



TOWN OF GOLDEN BEACH

**One Golden Beach Drive
Golden Beach, FL 33160**

**Official Agenda for the September 9, 2014
First Budget Hearing & Special Town Council Meeting called for 7:00 P.M.**

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. PLEDGE ALLEGIANCE

D. PRESENTATIONS / TOWN PROCLAMATIONS

E. MOTION TO SET THE AGENDA

ADDITIONS/ DELETIONS/ REMOVAL OF ITEMS FROM CONSENT
AGENDA/ AND CHANGES TO AGENDA

F. GOOD AND WELFARE

G. MAYOR'S REPORT

H. COUNCIL COMMENTS

I. TOWN MANAGER REPORT

J. TOWN ATTORNEY REPORT

K. FISCAL YEAR 2014-2015 BUDGET HEARING REPORT

- 8. A Resolution of the Town Council Adopting the Proposed Millage Rate for the Fiscal Year Commencing October 1, 2014 through September 30, 2015.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE PROPOSED MILLAGE RATE OF THE TOWN OF GOLDEN BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); SETTING A DATE FOR A FINAL PUBLIC HEARING TO

ADOPT THE MILLAGE RATE; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 8
Resolution No. 2372.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2372.14

9. A Resolution of the Town Council Adopting the Tentative Budgets for the Fiscal Year Commencing October 1, 2014 through September 30, 2015.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE TENTATIVE BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 9
Resolution No. 2373.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2373.14

L. ORDINANCES – SECOND READING

None

M. ORDINANCES - FIRST READING

1. An Ordinance of the Town Council Amending Part II, Chapter 14, of the Town Code of Ordinances adding a new Article V entitled “Clean Air”.

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING PART II, CHAPTER 14, OF THE TOWN’S CODE OF ORDINANCES BY ADDING A NEW ARTICLE V ENTITLED “CLEAN AIR;” PROVIDING STANDARDS FOR A SMOKE-FREE PUBLIC ENVIRONMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Ordinance No. 561.14

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 561.14

2. An Ordinance of the Town Council Amending Chapter 66, "Zoning," to Permit Rooftop Terraces and Elevators Providing Access for Residential Structures.

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 66, "ZONING," ARTICLE IV "SUPPLEMENTARY DISTRICT REGULATIONS", DIVISION 11 "ACCESSORY BUILDINGS", TO PERMIT ROOFTOP TERRACES AND ELEVATORS PROVIDING ROOFTOP ACCESS FOR RESIDENTIAL STRUCTURES; PROVIDING FOR LIMITATIONS ON SUCH USE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Ordinance No. 562.14

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 562.14

N. QUASI JUDICIAL RESOLUTIONS

None

O. CONSENT AGENDA

3. A Resolution of the Town Council Authorizing and Approving the Payment of \$5,000.00 to the Sunny Isles Beach Trust Foundation.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$2,500.00 TO THE SUNNY ISLES BEACH TRUST FOUNDATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Resolution No. 2367.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2367.14

4. A Resolution of the Town Council Approving a Mutual Aid Agreement between the City of Aventura and Golden Beach.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE TOWN OF GOLDEN BEACH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 4
Resolution No. 2368.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2368.14

5. A Resolution of the Town Council Approving a Mutual Aid Agreement between the City of Bay Harbor and Golden Beach.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF BAY HARBOR ISLANDS AND THE TOWN OF GOLDEN BEACH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 5
Resolution No. 2369.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2369.14

6. A Resolution of the Town Council Approving a Mutual Aid Agreement between the City of Sunny Isles Beach and Golden Beach.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF SUNNY ISLES BEACH AND THE TOWN OF GOLDEN BEACH; PROVIDING

FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2370.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2370.14

7. A Resolution of the Town Council Authorizing the Purchase of Two Segways, One Message Radar Board and Equipment using LETF Funds.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF TWO SEGWAYS, ONE MESSAGE RADAR BOARD AND EQUIPMENT WITH THE USE OF THE LETF TO PURCHASE AND EQUIP THE UNITS ; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 7
Resolution No. 2371.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2371.14

P. TOWN RESOLUTIONS

8. A Resolution of the Town Council Adopting the Proposed Millage Rate for the Fiscal Year Commencing October 1, 2014 through September 30, 2015.

9. A Resolution of the Town Council Adopting the Tentative Budgets for the Fiscal Year Commencing October 1, 2014 through September 30, 2015.

10. A Resolution of the Town Council Reauthorizing the Town's Schedule of Building Permit and Processing Fees.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, REAUTHORIZING THE TOWN'S SCHEDULE OF BUILDING PERMIT AND

PROCESSING FEES; PROVIDING FOR IMPLEMENTATION;
AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 10
Resolution No. 2374.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2374.14

11. A Resolution of the Town Council Ratifying the Collective Bargaining Agreement between the Town and the Fraternal Order of Police.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA ("TOWN"), PROVIDING FOR RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN AND THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE; AUTHORIZING THE TOWN MAYOR TO SIGN THE COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE TOWN; PROVIDING FOR IMPLEMENTATION OF THE COLLECTIVE BARGAINING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 11
Resolution No. 2375.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2375.14

12. A Resolution of the Town Council Approving Amendment #1 to the 2014-2015 Fiscal Year Operating Budget.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #1 TO THE 2014-2015 FISCAL YEAR OPERATING BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 12
Resolution No. 2376.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2376.14

Q. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Bernard Einstein:
None Requested

Councilmember Amy Isackson-Rojas:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Councilmember Judy Lusskin:
None Requested

Town Manager Alexander Diaz
None Requested

R. ADJOURNMENT:

DECORUM:

ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COUNCIL SHALL BE BARRED FROM THE COUNCIL CHAMBERS BY THE PRESIDING OFFICER. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACE CARDS SHALL BE ALLOWED IN THE COUNCIL CHAMBERS. PERSONS EXITING THE COUNCIL CHAMBERS SHALL DO SO QUIETLY.

THE USE OF CELL PHONES IN THE COUNCIL CHAMBERS IS NOT PERMITTED. RINGERS MUST BE SET TO SILENT MODE TO AVOID DISRUPTION OF PROCEEDINGS.

PURSUANT TO FLORIDA STATUTE 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR THAT PURPOSE, AFFECTED PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD SHALL INCLUDE 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 OTHER INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

IF YOU NEED ASSISTANCE TO ATTEND THIS MEETING AND PARTICIPATE, PLEASE CALL THE TOWN MANAGER AT 305-932-0744 EXT 224 AT LEAST 24 HOURS PRIOR TO THE MEETING.

RESIDENTS AND MEMBERS OF THE PUBLIC ARE WELCOMED AND INVITED TO ATTEND.

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 561.14

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING PART II, CHAPTER 14, OF THE TOWN'S CODE OF ORDINANCES BY ADDING A NEW ARTICLE V ENTITLED "CLEAN AIR;" PROVIDING STANDARDS FOR A SMOKE-FREE PUBLIC ENVIRONMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach Florida (the "Town Council") finds it periodically necessary to amend its Code of Ordinances (the "Code") in order to update regulations implementing municipal goals and objectives; and

WHEREAS, the Town Council recognizes the well-established and well-founded fact that smoking and, in particular second-hand smoke, directly impacts the health, safety and welfare of all individuals including the residents of the Town; and

WHEREAS, the town Counsel wishes to protect is citizens and all residents from the ill effects of second-hand smoke by prohibiting smoking in all public areas including within municipal buildings, grounds and all outdoor areas within the Town where Town residents enjoy both passive and active recreational activities.

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

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Amending Part II, Chapter 14. That Part II, Chapter 14 of the Code of Ordinances of the Town of Golden Beach, Florida, is hereby amended to read as follows:¹

ARTICLE V. CLEAN AIR

Sec. 14-116. Prohibition On Smoking.

- a) Smoking shall be prohibited in the following places within the Town:
 - i. All Municipal buildings and grounds including public parks; and
 - ii. All areas within the Town dedicated by plat for the use and benefit of the owners of land within the Town, including all parks, beaches, rights-of-way and other open spaces.
- b) Smoking for purposes of this Article means inhaling, exhaling, burning or carrying any lighted or heated, cigar, cigarette, pipe, tobacco, weed, plant or other combustible substance in any manner or other form including e-cigarettes or vapor devises.
- c) Violations of the smoking prohibition described in Section a) above shall be deemed a violation of the Code and shall be enforced by the Town under the provisions of Article VI of the Code.
- d) The foregoing regulation(s) shall be supplemental to and are not in any manner intended to supersede other State, County, or Federal regulations on the activity of smoking.

¹ Changes between first and second reading are indicated with highlight, with additions between first and second reading shown in double underline. Deletions between first and second reading are shown in ~~double strikethrough~~.

Section 3. Severability. If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

Section 4. Conflicts. To the extent that this Ordinance conflicts wholly or partially with any existing provision in the Town Code, the terms of this Ordinance shall prevail.

Section 5. Effective Date. This Ordinance shall be effective immediately upon adoption.

PASSED on first reading this _____ day of _____, 2014.

PASSED AND ADOPTED on second reading this _____ day of _____, 2014.

Motion to adopt by _____ seconded by _____.

Mayor Glenn Singer _____
Vice-Mayor Bernard Einstein _____
Councilmember Ken Bernstein _____
Councilmember Judy Lusskin _____
Councilmember Amy Isackson-Rojas _____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this __ day of _____, 2014.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 562.14

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 66, "ZONING," ARTICLE IV "SUPPLEMENTARY DISTRICT REGULATIONS", DIVISION 11 "ACCESSORY BUILDINGS", TO PERMIT ROOFTOP TERRACES AND ELEVATORS PROVIDING ROOFTOP ACCESS FOR RESIDENTIAL STRUCTURES; PROVIDING FOR LIMITATIONS ON SUCH USE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach ("Town Council") finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, the Town Council also desires to amend the Code in order to permit rooftop terraces, and elevators which provide rooftop terrace access; and

WHEREAS, the Town Council, meeting as the Local Planning Agency, considered the amendments proposed in this Ordinance on October _____, 2014 and recommended adoption of this Ordinance to the Town Council; and

WHEREAS, after careful consideration of this matter, the Town Council has determined that it is in the best interests of the Town to approve the text amendments to Chapter 66, Zoning.

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

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Amendment. Chapter 66 of the Town Code is amended by making modifications to Division 11, Accessory Buildings, of Article IV, Supplementary District Regulations, in the following particulars:

ARTICLE IV. Supplementary District Regulations.

DIVISION 11. Accessory Buildings.

* * *

Sec. 66-261. Rooftop terraces.

(a) As defined in Section (b) below, rooftop terraces shall be permitted on the roofs of all single family residences within the various Town zoning districts.

(b) For purposes of this section, a rooftop terrace shall be defined as the use of exterior space on the surface of any roof or roofs of a residential structure, which is improved to support outdoor activities including but not limited to dining areas, lounges, or gardens.

(c) A rooftop terrace limited to a maximum of 50 percent of the area of the flat roof shall be permitted provided it is positioned as equidistant as practicable from all sides of the roof perimeter and is set back a minimum of ten feet from the roof perimeter. A parapet or safety wall 42 inches in height shall surround the perimeter of any rooftop terrace area.

(d) The following additional limitations shall apply to all rooftop terraces:

i) the terrace area must be set back 10 feet from the edge of the roof in all directions.

ii) the terrace area shall not be improved with any permanent structures or the placement of any temporary or permanent fixtures or equipment except a safety railing up to 48 inches in height.

iii) no amplified or live music shall be permitted on the roof.

iv) the elevator and any covered elevator vestibule serving the rooftop terrace shall be limited to an area of 5'x10'.

* * *

Section 3. Implementation. The Town Clerk and Town Manager are hereby authorized to take any and all action necessary to implement this Ordinance and make it part of the Town Code including re-numbering or re-lettering the code references and ordering.

Section 4. Severability. If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

Section 5. Conflicts. To the extent that this Ordinance conflicts wholly or partially with any existing provision in the Town Code, the terms of this Ordinance shall prevail.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption.

PASSED on first reading this ____ day of September, 2014.

PASSED AND ADOPTED on second reading this ____ day of September, 2014.

Motion to adopt by _____ seconded by _____.

Mayor Glenn Singer _____
Vice-Mayor Bernard Einstein _____
Councilmember Ken Bernstein _____
Councilmember Judy Lusskin _____
Councilmember Amy Isackson- Rojas _____

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

DRAFT

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2367.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$5,000.00 TO THE SUNNY ISLES BEACH TRUST FOUNDATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Golden Beach prides itself in being an advocate for higher learning and higher education; and

WHEREAS, the Sunny Isles Beach Trust Foundation was created with the intention to support quality education and the pursuit of higher education; and

WHEREAS, the Town of Golden Beach lies within the boundaries of service for the Sunny Isles Beach Trust Foundation; and

WHEREAS, the Town Council finds that a contribution in the amount of \$5,000.00 to the Sunny Isles Beach Trust Foundation is in the best interest of the Town to further the missions and objectives of the foundation.

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. Authorization. That the payment of \$5,000.00 to the Sunny Isles Beach Trust is hereby authorized and approved.

Section 3. Implementation. That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

Section 4. Effective Date. That this Resolution shall become effective immediately

upon approval of the Town Council.

Sponsored by the **Town Administration.**

The Motion to adopt the foregoing resolution was offered by Vice Mayor Luskin, seconded by Councilmember Rojas, and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Judy Luskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 9th day of September, 2014.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 9, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: **Resolution No. 2368.14 - Approving a Mutual Aid Agreement
with the City of Aventura Police Department**

Item Number:

4

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2368.14 as presented.

Background:

The Town of Golden Beach has entered into a number of mutual aid agreements which enable the Police Department to receive assistance from other agencies and to aid those agencies when they request it. This agreement provides for the Police Department to request assistance from and to provide assistance to the Aventura Police Department.

The Town Manager, in consultation with the Mayor, recommends the Town Council approve the new agreement.

Fiscal Impact:

There is no cost to the Town to participate.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2368.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE TOWN OF GOLDEN BEACH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the “Town”) wishes to enter into a Mutual Aid Agreement (the “Agreement”) with the City of Aventura, Florida, attached to this Resolution as Exhibit “A” between the Town of Golden Beach and the City of Aventura, described and outlined in the attached Agenda Item Report; and

WHEREAS, the Town of Golden Beach Council believes that it is in the best interest to enter into the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE 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. Agreement Approved. That the Agreement is hereby approved in substantially the form attached hereto as Exhibit “A,” subject to approval by the Town Attorney as to form and legal sufficiency.

Section 3. Implementation. That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

Section 4. Effective Date. That this resolution shall become effective immediately upon approval of the Town Council.

Sponsored by Town Administration

The Motion to adopt the foregoing Resolution was offered by _____,

seconded by _____ and on roll call the following vote ensued:

Mayor Glenn Singer
Vice Mayor Bernard Einstein
Councilmember Kenneth Bernstein
Councilmember Judy Lusskin
Councilmember Amy Isackson-Rojas

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 9th day of September, 2014.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

MUTUAL AID AGREEMENT
Between Aventura Police Department
and the Town of Golden Beach Police Departments

WHEREAS, it is the responsibility of the governments of City of Aventura, Florida and the Town of Golden Beach, Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment of facilities of the participating municipal police departments; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Miami-Dade County municipalities; and

WHEREAS, the participating Miami-Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement;

NOW, THEREFORE, BE IT KNOWN that the City of Aventura, subdivision of the State of Florida, and the undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short title:** Mutual Aid Agreement
2. **Description:** Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

3. Definitions:

a) Joint declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

b) Agency or participating law enforcement agency: Either the City of Aventura Police Department or the Town of Golden Beach Police Department.

c) Agency head: Either the Chief of the Aventura Police Department, or the Chief's designees; and the Chief of Police of the Town of Golden Beach Police Department, or the Chief's designees.

d) Participating municipal police department: The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.

e) Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

a) In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.

b) Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c) The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

a) All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

b) The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

c) The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement,

during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

d) All exemption from ordinance and rules, and all pension, insurance, relief, disability, workers' compensation salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of the Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. Indemnification:

The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. Forfeitures:

It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. Conflicts:

Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23 Florida Statutes.

9. Effective Date and Duration:

This Agreement shall be in effect from date of signing, through and including January 1, 2019. Under no circumstances may this Agreement be renewed, amended or extended except in writing.

10. Cancellation:

This Agreement may be canceled by either party upon sixty- (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED this _____ day of _____ 20____

City Manager,
City of Aventura, Florida

Town Mayor,
Town of Golden Beach, Florida

ATTEST:

ATTEST:

City Clerk,
City of Aventura, Florida

Town Clerk,
Town of Golden Beach, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

City Attorney,
City of Aventura, Florida

Town Attorney,
Town of Golden Beach, Florida

JOINT DECLARATION OF THE CHIEF OF THE
AVENTURA POLICE DEPARTMENT
AND THE CHIEF OF THE TOWN OF GOLDEN BEACH POLICE
DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- participating in law enforcement activities that are pre-planned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.
- spontaneous response where assistance or aid is apparent (see #9 below)

In compliance with, and under the authority of, the Mutual Aid Agreement, heretofore entered into by the City of Aventura and the Town of Golden Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations, crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing persons calls.

9. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners. Traffic stops near municipal boundaries, request for back-up assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
10. Enemy attack.
11. Transportation of evidence requiring security.
12. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
13. Security and escort duties for dignitaries.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
16. Joint training in areas of mutual need.

DATE: _____

DATE: _____

 Steve Steinberg, Chief
 City of Aventura Police Department

 Rudy Herbello, Assistant Chief
 Golden Beach Police Department

ATTEST:

ATTEST:

 City Clerk

 Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 9, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: **Resolution No. 2369.14 - Approving a Mutual Aid Agreement
with the City of Bay Harbor Islands Police Department**

Item Number:

5

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2369.14 as presented.

Background:

The Town of Golden Beach has entered into a number of mutual aid agreements which enable the Police Department to receive assistance from other agencies and to aid those agencies when they request it. This agreement provides for the Police Department to request assistance from and to provide assistance to the Bay Harbor Islands Police Department.

The Town Manager, in consultation with the Mayor, recommends the Town Council approve the new agreement.

Fiscal Impact:

There is no cost to the Town to participate.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2369.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF BAY HARBOR ISLANDS AND THE TOWN OF GOLDEN BEACH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the “Town”) wishes to enter into a Mutual Aid Agreement (the “Agreement”) with the City of Bay Harbor Islands, Florida, attached to this Resolution as Exhibit “A” between the Town of Golden Beach and the City of Bay Harbor Islands, described and outlined in the attached Agenda Item Report; and

WHEREAS, the Town of Golden Beach Council believes that it is in the best interest to enter into the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE 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. Agreement Approved. That the Agreement is hereby approved in substantially the form attached hereto as Exhibit “A,” subject to approval by the Town Attorney as to form and legal sufficiency.

Section 3. Implementation. That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

Section 4. Effective Date. That this resolution shall become effective

immediately upon approval of the Town Council.

Sponsored by Town Administration

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

Mayor Glenn Singer
Vice Mayor Bernard Einstein
Councilmember Kenneth Bernstein
Councilmember Judy Lusskin
Councilmember Amy Isackson-Rojas

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 9th day of September, 2014.

ATTEST: _____ MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

MUTUAL AID AGREEMENT
Between the City of Bay Harbor Islands
and the Town of Golden Beach

WHEREAS, it is the responsibility of the governments of the City Bay Harbor Islands, Florida and the Town of Golden Beach, Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment of facilities of the participating municipal police departments; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Miami-Dade County municipalities; and

WHEREAS, the participating Miami-Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement;

NOW, THEREFORE, BE IT KNOWN that the City of Bay Harbor Islands, subdivision of the State of Florida, and the Town of Golden Beach, subdivision of the State of Florida, undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short title:** Mutual Aid Agreement

2. **Description:** Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

3. Definitions:

a) Joint declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads.

Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

b) Agency or participating law enforcement agency: Either the City of Bay Harbor Islands Police Department or the Town of Golden Beach Police Department.

c) Agency head: Either the Chief of Police at the City of Bay Harbor Islands Police Department, or the Chief's designees; and the Chief of Police of the Town of Golden Beach Police Department, or the Chief's designees.

d) Participating municipal police department: The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.

e) Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

a) In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.

b) Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c) The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

a) All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

b) The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

c) The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid.

Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

d) All exemption from ordinance and rules, and all pension, insurance, relief, disability, workers' compensation salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of the Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. Indemnification:

The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. Forfeitures:

It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. Conflicts:

Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23 Florida Statutes.

9. Effective Date and Duration:

This Agreement shall be in effect from date of signing, through and including May 1, 2019. Under no circumstances may this Agreement be renewed, amended or extended except in writing.

10. Cancellation:

This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED this _____ day of _____ 20____

City Manager,
City of Bay Harbor Islands, Florida

Town Mayor,
Town of Golden Beach, Florida

ATTEST:

ATTEST:

City Clerk,
City of Bay Harbor Islands, Florida

Town Clerk,
Town of Golden Beach, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

City Attorney,
City of Bay Harbor Islands, Florida

Town Attorney,
Town of Golden Beach, Florida

JOINT DECLARATION OF THE CHIEF OF THE
CITY OF BAY HARBOR ISLANDS POLICE DEPARTMENT
AND THE CHIEF OF THE TOWN OF GOLDEN BEACH POLICE
DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- participating in law enforcement activities that are pre-planned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.
- spontaneous response where assistance or aid is apparent (see #9 below)

In compliance with, and under the authority of, the Mutual Aid Agreement, heretofore entered into by the City of Bay Harbor Islands and the Town of Golden Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations, crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person's calls.

9. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners. Traffic stops near municipal boundaries, request for back-up assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
10. Enemy attack.
11. Transportation of evidence requiring security.
12. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
13. Security and escort duties for dignitaries.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
16. Joint training in areas of mutual need.

DATE: _____

DATE: _____

 Chief Sean Hemingway
 Bay Harbor Islands Police Department

 Assistant Chief Rudy Herbello
 Golden Beach Police Department

ATTEST:

ATTEST:

 City Clerk

 Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 9, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: **Resolution No. 2370.14 - Approving a Mutual Aid Agreement
with the City of Sunny Isles Beach Police Department**

Item Number:

6

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2370.14 as presented.

Background:

The Town of Golden Beach has entered into a number of mutual aid agreements which enable the Police Department to receive assistance from other agencies and to aid those agencies when they request it. This agreement provides for the Police Department to request assistance from and to provide assistance to Sunny Isles Beach Police Department.

The Town Manager, in consultation with the Mayor, recommends the Town Council approve the new agreement.

Fiscal Impact:

There is no cost to the Town to participate.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2370.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF SUNNY ISLES BEACH AND THE TOWN OF GOLDEN BEACH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the “Town”) wishes to enter into a Mutual Aid Agreement (the “Agreement”) with the City of Sunny Isles Beach, Florida, attached to this Resolution as Exhibit “A” between the Town of Golden Beach and the City of Sunny Isles Beach, described and outlined in the attached Agenda Item Report; and

WHEREAS, the Town of Golden Beach Council believes that it is in the best interest to enter into the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE 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. Agreement Approved. That the Agreement is hereby approved in substantially the form attached hereto as Exhibit “A,” subject to approval by the Town Attorney as to form and legal sufficiency.

Section 3. Implementation. That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

Section 4. Effective Date. That this resolution shall become effective

immediately upon approval of the Town Council.

Sponsored by Town Administration

The Motion to adopt the foregoing Resolution was offered by _____.

seconded by _____ and on roll call the following vote ensued:

Mayor Glenn Singer
Vice Mayor Bernard Einstein
Councilmember Kenneth Bernstein
Councilmember Judy Lusskin
Councilmember Amy Isackson-Rojas

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,

Florida, this 9th day of September, 2014.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

MUTUAL AID AGREEMENT
Between Sunny Isles Beach Police Department
and the Town of Golden Beach Police Departments

WHEREAS, it is the responsibility of the governments of City of Sunny Isles Beach, Florida and the Town of Golden Beach, Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment of facilities of the participating municipal police departments; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Miami-Dade County municipalities; and

WHEREAS, the participating Miami-Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement;

NOW, THEREFORE, BE IT KNOWN that Bal Harbour Village, subdivision of the State of Florida, and the undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short title:** Mutual Aid Agreement
2. **Description:** Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

3. Definitions:

a) Joint declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

b) Agency or participating law enforcement agency: Either the Sunny Isles Beach Police Department or the Town of Golden Beach Police Department.

c) Agency head: Either the Chief of the Sunny Isles Beach Police Department, or the Chief's designees; and the Chief of Police of the Town of Golden Beach Police Department, or the Chief's designees.

d) Participating municipal police department: The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.

e) Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

a) In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.

b) Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c) The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

a) All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

b) The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

c) The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement,

during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

d) All exemption from ordinance and rules, and all pension, insurance, relief, disability, workers' compensation salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of the Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. Indemnification:

The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. Forfeitures:

It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. Conflicts:

Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23 Florida Statutes.

9. Effective Date and Duration:

This Agreement shall be in effect from date of signing, through and including January 1, 2019. Under no circumstances may this Agreement be renewed, amended or extended except in writing.

10. Cancellation:

This Agreement may be canceled by either party upon sixty- (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED this _____ day of _____ 20____

City Manager,
Sunny Isles Beach, Florida

Town Mayor,
Town of Golden Beach, Florida

ATTEST:

ATTEST:

City Clerk,
Sunny Isles Beach, Florida

Town Clerk,
Town of Golden Beach, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

City Attorney,
Sunny Isles Beach, Florida

Town Attorney,
Town of Golden Beach, Florida

JOINT DECLARATION OF THE CHIEF OF THE
SUNNY ISLES BEACH POLICE DEPARTMENT
AND THE CHIEF OF THE TOWN OF GOLDEN BEACH POLICE
DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- participating in law enforcement activities that are pre-planned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.
- spontaneous response where assistance or aid is apparent (see #9 below)

In compliance with, and under the authority of, the Mutual Aid Agreement, heretofore entered into by the City of Sunny Isles Beach and the Town of Golden Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations, crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing persons calls.

9. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners. Traffic stops near municipal boundaries, request for back-up assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
10. Enemy attack.
11. Transportation of evidence requiring security.
12. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
13. Security and escort duties for dignitaries.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
16. Joint training in areas of mutual need.

DATE: _____

DATE: _____

 Fred Maas, Chief
 Sunny Isles Beach Police Department

 Rudy Herbello, Assistant Chief
 Golden Beach Police Department

ATTEST:

ATTEST:

 City Clerk

 Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 4, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: **Resolution No. 2371.14 - LETF ASSETS TO PROVIDE FOR
PURCHASE OF TWO SEGWAYS, ONE MESSAGE RADAR
BOARD AND EQUIPMENT.**

Item Number:

7

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. XXX.13 as presented.

Background: The costs associated with the purchase of Two Segway's, Message Radar Board and Equipment. It is requested the Town authorize the expenditure of LETF monies in the amount of \$27,165.00 to provide a mobile community Patrol and Public Safety initiative in the Town of Golden Beach for budget year 2014 / 2015.

Federally Seized Assets: At the discretion of the United States Attorney General under United States Statute: 18 U.S.C. Section 981 (e) (2), and 21 U.S.C. Section 881 (e) (1) (A) and (e) (3) (b), the Golden Beach Police Department may lawfully receive equitable shares of the federally seized funds at the conclusion of the legal proceedings. These shares are deposited in the Town's Law Enforcement Trust Fund account.

The U.S. Department of Justice publication titled "*Guide to Equitable Sharing for State and Local Law Enforcement Agencies*" specifically provides that the equitably shared forfeited asset funds resulting from the participation of a local agency in investigations with Federal law enforcement agencies may be utilized by the participating local agency for law enforcement for Community Policing Initiatives and Awareness Programs.

State Seized Assets: Under Florida State Statute (FSS) 932.7055, the Florida Contraband Forfeiture Act, the Golden Beach Police Department lawfully receives equitable share(s) of State seized funds at the conclusion of the legal proceedings involving the regional task force.

Page Two

The Town uses both the federally seized and the State seized funds to increase crime prevention efforts and to also enhance the quality of police services for Town residents without increasing the Town's budget. The attached items meet the requirements of the Federal and/or State Statute requirements and are requested to be funded.

Financial Impact:

This will not have a financial impact on the Town's budget.

Attachments: Agenda Item Resolution

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2371.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF TWO SEGWAY'S, ONE MESSAGE RADAR BOARD AND EQUIPMENT WITH THE USE OF THE LETF TO PURCHASE AND EQUIP THE UNITS ; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to purchase Two Segway's, One Message Radar Board and Equipment in order to continue to provide service to the community and police protection to the residents of Golden Beach; and

WHEREAS, the costs to the Town to purchase and equip the Two Segway's, One Message Radar Board and PPE Equipment is projected to be \$27,165.00, includes: Segway - purchase costs of \$8,120.00 each; equipment - PPE purchase of \$200.00-Message Radar Board purchase of \$10,725.00; and

WHEREAS, the Town's Law Enforcement Trust Fund account (the "LETF") includes assets forfeited to the Town by authority of the Florida Contraband Forfeiture Act and by the Federal Asset Forfeiture Statutes; and

WHEREAS, the Town Council desires to utilize LETF funds to pay for the Segway Patrol Scooters; and

WHEREAS, the monies contained in the LETF are the result of seized assets from both investigations by the Town's Police Department and joint investigations with other law enforcement agencies – not from tax revenue; and

WHEREAS, the Chief of Police has recommended that the \$27,165.00 cost be taken from the Town’s LETF for “*other law enforcement purposes*” specifically authorized by law; and

WHEREAS, the Chief of Police certifies that this expenditure complies with § 932.7055, Florida Statutes, and / or the Federal Seizure statutes in that the funds will be used for an appropriate law enforcement purpose; and

WHEREAS, the Chief of Police certifies that the Town’s LETF is not being used as a normal source of revenue for the Town Police Department; and

WHEREAS, the Chief of Police certifies that the Town’s LETF was not considered in the adoption and approval of the Police Department budget; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to proceed as indicated in this Resolution.

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. Purchase of Segway’s, Message Radar Board and Equipment and the Use of LETF Authorized. That the purchase of the Segway Police Commuter, Message Radar Board and Personal Protection Equipment and the use of LETF funds to purchase the Segway’s, Message Board and Equipment is hereby authorized and approved.

Section 3. Implementation. That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

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 _____, seconded by _____ and on roll call the

following vote ensued:

Mayor Glenn Singer	___
Vice Mayor Bernard Einstein	___
Councilmember Amy Rojas	___
Councilmember Kenneth Bernstein	___
Councilmember Judy Lusskin	___

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 9th day of September, 2014.

MAYOR GLENN SINGER

ATTEST:

TOWN CLERK
LISSETTE PEREZ

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 9, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: Resolution No. 2372.14 & Resolution 2373.14 – Adopting the
Proposed Combined Millage and Proposed Operating Budget
for Fiscal Year 2014-2015

Item Number:

8 & 9

Recommendation:

It is recommended that the Town Council adopt the Proposed Combined Millage and Proposed Operating Budget as provided by the companion Resolutions that follow.

Background:

Please see the **Proposed Budget Message Pages 28 through 35 of the Proposed Operating and Capital Fiscal Year 2014-2015 book.**

Fiscal Impact:

General Fund Revenues and Expenditures of \$6,589,519.00

Capital Budget and Revenues of \$91,700.00

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2372.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE PROPOSED MILLAGE RATE OF THE TOWN OF GOLDEN BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); SETTING A DATE FOR A FINAL PUBLIC HEARING TO ADOPT THE MILLAGE RATE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 4th, 2014, the Town transmitted to the Property Appraiser its "Proposed Millage Rate" for the fiscal year commencing October 1, 2014 and further scheduled the public hearing required by Section 200.065 of the Florida Statutes to be held on September 9, 2014 at 7:00 p.m.; and

WHEREAS, the Property Appraiser has properly noticed the public hearing scheduled for September 9, 2014 at 7:00 p.m. at One Golden Beach Drive, Golden Beach, Florida, as required by Chapter 200 of the Florida Statutes; and

WHEREAS, said public hearing, as required by Section 200.065(2)(c), was held by the Town Council on September 9, 2014, commencing at 7:00 p.m., as previously noticed and the public and all interested parties having had the opportunity to address their comments to the Town Council and the Town Council having considered the comments of the public regarding the proposed millage rate and having complied with the "TRIM" requirements of the Florida Statutes.

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

Section 1. That the proposed millage rate for the Town of Golden Beach for the fiscal year commencing October 1, 2014 through September 30, 2015, be and is hereby fixed at the rate of 7.2450 mills which is \$ 7.2450 dollars per \$1,000.00 of assessed property value within the Town of Golden Beach.

Section 2. That the rolled-back rate is 6.4097 and the proposed millage rate is 7.2450 mills which is 13.03% over the rolled-back rate.

Section 3. That the voted debt service millage for the fiscal year will be 1.255 mills.

Section 4. That the final public hearing to adopt a final millage rate and budgets for the fiscal year will be held at One Golden Beach Drive, Golden Beach, Florida, on Tuesday, September 23, 2014 at 7:00 p.m.

Section 5. That the Town Clerk is hereby directed to advertise said public hearing as required by law.

Section 6. That this resolution shall be effective immediately upon adoption.

Sponsored by the **Town Administration.**

The Motion to adopt the foregoing resolution was offered by _____, seconded by _____, and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Judy Lusskin	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Kenneth Bernstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 9th day of September, 2014.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2373.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE TENTATIVE BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Manager presented to the Town Council a “Proposed Operating and Capital Budget” for the fiscal year commencing October 1, 2014 and the Town Council scheduled the public hearing required by Section 200.065(2)(c) of the Florida Statutes to be held on September 9, 2014 at 7:00 p.m.; and

WHEREAS, the Property Appraiser has properly noticed the public hearing scheduled for September 9, 2014 at 7:00 p.m. in the Council Chamber, located at One Golden Beach Drive, Golden Beach, Florida, as required by Chapter 200 of the Florida Statutes; and

WHEREAS, said public hearing, as required by Section 200.065(2)(c), was held by the Town Council on September 9, 2013, commencing at 7:00 p.m., as previously noticed and the public and all interested parties having had an opportunity to address their comments to the Town Council and the Town Council having had an opportunity to amend the tentative budgets as it deemed appropriate and having considered the comments of the public regarding the tentative budgets and having complied with the “TRIM” requirements of the Florida Statutes.

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

Section 1. Upon final adoption of the proposed millage rate, which is hereby ratified, the attached tentative budgets of the Town of Golden Beach for the fiscal year commencing October 1, 2012 are hereby approved and adopted.

Section 2. This resolution shall be effective immediately upon adoption.

Section 3. That a public hearing to adopt the final budgets for the fiscal year will be held at One Golden Beach Drive, Golden Beach, Florida on Tuesday, September 23, 2014 at 7:00 p.m.

Sponsored by the **Town Administration.**

The Motion to adopt the foregoing resolution was offered by _____,
seconded by _____, and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Judy Lusskin	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Kenneth Bernstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 9th day of September, 2014.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ,
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN,
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 9, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: **Resolution No. 2372.14 - Reauthorizing the Building Permit Fees and Associated Fee Schedule**

Item Number:

10

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2372.14 as presented.

Background:

I am proposing the reauthorization of the Building Permit Fees and Associated Fee Schedule, which was adopted in the Fiscal Year 2013-2014 Operating Budget. Attached is the Building Department Fee Schedule.

Fiscal Impact:

None.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2372.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, REAUTHORIZING THE TOWN'S SCHEDULE OF BUILDING PERMIT AND PROCESSING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Fla. Stat. 166.222, the Town imposes fees upon applicants for various development permits for development within the Town; and

WHEREAS, the Town desires to reauthorize the schedule of fees attached hereto as Exhibit "A" to defer the reasonable costs of inspection and enforcement of the provisions of the Town's building code; and

WHEREAS, the Town Council finds that the reauthorization of the Town's schedule of permit fees is in the best interest of the Town.

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

Section 1. Recitals Adopted. The foregoing recitals are adopted, confirmed and incorporated herein.

Section 2. Reauthorize Schedule of Fees. Pursuant to Fla. Stat. 166.222 and Section 50-8(e) of the Town's Code of Ordinances, the Schedule of Permit and Processing Fees attached to this Resolution as Exhibit "A" is hereby adopted and supersedes all prior schedules and fees for said services.

Section 3. Implementation. The Town Manager and Town Mayor are hereby authorized to take all reasonable measures to implement this Resolution and the

Schedule of Fees adopted herein.

Section 4. Effective Date. The Resolution shall become immediately effective upon adoption.

Sponsored by **the Town Administration.**

The Motion to adopt the foregoing resolution was offered by _____, seconded by _____, and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Judy Lusskin	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 9th day of September, 2014.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

**TOWN OF GOLDEN BEACH
BUILDING DEPARTMENT FEE SCHEDULE**

2014/2015

EXHIBIT TO RESOLUTION NUMBER: _____

DESCRIPTION		Current Fee	Schedule Change	New Fee
I Upfront - Permit Processing Fee				
	All Permits; Building, Electrical, Plumbing, Mechanical	Value of Project x	0.75%	0.75%
	Change in Value of Project - Revision	Value increase x	0.75%	0.75%
II Permit Fees:				
a	New Construction, or Addition to Existing Res.	Air Conditioned Space x	3	3
b	New Construction, or Addition to Existing Res.	Non-Air Conditioned Space x	1.5	1.5
c	All other building permits	Value of Project x	3	3
d	Electrical, Mechanical, Plumbing & Structural	Value of Project x	3	3
e	Minimum permit fee		\$175.00	\$175.00
f	Shop Drawing fees	Per review	\$175.00	\$175.00
g	Trash Hauling/Dumpster Container Fees		\$300.00	\$300.00
h	Change of Contractor fee		\$250.00	\$250.00
i	Revision to active permit	Per Trade Review	\$175.00	\$75.00
j	Lost permit card		\$125.00	\$125.00
k	Expired permit - new plan submittal & plan review required	100% of original fees paid		
l	Replacement of plans for an active permit:	Cost of Reproduction	at cost	at cost
		Recertification - Building	\$175.00	\$175.00
		Recertification - Electrical	\$175.00	\$175.00
		Recertification - Mechanical	\$175.00	\$175.00
		Recertification - Plumbing	\$175.00	\$175.00
		Recertification - Structural	\$175.00	\$175.00
m	Contractor registration fee	First Time Application	\$50.00	\$50.00
		Renewal each Fiscal Year	\$30.00	\$30.00
n	Educational Fund for building department personnel	Per 1,000 of value project	\$0.30	\$0.30
o	Building permit imaging	Per plan sheet submitted	\$1.50	\$1.50
		Per 8 1/2 x 11 and 14	\$.46	\$.46
p	Special projects, meetings	Per hour	\$50.00	\$50.00
q	Certificates of Occupancy and Completion	Temporary	\$200.00	\$200.00
		Final	\$300.00	\$300.00
r	Lien Search Requests	Regular - 5 Day Response	\$60.00	\$60.00
		Expedited - 3 Day Response	\$70.00	\$70.00
s	Minimum per square foot pricing for:	New Construction	\$275.00	\$50.00
		Addition	\$175.00	\$25.00
		Remodel	\$150.00	\$150.00
t	Reinspection Fees:	Failed Inspections-1st & 2nd	\$75.00	\$75.00
		Failed Inspections- 3rd	\$125.00	\$125.00
u	Building Code Compliance Fee	Per 1,000 of value project	\$0.60	\$0.60
v	Street Sweeping Fee (charged to all permitting)	Per 1,000 of value project	\$0.20	\$0.20
w Building Advisory Board Fees				
	New single-family residence - structure review	Per submittal	\$300.00	\$300.00
	Addition/Remodel of existing structure	Per submittal	\$150.00	\$75.00
	Accessory Building (Cabana or Gazebo)	Per submittal	\$150.00	\$150.00
	Pools and Spas	Per submittal	\$100.00	\$100.00
	Fencing, sitewalls, driveways, pool decks	For each item submitted	\$150.00	\$150.00
	Landscaping: New construction, additions, remodel, existing	Per submittal	\$75.00	\$225.00
	Docks	Per submittal	\$100.00	\$100.00
	Boat Lift	Per submittal	\$100.00	\$100.00
	Resubmission within 30 days of original	of all fees paid on original	75%	75%
	Variance Request/Exception per code request	Per submittal	\$372.00	\$372.00
	Variance/Exception additional requested at the same time	Per submittal	\$150.00	\$150.00
x Sidewalk, gutter and street maintenance fees:				
	**New construction, and addition work = \$50 per LF	Linear Frontage of Property	0	\$50/LF
	**Remodel work = \$20 per LF	Linear Frontage of Property	0	\$20/LF
y Extension Fee:				
New construction, addition and remodel work permits				
	Zone 1:			
	Construction work that exceeds 36 months	30% of Master Permit Fee	30%	30%
	from permit date issuance shall pay an additional fee based on the Original Master Permit Fee cost	exceeding 36 months		
	Zones 2 & 3:			
	Construction work that exceeds 24 months	30% of Master Permit Fee	30%	30%
	from permit date issuance shall pay an additional fee based on the Original Master Permit Fee cost	exceeding 24 months		

** to offset the cost of future repairs and maintenance to all sidewalks, gutters and roadway systems within the Town.




TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 9, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, 
Town Manager

Subject: **Resolution No. 2375.14 – Ratification of the Collective Bargaining Agreement Between the Town and the Florida State Lodge, Fraternal Order of Police**

Item Number:

11

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2375.14 as presented.

Background :

The Town's contract with the Fraternal Order of Police (FOP) expires on September 30, 2014. During the last few months, I have met with our officers and the FOP to find a middle ground for a new three year contract. In adhering to PERC rules, and holding two public negotiations sessions, and many hours of negotiations with the FOP we have agreed on the following terms:

The existing contract will remain intact with the following exceptions:

Effective October 1, 2014 employees currently at \$66,203.00 will receive an increase of \$750 to their base salary in year one bringing their salary to \$66,953.00. On October 1, 2015 those employees will receive an additional \$47 adjustment to their base salary (capping their base salary at \$67,000.00) and a one-time bonus of \$703.00. On October 1, 2016 the base salary is frozen at \$67,000.00 but those employees will receive a \$750 bonus.

Effective October 1, 2014 employees not having attained a maximum salary of \$66,203.00, or those not listed below, will be entitled to a 2.5% pay increase from their base salary. On October 1, 2015 said Police Officers will receive a 2.5% pay increase to their base pay. On October 1, 2016 said Police Officers will receive a 4.5% increase to

their base pay. During this contract any Police Officer who achieves a base pay of \$67,000.00 will be capped. Those officers will be entitled to the same benefit as Officers who are maxed out (i.e. once an officer reaches \$67,000 on October 1 of the following year they will receive the bonus).

Effective October 1, 2014 the following officers' salaries will be adjusted as follows:

Javier Diaz \$49, 125
 Robert Ruggiero \$51,581
 Oscar Suarez \$54,160
 Daniel Avila \$54, 160
 Edward Lopez \$49,125

The above-mentioned officers will not be entitled to the 2.5% pay increase in addition to this salary adjustment in Year 1 of the contract, but will receive the 2.5% pay increase in Year 2 and the 4.5% pay increase in Year 3.

For the purposes of this contract, the police officer increases will go into effect on October 1 of each year and not on the anniversary date of employment.

The Town of Golden Beach and the Fraternal Order of Police agree to meet in August of 2016 to discuss possibilities of making adjustments to both the sergeants and the officers salaries.

Throughout the life of the contract, new hires will be brought in at a base rate of pay of \$43,260 (see attached Pay Scale chart).

New Hire Pay Scale Chart

NEW HIRE	10/1/2014	10/1/2015	10/1/2016			
		2.50%	3.50%	2.50%	2.50%	4.50% (Will Add Next Increase when negotiated)
1	\$ 43,260.00					
2		\$ 44,341.50				
3			\$ 45,893.45			
4				\$ 47,040.79		
5					\$ 48,216.81	
6						\$ 50,386.56
7						*
8						*
9						*
10						*

SALARY ADJUSTMENTS ARE MADE ON THE APPOINTMENT DATE OF NEWLY APPOINTED SERGEANTS OR AT THE ANNIVERSARY DATE OF EXISTING SERGEANTS

Employees who are promoted to sergeant during the life of this Agreement shall be compensated at an annual rate of \$66,128.00 for their first year as sergeant, beginning on the date of their promotion and shall thereafter receive a 2.5% increase in the

subsequent year on the anniversary date of their promotion to sergeant, and 3.5% the following year on the anniversary date of their promotion to sergeant, and on October 1, 2016 receive a \$700 bonus with no salary adjustment. Any sergeant who is capped out during the life of this contract, will receive a \$500 bonus in year one, a \$700 bonus in year two, and a \$700 bonus in year three.

In the event that a newly promoted sergeant does not successfully complete his/her probationary period, he/she will fall back into their corresponding step.

Fiscal Impact:

In the first year, there is an increase of 2.5% across the board for all salary related costs in addition there are salary adjustments for select officers that total approximately \$16,000.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2375.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA (“TOWN”), PROVIDING FOR RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN AND THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE; AUTHORIZING THE TOWN MAYOR TO SIGN THE COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE TOWN; PROVIDING FOR IMPLEMENTATION OF THE COLLECTIVE BARGAINING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Golden Beach (“Town”) desires to ratify the Collective Bargaining Agreement (“Agreement”) between the Town and the Florida State Lodge, Fraternal Order of Police (“Police Union”) (a copy of the Agreement is attached hereto as Exhibit “A”); and

WHEREAS, the Town Council finds that ratification of the Agreement is in the best interest of the Town.

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

Section 1. Recitals Adopted. The foregoing “**Whereas**” clauses are true and correct and are incorporated herein by this reference.

Section 2. Agreement Ratification. Ratification of the Agreement between the Town and the Police Union, in the form attached hereto as Exhibit “A,” is hereby authorized and approved.

Section 3. Execution. The Town Mayor is hereby authorized to execute the Agreement on behalf of the Town.

Section 4. Implementation. That the Town Mayor and Town Manager are

authorized to take any and all action which is necessary to implement this Resolution and the Agreement.

Section 5. Effective Date. That This Resolution shall become effective immediately upon its passage and adoption.

Sponsored by Town Administration.

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

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Ken Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Amy Isackson-Rojas	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 9th day of September, 2014.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
INTERIM TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



Fraternal Order of Police
FLORIDA STATE LODGE
Florida Labor Council Committee



August 28, 2014

**Sent via U.S. Mail
&
Email**

Town of Golden Beach
Alexander Diaz, Town Manager
One Golden Beach Drive
Golden Beach, Florida 33160

Reference: Police 2014-2017 Contract Ratification

Dear Mr. Diaz,

I am please to advise you that the Bargaining Unit for Police Officers and Police Sergeants have voted and ratified the Town's 2014-2017 contract proposals. After your Town Council approves the Contract please contact me so we can both sign the Contract. Thank you for working with us and understanding your employees concerns. I look forward to be working with you in the future.

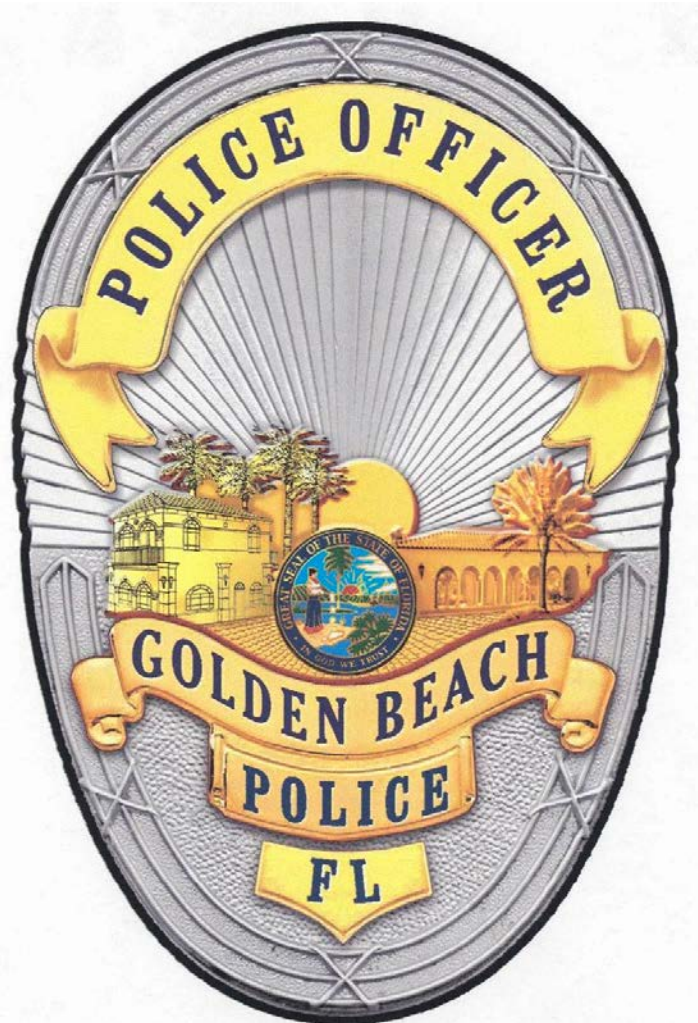
Sincerely,

A handwritten signature in black ink, appearing to read "John Puleo".

John Puleo,
FOP Staff Representative

cc: Robin Weiner, FOP President
Robert Ruggiero, FOP Vice. President

21124 White Oak Avenue, Boca Raton, Florida 33428
Office Phone: (561) 883-3552 - Cell Phone: (954) 444-4483
Fax: (561) 883-3538 - Pager: (800) 986-5593
Email: JohnFOP@ AOL.COM



AGREEMENT BETWEEN

TOWN OF GOLDEN BEACH, FLORIDA

and

FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE

OCTOBER 1, ~~2014~~2014 * SEPTEMBER 30, ~~2014~~2017

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ARTICLE 1 • AGREEMENT

1. This Agreement is entered into by the TOWN OF GOLDEN BEACH, FLORIDA, hereinafter referred to as the "Town," and the FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, hereinafter referred to as the "FOP" or the "Union."

ARTICLE 2 • RECOGNITION

1. The Town hereby recognizes the FOP as the sole and exclusive bargaining representative for all employees ~~in the following~~ as certified by the Public Employees Relations Commission, Certification #1528 in the following appropriate unit:

INCLUDED: All sworn police officers and sergeants employed by the Town of Golden Beach, Florida

EXCLUDED: Police Chief, secretary/executive assistant to the chief, and all other employees of the Town of Golden Beach.

2. The parties agree that, if the Town creates a position/rank in the Police Department below the rank of Sergeant, and if that position/rank is filled with a sworn and certified law enforcement officer, said new position/rank will become a bargaining unit position.

ARTICLE 3 • NON-DISCRIMINATION

1. No employees covered by this Agreement will be discriminated against by the Town or the FOP with respect to any job benefits or other conditions of employment accruing from this Agreement because of Union membership or non-membership.

ARTICLE 4 • MANAGEMENT RIGHTS

1. The FOP and its members recognize and agree that the Town has the sole and exclusive right to manage and direct any and all of its operations, including the Police Department. Accordingly, the Town specifically, but not by way of limitation, reserves the sole and exclusive right to:

- a. decide the scope of service to be performed and the method of service;
- b. hire and/or otherwise determine the criteria and standards of selection for employment;
- c. fire, demote, suspend or otherwise discipline for just cause;
- d. promote and/or otherwise establish the criteria and/or procedure for promotions within and without the bargaining unit;
- e. transfer employees from location to location and from time to time;
- f. lay off and/or relieve employees from duty;
- g. determine the starting and quitting time and number of hours and shifts to be worked;
- h. determine the allocations and content of job classifications;
- i. formulate and/or amend job descriptions;
- j. merge, consolidate, expand, curtail or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the Town good business judgment makes such curtailment or discontinuance advisable, provided only that the Town give ninety (90) days advance notice to the FOP;
- k. contract and/or subcontract any existing or future work, provided only that the Town give ninety (90) days advance notice to the FOP;

- l. expand, reduce, alter, combine, assign, or cease any job;
- m. determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- n. control the use of equipment and property of the Town;
- o. determine the number, location, and operation of headquarters, annexes, substations and/or divisions thereof;
- p. schedule and assign the work to the employees and determine the size and composition of the work force;
- q. determine the services to be provided to the public, and maintenance procedure, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- r. take whatever action may be necessary to carry out the mission and responsibility of the Town in unusual and/or emergency situations;
- s. test employees for drugs, alcohol and/or controlled substances, using recognized testing methods and procedures, based upon the reasonable suspicion standard. The Town agrees that, with respect to testing for drugs and/or controlled substances, the Town will utilize the EMIT screening test and GC/MS confirmatory test. Further, a split sample of urine will be obtained. In the event an employee tests positive for drugs and/or controlled substances, the employee may have a portion of the remaining urine specimen tested at an independent, accredited laboratory utilizing accepted industry standard procedures. The second test is at the employee's own expense.
- t. formulate, establish, amend, revise and implement (Town and/or departmental) policies or rules and regulations;

u. formulate, establish, amend, revise and implement (Town and/or departmental) programs and/or procedures; and

v. require employees to observe and obey the Town's (and/or departmental) policies, procedures or rules and regulations.

2. The above rights of the Town are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the Town in its general capacity as management. Any of the rights, powers, and authority that the Town had prior to entering into this collective bargaining agreement are retained by the Town, except as specifically abridged, delegated, granted or modified by this Agreement.

3. If the Town fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the Town's right to exercise any or all of such functions.

ARTICLE 5 • WORK STOPPAGES

1. The FOP agrees that, under no circumstances, shall there be any work stoppages, strike, sympathy strike, safety strike, jurisdictional dispute, walkout, sit-down, stay-in, sick-out, or any other concerted failure or refusal to perform assigned work for any reason whatsoever, or picketing in the furtherance of any of the above-prohibited activities. Further, no bargaining unit personnel shall refuse to cross any picket line at any location, whether the picketing is being engaged in by the FOP or any other employee organization or union, nor shall any bargaining unit employee refuse to cross any picket line if it would cause the employee to either stop or delay the employee from reporting to work and/or it in any way hinders or prevents any employee from carrying out his job duties.

2. The FOP agrees that the Town shall retain the sole and exclusive right to discharge or otherwise discipline some or all of the employees participating in or promoting any of the activities enumerated in paragraph 1, above.

3. It is recognized by the parties that the activities enumerated in paragraph 1 above are contrary to the ideals of professionalism and to the Town's community responsibility. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Town shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.

4. For the purpose of this Article, it is agreed that the FOP shall be responsible and liable for any of the above-described act(s) committed by its officers, agents, and/or representatives unless it immediately notifies the Town as well as its officers, agents and/or representatives that it disclaims and does not support such conduct.

ARTICLE 6 • GRIEVANCE AND ARBITRATION PROCEDURE

A. Non-Disciplinary Grievances

1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of non-disciplinary grievances between the parties. For the purposes of Section A of this Article, a non-disciplinary grievance is limited to and defined as any dispute, difference or controversy involving the application or interpretation of this Agreement.

2. Time is considered to be of the essence for purposes of this Article. Accordingly, any non-disciplinary grievance not submitted or processed by the grieving party or the FOP in accordance with the time limits provided below shall be considered conclusively abandoned and shall be barred, forfeited and foreclosed for all contractual and/or legal purposes and shall result in the forfeiture of all rights to arbitration. Any non-disciplinary grievance not answered by the Town within the time limits provided below will automatically advance to the next higher step of the grievance procedure.

3. Non-disciplinary grievances shall be presented in the following manner:

STEP 1: The employee shall first take up his/her grievance with the Police Chief within ten (10) working days of the occurrence of the event(s) which gave rise to the grievance. Such grievance shall be presented in writing, shall be signed by the employee and shall specify: (a) the date of the alleged grievance; (b) the specific article or articles of this Agreement allegedly violated; (c) the facts pertaining to or giving rise to the alleged grievance; and (d) the relief requested. The Police Chief or his/her designee shall, within ten (10) working days after the presentation of the grievance (or such longer period of time as is mutually agreed upon), render his/her decision on the grievance in writing.

STEP 2: In the event that the employee is not satisfied with the disposition of the grievance at STEP 1, he/she shall have the right to appeal the STEP 1 decision to the Town Manager within ten (10) working days after the date of the issuance of the STEP 1 decision. Such appeal must be accompanied by the filing of a copy of the original written grievance, together with a letter signed by the employee requesting that the STEP 1 decision be reversed or modified. The FOP and/or grieving employee must meet with the Town Manager ten (10) working days (or such longer period of time as is mutually agreed upon) after the grievance is advanced to STEP 2. The Town Manager shall, within ten (10) working days (or such longer period of time as is mutually agreed upon) after the meeting render his/her decision in writing.

STEP 3: In the event that the employee is not satisfied with the disposition of the grievance at STEP 2, he/she shall have the right to appeal the STEP 2 decision to the Mayor within ten (10) working days after the issuance of the STEP 2 decision. Such appeal must be accompanied by a copy of the original grievance and all responses, together with a letter signed by the employee requesting that the STEP 2 decision be reversed or modified. The Mayor shall, within ten (10) working days (or such longer period of time as is mutually agreed upon), render his/her decision in writing.

For the purposes of this Article a working day is Monday through Friday, excluding Saturday and Sunday and observed holidays.

4. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the FOP and the Town, it shall be presented directly at STEP 2 of the grievance procedure within the time limit provided for the submission of a grievance at STEP 1. The grievance shall be signed by the aggrieved employees or the FOP representative on their behalf.

5. In the event that a non-disciplinary grievance has not been resolved to the satisfaction of the FOP at STEP 3, the FOP may request that the non-disciplinary grievance be submitted to arbitration within seven (7) working days after the issuance of the STEP 3 decision.

6. The arbitrator may be any impartial person mutually agreed upon by the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the parties shall jointly request the Federal Mediation Conciliation Services ("FMCS") to furnish a list of seven (7) names. Upon receipt of the FMCS list, the parties shall within ten (10) working days and beginning with the Union, each alternately strike, one at a time, two names from the list. The person whose name remains on the list shall be the arbitrator. The parties shall jointly notify the arbitrator that he/she has been selected. Each party may object to all the names on the list, provided the objection is made prior to the commencement of the striking process. If this happens, the party rejecting all the names on the list will request and pay for a new list from FMCS.

7. The Town and the FOP shall mutually agree in writing to the statement of the grievance to be arbitrated prior to the arbitration hearing. The arbitrator, thereafter, shall confine his/her decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his/her consideration and determination to the issues raised in the grievance presented in STEP 1 of the grievance procedure, or STEP 2 in the case of a "class grievance" filed pursuant to paragraph 4 above, including any Town defenses.

8. The arbitrator shall have no authority to substitute his/her judgment for that of management and can reverse or modify management only where the arbitrator finds that management acted arbitrarily and capriciously. Further, the arbitrator has no jurisdiction or

authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a non-disciplinary grievance as defined in this Article, except to the extent as specifically provided herein.

9. The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question(s) presented to him/her, which question(s) must be actual and existing. The arbitrator shall issue his/her award within thirty (30) calendar days after the close of the hearing or such longer period of time as is mutually agreed upon, and shall furnish copies of such award to both parties.

10. Consistent with the provisions of the Florida Public Employee Relations Act, Chapter 447, Part II, Florida Statutes, it is mutually acknowledged and agreed that this collective bargaining agreement shall be administered within the amounts appropriated by the Town for funding of the Agreement. Accordingly, and notwithstanding any other provision of this Agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision of law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate, or cause the Town to have or bear any expense, debt, cost, or liability which would result, directly or indirectly, in the Town exceeding the amounts initially appropriated and approved by the Town for funding in this Agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

11. Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The impartial arbitrator's fee and

related expenses and expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share such cost.

12. The arbitrator's award shall be final and binding on the parties.

13. The FOP will be furnished with a copy of each grievance filed by an employee within the bargaining unit, and the Town's response(s) thereto.

14. Employees may request to have a FOP representative present at any Step of the grievance procedure.

15. The FOP will not be required to process the grievances of non-members. However, the FOP agrees that it will provide the Town with a written explanation regarding each non-member grievance which it declines to process.

B. Disciplinary Grievances

1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of disciplinary actions taken against the members of the bargaining unit.

2. As provided for in the Town's charter, all disciplinary action shall be taken by the Mayor.

3. Any disciplinary action involving a suspension without pay, demotion, or termination may be appealed to the Town's Personnel Appeals Board ("PAB"). Such appeal must be made in writing within five (5) working days after the issuance of the disciplinary action. The PAB, within thirty (30) working days or upon a mutually agreed date, shall conduct a full evidentiary *de-novo* hearing and may increase, decrease, or sustain the disciplinary action taken by the Mayor.

4. Any disciplinary action less than a suspension without pay is final and may not be grieved or appealed to the PAB or arbitration. An employee, however, may write a response to his/her grievance that will be placed in his/her personnel file.

5. In the event that the disciplinary action described in Section 3 above has not been resolved to the satisfaction of the FOP by the PAB, the FOP may request that the disciplinary action be submitted to arbitration within ten (10) working days after the issuance of the PAB decision.

6. The arbitrator may be any impartial person mutually agreed upon by the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the parties shall jointly request the FMCS to furnish a list of seven (7) names. Upon receipt of the FMCS list, the parties shall within ten (10) working days, and beginning with the Union, each alternately strike, one at a time, two names from the list. The person whose name remains on the list shall be the arbitrator. The parties shall jointly notify the arbitrator that he/she has been selected. Each party may object to all the names on the list, provided the objection is made prior to the commencement of the striking process. If this happens, the party objecting to all the names on the list will request and pay FMCS for another list.

7. The Town and the FOP shall mutually agree in writing to the issue(s) to be arbitrated prior to the arbitration hearing. The arbitrator, thereafter, shall confine his/her decision to the particular issue thus specified. In the event that the parties fail to agree on the issue to be submitted to the arbitrator, the arbitrator will confine his/her consideration and determination to the issue decided by the PAB and the response of the other party.

8. The arbitrator has no jurisdiction or authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Article.

9. The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question(s) presented to him/her, which question(s) must be actual and existing. The arbitrator shall issue his/her award within thirty (30) calendar days after the close of the hearing or such longer period of time as is mutually agreed upon, and shall furnish copies of such award to both parties.

10. Consistent with the provisions of the Florida Public Employee Relations Act, Chapter 447, Part II, Florida Statutes, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts appropriated by the Town for funding of the Agreement. Accordingly, and notwithstanding any other provisions of this Agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision of law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate, or cause the Town to have or bear any expense, debt, cost, or liability which would result, directly or indirectly, in the Town exceeding the amounts initially appropriated and approved by the Town or funding in this collective bargaining agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

11. Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The impartial arbitrator's fee and

related expenses and expenses obtaining a hearing room, if any, shall be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share such cost.

12. The arbitrator's award shall be final and binding on the parties.

13. The FOP will be furnished with a copy of each grievance filed by an employee within the bargaining unit, and the Town's response(s) thereto.

14. Employees may request to have a FOP representative present at any Step of the grievance procedure.

15. The FOP will not be required to process the grievances of non-members. However, the FOP agrees that it will provide the Town with a written explanation regarding each non-member grievance which it declines to process.

ARTICLE 7 • DEPARTMENTAL RULES AND REGULATIONS

1. It is agreed and understood that the Town and the Police Department currently have certain Rules and Regulations. The FOP agrees that, consistent with Article 4, paragraph 1, §§ (t), (u) and (v), said Rules and Regulations (including Departmental Standard Operating Procedures) shall be formulated, established, amended, revised and implemented in the sole and exclusive discretion of the Town.

2. It is agreed and understood that one (1) copy of any Rules and Regulations which are new and/or which replace, update, and/or supersede the Town's or Department's present Rules and Regulations will be posted in the police station upon adoption or as soon thereafter as practicable. Rules and Regulations shall become effective when they receive the final approval of the appropriate authority. The Town will furnish one (1) copy of its Rules and Regulations to the FOP.

3. The Town shall give a copy of any newly proposed rule or regulation, as well as any proposed amendment or revision to a rule or regulation, to the FOP. The FOP shall submit any comments it may have concerning said proposal, in writing, within five (5) calendar days. Any such written comments submitted by the FOP shall be considered. However, as provided in Article 4 and paragraph 1, above, the Rules and Regulations will be formulated, amended, revised and implemented in the sole discretion of the Town. In the case of an emergency, the Town may implement a rule or regulation without advance notice. In that event, a copy of the rule or regulation will be provided immediately to the FOP and each bargaining unit member.

ARTICLE 8 • UNION BUSINESS

1. The bargaining committee for the FOP shall consist of not more than two (2) representatives. The FOP will furnish the Town with a written list of its bargaining committee, prior to the first bargaining meeting, and any substitution or changes thereto. Time spent in negotiations will not constitute time worked for overtime computation purposes.

2. The names and shift assignments of all FOP representatives and agents shall be given in writing to the Town Manager's office as well as any change in such list prior to the effective date of their assuming duties of office. Such notification shall be made by an officer of the Union.

3. Copies of special orders, general orders or training bulletins affecting members shall be made available to the Town's FOP representatives, upon request.

4. Solicitation of any and all kinds by the FOP, including solicitation of membership and the collection of Union monies, shall not be engaged in during working hours.

5. The Town will permit members who are also elected or appointed FOP representatives to attend negotiations and/or process grievances for up to a total of sixteen (16) hours each fiscal year without loss of pay. Time off will only be granted in instances where no overtime will result. Time spent in excess of this sixteen (16) hours will be without pay.

ARTICLE 9 • CHECKOFF

1. Any member of the FOP who has submitted a properly executed dues deduction card or statement to the Town Manager in accordance with the below-prescribed format may, by request in writing, have his membership dues and uniform assessments in the FOP deducted from his wages. Dues shall be deducted weekly and shall be transmitted to the FOP within thirty (30) days. If an employee does not have a check due him, or if the check is not large enough to satisfy the deduction, no collection shall be made from the employee for that week. The Town shall have neither responsibility nor liability for any monies once sent to the FOP, nor shall the Town have any responsibility or liability for the improper deduction of dues. Further, the FOP shall hold the Town harmless for any and all errors in the administration of the dues deduction system.

2. It shall be the responsibility of the FOP to notify the Town Manager of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the Town be required to deduct FOP fines, penalties, or special assessments from the wages of any member.

3. Any member of the FOP may, on thirty (30) days' notice to the Town and the FOP, request that the Town cease deducting from his wages.

4. The FOP will pay the Town for the actual cost of implementing the dues checkoff as well as for any costs incurred in changing the amount of dues.

5. A request for dues deduction as well as a request to cease dues deductions must be submitted to the Town on a form mutually agreed upon by the Town and the FOP.

ARTICLE 10 • BULLETIN BOARDS

1. The Town shall provide one (1) glass enclosed bulletin board for the use of the FOP for official business only. The Union agrees that it will limit its use of the bulletin board to the posting of the following items:

- Notices of FOP meetings,
- FOP elections,
- Reports of FOP Committees,
- Ruling and policies of FOP,
- Recreational and social affairs of the FOP, and
- Notice by public bodies.

Any notice or item placed on the bulletin board shall bear on its face the legible signature of the person responsible for generating the item or notice to be posted on the bulletin board. A copy of each notice to be posted shall be sent to the Police Chief or his designee.

2. Only the FOP duly elected Local President will have a key for this glass enclosed bulleting board.

3. The Police Chief or his designee shall have the right to request the removal of any postings from the glass enclosed bulleting board that does not strictly comply with the provisions of this Article.

4. The failure of the FOP to immediately remove a non-complying posting from the glass enclosed bulleting board as requested by the Police Chief or his designee will result in the dully elected president and /or the individual signing the posting to be charged with insubordination and disciplined accordingly.

ARTICLE 11 • HOURS OF WORK AND OVERTIME

1. A work day is defined as a scheduled number of hours within a twenty-four (24) hour period beginning at midnight and continuing through 11:59 p.m. A work week is defined as a scheduled number of work days within a seven (7) day period beginning at 12:01 a.m. on Saturday and continuing through midnight on Friday.

2. The work week of employees covered by this Agreement consists of forty (40) hours within the seven (7) day work week, with at least two (2) consecutive days off duty. However, it is agreed that the Police Chief may, in his sole and exclusive discretion, change the existing work day and/or work week. In that event, he will establish the working hours which he, in his sole and exclusive discretion, determines are best suited to meet the needs of the Department. Whenever a change in the work schedule is made, every effort will be made to provide two (2) consecutive days off work within the work week. At the Town Manager's and the Police Chief's discretion work shifts may be modified from five eight (8) hour shifts to four ten (10) hour shifts.

3. Whenever a shift rotation occurs, no bargaining unit employee shall be forced to work a double shift unless, in the sole and exclusive discretion of the Police Chief, it is deemed absolutely necessary. Bargaining unit employees rotating from one shift to another shall be entitled to at least eight (8) hours of off-duty time before returning to work.

4. Except where an emergency exists, manpower is insufficient, for required training or if a special assignment is required by the Town, all such determinations being made in the sole and exclusive discretion of the Police Chief, bargaining unit employees will be given two (2) weeks notice, in writing, of any change in their regular hours of work.

5. Hours worked in excess of forty (40) in a work week will be compensated at the rate of time and one-half the employee's regular rate of pay; or, at the option of the employee, and with the approval of the Chief of Police or his designee, hours worked in excess of the regular forty (40) hour work week shall be compensated by the employee receiving compensatory time at the rate of one and one-half for each hour worked in excess of the regular forty (40) hour work week. For the purposes of determining hours worked, all authorized paid leave — with the exception of sick leave — will count as hours worked for overtime computation purposes. Recognizing that the Police Department has an obligation to provide sufficient manpower, accrued compensatory time may only be utilized at a time (or times) approved by the Police Chief, in his discretion. Employees covered by this Agreement will be allowed to accumulate compensatory leave throughout the year, up to a maximum cap of one hundred twenty (120) hours. The Police Chief may require that employees receive compensatory time in lieu of overtime payment in the event the Departmental overtime budget is exhausted.

6. Employees shall be paid for all hours of compensatory time accrued in excess of ~~forty (40)~~ fifty-five (55) hours at the end of each fiscal year, except as provided below. Each employee will receive payment for each hour of compensatory time in excess of ~~forty (40)~~ fifty-five (55) hours in the last paycheck received in the month of September each year. Except that an employee who has more than ~~forty (40)~~ fifty-five hours of compensatory time, may schedule the use of some of that "excess" compensatory time between September 30 and December 31 (in lieu of being paid for that excess compensatory time in the last paycheck in September), provided that the employee has submitted a written request to schedule that use of compensatory time off and that such written request has been approved in writing before July 1st of each year.

7. When it is necessary for the Town to require employees to return to work, not on or contiguous to their assigned shift, the Town agrees to compensate the employee for a minimum of three (3) hours at the rate of one and one-half (1-1/2) times the regular rate of pay.

8. When there is a time adjustment and the "clock falls back," and where an employee works a nine (9) hour shift, the employee will receive overtime for the 9th hour worked (provided she/he works the week in full). When the "clock springs forward", and an employee works seven (7) hours on the shift, the employee will be permitted to utilize compensatory time in order to be paid for the 8th hour.

9. On November 1st and May 1st of each year, the Town will provide a bid posting sheet for employees to place their bids shift(s) and days off requests by seniority to be effective January 1st and July 1st of each year. On June 1st and December 1st of each year the assignments will be posted. Within seven (7) calendar days of the date on which this Agreement is ratified by the parties, the Town shall post the proposed shift bids and days off for the period covering January ~~2008~~2015 through June ~~2008~~2018, and the employees shall thereafter have seven (7) calendar days within which to respond.

ARTICLE 12 • WAGES

1. ~~Effective October 1, 2011 police officer and police sergeant salaries will be frozen until September 30, 2012.~~ Effective October 1, ~~2012~~2014, ~~and~~ October 1, ~~2013~~2015, and ~~October 1, 2016~~ police officer and police sergeant salaries will be increased in accordance with the Salary Schedule attached to this Agreement as Addendum A.

2. Each employee shall, on the anniversary date of his/her rank, provided his/her performance has not been unsatisfactory, progress to the next higher step in the pay plan. If the Police Chief, after reviewing the employee's evaluation, determines that an employee's performance is below satisfactory, the employee will be reevaluated again in ninety (90) days. If the Police Chief, after reviewing the new evaluation, determines that the employee's performance is satisfactory or better, the employee will receive a prospective merit raise.* If the Police Chief determines that the employee's performance remains unsatisfactory, that decision may be appealed to the Town Manager, but not through the contractual grievance procedure. The Town Manager has the authority to modify an evaluation rating.

3. **Effective October 1, 2011 all longevity payments** shall be based on the employee's completed years of service on his/her anniversary date and shall be paid as follows:

<u>Completed Years of Service (YOS)</u>	<u>Longevity Payment</u>
10-14 YOS	\$1,000.00
15+ YOS	\$1,500.00

at the following Anniversary Dates, the employee shall be paid as follows

These amounts will be paid in the month in which the employee meets their anniversary. Any employee who, as of the date this agreement is fully ratified by the parties, already has

* A deferral will not affect an employee's anniversary date.

received his/her longevity payment for the fiscal year beginning October 1, 2011, will not receive an additional longevity payment for that fiscal year.

There will be no pro rata payments of longevity pay.

Longevity payments will not be cumulative.

4. Only employees who are actually employed on the date of ratification by both parties are eligible for any retroactive pay increases.

5. Effective upon ratification of this contract, a police officer assigned to work as a Detective shall receive one hundred and twenty five dollars (\$125.00) per month or may elect to have a take home vehicle assigned subject to the rules governing take home vehicles for each month he/she is assigned as a Detective.

6. Effective upon ratification of this contract, a police officer assigned to the Marine Patrol Function shall receive one hundred and twenty five dollars (\$125.00) per month or may elect to have a take home vehicle assigned subject to the rules governing take home vehicles for each month he/she is assigned as a Detective.

A police officer assigned as back up for this duty will receive sixty-five dollars (\$65.00) per month for each month assigned as back up.

7. Effective upon ratification of this contract, a police officer assigned to the K-9 Unit shall receive sixty-five (\$65.00) per month for each month he/she is assigned as a member of the K-9 Unit and shall have a take home vehicle assigned, but is not subject to the rules governing take home vehicles so long that the Officer resides in Miami-Dade or Broward County.

8. In order to attract quality employees when a vacancy occurs, the Chief of Police may recommend to the Town Manager and Town Mayor, who has the ultimate authority over

hiring, to hire an experienced certified law enforcement officer at a higher rate of pay than Step 1 as shown in the salary schedule (Addendum A).

9. The Town will provide Educational Incentive Pay, under the terms set forth in this paragraph to non-probationary employees who qualify for the Incentive Pay. The decision as to whether an employee qualifies for the Educational Incentive Pay is subject to the approval of the Town Manager. To qualify for this Incentive Pay, the employee's academic degree must be from a fully accredited College or University and it must be in a discipline relevant to police work as defined by the State in the guidelines covering State educational incentives to police officers. An employee seeking Incentive Pay must submit a request to the Town Manager via the Chief of Police, with an original certified transcript which evidences the academic degree. The Educational Incentive Pay shall be as follows: seven-hundred and fifty dollars (\$750.00) per year for a qualifying Associates degree (or 60 qualifying college credits); one thousand two-hundred and fifty (\$1,250.00) per year for a qualifying Bachelors degree (or 120 qualifying college credits); or one thousand five-hundred (\$1,500.00) per year for a qualifying Master's degree or above. The Educational Incentive Pay shall be paid for only one degree and it shall be based upon the highest qualifying degree held (as determined by the Town Manager), and is not cumulative. The Educational Incentive Pay shall be applied to the base salary of the employee and paid incrementally through regular payroll beginning on the date that the Town Manager approves a degree as qualifying. The Educational Incentive Pay will never be paid retroactively prior to the initial date that the Town Manager has determined an employee's eligibility for the Incentive Pay for any degree.

ARTICLE 13 • SENIORITY

1. The Town agrees that seniority shall consist of continuous, accumulated, paid full-time service with the Town's Police Department. Seniority shall be computed from the date of appointment to a full-time permanent position and shall accumulate during the course of employment which is uninterrupted. Time lost for unpaid authorized leave of absence, suspension or separation due to lay-off shall not be included in the determination of continuous service. Authorized paid leave of absence (including workers' compensation leave) shall be included as part of continuous service. Seniority will be used for the following purposes:

a. Vacations for each calendar year shall be scheduled by employees on the basis of seniority in rank. However, the Town shall retain the right to disregard seniority preference in the event that it becomes necessary to do so in order to provide adequate coverage in any given vacation period, such determination being made by the Police Chief in his sole and exclusive discretion. Nothing contained herein shall be interpreted as restricting the Town's right to cancel or postpone any or all vacations during any given period in the event of disaster or emergency;

b. Non-probationary employees may request assignment to vacant shift positions. Provided that manpower/operational needs are met, in the Police Chief's discretion, seniority will be given preference in shift selection, and days off. This section will not preclude the establishment of a standard rotation system by the Department.

Employees shall be recalled from layoff in accordance with their seniority in the classification from which they were laid off. No new employee shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work; provided, however, that in the sole discretion of the Police Chief, such employees

are physically and mentally capable of performing the work available at the time of recall. No laid off employees shall retain recall rights beyond twelve (12) months from the layoff.

c. In the event of personnel reduction, employees shall be laid off in the inverse order of their seniority in their classification. If more than one (1) classification is affected, an employee laid off from a higher classification shall be given an opportunity to revert to the next lower classification. Upon reverting to a lower classification, an employee's seniority shall be determined by the date of his permanent appointment to that classification.

ARTICLE 14 • TRAINING

1. The Chief of Police may schedule employees covered by this Agreement for job-related training either during or outside their normal working hours in order to enhance the competency of the Town's Police Department and of its members. In this regard, the Police Chief, in his sole and exclusive discretion, may adjust the hours of work of any employee in order to have them engage in training while on duty. Where employees are required to train while off-duty, they will be paid at their regular straight time rate of pay for all hours actually spent in said required training, and said required off-duty training will count as hours worked insofar as overtime is concerned pursuant to Article 11 of the Agreement. This section pertains to training which employees are required to attend by direct order and/or for training received in order to maintain compliance.

2. Employees will not be compensated for voluntary training and said voluntary training will not count as hours worked for overtime computation training. If the Town advises an employee of available training and offers to pay all or part of tuition, but does not require an employee's attendance, such attendance will still be deemed voluntary.

3. Bargaining unit members are currently required by the F.D.L.E. to attend a 40-hour mandatory retraining course at an approved, State authorized facility every four (4) years. The Town will make a good faith effort to provide this training on Town time.

4. The Police Chief will make a good faith effort to permit employees to attend voluntary, job-related training over and above the 40-hour mandatory minimum subject to minimum manpower requirements.

ARTICLE 15 • UNIFORMS AND EQUIPMENT

1. All certified members of the bargaining unit will receive the following items upon employment.

Four (4) Short sleeve uniform shirts;

Four (4) summer uniform shirts;

Five (5) Pairs of trousers;

One-time issue jacket;

One (1) Set of raingear and one (1) pair of boots;

One (1) Bullet proof vest (It shall at minimum be a level 3-A)

One (1) Impact weapon for properly trained officers;

One (1) Name Tag;

One (1) Badge; and

One (1) shoulder Microphone.

One (1) Duty Weapon or the employee may elect to carry an approved (Chief of Police or designee) Glock with a minimum caliber of 40cal

One (1) Gun Holster for the Town Issued Duty Weapon

One (1) Duty Belt

One (1) Handcuff and Case

Two (2) Cartridge Cases

One (1) Radio Holder Case

One (1) Hand held radio

~~Two (2)~~Three (3) Pairs of Department Issued Shoes (~~One Two~~ pairs of duty shoes and One pair of Class A shoes)

At the discretion of the Chief of Police, all certified members of the bargaining unit may also receive Class A Leather gear.

2. Any part of an employee's uniform and other equipment issued by the Town will be replaced or repaired by the Town when such uniform or equipment is damaged (i.e., excluding normal wear and tear) in the line of duty. The decision of whether to replace or repair an item, as well as the decision as to whether an item was damaged in the line of duty, will be made by the Police Chief in his sole and exclusive discretion. An employee may have the Police Chief's determination reviewed by the Town Manager. As for "personal items," the Town will replace or repair personal items when damaged or destroyed due to assault to physical violence or accident. Repair or replacement will be limited to a maximum of \$200.00 per incident, excluding the cost of repairing or replacing prescription eye glasses.

3. The parties recognize and agree that it is in the best interest of all bargaining unit personnel to wear a bullet proof vest at all times while on duty. Therefore, all bargaining unit personnel are encouraged to wear bullet proof vests. In the event that a bargaining unit member requests and is provided with (or paid reimbursement for) a bullet proof vest, the type of bullet proof vest as well as a replacement bullet proof vest will be governed by "industry standards."

4. The Town will pay to employees covered by this Agreement a uniform cleaning allowance of one hundred fifty dollars (\$150.00) per quarter. However, employees must actually work more than one-half (1/2) of their assigned work days each quarter in order to be eligible to receive the cleaning allowance. Unkept uniformed employees may be progressively disciplined by the Town as deemed necessary.

5. The Global Positioning system found in each police patrol vehicle is not to be used to question police officers about routine police work unless a valid complaint is lodged against the employee.

6. The Town shall tint the windows of all police vehicles at a tint level selected by the Town Police Administration in order to protect employees from excessive sun exposure.

7. Any member shall be allowed to wear SPF long sleeve shirt under their uniform at their discretion.

ARTICLE 16 • VACATIONS

1. Employees covered by this Agreement shall receive paid vacations as follows:

- a. After one (1) year's employment -- ten (10) days;
- b. After five (5) years' employment -- fifteen (15) days;
- c. After ten (10) years' employment -- twenty (20) days. Vacation leave will be earned monthly on a pro rata basis.

2. Employees shall earn vacation credit from their first day of employment, but employees may only take vacation time upon completion of one (1) full year of continuous service. Subject to paragraph 5, below, upon termination in good standing, retirement or death, an employee or his/her heirs will be entitled to a lump sum payment for all vacation time that has been earned, but not paid.

3. Employees may be permitted to divide their vacation time into two (2) or more periods in the sole and exclusive discretion of the Police Chief or his designee.

4. Regular days off will not be charged against employees on vacation time.

5. Employees shall be permitted to accumulate up to twenty (20) vacation days. Vacation days in excess of twenty (20) will be forfeited if not taken within the year in which they were accrued, unless additional carry-over time is authorized in advance by the Police Chief. **Employees will be permitted to cash out up to five (5) vacation days in excess of twenty (20) vacation days maximum with authorization from the Police Chief.** No employee will be penalized if he/she could not have taken vacation days due to manpower shortage, emergency conditions, or denied vacation time during the year. Except for an employee's first year of employment, each employee covered by this Agreement will be required to take at least five (5) consecutive days annual leave each year.

ARTICLE 17 • HOLIDAYS

1. The Town recognizes the following designated holidays for bargaining unit employees:

New Years Day
Martin Luther King, Jr.'s Birthday
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Bargaining Unit employees will also receive a Floating Holiday as specified in Section 6, below.

2. Effective January 1, 2007, Columbus Day and Presidents' Day will be removed from the list of holidays above and will be substituted with two (2) Floating Holidays that must be taken during the calendar year (may be rolled over to the following year with approval of the Chief of Police). If the Floating Holidays are denied because of insufficient manpower and/or operational needs, they may be rolled over to the following year.

3. Subject to Section 4, below, all bargaining unit employees who work a ten (10) hour shift will receive -ten hours' pay for each of the above-designated holidays whether or not they actually work on the holiday. Employees who work on one of the above-designated holidays will also receive compensation at their regular straight time rate of pay for all hours actually worked on the holiday.

4. An employee will not receive holiday pay if: (1) the employee fails to work the scheduled work day immediately prior to and subsequent to the holiday; (2) the employee is on leave of absence; or (3) having been scheduled to work a holiday, the employee fails to report for work.

5. All bargaining unit members shall be afforded the opportunity to elect to receive either pay or compensatory time for all holidays. All compensatory time shall be governed by Article 11, Section 6. The election must be made, in writing, at least one pay period in advance of the holiday or the employee will be paid for the holiday.

6. Bargaining unit employees will be entitled to utilize one (1) Floating Holiday each fiscal year. The employee will select their Floating Holiday, which will be granted subject to sufficient manpower being available. The Floating Holiday must be utilized within the fiscal year or it will be forfeited. This Floating Holiday is an addition to the two Floating Holidays that employees may take during the calendar year as stated in Section 2 above.

7. Bargaining unit employees who have completed five (5) years of service will be entitled to use one (1) additional Floating Holiday per year. Effective October 1, 2007, bargaining unit employees who have completed ten (10) years of service will be entitled to use one (1) additional Floating Holiday per year. The employee will select their Floating Holiday, which will be granted subject to sufficient manpower being available. This additional Floating Holiday must be utilized within the fiscal year or it will be forfeited.

8. Bargaining unit members who work New Years eve may receive four (4) hours of additional administrative leave time if, at the sole discretion of the Town, the Town provides that benefit to all Town employees for that particular contract year; said time must be used by June of the following year or will be forfeited.

9. Bargaining unit members who work Christmas Eve may receive four (4) hours of administrative leave time if, at the sole discretion of the Town, the Town provides that benefit to all Town employees for that particular contract year; said time must be used by June of the following year or will be forfeited.

10. Bargaining unit members will be afforded an administrative day for their birthday. This additional administrative day must be taken either on their birthday or up to six months after or it will be forfeited.

ARTICLE 18 • SICK LEAVE

1. Employees shall accumulate sick leave at the rate of eight (8) hours of sick leave for each month of paid, full-time service to the Town. Probationary employees may accrue sick leave, but are not entitled to use it until after six (6) months of employment.

2. Except as provided in Section 3, below, sick leave is to be utilized solely for an employee's own illness(es). However, employees may be entitled to utilize sick leave for medical, dental or vision care appointments, provided they obtain the prior written approval of the Police Chief or his designee.

3. Employees may utilize up to five (5) days of sick leave each fiscal year in order to care for the employee's spouse or children who are ill. Documentation will be required after the third day of leave.

4. Employees who leave the Town in good standing (i.e., who retire or who resign) shall be entitled to payment of up to 750 hours their accumulated sick leave hours, to be computed at their rate of pay as of their last day worked, in accordance with the following schedule:

- a. Less than ten (10) years service fifty percent (50%);
- b. More than ten (10) years service seventy-five percent (75%)

The 750 hour cap is the maximum amount of hours that the Town will be required to pay out, based upon the above-noted schedule, to an employee who leaves employment in good standing, but that cap is not a limit on the amount of sick leave hours that an employee may accumulate for use. For the purposes of this Article, an employee will not be deemed to have "left the Town in good standing" if he or she is discharged for cause.

5. Notwithstanding any other provisions of this Article, the parties recognize and agree that sick leave is a privilege --- not a benefit --- and that, from time to time, employees abuse this privilege. As a general rule, it is agreed that employees will not be required to provide a doctor's note for illnesses of three (3) days or less. If an officer is absent due to illness for more than three (3) days, the Town may require the officer to provide a doctor's note that certifies the officer is fit and authorized to return to duty. However, the parties further recognize and agree that the Police Chief and/or Town Manager may take any steps that they, in their sole and exclusive discretion, deem appropriate to strictly administer and enforce the sick leave policy contained herein in such a manner as to eliminate abuse of this sick leave privilege.

6. Any employee who has an accrued balance of 300 hours or more of sick leave on September 1st of each year, may submit a request to cash-in not less than 10 hours, nor more than 80 hours, of such accrued sick leave at 100% of the employee's current rate of pay. The request shall be submitted to the Chief of Police on or before September 5th of each year and, after verification of eligibility, payment for such sick leave will be tendered to the employee in the last paycheck of September of that year.

7. Bargaining unit employees who do not use non pre-approved sick leave or comp time for a six (6) month period (i.e., October 1st to March 31st or April 1st. to September 30th) will be permitted to convert two (2) sick days for eight (8) hours of vacation and four (4) hours of administrative leave time. Said administrative leave time must be used within one year of earning said hours or they will be forfeited.

ARTICLE 19 • ON-THE-JOB INJURY

1. When an employee covered by this Agreement is compelled to be absent from duty because of an injury or illness determined to be compensable under the provision of the Workers' Compensation Act, the employee shall be entitled to receive a supplement from the Town which, when combined with the officer's Workers' Compensation benefits, equals the officer's full net pay. The employee will be eligible to receive the supplemental payment from the Town until:

- a. the employee is determined to be permanently unable to return to his or her regular employment with the Town; or
- b. the employee returns to light duty work, as provided below, or
- c. the employee is awarded a disability pension from the Town; or
- d. Six (6) months have passed since the employee began receiving the above benefit.

2. In the event that the employee is unable to return to work after six (6) months, the Town Manager may, in his/her sole and exclusive discretion, extend the employee's ability to receive supplemental pay for up to an additional six (6) calendar months. To be eligible for any extensions, the employment must, if directed by the Town Manager, submit to a physical and/or psychological examination to return to duty. The Town Manager may, in his/her sole and exclusive discretion, at any time during the extension, terminate such extension if he/she determines that the extension is no longer in the best interest of the Town. In that event, or if no extension is granted in the first place, the employee, at the sole and exclusive discretion of the Town Manager, may either be placed on leave status (and be allowed to exhaust all accrued leave) or separated from employment.

3. When so directed by the Town, any employee out of work due to an on-the-job injury or illness shall present himself/herself for a medical (physical and/or psychological) examination. The Town will bear the full expense of that examination. The failure of such employee to present himself/herself for an examination as directed will operate to automatically terminate any payments under this Article. It may further result in disciplinary action up to and including termination.

4. As a condition of receiving the supplemental benefits provided for herein, the Town may require (but is under no obligation to provide) the employee to perform light duty work as deemed appropriate by the Town Manager.

5. When an employee is out of work due to an on-the-job injury or illness, the employee shall receive full pay immediately from the day he was out of work from the Town and or Workers' Compensation. There shall be no 21 day rule.

ARTICLE 20 • FUNERAL LEAVE

1. Upon approval of the Chief of Police, employees covered by this Agreement may be granted time off with pay at their straight time rate in order to attend a funeral in the event of a death in the employee's immediate family. Except as provided below, said paid time off will not exceed three (3) consecutive working days in the event of a death which occurs within the State of Florida and said paid time off will not exceed five (5) consecutive working days in the event of a death which occurs outside the State of Florida.

2. The employee's immediate family shall be defined as the spouse of the employee; natural, foster or step-parents of the employee; children or step-children of the employee; mother-in-law or father-in-law of the employee; brother-in-law or sister-in-law of the employee; son-in-law or daughter-in-law of the employee; natural, half or step-brothers or sisters of the employee; grandparents of the employee or any relative of the employee residing in the employee's household.

3. Should an employee require additional time other than provided in paragraph 1, above, he may request the additional time from the Chief of Police. The Police Chief may approve such additional leave in his sole and exclusive discretion. Also, the Police Chief may, in his sole discretion, grant additional leave and require that it be charged to the requesting employee's accrued leave time.

4. The Town reserves the right to require documentation supporting all approval of bereavement leave after the employee returns to work.

5. It is mutually agreed that such bereavement leave must be taken within seven (7) days from the date of death.

ARTICLE 21 • MILITARY LEAVE

1. Employees covered by this Agreement who are members of the Florida National Guard, the Naval Militia, or members of other reserve components of the Armed Forces of the United States shall be entitled to take a leave of absence from their respective duties without loss of pay for such time as they are in military service or field training for a period not to exceed seventeen (17) consecutive days in any one calendar year those periods of time required by state or federal law. Said employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. Such order or statement must accompany the formal request for military leave.

ARTICLE 22 • COURT TIME

1. When an employee covered by this Agreement is required to appear in court (including court-related activity such as depositions, filing of cases, conferences with judges or prosecutors) outside his regularly scheduled hours of work, concerning a matter arising out of the performance of his official police duties, the Town shall pay said employee for the time actually spent in court and in said court-related activity (excluding travel time). Employees will be guaranteed a minimum of three (3) hours pay at the rate of one and one-half (1-1/2) times their regular straight time rate of pay for off-duty court appearances. Payment for court time will be made only upon the employee presenting the Police Chief or his designee with the subpoena requiring the employee to appear in court. Any witness fee or other fee tendered to the employee regarding his/her court appearance must be returned to the Town. No "extra" payment will be made to employees for court appearances within their regularly scheduled hours of work.

ARTICLE 23 • HEALTH INSURANCE

1. The Town agrees to provide health insurance for its regular full-time employees. The premium paid by the Town shall be 100% of the full single coverage premium for the employee, including any increases in said premium during the term of this Agreement. The Town will offer dependent health insurance coverage to its regular full-time employees. The Town will pay 50% of the premium for dependent coverage for those employees who elect said coverage.

~~2. Effective October 1, 2006, all covered employees will contribute twenty dollars (\$20.00) per biweekly pay period towards the cost of their health insurance premium regardless of the type of coverage plan the employee selects for enrollment.~~

3. Effective on the first open enrollment period after the ratification of this Agreement, employees will have the opportunity to opt-out of the Town's health insurance plan with proof of medical coverage with another insurance provider. Employees selecting to opt-out of the Town's health insurance plan program will be reimbursed monthly one-half (½) of the Town's cost of individual HMO coverage. Employees who are hired and do not want to receive the Town's health insurance, and have proof of medical coverage with another insurance provider, shall be reimbursed monthly one half (1/2) of the Town's cost of individual HMO coverage. The reimbursement shall begin as soon as the employee is hired. The employee may elect to opt in the program after having opted out or never been in at the next enrollment period.

4. The health insurance company shall be selected by the Town in its sole discretion, and the Town may change insurance companies at its discretion. In the event the Town changes insurance companies, the Town will attempt to provide sixty (60) days notice prior to any change in health insurance companies.

5. In the event the Town decides to change insurance companies, the Town will request the new company to cover all employee pre-existing conditions. The Town will also request that insurance coverage under the Town's policy be made available to retirees (at their expense).

ARTICLE 24 • PROMOTIONS

1. The Employee Organization recognizes that, pursuant to Article 4, paragraphs 1, § (d), the Town has and retains the sole and exclusive right to promote and/or otherwise establish the criteria and/or procedure for promotions within and without the bargaining unit. An employee will be promoted upon the recommendation of the Police Chief and with the approval of the Town Manager.

2. When there is a vacancy of sergeant position and eligible list the Town shall fill the vacancy with a bargaining unit member of the town within ninety (90) days.

3. Only certified law enforcement officers with two (2) years full time with the Town of Golden Beach Police department will be eligible for said promotion. The promotional process to the rank of sergeant will consist of the following:

- a. A written examination consisting of one hundred (100) multiple choice questions. A minimum passing score of 70% or higher before being eligible to proceed to the second phase of the examination process, the “assessment”. The questions shall come from selected Town of Golden Beach Ordinances, the Golden Beach Police Department Regulation Manual and Administrative Orders, the current F.O.P. Contract and selected material from the 2012 Florida Law Enforcement Handbook.
- b. Upon completion of the written one hundred (100) question examination and receiving a passing score of 70% or higher, the candidate will then proceed to the second phase of testing consisting of the “Badge” Oral video taped assessment exercises. The exercises will consist of four (4) separate scenarios based from the study materials used during the first phase of testing. The

candidate must receive a passing score of 70% or higher. Each phase of the examination will carry 50% of the total overall score. The testing shall be conducted by the Miami-Dade College School of Justice.

4. In order to fill said vacancy, ninety (90) days prior to the sergeant's promotional examinations, the Town notice and post the date and place of the testing. The employee shall notify the Chief of their intent to take the exam within thirty (3) days after the notice was issued and posted.

5. Promotions to the rank of sergeant shall occur only after an eligible candidate has received a passing score of 70% or higher on both phases of the examination. In the event of a tie score the candidate with the most seniority with a full time position shall prevail.

6. The Town Manager (with a recommendation from the Police Chief and subject to final approval of the Mayor) will promote from the top three (3) persons on the promotional list the person he/she, in his/her sole and exclusive discretion, determines is best suited for the job. An employee passed over pursuant to this section shall be entitled upon request to a reason for such a decision. The list shall remain valid for two (2) years from the date posted or when no one is left on the list.

7. Officers promoted to Sergeant's rank will receive appropriate training during the probationary period as scheduled where practicable, during normal duty hours. The probationary period shall be nine (9) months from date of appointment.

8. An employee who is promoted shall immediately receive applicable compensation for the appropriate rank.

9. Any member who is designated as an Acting Sergeant or Officer in Charge shall receive a five percent (5%) pay increase while performing such duties.

10. There shall be a minimum of three (3) sergeants.

ARTICLE 25 • PROBATION

1. The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the employee's work and for securing the most effective adjustment of the new employee to his/her position, and for "separating" employees whose performance does not meet the required standards.

2. The standard probationary period for all new employees will be twelve (12) months of continuous employment from the date the employee begins working as a paid, full-time, sworn and certified employee. Upon the expiration of this time period, the Police Chief shall either approve or reject, in writing, retention of the employee. In the event the employee does not successfully complete the probationary period, the employee will be separated from employment, said separation being absolutely final, with no rights of appeal to any authority, including the grievance/arbitration procedure contained herein. It is expressly agreed that the Police Chief must approve or reject an employee's attaining regular status within fifteen (15) days after the expiration of the above-referenced probationary period.

3. During an employee's probationary period he serves at the will and pleasure of the Town. Accordingly, no probationary employee may grieve, or otherwise challenge, any decision involving assignment, discipline, layoff or discharge (for whatever reason). Probationary employees may otherwise utilize the grievance/arbitration procedure contained in this Agreement.

4. In the event an employee receives a promotion from a lower to a higher bargaining unit position, that employee shall serve a probationary period of nine (9) months (of continuous employment) from the date of promotion. At any time prior to the expiration of this probationary period, a promoted employee may voluntarily revert to the classification he held

prior to promotion. The Chief of Police has the right to pass or fail a promotional employee at any time during this nine (9) months probationary period. In the event the employee is not retained in the promoted position, the employee shall automatically revert to his/her former classification from which he/she has been promoted. Such reversion shall be final and the employee shall have no right of appeal to any authority including the grievance/arbitration procedure contained in the agreement. It is expressly agreed that the Police Chief must approve or reject an employee's attaining regular status within fifteen (15) days after the expiration of the above-referenced probationary period.

ARTICLE 26 • PREVAILING RIGHTS

1. It is agreed that, during the term of this Agreement, the Town will continue its current practice with respect to the following past practices:

- a. The Town will continue to provide a coffee pot at the Police Substation .
- b. The Town will provide a comfortable desk chair in the Police Substation ;
- c. The Town will continue to permit bargaining unit employees to utilize existing shower facilities and the upstairs at Town Hall;
- d. The Town will continue to permit unit employees to eat their lunch in the Police Substation on those occasions when they do not take a meal break outside of the Town. However, the officer on duty at the Police Substation is not to eat his lunch in the Police Substation while on duty;
- e. The Town will continue to provide a refrigerator and microwave oven at the Police Substation ; and the Town will continue its practice regarding providing police radios to unit members;
- f. The Town will continue to permit bargaining unit employees to maintain and utilize the am-fm stereo radio currently in the Police Substation .

ARTICLE 27 • SEVERABILITY CLAUSE

Should any provisions of this collective bargaining agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 28 • PROHIBITION AGAINST RE-OPENING OF NEGOTIATIONS

1. Except as specifically provided herein, neither party hereto shall be permitted to reopen or renegotiate this Agreement or any part of this Agreement. This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions, and all other matters which have been or could have been negotiated by and between the parties prior to the execution of this Agreement.

2. The Town, in its sole discretion, may reopen this Agreement for the sole purpose of negotiating additional provisions, or modification of existing provisions thereto where new federal, state or county legislation, regulations or ordinances have created a hardship upon the Town in implementing any of the terms of this Agreement. In that case, the parties, at the Town's request, shall promptly meet to negotiate such new provisions, or revisions of existing provisions as would alleviate the hardship upon the Town.

3. Except as otherwise provided herein, this Agreement may be reopened only with the mutual written agreement of the parties hereto.

ARTICLE 29 • EXTRA-DUTY POLICE EMPLOYMENT

1. Any bargaining unit employee (except for officers engaged in their initial field training, or an officer subject to an active I.A. investigation) may work extra-duty police employment during his or her off-duty hours, provided such extra-duty employment does not interfere with the employee's ability to work his or her normal duty schedule. Such employment shall be limited to geographical areas in which the Town maintains a mutual aid agreement with the law enforcement agency which has primary jurisdiction of such area.

2. The Town will furnish, if available, a hand-held radio unit to an employee working approved extra-duty detail.

3. The Town may promulgate department rules regulating off-duty and/or extra duty employment including, but not limited to, types of businesses for which police officers can and cannot work (strip clubs, etc.), the maximum number of hours police officers may work extra duty per day or week, restrictions/limitations on off duty/extra duty for employees who are on probation, etc.

4. The Town shall have the right to charge off-duty employers an additional fee (not to exceed 20% of the amount received by the officer) to defray administrative and/or other costs incurred by the application of this Article.

5. Employment under the provisions of this Article shall not be considered as joint employment. Hours worked as extra duty shall not be considered as hours worked for the Town of Golden Beach.

ARTICLE 30 • DRUG FREE AND ALCOHOL FREE WORKPLACE POLICY

1. The Town and the FOP recognize that employee substance and alcohol abuse has an adverse impact on Town government, the image of Town employees, the general health, welfare and safety of employees, and to the general public at large. Therefore, it is in the best interest of the parties to negotiate over the subject of drug and alcohol testing.

2. Using, selling, possessing or being under the influence of drugs or controlled substances is prohibited. "Under the influence" as used in this Article shall be defined as those amounts of drugs, alcohol or controlled substances in an employee's system at levels which are specified within this Article and/or for which there are state and/or federal standards. "Drugs or controlled substances" as used in this Article shall be defined as illegal substances, controlled substances, substances which may legally be prescribed but which were not prescribed for the particular employee and/or prescribed drugs used by the particular employee in non-conformance with the prescription. Employees are further prohibited from consuming alcohol on duty and/or abusing alcohol off duty to the extent that such use and/or abuse tends to have an effect upon the performance of their job functions.

3. The Town has the right to randomly drug/alcohol test any bargaining unit employee. In addition to random testing, the Town shall apply the reasonable suspicion standard in ordering testing for drugs, alcohol or controlled substances.

4. Testing for drugs or controlled substances shall be done through a blood, urine, and/or hair follicle analysis at the Town's discretion. Testing for alcohol will be done through a blood analysis or through an intoxalyzer. Blood samples shall be taken to test for alcohol and/or drugs or other substances where it is generally accepted by medical and/or toxicological experts that testing for such substance is insufficiently accurate through urine samples or where testing of

the substance through blood samples provides substantially greater accuracy. Urine samples shall be collected under the supervision of the medical laboratory personnel in the following manner:

- a. Urine sample collection will be unwitnessed unless there is a reason to believe that a particular individual may alter or substitute the specimen to be provided.
- b. Employees may inspect the container to be utilized for collection of the urine sample and may request a substitute container.
- c. Employees may observe the labeling, sealing and packaging for routing of their urine samples by laboratory personnel.
- d. A record of the "chain of custody" or urine specimens shall be maintained.

In the event a urine specimen is tested as positive under the drug testing screen, as specified below, a portion of that sample shall be subjected to gas chromatography/mass spectrophotometry (GC/MS) testing. If the GC/MS confirmation test also is positive, the employee may request a portion of the urine sample to be supplied to a qualified laboratory for independent analysis, the cost of which will be paid by the employee.

5. Drugs, their metabolites, alcohol and other substances for which the Town will screen an employee's urine and/or blood sample include, but are not limited to the following: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites (benzoylecgonine), marijuana metabolites (delta-9-tetrahydrocannabinol-9-carboxylic acid), methaqualone, opiates, phencyclidine and propoxyphene. All testing shall be done by a qualified laboratory with expertise in toxicology testing and methodology. All positive test results shall be evaluated by a certified toxicologist. All samples which test positive on a screening test shall be confirmed by gas chromatography/mass spectrophotometry ("GC/MS"). Employees shall be required to document their legal drug and/or substance use, as defined above, within twenty-four (24) hours after the specimen is donated. Test results shall be treated with the same confidentiality as other

medical records (except that they may be released to the employee; the FOP [if applicable]; in any proceedings held regarding any disciplinary action on account of a positive drug test result; and to any governmental agency).

The standards to be used for employee drug testing are as follows:

DRUG TESTING STANDARDS

DRUG/METABOLITE TEST	SCREENING	CONFIRMATION
<i>Amphetamines</i>	1000 ng/ml	500 ng/ml
<i>Barbiturates</i>	300 ng/ml	150 ng/ml
<i>Benzodiazepines</i>	300 ng/ml	150 ng/ml
<i>Cocaine</i>	300 ng/ml	150 ng/ml
<i>Marijuana</i>	100 ng/ml	15 ng/ml
<i>Methaqualone</i>	300 ng/ml	300 ng/ml
<i>Opiates</i>	300 ng/ml	300 ng/ml
<i>Phencyclidine</i>	25 ng/ml	25 ng/ml
<i>Phopoxyphene</i>	300 ng/ml	150 ng/ml

An employee will be considered to test positive for alcohol at the level equal to or exceeding 0.04g%. Other drugs and substances may be tested for by the Town in its discretion. In that event, they will be tested at levels according to generally accepted toxicology standards.

6. Non-probationary employees have the right to challenge the Town's adherence to the contractual requirements of drug testing set forth herein in the same manner that the employee may grieve any managerial decision.

7. The Town, in its discretion, may discipline (up to and including termination) an employee for alcohol use/abuse and/or the Town may choose to rehabilitate the employee. It is

recognized that the Town must maintain its discretion in making any determination as to whether to discipline and/or attempt to rehabilitate an individual who tests positive for alcohol, or otherwise violates this policy on a case-by-case basis. Prohibited drug use/abuse will be dealt with by immediate termination. If the FOP believes the Town has acted arbitrarily and capriciously in its determination of whether to recommend rehabilitation of an employee, the FOP may grieve the Town's decision, based upon that standard. In the event the Town chooses to rehabilitate an employee, the Town may place the employee on administrative leave without pay during the period of rehabilitation. An employee who fails to complete the entire rehabilitation program, including follow-up care, may be immediately terminated. Also, in the event the Town elects to rehabilitate an employee for a violation of this Article, the Town is not obligated to offer rehabilitation to an employee a second time, and future "relapses" may be dealt with by immediate termination.

8. It is recognized that technology may, from time to time, improve the type and/or testing methods available for drug and/or alcohol testing. In that event, the Town may change its testing methods or procedures and the FOP may challenge said change through the grievance procedure if it believes the Town acted arbitrarily and capriciously.

9. An employee who refuses and/or tampers with a drug or alcohol test may be subject to disciplinary action up to and including termination.

ARTICLE 31 • TAKE HOME VEHICLE POLICY

1. The Town agrees to administratively implement a take home police vehicle policy effective October 1, ~~2007-2014~~. All full-time police officers ~~the Police Sergeant(s) and any Acting Police Sergeants~~ will receive a take home police vehicle which shall be utilized only as assigned police vehicles to conduct official police business within the Town and to be utilized as personal transportation to and from work. It is understood by all Golden Beach police personnel that this program is provided as a privilege and not a right. Personnel acknowledge that vehicles and equipment utilized in this program are the property of the Town, which retains sole right to absolute control of all vehicles. It is expressly understood and agreed that said vehicle shall be utilized only for the purposes previously specified and that any violation of the particular officer's privilege to utilize a vehicle for such transportation may immediately result in the suspension or termination of offending officer's privilege to utilize a vehicle for such usage as described herein. It is further understood and agreed upon by the parties that the Town may evaluate the "take home" policy and may per its sole discretion terminate said policy if it deems necessary to do so. It is also understood and agreed by the parties that any decision by the Town to extend or terminate the aforesaid policy shall not be subject to the grievance/arbitration procedure contained in the governing Agreement. Guidelines regarding the take home police vehicle policy will be issued by the Town Mayor and reviewed with an FOP representative thirty (30) days prior to actual implementation of the program. This take home police vehicle program may be a subject for negotiations during successor collective bargaining sessions.

2. Employees who receive take home vehicles will be deducted the following based on the miles traveled between home and work:

The miles listed below shall start from the Town's sub-station when determining mileage.

Distance (Miles)	Bi-Weekly Payroll Deduction
Zero – 5	\$10.00
5.1 – 10	\$20.00
10.1 – 15	\$30.00
15.1 – 20	\$40.00
20.1 – 25	\$50.00
25.1 – 30	\$60.00
30.1 – 35	\$70.00
35.1 – 40	\$80.00
Every 5 miles over 40 miles is an additional \$10.00 with a cap of \$150.00 for anything over 70 miles.	

3. If the price of regular gas exceeds \$4.15 per gallon, the take-home fee will be adjusted in an amount not to exceed 10%.

PENSION

1. Referenced below are the provisions of the Town's Retirement Plan applicable only to certified law enforcement members of the plan covered by this Agreement.

a. Effective October 1, 2006, employees will agree to contribute six percent (6%) of their annual salary/compensation.

b. The pension multiplier for creditable service rendered on or after October 1, 2006, shall be equal to three percent (3%) of the monthly average final compensation multiplied by the number of years of creditable service rendered on or after October 1, 2006.

c. The Town agrees to maintain a three (3) year Deferred Retirement Option Plan ("DROP") for eligible employees. (See Addendum B).

d. An employee shall be eligible for normal retirement upon the completion of twenty (20) years of creditable service and attainment of age fifty-two (52).

e. Members shall receive seventy percent (70%) of his/her monthly earnings for an on-the-job/service disability effective on the date the disability occurred. Such benefit will not be less than the accrued benefit.

f. Members have the option to purchase up to a total of five (5) years of credited service for prior service as a police officer with any duly constituted police department, other eligible sworn law enforcement service, and/or for military service with the Armed Forces of the United States. For the purposes of time being purchased, the full actuarial cost of this buyback must be paid solely by the employee. The Pension Board is authorized to adopt any additional rules necessary for proper administration of this benefit.

2. The parties agree that the Union may, at its own expense, look into the feasibility of entering a Florida state retirement system and may request that the Town reopen this article

only for the purpose of negotiating as to the possibility of having the Union's members join such system.

ARTICLE 33 COPIES OF AGREEMENT

The Town will provide a copy of this Agreement to each member of the bargaining unit.

ARTICLE 34 · TERM OF AGREEMENT

1. Unless otherwise provided herein, this Agreement shall be effective upon ratification by both the Town and the FOP, and it shall remain in full force and effect until and including September 30, 2017.

1. No employee who has left the Town's employ prior to the ratification of this Agreement will be entitled to any of the benefits contained herein.

2. On or before March 1, 2017, the FOP shall provide the Town with a copy of its contract proposals. Negotiations for a successor contract will commence on or before April 15, 2017.

DATED this ____ day of _____, 2014.

FRATERNAL ORDER OF POLICE.

By: _____
John Puleo

Dated: _____, 2014

WITNESSED:

By: _____
Bargaining Team

By: _____
Bargaining Team

TOWN OF GOLDEN BEACH, a municipal corporation of the State of Florida

By: _____
Glenn Singer
Mayor

Dated: _____, 2014

Approved: _____
Alexander Diaz
Town Manager

Approved as to form and legal sufficiency:

By: _____
Special Labor Counsel

Dated: _____, 2014

ADDENDUM A

SALARY & WAGES

~~FROZEN FOR FISCAL YEAR 2011/2012~~

SALARY ADJUSTMENTS ARE MADE ON THE ANNIVERSARY DATE OF THE POLICE OFFICER

Effective October 1, 2011 all police officer salaries will be frozen at their current base rate of pay until September 30, 2012. Any employee hired during this period or throughout the life of the contract will have a starting pay of \$43,260.

Effective October 1, 2014 employees currently at \$66,203.00 will receive an increase of \$750 to their base salary in year one bringing their salary to \$66,953.00. On October 1, 2015 those employees will receive an additional \$47 adjustment to their base salary (capping their base salary at \$67,000.00) and a one-time bonus of \$703.00. On October 1, 2016 the base salary is frozen at \$67,000.00 but those employees will receive a \$750 bonus.

Effective October 1, 2014 employees not having attained a maximum salary of \$66,203.00, or those not listed below, will be entitled to a 2.5% pay increase from their base salary. On October 1, 2015 said Police Officers will receive a 2.5% pay increase to their base pay. On October 1, 2016 said Police Officers will receive a 4.5% increase to their base pay. During this contract any Police Officer who achieves a base pay of \$67,000.00 will be capped. Those officers will be entitled to the same benefit as Officers who are maxed out (i.e. once an officer reaches \$67,000 on October 1 of the following year they will receive the bonus).

Effective October 1, 2014 the following officers' salaries will be adjusted as follows:

<u>Javier Diaz</u>	<u>\$49,125</u>
<u>Robert Ruggiero</u>	<u>\$51,581</u>
<u>Oscar Suarez</u>	<u>\$54,160</u>
<u>Daniel Avila</u>	<u>\$54,160</u>
<u>Edward Lopez</u>	<u>\$49,125</u>

The above-mentioned officers will not be entitled to the 2.5% pay increase in addition to this salary adjustment in Year 1 of the contract, but will receive the 2.5% pay increase in Year 2 and the 4.5% pay increase in Year 3.

For the purposes of this contract, the police officer increases will go into effect on October 1 of each year and not on the anniversary date of employment.

The Town of Golden Beach and the Fraternal Order of Police agree to meet in August of 2016 to discuss possibilities of making adjustments to both the sergeants and the officers salaries.

Throughout the life of the contract, new hires will be brought in at a base rate of pay of \$43,260 (see attached Pay Scale chart).

New Hire Pay Scale Chart

	10/1/2014	10/1/2015	10/1/2016			
NEW HIRE		2.50%	3.50%	2.50%	2.50%	4.50% (Will Add Next Increase when negotiated)
1	\$ 43,260.00					
2		\$ 44,341.50				
3			\$ 45,893.45			
4				\$ 47,040.79		
5					\$ 48,216.81	
6						\$ 50,386.56
7						*
8						*
9						*
10						*

SALARY ADJUSTMENTS ARE MADE ON THE APPOINTMENT DATE OF NEWLY APPOINTED SERGEANTS OR AT THE ANNIVERSARY DATE OF EXISTING SERGEANTS

Employees who are promoted to sergeant during the life of this Agreement shall be compensated at an annual rate of \$66,128.00 for their first year as sergeant, beginning on the date of their promotion and shall thereafter receive a 2.5% increase in the subsequent year on the anniversary date of their promotion to sergeant, and 3.5% the following year on the anniversary date of their promotion to sergeant, **and on October 1, 2016 receive a \$700 bonus with no salary adjustment. Any sergeant who is capped out during the life of this contract, will receive a \$500 bonus in year one, a \$700 bonus in year two, and a \$700 bonus in year three.**

In the event that a newly promoted sergeant does not successfully complete his/her probationary period, he/she will fall back into their corresponding step.

ADDENDUM B

DEFERRED RETIREMENT OPTION PROGRAM

The Town agrees to establish a Deferred Retirement Option Program (“DROP”) for members of the Town’s Police Officers Retirement Fund (“Fund”) who are sworn law enforcement officers as follows.

A. A sworn law enforcement officer member of the Plan who reaches normal retirement age shall be eligible to participate in the DROP (“Eligible Member”). An Eligible Member may participate in the DROP for a maximum of thirty-six (36) months from the date the member reaches his or her earliest normal retirement date. Anything herein to the contrary notwithstanding, if an Eligible Member has reached his or her normal retirement date on or before the date the DROP plan is implemented, then the Eligible Member shall have sixty (60) days from the date the DROP plan is implemented to elect in writing to participate in the DROP for the maximum DROP participation period of thirty six (36) months.

B. An Eligible Member may elect to become a participant in the DROP (“Participant”) with thirty (30) days advance written notice to the Town during the applicable DROP period; however, in no event shall the DROP period be extended beyond the thirty six (36) months from the date the sworn law enforcement member is first eligible to participate in the DROP. As a condition of participating in the DROP, the Eligible Member must agree to terminate Town employment at the conclusion of the DROP period and must submit a letter of resignation to the Town, which letter shall be coupled with an interest and shall be irrevocable, prior to entering the DROP.

C. An Eligible Member may participate in the DROP only once and, after commencement of DROP participation, he or she shall never have the right to be a member of the Fund again.

D. A Participant may elect to terminate DROP participation and Town employment earlier than the maximum DROP participation period by providing thirty (30) days advance written notice to the Town and the Pension Board.

E. Participants will be subject to the same employment standards and policies that are applicable to Town employees who are not DROP participants. Participation in the DROP is not a guarantee of employment with the Town. Participation in the DROP will end if the Town terminates the Participant for any reason.

F. Upon the effective date of the Eligible Member’s entry into the DROP, the Participant will be considered retired for purposes of the Fund and membership in the Fund shall be terminated. No further member contributions shall be required after the Participant enters the DROP. Compensation and creditable service shall remain as they existed on the effective date of the Eligible Member’s commencement of participation in the DROP. The monthly service retirement allowance that would have been payable had the Eligible Member instead elected to

cease Town employment and receive retirement benefits shall be paid into the Participant's DROP account.

G. During the DROP participation period, the Participant's monthly service retirement allowance will be paid into the Participant's DROP account. After each fiscal quarter, the average daily balance of the Participant's DROP account shall be credited or debited at a rate equal to the actual net investment return realized by the Plan for that quarter. "Net investment return" for purposes of this paragraph is the total return on the assets in which the participant's DROP account is invested by the Pension Board net of brokerage commissions, transaction costs, investment management fees and other investment-related charges.

H. If a Participant does not terminate Town employment at the end of the maximum DROP participation period, no benefit payments will be made either to the Participant's DROP account or to the Participant until the Participant terminates his or her employment with the Town. In addition, for the duration of employment beyond the end of the maximum DROP participation period, the Participant's DROP account shall be debited with any negative net investment returns but shall not be credited with any positive net investment returns.

I. Within thirty (30) days following the Participant's termination of the employment or death, the Participant's entire DROP account balance shall be distributed to the Participant (or in the event of the death, to the Participant's designated beneficiary or estate) in a cash lump sum, unless the Participant elects to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the Participant. Regardless of the option selected by the Participant, the Pension Board has the right to accelerate or defer payments to comply with the Internal Revenue Code. The DROP is intended to comply with the Internal Revenue Code and the Pension Board shall take no action which would jeopardize the tax qualification of the Plan.

J. DROP payments to a beneficiary shall be in addition to retirement benefits payable under any optional form of retirement benefit elected by the Participant.

K. All benefits payable under the DROP shall be paid only from the assets of the DROP, and neither the Town nor the Pension Board shall have duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by applicable law.

L. The Pension Board is authorized to adopt any additional rules necessary for proper administration of the DROP.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 9, 2014

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

12

From: Alexander Diaz,
Town Manager

Subject: Resolution No. 2376.14 – Authorizing the Mayor to Award a
one-time bonus to the Employees of the Town of Golden
Beach

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2375.14 as presented.

Background:

I am recommending that we acknowledge their hard-work and dedication to the Town by awarding a one time bonus to all General Employees, as outlined in Attachment A.

We have worked throughout the last twelve months cutting costs and controlling expenditures which will result in Operating savings in the 2013-2014 Operating Budget.

Fiscal Impact:

An amount not to exceed \$55,850.00 transferred from the contingency fund if needed and applied to specific Department Funds accordingly. Some Departments have sufficient Funds to cover the Bonus.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2376.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #4 TO THE 2013-2014 FISCAL YEAR OPERATING BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the "Town") adopted an Operating Budget for the 2013-2014 Fiscal Year; and

WHEREAS, the Town Manager has recommended certain amendments as described in the September 9, 2014 Memorandum attached to this Resolution as **Exhibit "A"**; and

WHEREAS, the amendments exclusively pertain to a one-time bonus for all employees, including the Town Manager for their performance during the 2013-2014 Fiscal Year, and

WHEREAS, the Town Council finds that the proposed amendments are in the best interest of the Town.

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. Amendment. The 2013-2014 fiscal year Operating Budget is hereby amended as reflected on Exhibit "A" to this Resolution and the funds are appropriated for the purposes therein.

Section 3. Implementation. That the Mayor is authorized to take any and all action, which is necessary to implement this Resolution.

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

Sponsored by the **Town Administration.**

The Motion to adopt the foregoing resolution was offered by _____,
seconded by _____, and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Judy Lusskin	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 9th day of September, 2014.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



Authorization of Budget Transfer
Fiscal Year 2013 - 2014

REQUEST DATE

9-Sep-14

Account No.	Description	Council Approved Budget	Transfer	Amended Budget
All Departments			IN	
001-512-110	Town Manger	\$ 141,172.00	\$ 20,000.00	\$ 161,172.00
001-512-120	General Employees	\$ 81,914.00	\$ 1,600.00	\$ 83,514.00
001-512-113100	Town Clerk	\$ 60,775.00	\$ 2,000.00	\$ 62,775.00
001-512-125100	Support Service Clerk	\$ 37,289.00	\$ 1,000.00	\$ 38,289.00
001-513-110	Finance Director	\$ 70,211.00	\$ 2,000.00	\$ 72,211.00
001-513-120	General Employees	\$ 47,757.00	\$ 1,000.00	\$ 48,757.00
001-521-110	Police Chief	\$ 105,063.00	\$ -	\$ 105,063.00
001-521-100	Commanders	\$ 153,594.00	\$ 2,000.00	\$ 155,594.00
001-521-120	General Employees	\$ 42,043.00	\$ 1,000.00	\$ 43,043.00
001-521-121	Sargeants	\$ 106,619.00	\$ 1,500.00	\$ 108,119.00
001-521-125	Police Officers	\$ 852,536.00	\$ 3,250.00	\$ 855,786.00
001-521-125100	Part Time Officers	\$ 115,128.00	\$ 1,000.00	\$ 116,128.00
001-521-130	CSA	\$ 111,969.00	\$ 800.00	\$ 112,769.00
001-524-110	Building Official	\$ 52,552.00	\$ 1,000.00	\$ 53,552.00
001-524-120	General Employees	\$ 97,807.00	\$ 3,000.00	\$ 100,807.00
001-524-125	Code Compliance	\$ 35,875.00	\$ -	\$ 35,875.00
001-539-110	Public Works Director	\$ 59,803.00	\$ 2,000.00	\$ 61,803.00
001-541-112	Facilities & General Maint.	\$ 53,838.00	\$ 2,000.00	\$ 55,838.00
001-539-120	General Employees	\$ 311,747.00	\$ 8,000.00	\$ 319,747.00
001-572-120	Lifeguard	\$ 40,668.00	\$ 1,000.00	\$ 41,668.00
001-572-136	Part Time Lifeguards	\$ 45,198.00	\$ 600.00	\$ 45,798.00
001-572-125100	Beach Attendants	\$ 74,722.00	\$ 1,100.00	\$ 75,822.00
	Total		\$ 55,850.00	
Step 2 General Government			OUT	
001-519-910	Contingency	\$ 260,519.00	\$ 55,850.00	\$ 204,669.00
	Total		\$ 55,850.00	

DEPARTMENT EXPLANATION:

As per Reso 2376.14

Request by:

Finance Director:

Approved by Town Manager

Employee	Hire Date	Bonus 2014
Administration		
512-Executive		
001-512-110		
Alexander Diaz	3/27/2007	\$ 20,000.00
001-512-120		
Marie Talley	3/12/2007	\$ 1,000.00
Nancy Cabrera	3/3/2011	\$ 600.00
512-Town Clerk		
001-512-113100		
Lissette Perez	6/4/2007	\$ 2,000.00
001-512-125100		
Michael Glidden	2/17/2012	\$ 1,000.00
513-Finance		
001-513-110		
Maria D. Camacho	12/22/2003	\$ 2,000.00
001-513-120		
Raquel Castellon	5/2/2005	\$ 1,000.00
521-Law Enforcement		
001-521110		
001-521-100		
Rudy Herbello	1/6/2011	\$ 2,000.00
001-512-120		
Sheila Pirronne	4/16/2002	\$ 1,000.00
524-Building		
001-524-110		
Daniel Nieda	2/1/2005	\$ 1,000.00
001-524-120		
Linda Epperson	11/16/1998	\$ 2,000.00
Erik Fuste	12/10/2007	\$ 1,000.00
539-Public Works		
001-539-110		
Kirk McKoy	10/1/1999	\$ 2,000.00
001-539-120		
George Larkin	11/7/1980	\$ 1,000.00
Johnny Lucien	10/31/2006	\$ 1,000.00
Brian Phillips	4/7/2004	\$ 1,000.00
Gene Scott	7/18/1988	\$ 1,000.00
Joe Scott	9/24/2005	\$ 1,000.00
Alric Stewart	10/10/2002	\$ 1,000.00
Lourdes Velasquez	4/1/2009	\$ 1,000.00
Jerome Scott	8/25/2014	\$ 500.00
Sarracino, German		\$ 500.00
541-Roads & Streets		
001-541-112		
Ken Jones	12/22/2003	\$ 2,000.00
572-Recreation		
001-572-120		
John Flalkowski	9/1/1999	\$ 1,000.00
001-572-136		
Turnipseed, William C.	9/19/2012	\$ 500.00
Joseph Taylor	2/27/2009	\$ 100.00
001-572-125100		
Camacho, Dylan	5/12/2013	\$ 500.00
Robert Dayton	8/20/2008	\$ 300.00
Lucien, Alan		\$ 300.00
Police Dept. Employee		
521-Law Enforcement		
Sergeant		
001-521-121		
Leo Santinello	6/13/1994	\$ 500.00
Leila Perez	8/28/2006	\$ 500.00
Yovanny Diaz	7/25/2009	\$ 500.00
001-521-125		
Robin Weiner	8/17/1998	\$ 250.00
Edsel Carrasco	8/5/2002	\$ 250.00
Dan Rosenberg	5/4/2003	\$ 250.00
Oscar Santana	6/13/2005	\$ 250.00
Christopher Lambert	8/8/2005	\$ 250.00
James Camacho	9/22/2007	\$ 250.00
Pedro Villa	12/18/2007	\$ 250.00
Javier Diaz	2/28/2011	\$ 250.00
Robert Ruggiero	6/12/2010	\$ 250.00
Oscar Suarez	8/19/2009	\$ 250.00
David Carrazana	5/16/2012	\$ 250.00
LETF		
120-521-125		
Daniel Avila	7/22/2008	\$ 250.00
Edward D. Lopez De Uralde	9/3/2010	\$ 250.00
CSA's		
Patterson, Timothy L.	5/6/2013	\$ 200.00
Jackson, Brandon T.	5/3/2013	\$ 200.00
Scott, Jonathan	8/4/2014	\$ 200.00
Grafias, Juan	8/4/2014	\$ 200.00
Part Time		
001-521-125100		
Millis, Michael	3/6/2013	\$ 200.00
Knight, Robert	12/1/2011	\$ 200.00
Bautista, Joseph	4/30/2013	\$ 200.00
Benedict, Todd	11/1/2009	\$ 200.00
Willie Lopez	5/28/2014	\$ 200.00
Total		\$ 55,850.00