal of eight (8) minutes. The average emergency response time goal will be re-evaluated on an annual basis to establish an appropriate emergency response time.</u>
III – Local Police Patrol Services	3.6	<u>The MDPD will strive for an average non-emergency time goal of 15 minutes or less; however, in no instance shall the average non-emergency response time goal should be exceed the departmental average of thirty minutes (30) or less minutes.</u>

\* Coding: Strikethrough words are deletions to the existing words. Underlined words are additions to the existing words.



Article	Section	Proposed Amendment
III – Local Police Patrol Services	3.9	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/her designee. A record of these authorized dispatches outside the Town's boundaries shall be kept by the MDPD Communications Bureau and may be reviewed at any time by Town officials; <u>Manager, upon request. The Town Commander will establish protocols with the Town Manager relating to personnel leaving the Town boundaries. Upon request by the Town Manager, the Town Commander shall provide a detailed report regarding activities that require officer participation outside the Town boundaries.</u>
III – Local Police Patrol Services	3.16	<u>Upon assignment to the Town, newly transferred personnel shall be trained and become knowledgeable regarding the Town's Ordinances and priorities. As officers are assigned to the Town, they shall be issued a vehicle/motorcycle/equipment within thirty (30) days of assignment.</u>
III – Local Police Patrol Services	3.17	<u>MDPD personnel assigned to the Town shall become acquainted with the general characteristics of the Town, personnel assigned to the Town shall become familiar with its geography, its industrial, business and residential composition, and its crime problems.</u>
IV- Optional Law Enforcement Services	4.3	<u>The approval of the Town Manager is required to increase school crossing guard staffing levels within the Town, if applicable.</u>
VII- Consideration	7.1	<u>The Town may shall make payments to MDC in equal monthly payments based on the local patrol staffing budget adopted in the Town's annual budget ordinance without demand quarterly. The Town shall consult with MDPD prior to annual adoption of its budget to arrive at a mutually acceptable charge for the services to be delivered by MDPD. Any installment payment by MDPD shall invoice the Town shall be made to MDC on a monthly basis, due no later than after the fifteenth (15th) first day of the following month, without demand. after the end of each quarter for services rendered the previous quarter. All payments shall be in accordance with Florida Local Government Prompt Payment Act, Chapter 218, s. 218.73 and s. 218.74.</u>
VII- Consideration	7.2	<u>MDG MDPD will invoice provide the Town on with a quarterly basis for local patrol services. Payment for local patrol services is due monthly expenditure summary report no later than the thirtieth (30th) day of the following month, from invoice date by the Town. County's financial system.</u>  [SPACE LEFT INTENTIONALLY BLANK]

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Article	Section	Proposed Amendment
VII- Consideration	7.4	<del>Within thirty (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 Payment by the Town for optional services will be based upon actual personnel and vehicle costs of personnel assigned for services rendered to the Town. The actual costs associated with optional services shall include direct salaries, plus all associated fringe benefit costs, benefits, vehicles (if applicable) and contract support. fees and vehicle costs. Each quarter's debit or credit memorandum shall be applied by the Town to the following month's payment.</del>
VII- Consideration	7.10	<u>The MDPD agrees to provide public records at the Town's request that may assist the Town in its preparation of any law enforcement related federal and state grant applications. Such records will be provided pursuant to law and applicable MDC and MDPD policies and procedures. Both the Town and the MDC may share information with respect to identifying law enforcement related grants that may be pursued by either agency. Any programs funded by grants received by MDPD that are implemented in MDPD's District Stations for local patrol activities may also be implemented for the Town's Police Unit. Such programs will be implemented on a prorated basis as best approximated by the proportion of the number of sworn police officers being funded by the Town to the number of funded sworn police officers serving solely UMSA not including other contract municipalities or other special assignments not related to local patrol activities, as applicable. MDPD will obtain the Town's approval before applying for any grants that may support MDPD's patrol activities and require the Town to participate and provide matching funds.</u>
IX- Command Staff	9.2	<del>The</del> <u>In the event of a vacancy in the Town Commander position, the</u> 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 Majors, and 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 Deferred Retirement Option Program (DROP). In the event of a vacancy in the Town Commander position, the above selection process will be followed.
IX- Command Staff	9.8	9.79.8 Upon request of the Town Manager, the Town Commander shall <u>attend quarterly</u> <del>attend quarterly</del> Town Hall meetings to discuss community policing issues.

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Article	Section	Proposed Amendment
XIII- Overtime 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 <del>agreements</del> <u>Agreements</u> . <u>A reasonable effort will be made to accommodate the on-duty schedule for Town events.</u>
XV- Special Equipment Provision	15.4	<b><i>Transition of Marked Vehicles Originally Purchased by the Town after Expiration or Termination of Agreement:</i></b> After expiration or termination of the Agreement, and if there is no renewal of the Agreement, MDC agrees to transfer title to all marked vehicles originally purchased with Town funds back to the Town for the sum of one dollar for each and provide the Town with copies of all current maintenance records. The sale of these vehicles back to the Town will be phased in during the transition period as provided in Article XXVI. MDPD will continue to own, operate and maintain possession of any of these vehicles during the transition period when necessary to supply patrol officers with vehicles in order to maintain services pursuant to this Agreement. <u>In the event that a vehicle that was originally purchased by Town funds and subsequently titled to MDC is damaged beyond repair or "totaled" according to MDPD criteria, such vehicle will be replaced with a vehicle from the existing fleet that is similar in terms of make, model, age, mileage, and condition.</u> Furthermore, these vehicles that were originally purchased with Town funds and subsequently titled to MDC will be retired according to MDPD policies.
XVI- Reporting	16.9	<b><u>Notification of Significant Situations- or Cases of Interest to the Town.</u></b> The Town Commander, or designee, will notify the Town Manager, or his <del>or</del> /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 <u>of</u> Commander and Town Manager shall designate what they consider "significant" by a memorandum, signed by each.
XVI- Reporting	16.10	<b><u>Routine Reports- and Specific Records Requests.</u></b> 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. <u>MDPD will also provide copies of specific records requested by the Town Manager that pertain to the actions of Town's contract personnel while performing duties for the Town. Such records will be provided to the Town at no additional cost and in accordance with applicable laws and with MDPD/ MDC policies and procedures.</u>

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Article	Section	Proposed Amendment
XXI- Mobilization and Mutual Aid	21.4	<p>Countywide Event or Incident: This type of mobilization may be implemented for hurricanes or other weather events or incidents such as <u>a civil disturbance or</u> 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 <del>MDPD</del> 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 Division Chief of all issues, concerns and situations that may impact the Town.</p> <p>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 <del>MDPD</del>. <u>In the event that a situation occurs requiring mobilization within the Town, the Town Manager in conjunction with the Town Commander, may mobilize Town officers prior to MDPD mobilizing. In the event that a situation occurs outside of MDC, the Town Manager in conjunction with the Town Commander upon receipt of a Federal Emergency Management Agency (FEMA) tracking number, may mobilize Town police officers.</u></p> <p>[SPACE LEFT INTENTIONALLY BLANK]</p>

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Article	Section	Proposed Amendment
XXII- Termination and Remedies	22.1	<p><del>In the event that either party breaches</del> <u>Breach</u> of a material term or condition of this Agreement, <del>the party in breach, upon receipt of</del> <u>does not warrant automatic termination. However, such a written request from the non breach will be addressed by the breaching party, who must provide written notice to the party in breach and which must include the following:</u></p> <p>A. <u>Description of the breach event in reasonable detail;</u></p> <p>B. <u>Basis on which breach may have occurred.</u></p> <p><u>The party in breach shall remedy the breach within thirty (30) days of receipt of the request. If Should either party fail to cure the breach is not cured within the specified time period, identified in this Section or any authorized extension, the parties shall engage in informal, good faith discussions and attempt to resolve the dispute. In connection therewith, upon written notice of either party, each party shall appoint a designated representative, whose task it shall be to meet for the purpose of attempting to resolve such dispute, if the parties are unable to resolve the dispute, in accordance with this Section. In the event that either party concludes, in good faith, that an amicable resolution through continued negotiation with respect to the dispute is not reasonably likely, then the non-breaching party may terminate the Agreement or may alternatively utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach. A termination under this paragraph shall be effective three hundred sixty-five (365) days from the date of the written notice of termination.</u></p>
XXIV- Option to Renew	24.2	<p><u>In the event that the parties cannot come to a mutual agreement Agreement on the terms and conditions of the Renewal Term, this Agreement shall expire on the date specified in Article XXV. If parties are engaged in contract negotiation, the contract remains valid, past the expiration date, until a Notice of Declared Impasse is provided by either party in writing.</u></p>
XXVI- Transition Period	26.1	<p><u>In the event of the termination for default or expiration of this agreement Agreement, MDC and the Town shall cooperate in good faith in order to effectuate a smooth and harmonious transition from MDPD to a municipal police department. During the transition, the same high quality of police protection prescribed by this Agreement for the residents, businesses and visitors of the Town, shall be maintained. If parties are engaged in contract negotiation, the contract remains valid, past the expiration date, until a Notice of Declared Impasse is provided by either party in writing. At which point the 12-month Transition Period shall commence.</u></p>

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