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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 3<sup>rd</sup>, 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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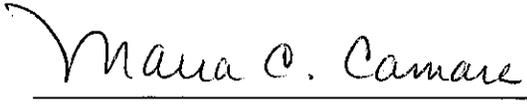
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38 PASSED AND ADOPTED this 9<sup>th</sup> day of April, 2014.  
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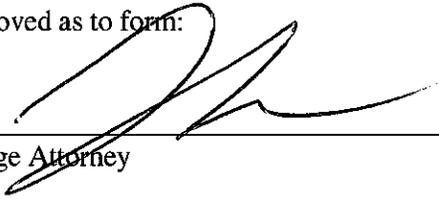
David Coviello, Mayor

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: Yes  
Vice Mayor Watts: Yes  
Commissioner Anderson: Yes  
Commissioner Jonas: Absent  
Commissioner Ross: Yes

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

This agreement is hereby entered on the 9<sup>th</sup> day of April, 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:

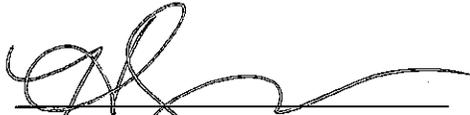
- 1. **TERM:** The operative date of this Agreement shall be April 9<sup>th</sup>, 2014, and shall continue and remain in effect for a period of time of ninety (90) days. The terms of this agreement may be extended or reduced by mutual written agreement. The Village Manager can extend the contract without 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.

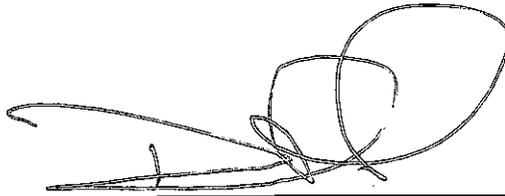
**IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.**

Village of Biscayne Park



Heidi Shaffran, Village Manager

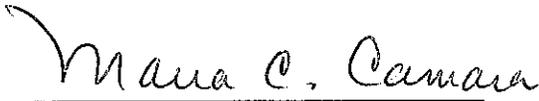
4/9/14  
Date



Duncan Foster, Interim Chief of Police

4/9/14  
Date

ATTEST:



Maria C. Camara, Village Clerk

APPROVED AS TO FORM:

  
John J. Hearn, Village Attorney