



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

**Official Agenda for the November 18, 2014, 2014
Regular Town Council Meeting called for 7:00 P.M.**

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. PRESENTATIONS / TOWN PROCLAMATIONS

Officers of the Quarter
Employee of the Quarter
Swearing in of Police Officers
Officer Gary Dooling
Officer Julio Fernandez
Officer Julio Soca

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. ORDINANCES – SECOND READING

None

L. ORDINANCES - FIRST READING

- 1. 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 REGULATE PERMIT ROOFTOP ACTIVITIES AND ELEVATORS PROVIDING ROOFTOP ACCESS FOR RESIDENTIAL STRUCTURES; CREATING A NEW SECTION REGULATING BALCONIES; AMENDING CHAPTER 66, "ZONING," ARTICLE IV "SUPPLEMENTARY DISTRICT REGULATIONS," DIVISION 4 "SETBACK AND LOT LINE RESTRICTIONS;" PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Ordinance No. 562.14

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 562.14

M. QUASI JUDICIAL RESOLUTIONS

None

N. CONSENT AGENDA

2. A Resolution of the Town Council Approving a Mutual Aid Agreement between Miami-Dade County and Golden Beach.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE TOWN AND THE MIAMI DADE COUNTY POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Resolution No. 2385.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2385.14

3. A Resolution of the Town Council Approving a Mutual Aid Agreement between the Village of Miami Shores and Golden Beach.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE TOWN AND THE VILLAGE OF

MIAMI SHORES POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Resolution No. 2386.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2386.14

4. A Resolution of the Town Council Authorizing the use of LETF Monies to make a \$1,000 Contribution to Teach for America.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE USE OF LAW ENFORCEMENT TRUST FUND (LETF) MONIES TO MAKE A \$1,000 CONTRIBUTION TO TEACH FOR AMERICA (TFA); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 4
Resolution No. 2387.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2387.14

5. A Resolution Approving the Agreement for Contract with Police Officer Gary James Dooling.

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

Exhibit: Agenda Report No. 5
Resolution No. 2388.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2388.14

6. A Resolution Approving the Agreement for Contract with Police Officer Gary David Carrazana.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE AGREEMENT

FOR CONTRACT POLICE OFFICER WITH DAVID CARRAZANA; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2389.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2389.14

7. A Resolution Authorizing A Budget Amendment To The Fiscal Year 2013-2014 Capital And Operating Budget

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.

Exhibit: Agenda Report No. 7
Resolution No. 2390.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2390.14

8. A Resolution Authorizing the Sale of One (1) Surplus Ford F-150 from Town Fleet

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE SALE OF A SURPLUS 2000 FORD F-150 PICK-UP TRUCK, FROM THE TOWN'S VEHICLE FLEET AND EQUIPMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 8
Resolution No. 2391.14

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2391.14

O. TOWN RESOLUTIONS

None

P. 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

Q. 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. 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 REGULATE PERMIT ROOFTOP ACTIVITIES AND ELEVATORS PROVIDING ROOFTOP ACCESS FOR RESIDENTIAL STRUCTURES; CREATING A NEW SECTION REGULATING BALCONIES; AMENDING CHAPTER 66, "ZONING," ARTICLE IV "SUPPLEMENTARY DISTRICT REGULATIONS," DIVISION 4 "SETBACK AND LOT LINE RESTRICTIONS;" 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 also desires to amend the Code in order to regulate balconies; and

WHEREAS, the Town Council, meeting as the Local Planning Agency, considered the amendments proposed in this Ordinance on November 18, 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 activities.

(a) Except as specified below in this Section, the use of the roof of a residential structure for habitable activities is prohibited.

~~For purposes of this section, a rooftop terrace shall be defined as the use of an 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.~~

~~(b) A rooftop terrace limited to a maximum of 50 percent of the area of the flat roof shall be permitted in accordance with subsection (c) 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.~~

~~(c) Except as provided in subsection (d) below from and after February 4, 2014, rooftop terraces and elevators which provide access to a rooftop terrace shall be~~

~~prohibited. Rooftop terraces and elevators which provide access to a rooftop terrace for which a building permit has been issued and construction has been either commenced or completed prior to February 4, 2014 shall be deemed legal nonconforming, provided that such rooftop terraces and elevators are constructed in accordance with all requirements of the Code of Ordinances and other applicable laws in effect on the date of permit issuance. Legal nonconforming rooftop terraces and elevators which provide access to a rooftop terrace shall not be enlarged in any manner or undergo any structural alterations except such alterations which will conform such structures to this subsection.~~

~~(d) (b) Within Zone One, the rooftop of the highest roofed structure terraces shall be permitted on lots larger than 7,500 square feet may be used for habitable activities and uses subject to the following limitations:~~

- ~~i) The lot must be at least 7,500 square feet in area.~~
- ~~ii) The habitable terrace areas shall be limited to a maximum area of 1,000 square feet.~~
- ~~iii) The terrace habitable area must be set back a minimum of 10 feet from the edge of the roof in all directions except from the rear (ocean front).~~
- ~~iiii) The terrace habitable 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. Outdoor furniture such as chairs, sofas, and tables, and pots and planters are permitted.~~
- ~~iv) No amplified or live music shall be permitted on the roof.~~
- ~~vi) The elevator and any covered elevator vestibule serving the rooftop terrace shall be limited to an area of no more than 5'x10'.~~

* * *

Section 3. 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.

* * *

Section 66-262 – Balconies.

(a) For the purposes of this section, “balcony” means an unenclosed platform that projects from an opening in the wall of a home and has a parapet or railing. The flat roof of a residential structure (except the highest roof where there are multiple roofs) may serve as the floor of a balcony.

(b) Balconies are permitted in Zones One, Two, and Three subject to the following criteria:

i) Balconies located on the front or rear façade of a building may not extend more than four feet into the yard beyond the respective setback.

ii) Balconies located on a side façade of a building may not extend beyond the face of the exterior wall of the structure from which they project.

iii) Balconies must be accessed from the interior of the structure from which they project, and may additionally be accessed from an exterior staircase.

Secs. ~~66-262~~66-263—~~66-257~~66-275. - Reserved.

* * *

Section 4. Amendment. Chapter 66 of the Town Code is amended by making modifications to Division 4, Setback and Lot Line Restrictions, of Article IV, Supplementary District Regulations, in the following particulars:

ARTICLE IV. Supplementary District Regulations.

DIVISION 4. Setback and Lot Line Restrictions.

* * *

Sec. 66-137. Front and rear lot line restrictions—In Zone One.

(a) No portion of any house shall be placed closer to the east rear lot line than behind a line drawn between the corners of the nearest existing adjacent residences parallel to the beach. Notwithstanding the foregoing, stairs and/or terraces may be located closer to the east rear lot line than behind a line drawn between the corners of the nearest existing adjacent residences parallel to the beach, subject to the following restrictions:

(1) *Elevation.* The stairs and/or terraces area shall not exceed an elevation of 20 feet NVGD;

(2) *Width.* The width of the stairs and/or terraces area shall not exceed 50 percent of the width of the principal building. In addition, the stairs and/or terraces area shall be aligned on the principal building's centerline; and

(3) *Depth.* The depth of the stairs and/or terraces area shall not exceed 25 percent of the width of the principal building.

* * *

Sec. 66-141. - Same—Projections.

(a) Chimneys may project into Setback areas a distance not to exceed 24 inches.

The width of the projecting chimney shall not exceed six feet in width.

(b) Balconies and rooftops designed to support habitable activities consistent with Section 66-261, and stairs leading to balconies or such rooftops shall not extend into side Setback areas and shall not extend more than four feet into rear or front yard Setback areas. No other steps or platforms over 36 inches in height above grade shall extend into side, rear, or front yard Setback areas. There shall be clear, unobstructed passage of not less than 36 inches between such projection and the adjacent lot line.

* * *

Section 5. 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 6. 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 7. 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 8. Effective Date. This Ordinance shall be effective immediately upon adoption.

PASSED on first reading this 18th day of November, 2014.

PASSED AND ADOPTED on second reading this 18th day of November, 2014.

Motion to adopt by _____seconded by _____.

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

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: November 18, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: **Resolution No. 2385.14 - Approving a Mutual Aid Agreement
with the Miami-Dade County Police Department**

Item Number:

2

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2385.14 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 Miami Dade County 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. 2385.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE TOWN AND THE MIAMI DADE COUNTY POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING 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 Miami Dade County Police Department, Florida, attached to this Resolution as Exhibit “A” between the Town and the Miami Dade County, described and outlined in the attached Agenda Item Report; and

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

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. 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 Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 18th day of November, 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 Miami Dade Police Department
and the Town of Golden Beach Police Department

WHEREAS, it is the responsibility of the governments of the Miami Dade County, 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 Miami Dade County, 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 Miami-Dade County Police Department or the Town of Golden Beach Police Department.

c) Agency head: Either the Director Miami Dade County Police Department, or the Director'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____

Miami Dade County Mayor,
Miami Dade County, Florida

Town Mayor,
Town of Golden Beach, Florida

ATTEST:

ATTEST:

Miami Dade County Clerk,
Miami Dade County, Florida

Town Clerk,
Town of Golden Beach, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Miami Dade County Attorney,
Miami Dade County, Florida

Town Attorney,
Town of Golden Beach, Florida

JOINT DECLARATION OF THE DIRECTOR OF THE
MIAMI-DADE COUNTY 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 Miami Dade County 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: _____

 J. D. Patterson Director
 Miami Dade County Police Department

 Rudy Herbello, Assistant Chief
 Golden Beach Police Department

ATTEST:

ATTEST:

 Miami Dade County Clerk

 Town of Golden Beach Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 18, 2014

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

3

From: Alexander Diaz, 
Town Manager

Subject: **Resolution No. 2386.14 - Approving a Mutual Aid Agreement
with the Village of Miami Shores Police Department**

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2386.14 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 Village of Miami Shores 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. 2386.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE TOWN AND THE VILLAGE OF MIAMI SHORES POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING 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 Village of Miami Shores Police Department, Florida, attached to this Resolution as Exhibit “A” between the Town and the City of North Miami, described and outlined in the attached Agenda Item Report; and

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

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. 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 Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this _____ day of November, 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 Village of Miami Shores Police Department
and the Town of Golden Beach Police Department

WHEREAS, it is the responsibility of the governments of the Village of Miami Shores, 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 Village of Miami Shores, 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 Village of Miami Shores Police Department or the Town of Golden Beach Police Department.

c) Agency head: Either the Chief of Miami Shores 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____

Village Manager,
Village of Miami Shores, Florida

Town Mayor,
Town of Golden Beach, Florida

ATTEST:

ATTEST:

Village Clerk,
Village of Miami Shores, Florida

Town Clerk,
Town of Golden Beach, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Village Attorney,
Village of Miami Shores, Florida

Town Attorney,
Town of Golden Beach, Florida

JOINT DECLARATION OF THE CHIEF OF THE
VILLAGE OF MIAMI SHORES 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 Village of Miami Shores 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: _____

 Kevin Lystad Chief
 Miami Shores Police Department

 Rudy Herbello, Assistant Chief
 Golden Beach Police Department

ATTEST:

ATTEST:

 Miami Sores Clerk

 Town of Golden Beach Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 18, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: **RESOLUTION NO. 2287.14 - USE OF LETF MONIES TO MAKE
A \$1,000 CONTRIBUTION TO TEACH FOR AMERICA (TFA)**

Item Number:

4

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2287.14 as presented.

Request:

It is requested the Town authorize the use of LETF monies to make a contribution to Teach for America (TFA) in the amount of \$1,000 to recruit, select, train and provide ongoing support to corps members in Miami-Dade County.

Background:

TFA is an organization that recruits recent college graduates of all background's to teach for two years in urban and rural public schools. TFA trains and develops these corps members so that they have an immediate positive impact on their students who are usually attending under performing schools in Miami-Dade and Broward Counties.

The quality of our public education system in South Florida is vital to the regions ability to actively recruit and retain corporations and residents, and thrive as a leading region for economic and social prosperity. The use of LETF Funds for this type of function and purpose is appropriate and at the core of combating delinquency that often leads to egregious criminal acts.

Since 1990, nearly 33,000 leaders have joined TFA to help move the organization closer to a shared vision that one day, all children in this nation will have the opportunity to attain an excellent education. TFA teachers have reached more than 3 million students across 43 urban and rural communities, founded dozens of high-performing schools, boldly led school districts and charter management organizations, and helped pass groundbreaking education legislation. It would be in the best interest of the Town to use LETF monies to support this organization.

Financial Impact:

\$1,000.00 from the Town's Law Enforcement Trust Fund.

Attachments: Agenda Item Resolution, & LETF Affidavit

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2387.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE USE OF LAW ENFORCEMENT TRUST FUND (LETF) MONIES TO MAKE A \$1,000 CONTRIBUTION TO TEACH FOR AMERICA (TFA); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to make a \$1,000 contribution to Teach for America (TFA) to recruit, select, train, and provide ongoing support to corps members in Miami-Dade and Broward Counties; and

WHEREAS, TFA is an organization that recruits committed recent college graduates of all backgrounds to teach for two years in urban and rural public schools; and

WHEREAS, the Town's LETF account 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 this contribution; 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 \$1,000 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. \$1,000 Contribution to TFA is Authorized. That the contribution of \$1,000 to TFA and the use of LETF funds to make the contribution are 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 **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 Luskin	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 18th day of November, 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: November 18, 2014

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

5

From: Alexander Diaz, *Alex B*
Town Manager

Subject: **Resolution No. 2388.14 – Extending the Agreement For Money Laundering Consultant Gary J. Dooling with the IRS Treasury Department**

Recommendation:

It is recommended that the Town Council extent the agreement one more year and adopt the attached Resolution No. 2388.14 as presented.

Background:

Two years ago the Town Council approved the hiring of Gary J. Dooling as a consultant and assigned to the IRS Treasury Department's, South Florida Financial Task Force. The Town's agreement was from November 22, 2014 to November 22, 2015. The mission of the Task Force is to develop and assist with criminal investigations and asset forfeitures of illegal activities within the Field Office. The emphasis of the task Force is to pursue investigations on individuals and organizations that will result in criminal prosecutions and large asset forfeitures in investigations arising out of the analysis of Suspicious Activity Reports (SARs) filed by financial institutions pursuant to Title 31 of the United States Code. The Task Force works in coordination with the United States Attorney's Office(s) within the Field Office to determine the types of activities that merit investigation and are allied to the investigation and prosecution strategy.

The Town Manager, in consultation with the Mayor, recommends the Town Council approve and extend the agreement from November 22, 2014 to November 22, 2015.

Fiscal Impact:

There is no cost to the Town to participate as the criminal assets forfeited in the course of these investigations offsets all costs to the Town and results in

additional revenues being made available to the Police Department outside of the normal budgetary process.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2388.14

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

WHEREAS, the Town Council wishes to engage Gary J. Dooling (the “Contractor”) as a law enforcement officer on a contract basis to serve in the South Florida Financial Crimes Task Force; and

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

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

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

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

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

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

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

Sponsored by the **Town Administration.**

The Motion to adopt the foregoing Resolution was offered by _____, 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 18th day of November, 2014.

ATTEST:

MAYOR GLENN SINGER

TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

TOWN ATTORNEY

Resolution No. **2388.14**

**AGREEMENT FOR CONTRACT POLICE OFFICER
TOWN OF GOLDEN BEACH AND Gary J. Dooling
11/22/2014 – 11/22/2015**

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

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

Rudy Herbello
Assistant Chief of Police
Town of Golden Beach
1 Golden Beach Drive
Golden Beach, Florida 33160
(305) 936-2444

Gary James Dooling
1 Golden Beach Drive
Golden Beach, Florida 33160
(305) 936-2444

3. **TERM:** The term of this AGREEMENT begins November 22, 2014 and ends November 22, 2015.

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

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

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

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

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

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

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

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

B. A "gift" does not include:

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

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

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

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

17. SOLICITATION OF EMPLOYMENT: The CONTRACTOR must not, during the term of this AGREEMENT, solicit employment, or any additional work, for the CONTRACTOR or any relative of person, the CONTRACTOR, firm or entity doing business with or soliciting business from the TOWN without the prior written consent of the TOWN. If the CONTRACTOR or any relative of the CONTRACTOR receives such an offer of employment of paid work, the offer must be reported in writing to the TOWN. The CONTRACTOR is free to accept work from any other party subject to the restrictions of Section 17.

18. CONFLICT OF INTEREST; DUTY TO DISCLOSE: The CONTRACTOR must, prior to the execution or extension of this AGREEMENT and throughout its term, make written disclosure to the TOWN of any potential conflict of interest involving the CONTRACTOR or any relative of CONTRACTOR, or any person, firm or entity doing business with or soliciting business from the TOWN. A “conflict of interest” means any business relationship or other situation where a reasonable person might perceive that the CONTRACTOR or any of their relative could lead to disregard the interest of TOWN

The CONTRACTOR must not disclose procurement information or proprietary CONTRACTOR information to any person, firm or entity not employed by the TOWN during any TOWN procurement process.

19. REPORTING BRIBE OFFERS: The CONTRACTOR must immediately report any offer of a bribe to the TOWN. “Immediately” means making contact in person or by telephone regardless of the day or time, as soon as CONTRACTOR can make the notification out of the presence of the person offering the bribe. The CONTRACTOR must follow the oral notification within twenty-four hours of the offer.

20. COPYRIGHT PROTECTION OF WORK PRODUCT: The TOWN owns, without limit, the work product and copyrights to all work produced by the CONTRACTOR pursuant to this AGREEMENT.

21. “Work” includes IT data, computer programs, dictation, reports and memoranda, electronic documents, presentations, curricula, handouts, slides, photographs, videotape and audiotape, CDs and DVDs, all regardless of physical or electronic form or format.

22. NO UNLAWFUL DISCRIMINATION OR SEXUAL HARASSMENT; obligation to report:

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

UNDERSTOOD AND AGREED TO THIS _____ DAY OF _____, 2014

CONTRACTOR

TOWN OF GOLDEN BEACH

Gary J. Dooling

Mayor Glenn Singer

EXHIBIT A

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

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

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

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



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 18, 2014

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

6

From: Alexander Diaz, *Alex B*
Town Manager

Subject: **Resolution No. 2389.14 – Extending the Agreement For Money
Laundering Consultant David Carrazana with the IRS Treasury
Department**

Recommendation:

It is recommended that the Town Council extent the agreement one more year and adopt the attached Resolution No. 2389.14 as presented.

Background:

Two years ago the Town Council approved the hiring of David Carrazana as a consultant and assigned to the IRS Treasury Department's, South Florida Financial Task Force. The Town's agreement was from November 22, 2014 to November 22, 2015. The mission of the Task Force is to develop and assist with criminal investigations and asset forfeitures of illegal activities within the Field Office. The emphasis of the task Force is to pursue investigations on individuals and organizations that will result in criminal prosecutions and large asset forfeitures in investigations arising out of the analysis of Suspicious Activity Reports (SARs) filed by financial institutions pursuant to Title 31 of the United States Code. The Task Force works in coordination with the United States Attorney's Office(s) within the Field Office to determine the types of activities that merit investigation and are allied to the investigation and prosecution strategy.

The Town Manager, in consultation with the Mayor, recommends the Town Council approve and extend the agreement from November 22, 2014 to November 22, 2015.

Fiscal Impact:

There is no cost to the Town to participate as the criminal assets forfeited in the course of these investigations offsets all costs to the Town and results in

additional revenues being made available to the Police Department outside of the normal budgetary process.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2389.14

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

WHEREAS, the Town of Golden Beach (the “Town”) and David Carrazana (the “Contractor”) entered into an Agreement For Contract Police Officer on November 18, 2014, for the Contractor to provide his expertise regarding money laundering investigations in the IRS Treasure Department’s, South Florida Financial Crimes Task Force (the “Task Force”);

WHEREAS, the aforementioned agreement expired on November 18, 2015 and the Town wishes to continue to engage the Contractor for another year to serve as a law enforcement officer on a contract basis in the Task Force; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to engage the Contactor for another year under the terms of the Agreement for Contract Police Officer (the “Agreement”) in the form attached hereto as Exhibit “A.”

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

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

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

Section 3. Implementation. The Town Council authorizes the Mayor to execute

this Agreement once approved by the Town Attorney as to form and legal sufficiency, and authorizes the Mayor and Town Manager to take all action necessary to implement the Agreement.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption, and shall be effective from and after November 18, 2014.

Sponsored by Town Administration.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 18th day of November, 2014.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

**AGREEMENT FOR CONTRACT POLICE OFFICER
TOWN OF GOLDEN BEACH AND DAVID CARRAZANA
11/18/2014 – 11/18/2015**

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

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

Rudy Herbello
Assistant Chief of Police
Town of Golden Beach
1 Golden Beach Drive
Golden Beach, Florida 33160
(305) 936-2444

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

3. **TERM:** The term of this AGREEMENT begins November 18, 2014 and ends November 18, 2015.

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

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

6. **COMPENSATION:**
 - A. **Total Compensation and Rate of Payment:** The CONTRACTOR shall be paid forty-three thousand, two hundred and sixty dollars (\$44,500.00) on an annual basis. Payment shall be made on a pro rata basis at two-week intervals throughout the term of the AGREEMENT. Extra work shall be compensated on the basis of approximately \$32.00 per hour. Under the agreement the Town is limited to a maximum reimbursement for all overtime expenses in connection with this operation of \$ 15,000.00 per year. Travel and related expenses should not exceed a maximum of \$ 18,000.00 for this task force/joint operation for the fiscal year period.

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

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

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

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

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

B. A "gift" does not include:

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

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

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

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

17. SOLICITATION OF EMPLOYMENT: The CONTRACTOR must not, during the term of this AGREEMENT, solicit employment, or any additional work, for the CONTRACTOR or any relative of person, the CONTRACTOR, firm or entity doing business with or soliciting business from the TOWN without the prior written consent of the TOWN. If the CONTRACTOR or any relative of the CONTRACTOR receives such an offer of employment of paid work, the offer must be reported in writing to the TOWN. The CONTRACTOR is free to accept work from any other party subject to the restrictions of Section 17.

18. CONFLICT OF INTEREST; DUTY TO DISCLOSE: The CONTRACTOR must, prior to the execution or extension of this AGREEMENT and throughout its term, make written disclosure to the TOWN of any potential conflict of interest involving the CONTRACTOR or any relative of CONTRACTOR, or any person, firm or entity doing business with or soliciting business from the TOWN. A “conflict of interest” means any business relationship or other situation where a reasonable person might perceive that the CONTRACTOR or any of their relative could lead to disregard the interest of TOWN

The CONTRACTOR must not disclose procurement information or proprietary CONTRACTOR information to any person, firm or entity not employed by the TOWN during any TOWN procurement process.

19. REPORTING BRIBE OFFERS: The CONTRACTOR must immediately report any offer of a bribe to the TOWN. “Immediately” means making contact in person or by telephone regardless of the day or time, as soon as CONTRACTOR can make the notification out of the presence of the person offering the bribe. The CONTRACTOR must follow the oral notification within twenty-four hours of the offer.

20. COPYRIGHT PROTECTION OF WORK PRODUCT: The TOWN owns, without limit, the work product and copyrights to all work produced by the CONTRACTOR pursuant to this AGREEMENT.

21. “Work” includes IT data, computer programs, dictation, reports and memoranda, electronic documents, presentations, curricula, handouts, slides, photographs, videotape and audiotape, CDs and DVDs, all regardless of physical or electronic form or format.

22. NO UNLAWFUL DISCRIMINATION OR SEXUAL HARASSMENT; obligation to report:

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

UNDERSTOOD AND AGREED TO THIS _____ DAY OF _____, 2014

CONTRACTOR

TOWN OF GOLDEN BEACH

David Carrazana

Mayor Glenn Singer

EXHIBIT A

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

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

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

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



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. 2390.14 – Authorizing A Budget Amendment
To The Fiscal Year 2013-2014 Capital And Operating Budget

Item Number:

7

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2390.14 as presented.

Background:

As is customary, each year after the closing of the fiscal year we prepare the necessary budget amendments to balance each Department budgets. This process is done to reconcile each account. In doing this reconciliation, we never exceed full budget authority.

In fact, our budget estimates indicate that we will have an approximate Operating savings of \$230,000.00; this is on top of the fact that we did not use the \$550,000.00 from the General Reserves.

Fiscal Impact:

See the attached break down

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2390.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #5 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 November 18, 2014 Memorandum attached to this Resolution as Exhibit "A"; 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 18th day of November, 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

18-Nov-14

Account No.	Description	Council Approved Budget	Transfer	Amended Budget
All Departments			IN	
001-511	Legislative	\$ 77,313.00	\$ 12,769.62	\$ 90,082.62
001-512	Administrative	\$ 377,325.00	\$ 15,273.82	\$ 392,598.82
001-513	Finance	\$ 232,037.00	\$ 16,467.26	\$ 248,504.26
001-521	Police	\$ 2,490,022.00	\$ 53,237.92	\$ 2,543,259.92
001-524	Building	\$ 365,897.00	\$ 61,817.44	\$ 427,714.44
001-541	Roads & Streets	\$ 276,032.00	\$ 36,164.55	\$ 312,196.55
001-572	Parks & Rec	\$ 374,025.00	\$ 136,975.91	\$ 511,000.91
	Total		\$ 332,706.52	
Step 2 General Government			OUT	
001-519-910	Contingency	\$ 204,669.00	\$ 136,609.86	\$ 68,059.14
001-514	Legal	\$ 239,500.00	\$ 196,096.66	\$ 43,403.34
	Total		\$ 332,706.52	

DEPARTMENT EXPLANATION:

As per Reso 2390.14

Request by:
Finance Director: _____

Approved by Town Manager _____



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 13, 2014

To: Alexander Diaz, Town Manager

From: Ken Jones Public Works Director

Ref: Resolution to sale surplus Public Works vehicle

Item Number:

8

Background/History:

Public works vehicle number #143 (2000) Ford F-150 Super-crew, 2 wheel drive, 4 doors, white in color. The Ford F-150 was purchased new and has been in use by the Public Works Department for approximately 14 years. The Department Director has determined that the vehicles are no longer cost effective for the Public Works Department to maintain and/or operate.

Financial Impact:

The value of the vehicle is uncertain due to the age, mechanical and inoperable conditions. Whatever proceeds are obtained from the sale of the vehicles will be placed in the general fund.

Recommendations:

The Staff request authorization to auction the above mentioned vehicles and return the proceeds to the Town's General Fund.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 18, 2014

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: Resolution No. 2391.14 - Recommended Surplus of One (1)
Ford F-150 from Town Fleet

Item Number:

8

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2391.14 as presented.

Background:

The Ford F-150 was purchased new and has been in use by the Public Works Department for approximately 14 years. The Department Director has determined that the vehicles are no longer cost effective for the Public Works Department to maintain and/or operate.

Fiscal Impact:

None

TOWN GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2391.14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE SALE OF A SURPLUS 2000 FORD F-150 PICK-UP TRUCK, FROM THE TOWN'S VEHICLE FLEET AND EQUIPMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sections 2-306 and 2-308 of the Town's Code of Ordinances provide for the sale of surplus property by the Town, as authorized by the Town Council upon recommendation of the Town Manager; and

WHEREAS, Town Facilities Maintenance Director Ken Jones evaluated Town Vehicle #143, a 2000 F-150 Ford Pick-Up truck, for its continued use by the Town's employees, and has determined that this Vehicle is no longer cost effective for the Town to maintain and operate and is surplus to the needs of the Town; and

WHEREAS, the above-referenced department head has reported this surplus determination to the Town Manager, who concur that the Vehicle is surplus to the needs of the Town; and

WHEREAS, the Town Council concurs in the surplus determination and finds that the Vehicle has monetary value and should be disposed of and sold at auction to retrieve its greatest value; and

WHEREAS, the Town Council finds that the surplus determination and disposal of the Vehicle is in the best interests 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. Authorization to Dispose of Surplus Property. The Vehicle is hereby declared surplus to the Town's needs and the disposal and sale of the Vehicle at auction to retrieve the greatest value, in accordance with Section 2-308 of the Town's Code of Ordinances, 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 and the disposal and sale of the Vehicles.

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 Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Amy Isackson-Rojas	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 18th day of November, 2014.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
INTERIM TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY