

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2239.12

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE AGREEMENT FOR CONTRACT POLICE OFFICER WITH DAVID CARRAZANA; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council wishes to engage David Carranzana (the "Contractor") as a law enforcement officer on a contract basis to serve in the IRS Treasury Department's, South Florida Financial Crimes Task Force; and

WHEREAS, the Contractor desires to provide his special expertise to the Town for the benefit of Task Force Operations, Money Laundering, and other Organized Crime Investigations; and;

WHEREAS, the Town Council finds that is in the best interest of the Town to engage the Contractor under the terms of the Agreement for Money Laundering Consultant (the Agreement") substantially in the form attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. Approval of Agreement. The Town Council hereby approves the Agreement attached as Exhibit "A" to this Resolution.

Section 3. Implementation. The Town Council authorizes the Mayor to execute this Agreement once approved by the Town Attorney as to form and legal sufficiency, and authorizes the Mayor and town Manager to take all action necessary to implant the Agreement.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

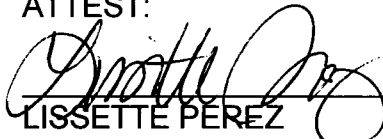
Sponsored by the **Town Administration**.

The Motion to adopt the foregoing Resolution was offered by Councilmember Lusskin, seconded by Councilmember Einstein and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Amy Isackson-Rojas	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 24th day of April, 2012.

ATTEST:



LISSETTE PEREZ
INTERIM TOWN CLERK



MAYOR GLENN SINGER

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



STEPHEN J. HELFMAN
TOWN ATTORNEY

**AGREEMENT FOR CONTRACT POLICE OFFICER
TOWN OF GOLDEN BEACH AND DAVID CARRAZANA
5/1/2012 – 5/1/2013**

1. **PURPOSE:** David Carrazana (hereinafter 'CONTRACTOR') will provide his expertise regarding money laundering investigations to the South Florida Financial Crimes Task Force, a law enforcement task force based in Miami, Florida. The Town of Golden Beach (TOWN) has agreed to fund an AGREEMENT between Carrazana and the TOWN to pay Carrazana for his services.

2. **PARTIES:** The parties to the AGREEMENT are the TOWN and the CONTRACTOR. The mailing address and points of contact for the parties are:

Don W. De Lucca
Chief of Police
Town of Golden Beach
1 Golden Beach Drive
Golden Beach, Florida 33160
(305) 936-2444

David Carrazana
1 Golden Beach Drive
Golden Beach, Florida 33160
(305) 936-2444

3. **TERM:** The term of this AGREEMENT begins May 1, 2012 and ends May 1, 2013.

4. **EARLY TERMINATION FOR CONVENIENCE OF THE PARTIES:** Either party may terminate this AGREEMENT for any reason after providing sixty (60) day notice.

5. **SCOPE OF WORK:** The scope of work undertaken by the CONTRACTOR is attached hereto as Exhibit A. CONTRACTOR shall submit bi-weekly reports itemizing the work completed during that period. Work shall be consistent with the scope of work defined in Exhibit A. The GBPD Chief and GBPD Commander shall review the bi-weekly reports before approval of the invoice is made for payment.

6. **COMPENSATION:**

A. **Total Compensation and Rate of Payment:** The CONTRACTOR shall be paid forty-three thousand, two hundred and sixty dollars (\$43,260.00) on an annual basis. Payment shall be made on a pro rata basis at two-week intervals throughout the term of the AGREEMENT. Extra work shall be compensated on the basis of approximately \$32.00 per hour. Under the agreement the Town is limited to a maximum reimbursement for all overtime expenses in connection with this operation of \$ 15,000.00 per year. Travel and related expenses should not exceed a maximum of \$ 18,000.00 for this task force/joint operation for the fiscal year period.

- B.** Procedure for Submitting Invoices: Every two weeks, the CONTRACTOR shall submit a written description of and amount of hours of the work performed during the prior two weeks to a supervisor designated by the TOWN. The designated supervisor shall review it for accuracy and compliance with the terms of this AGREEMENT, and send it to the TOWN Police Department for payment. The GBPД shall review it for approval and forward it to the Golden Beach Finance Department for payment.
- 7. TOWN LIABILITY CONTINGENT UPON AVAILABILITY OF FORFEITED FUNDS:** If Forfeited Funds are no longer available to compensate the CONTRACTOR, the CONTRACTOR shall be given sixty (60) day notice that his services are no longer needed.
- 8. GOVERNING LAW AND VENUE:** This AGREEMENT shall be construed, interpreted, and governed by the laws of the State of Florida. The parties further agree that the venue for any litigation arising out of this AGREEMENT shall be in Miami-Dade County, Florida.
- 9. ENTIRE AGREEMENT:** It is understood and agreed that this AGREEMENT expresses the complete and final understanding of the parties hereto, that any and all negotiations and representations not included herein or referred to herein be hereby abrogated and that this AGREEMENT cannot be changed, modified or varied except by a written instrument signed by all parties hereto. There are no "private" or "side agreements".
- 10. INDEMNIFICATIONS:** CONTRACTOR agrees to hold harmless, indemnify and defend the Town of Golden Beach, Mayor Glenn Singer, Town Manager Alexander Diaz, and Chief Don De Lucca and their predecessors and successors in office, and each and every one of his police officers, employees and attorneys from any and all loss, damage, claim or judgment arising out of the provisions of services pursuant to this AGREEMENT.
- 11. PARAGRAPH HEAD NOT DISPOSITIVE:** The parties agree that the heading given the paragraphs and other subdivisions of the AGREEMENT are for ease of reference only and are not dispositive in the interpretation of AGREEMENT language.
- 12. NO PRESUMPTION AGAINST DRAFTER:** The parties agree that this AGREEMENT has been freely negotiated by both parties, and that, in any dispute over the meaning, interpretation, validity, or enforceability of this AGREEMENT or any of its provisions, there shall be no presumption whatsoever against either party by virtue of the having drafted this AGREEMENT or any portion thereof.
- 13. PROHIBITION AGAINST ASSIGNMENT:** Neither party shall assign all or any portion of its duties or rights under this AGREEMENT without the prior written consent of the other party.
- 14. REPRESENTATION OF THE CONTRACTOR:** CONTRACTOR agrees to maintain and make available records sufficient to permit a proper audit of CONTRACTOR'S performance of the AGREEMENT. CONTRACTOR further represents that the CONTRACTOR has never had a AGREEMENT, bid or proposal rejected, suspended, or cancelled due to any allegation of a failure to comply with any federal, state or local government law or regulation regarding competitive bidding or auditing or accounting standards.

15. INDEPENDENT CONTRACTOR STATUS: CONTRACTOR is a Contract Police Officer and not a regular employee of the Town of Golden Beach. The Contractor has no rights, benefits, or privileges under the Collective Bargaining Agreement between the Town of Golden Beach and the Fraternal Order of Police or any other labor organization. The CONTRACTOR shall be sworn in as a "Police Officer" for the Town of Golden Beach Police Department for investigations, arrests, and law enforcement activities while serving in this capacity, however; his law enforcement status shall be that of a Part-time Police Officer for the Town of Golden Beach. The Police Chief, however; shall determine the CONTRACTOR's methods and types of production. The CONTRACTOR's compensation is based upon performing and completing work and upon time spent in completing any particular assignment. As a convenience to the CONTRACTOR, the TOWN shall be responsible for the payment of income taxes, social security-payments, Medicare obligations, as well as all other financial obligations incumbent upon the CONTRACTOR because of compensation under this AGREEMENT.

16. GIFTS AND UNAUTHORIZED COMPENSATION: The CONTRACTOR, any relative of the CONTRACTOR, or any business in which the CONTRACTOR has a financial interest, must not accept or solicit any gift or unauthorized compensation from any person, firm, or entity doing business with or soliciting business from the TOWN.

A. For the purpose of this AGREEMENT, a "gift" includes any item of value, including without limitation:

Forgiveness of indebtedness;
The use of tangible or intangible personal property;
The use of real property, such as house, apartments, or hotel rooms;
Personal services for which the person providing the services normally charges a fee.

B. A "gift" does not include:

Food or beverage consumed at a single sitting or event;
Discounts or preferential terms for goods or services available to all government employees or the public at large; awards, plaques, certificates, trophies, or similar personalized item of little intrinsic value given in recognition of service by the CONTRACTOR;
Commercial loans on terms generally available to the public;
Anything provided directly to the CONTRACTOR by the TOWN;

Transportation or lodging used in connection with authorized official travel and disclosed to the government;
Or anything paid for at market value.

"Unauthorized compensation" means any payment or receipt of a benefit from any person, firm, or entity doing business with or soliciting business with TOWN, without the knowledge and express consent of the government.

“Relative of the CONTRACTOR” means any person related to the CONTRACTOR as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, grandchild, great-grandchild, great-grandparent, step great-grandchild, person who is engaged to be married to the CONTRACTOR or who otherwise holds himself or herself out as or is generally known as the person whom the CONTRACTOR intends to marry or with whom the CONTRACTOR intends to form a household, or any other natural person having the same legal residence as the CONTRACTOR.

17. **SOLICITATION OF EMPLOYMENT:** The CONTRACTOR must not, during the term of this AGREEMENT, solicit employment, or any additional work, for the CONTRACTOR or any relative of person, the CONTRACTOR, firm or entity doing business with or soliciting business from the TOWN without the prior written consent of the TOWN. If the CONTRACTOR or any relative of the CONTRACTOR receives such an offer of employment of paid work, the offer must be reported in writing to the TOWN. The CONTRACTOR is free to accept work from any other party subject to the restrictions of Section 17.
18. **CONFLICT OF INTEREST; DUTY TO DISCLOSE:** The CONTRACTOR must, prior to the execution or extension of this AGREEMENT and throughout its term, make written disclosure to the TOWN of any potential conflict of interest involving the CONTRACTOR or any relative of CONTRACTOR, or any person, firm or entity doing business with or soliciting business from the TOWN. A “conflict of interest” means any business relationship or other situation where a reasonable person might perceive that the CONTRACTOR or any of their relative could lead to disregard the interest of TOWN

The CONTRACTOR must not disclose procurement information or proprietary CONTRACTOR information to any person, firm or entity not employed by the TOWN during any TOWN procurement process.
19. **REPORTING BRIBE OFFERS:** The CONTRACTOR must immediately report any offer of a bribe to the TOWN. “Immediately” means making contact in person or by telephone regardless of the day or time, as soon as CONTRACTOR can make the notification out of the presence of the person offering the bribe. The CONTRACTOR must follow the oral notification within twenty-four hours of the offer.
20. **COPYRIGHT PROTECTION OF WORK PRODUCT:** The TOWN owns, without limit, the work product and copyrights to all work produced by the CONTRACTOR pursuant to this AGREEMENT.
21. “Work” includes IT data, computer programs, dictation, reports and memoranda, electronic documents, presentations, curricula, handouts, slides, photographs, videotape and audiotape, CDs and DVDs, all regardless of physical or electronic form or format.
22. **NO UNLAWFUL DISCRIMINATION OR SEXUAL HARASSMENT;** obligation to report:

- A.** The parties shall not, in the performance of their duties under this AGREEMENT unlawfully discriminate against any person because of race, gender, national origin, ethnicity, religion, age or handicapping condition. The CONTRACTOR and the TOWN have adopted and will maintain policies prohibiting sexual harassment.
- B.** The CONTRACTOR must make a written report of any instance of unlawful discrimination or sexual harassment against A CONTRACTOR to the TOWN. The CONTRACTOR agrees to cooperate in the investigation of all complaints received by TOWN regardless of the identity of the complainant.

UNDERSTOOD AND AGREED TO THIS _____ DAY OF _____, 2012

CONTRACTOR

TOWN OF GOLDEN BEACH

David Carrazana



Mayor Glenn Singer

EXHIBIT A

The CONTRACTOR shall perform both routine and unique types of law enforcement duties and criminal investigation services consistent with and typical of professional law enforcement activities in general and money laundering investigations in particular.

Such duties and services may include surveillance (both stationary and mobile), arrest, interviews, documentation review and examination, request for permission to search, filing affidavits for search warrants, and / or filing affidavits for arrests.

Such duties and services may also include performing physical arrests and transportation of suspects, confiscation of and documentation and accounting of: currency (domestic and foreign), narcotics, and / or suspected narcotics, weapons, ammunition, body armor, communication technology, and other items.

Such duties and services may be performed in uniform and for extended periods of time (as in Alpha/Bravo 12-hour+ shifts) during emergencies such as severe weather duty activation and deployment along, with related duties in the preparation for, during, or in the aftermath of a hurricane, a tornado, flooding, or any other natural or man-made disaster or any other emergency or other duties as des determined by the Town.