



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161

Telephone: 305 899 8000 Facsimile: 305 891 7241

AGENDA
SPECIAL COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Wednesday, April 9, 2014 at 7:30pm



Indicates back up documents are provided.

1 Call to Order

2 Roll Call

3 Pledge of Allegiance

4 Public Comments Related to Agenda Items / Good & Welfare

Comments from the public relating to topics that are on the agenda, or other general topics.

5 Resolutions



5.a Resolution 2014-34

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF BISCAYNE PARK AND DUNCAN FOSTER FOR THE POSITION OF INTERIM CHIEF OF POLICE; PROVIDING FOR AN EFFECTIVE DATE**

6 New Business

These items are generally discussion items that have been requested by members of the Commission or the Administration.

6.a Swearing in of Interim Chief of Police

7 Announcements

The next regular Commission meeting is Tuesday, May 6, 2014, at 7:00pm

8 Adjournment

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in the proceedings should call Village Hall at (305) 899 8000 no later than four (4) days prior to the proceeding for assistance.

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: April 9, 2014

Subject: Resolution 2014-34 Authorizing the Village Manager to Execute the Agreement for Professional Services Between the Village of Biscayne Park and Duncan Foster for the Position of Interim Chief of Police

Prepared By: Heidi Shafran, AICP, Village Manager

Sponsored By: Staff

BACKGROUND

On April 3, 2014, the Village Manager received a letter of resignation from Police Chief Ray Atesiano. Acting Corporal Thomas "Tommy" Harrison is currently serving as the Officer in Charge of the Police Department and Reserve Corporal Roy Camara is currently serving as the Officer in Charge of the Reserve force. Both officers should be commended for their leadership and dedication to the Village. It is important to the morale and functioning of the police department for an Interim Police Chief to be designated.

Per the Village Charter, the Village Manager retains the authority to hire all employees (except the Village Attorney). However, the Village Manager is limited to entering into contracts or agreements for amounts less than \$2,500. The proposed professional services agreement exceeds this limitation; therefore, the Village Commission must authorize the approval the professional services agreement for Interim Police Chief.

The Village Manager received seven (7) resumes from certified Law Enforcement Officers interested in serving as the Interim Police Chief. After a careful review of resumes four interviews were scheduled.

The following individuals were interviewed by the Village Manager:

- Thomas Cannon (Former Assistant Chief City of Miami)
- Duncan Foster (Former Police Chief of Coral Springs)
- Patrick McGeehan (Former Miami-Dade Detective / Private Attorney)
- Shawn O'Reilly (Former Police Chief of Surfside / Reserve Officer Miami Shores / Private Sector)

April 9, 2014

Commission Agenda Report

Resolution 2101-34 Agreement for Professional Services Between the Village of Biscayne Park and Duncan Foster for the Position of Interim Chief of Police

While candidates were impressive, after a review of leadership skills, law enforcement experience, municipal budgetary experience and compatibility with the Village, the Manager has determined Duncan Foster to be the best candidate. Mr. Foster has agreed to a ninety- day initial commitment to the Village and has expressed that he is not interested in the permanent position.

Fiscal Impact

The proposed professional services agreement allocates \$7,000 per month for Interim Police Chief Services. The former Police Chief's salary and benefits package was \$8,262 per month. The proposed agreement provides a savings to the Village.

Staff Recommendation

Staff recommends approval of Resolution 2014-34

Attachments

Resolution 2014-34

Professional Services Agreement between the Village of Biscayne Park and Duncan Foster

Duncan Foster Resume

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3 **RESOLUTION NO. 2014-34**
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5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA,**
7 **AUTHORIZING THE VILLAGE MANAGER TO**
8 **EXECUTE THE AGREEMENT FOR PROFESSIONAL**
9 **SERVICES BETWEEN THE VILLAGE OF**
10 **BISCAYNE PARK AND DUNCAN FOSTER FOR THE**
11 **POSITION OF INTERIM CHIEF OF POLICE;**
12 **PROVIDING FOR AN EFFECTIVE DATE**
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15 WHEREAS, on April 3rd, 2014, as a result of a resignation, the position of Chief of
16 Police for the Village of Biscayne Park became vacant; and,

17 WHEREAS, immediately thereafter the Village Manager sought out and received
18 resumes for the position of Interim Chief of Police; and,

19 WHEREAS, after a review of the qualifications of the applicants and formal interviews,
20 Duncan Foster was selected as the best suited and qualified to fill the position of Interim Chief
21 of Police; and,

22 WHEREAS, the Village Commission finds it to be in the best interests of the residents
23 of the Village to enter into an Agreement for Professional Services with Duncan Foster for the
24 position of Interim Chief of Police for the Village of Biscayne Park Police Department and
25 Duncan Foster has agreed to the terms of the agreement as presented.
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27 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF
28 THE VILLAGE OF BISCAYNE PARK, FLORIDA, that
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30 **Section 1.** The forgoing “WHEREAS” clauses are hereby ratified and confirmed
31 as being true and correct and are hereby made a specific part of this Resolution upon adoption.

32 **Section 2.** The Village Commission of the Village of Biscayne Park authorizes the
33 Village Manager to execute the Agreement for Professional Services between the Village of
34 Biscayne Park and Duncan Foster substantially in the form attached hereto as Exhibit “A”.

35 **Section 3.** This Resolution shall be effective upon adoption.
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38 PASSED AND ADOPTED this _____ day of _____, 2014.
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David Coviello, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

Village Attorney

**The foregoing resolution upon being
put to a vote, the vote was as follows:**

Mayor Coviello: ____
Vice Mayor Watts: ____
Commissioner Anderson: ____
Commissioner Jonas: ____
Commissioner Ross: ____

**AGREEMENT FOR PROFESSIONAL SERVICES
INTERIM CHIEF OF POLICE**

This agreement is hereby entered on the ____ day of _____, 2014, by and between the Village of Biscayne Park, a municipal corporation (hereinafter referred to as "Village"), and, Duncan Foster.

- A. The Village Manager of the Village of Biscayne Park desires to contractually retain Duncan Foster to exercise powers and duties of the Chief of Police for the Village on an interim temporary basis.
- B. The Village desires to fix and determine the scope, nature and extent of the services and compensation for those services.

NOW THEREFORE, it is hereby mutually agreed by and between the parties as follows:

1. **TERM:** The operative date of this Agreement shall be April ____, 2014, and shall continue and remain in effect for a period of time of ninety (90) days. The terms of this agreement may be extended or reduced by mutual written agreement. The Village Manager can extend the contract without Commission approval, upon notice to the Village Commission.
2. **SERVICES:** Under direction of the Village Manager, the Interim Chief of Police shall perform all duties and functions required by the regular position of Chief of Police and such other and further duties as required by the Village Manager or state law. Such duties include, but are not limited to, those described in the Village of Biscayne Park job description for Chief of Police.
3. **EMPLOYMENT SCHEDULE:** The Interim Chief of Police (hereafter referred to as Interim Chief) will make himself available as needed for the position and as required by the Village Manager. Work days and schedule shall be as agreed upon by the Village Manager and Interim Chief.
4. **COMPENSATION:** In consideration for the performance of the services rendered pursuant to this Agreement, the Village shall pay the Interim Chief a salary of \$7,000 per month. Pay schedules shall be in accordance with normal Village payroll practices. The Village agrees to pay its share of the contract employee's Social Security taxes including Medicare. If, after the termination of Interim Chief Services, the Village requires the continued services of the Interim Chief (court, hearings, etc.) the Village shall compensate the Interim Chief at the same salary level on an hourly basis.

5. **VEHICLE & EQUIPMENT:** The Interim Chief shall be furnished a police vehicle for his use while on duty in the Village of Biscayne Park, and for travel to and from the Village from his home residence. The Village shall furnish any and all equipment, uniforms, gear, etc. as may be needed to carry out the job as Interim Chief.
6. **TIME OFF:** All time off shall be approved by the Village Manager.
7. **BENEFITS:** The Interim Chief shall not be entitled to any benefits, payments or compensation other than those enumerated above or as required by law.
8. **TERMINATION:** Village shall have the right to terminate services with the Interim Chief without cause at any time upon written notice. The Interim Chief shall have the right to voluntarily resign the position with the Village at any time upon written notice given ten (10) working days in advance.
9. **INDEMNIFICATION BY VILLAGE:** Whenever in the performance of or in connection with the performance of official duties on behalf of the Village, the Village shall, to the maximum extent permitted by law, indemnify and hold the Interim Chief harmless against any and all claims, damages and expenses, including reasonable attorney's fees, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding arising from the course and scope of employment under this agreement. The Village shall to the maximum extent permitted by law continue this same indemnification and representation after the Interim Chief is no longer employed by the Village for any act or incident arising out of the Interim Chief's performance of official duties. The Village does not waive its sovereign immunity under this or any other provision.
10. **JURISDICTION:** The formation, construction and performance of this Agreement shall be construed in accordance with the laws of the State of Florida. Any action brought relating to this Agreement shall be heard exclusively in a State court in the County of Miami-Dade.
11. **INTEGRATION:** This Agreement constitutes the sole and complete agreement between the parties. This Agreement supersedes any ordinance, rule, regulation, policy, or procedure of the Village that is inconsistent with the Agreement. No amendments to this Agreement may be made except in writing and signed by the parties.
12. **SEVERABILITY:** If any of the provisions of this agreement are held invalid or unenforceable, the remainder shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Village of Biscayne Park

Heidi Shafran, Village Manager

Duncan Foster, Interim Chief of Police

Date

Date

ATTEST:

Maria C. Camara, Village Clerk

APPROVED AS TO FORM:

John J. Hearn, Village Attorney

Duncan M. Foster

Employment

CORAL SPRINGS POLICE DEPARTMENT

Police Chief, May 2005- February 2012

Appointed to Florida Police Chiefs Association Legislative Committee, November, 2005

Appointed to Executive Advisory Board for the Southeast Regional Domestic Security Task Force, August 2006

Past President, Broward County Police Chiefs Association

CORAL SPRINGS POLICE DEPARTMENT

Deputy Chief, February 2003- May 2005

Command of all uniform and investigative operations.

CORAL SPRINGS POLICE DEPARTMENT

Major, April 1999- February 2003

Duties included command of the Criminal Investigations Division encompassing the Vice, Intelligence and Narcotics Unit, Criminal Identifications Unit, Human Resources Unit, Records Unit, Youth Liaison Unit, Tactical and Gang Unit, Community Involvement Unit, Detective Bureau and Special Response Team. Command of the Police Department in the Chief's absence. Co-chairman of the Broward County Multi-Agency Gang Task Force Advisory Board.

CORAL SPRINGS POLICE DEPARTMENT

Major, April 1996-April 1999

Duties included command of Field Services encompassing the Road Patrol, Traffic, Bike, Canine, and Humane Units.

CORAL SPRINGS POLICE DEPARTMENT

Sergeant, June 1993-April 1996

Duties included supervision of officers assigned to the Patrol Unit. Re-assigned to the Traffic Unit in February 1995. Responsible for the overall supervision of a 15 member Traffic Unit along with the school crossing guards.

CORAL SPRINGS POLICE DEPARTMENT

Patrol Officer, January 1987-June 1993

Awarded the Honor Medallion as the top graduate of the 124th Police Academy, then assigned to Road Patrol. Duties included general patrol and traffic. Assigned to the Traffic Unit as a Motorcycle Officer in September of 1989. Awarded numerous Letters of Appreciation and an Excellent Police Duty Commendation medal.

UNITED STATES MARINE CORPS

Sergeant, January 1981-December 1984

Responsible for a squad of 5 enlisted men who repaired and calibrated electronic test equipment. Awarded Good Conduct Medal and named Non-Commissioned Officer of the Quarter, August 1983.

Education

FLORIDA ATLANTIC UNIVERSITY

Master of Public Administration, December 1995

GPA 3.43

FLORIDA ATLANTIC UNIVERSITY

Bachelor of Arts, Criminal Justice, December 1990

GPA 3.30

Professional Education

CENTER FOR CREATIVE LEADERSHIP

Leadership Development Program, 2006

FEDERAL BUREAU OF INVESTIGATION

National Academy, 193rd Session, April-June 1998

Skills

Examiner for the 1997 Florida Governor's Sterling Award for Quality
Assessor in Captains assessment center for the City of Tuscaloosa, AL
Assessor in Captains assessment center for the City of Pembroke Pines, FL.

Memberships

International Association of Chiefs of Police
Police Executive Research Forum
Florida Police Chiefs Association
Broward County Chiefs of Police Association
Florida FBI National Academy Associates