

**CORAL GABLES FRATERNAL ORDER OF POLICE, LODGE 7
AND CITY OF CORAL GABLES CONTRIBUTION AGREEMENT**

WHEREAS, effective October 1, 2018, Miami-Dade County (the "County") transferred responsibility for certain special taxing districts to the City of Coral Gables (the "City"); and

WHEREAS, while the districts were under the County's control, security services for various districts were provided by off-duty City of Coral Gables Police Department ("CGPD") officers; and

WHEREAS, the Coral Gables Fraternal Order of Police, Lodge 7 ("FOP") desires for its bargaining unit City police officer members to continue to volunteer to provide off-duty detail work as security services to these districts, as requested by the districts; and

WHEREAS, the FOP and City have engaged in significant discussions regarding whether the assignments for the districts, transferred to the City by the County, are services to a "separate and independent employer" and therefore exempt from the federal Fair Labor Standards Act ("FLSA") under the "special detail" exception for law enforcement personnel; and

WHEREAS, the FOP conducted significant research and, through its attorneys, provided a written opinion letter setting forth the FOP's legal opinion that the off-duty security services provided to the districts by the CGPD officers are separate and independent of any services provided to the City, and accordingly, for purposes of the FLSA such work hours are not to be combined with the City police officers' regular hours worked for the City, and need not be paid overtime; and

WHEREAS, the FOP is willing to share in any Losses (as herein defined) with the City and the under the circumstances herein described; and

WHEREAS, after further research by the City and careful evaluation of the structure under which the districts operate, the City Attorney issued CAO 2018-035 concluding that, while there is no guarantee that the U.S. Department of Labor (the "Department") or a court would agree that the districts are "separate and independent employers" for purposes of the "special detail" exception, many of the factors used by the Department and in relevant case law, weigh in favor of them being considered such.

WHEREAS, neither the Union nor the City have found any precedent which has concluded that the off duty details, under the facts and circumstances which are the subject of this agreement, to be covered by the over time provisions of the FLSA.

NOW, THEREFORE, in consideration of the above premises (which both parties represent are true) and mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following:

1. To the extent permissible under applicable law, the FOP agrees that it shall assist in the legal defense and contribute to the amount incurred by the City (including the third party consultant who runs the day-to-day operations of the districts and the special taxing districts), whether for judgments, fines, penalties, liquidated damages, and/or amounts paid or to be paid in settlement, (collectively "Losses") in such proportion as is appropriate to reflect the relative fault of the City and FOP in connection with the actions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of the City and FOP shall be

determined by reference to, among other things, whether any action in question, was taken or made by one Party in reliance on information supplied by the other Party, or otherwise relates to information supplied by one Party to the other Party. Relative fault shall be determined by mutual agreement of the parties, or if no agreement is reached, by a court of competent jurisdiction.

2. Nothing in this Agreement shall be construed as requiring the districts, to contract with or otherwise use members of the FOP in the provision of security services for the special taxing districts. The districts, through the third-party consultant, may evaluate all potential service providers and select the service provider it deems appropriate pursuant to the terms and conditions of the third party's Professional Services Agreement.

3. This Agreement cannot be modified except by written agreement signed by both Parties. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

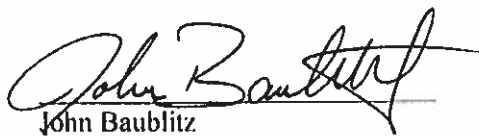
4. If any provision of this Agreement other than paragraph 1 is determined by a court or other authority to be invalid or unenforceable for any reason, such invalid, illegal, or unenforceable provisions shall be deemed modified to the minimum extent (and as close to the original intent as possible) necessary to make it valid, legal and enforceable and the parties agree that the remaining provisions of this Agreement will be unaffected thereby and will remain in full force and effect. If paragraph 1 of this Agreement is determined by a court or other authority to be invalid or unenforceable for any reason, this Agreement and any other agreement relating to the Services shall be null and void.

5. If at any time the City shall determine in good faith that due to interpretation of applicable law or regulations by any court of law or other governing body, or a change in applicable law or regulations subsequent to the date of this Agreement, the opinion letter is no longer accurate, the City shall have right to require City police officers represented by the FOP to cease providing security services to the special taxing districts in an off-duty capacity.

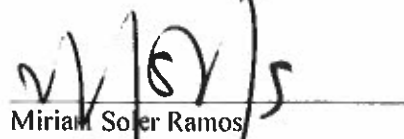
6. This Agreement shall be governed and construed in accordance with the laws of the State of Florida and the FLSA. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County, and the Agreement will be interpreted according to the laws of Florida.

7. Preparation of this Agreement has been a joint effort of the City and the FOP and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

FOR FOP:


John Baublitz
President

FOR CITY OF CORAL GABLES:


Miriam Soler Ramos
City Attorney

1/3/2019