

CITY COUNCIL SPECIAL MEETING

City Hall – Council Chamber 405 Bagshaw Way, Edgewood, Florida Monday, November 07, 2022 at 2:00 PM

AGENDA

Welcome! We are very glad you have joined us for today's Council meeting. If you are not on the agenda, please complete an appearance form and hand it to the City Clerk. When you are recognized, state your name and address. The Council is pleased to hear relevant comments; however, a five (5) minute limit has been set by Council. Large groups are asked to name a spokesperson. Robert's Rules of Order guide the conduct of the meeting. Please silence all cellular phones and pagers during the meeting. Thank you for participating in your City Government.

A. CALL TO ORDER, INVOCATION, & PLEDGE OF ALLEGIANCE

B. ROLL CALL & DETERMINATION OF QUORUM

C. NEW BUSINESS

- 1. Peter S. Gauntlett Resume
- 2. Interim Chief Agreement
- D. CITIZEN COMMENTS
- E. ADJOURNMENT

UPCOMING MEETINGS

Monday, November 14, 2022 at 6:30 pm.....Planning and Zoning Meeting Tuesday, November 15, 2022 at 6:30 pm.....City Council Meeting

Meeting Records Request

You are welcome to attend and express your opinion. Please be advised that **Section 286.0105**, Florida Statutes state that if you decide to appeal a decision made with respect to any matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made.

Americans with Disabilities Act

In accordance with the American Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, he or she should telephone the **City Clerk at (407) 851-2920**.

Peter S. Gauntlett

City of St Cloud employment history

St Cloud Police Department, March 2010-December 2021

Public Safety Director, Chief of Police

Strategic oversight and administration of the Police Department, Fire Department and Emergency Management Department. My responsibilities include oversight of 183 law enforcement personnel, 74 firefighters and emergency management personnel and a multi-tiered annual budget in excess of \$16M. Restructured the SCPD command staff including the development of an emergency operations center and management of all St Cloud code enforcement operations. Initiated and oversaw the accreditation of the SCPD to the Florida Department of Police Standards, a 5-year in depth process. Initiated and oversaw the International accreditation of the St Cloud Communications Center for both fire and emergency medical services. Worldwide we are one of only twelve 911 Centers that has achieved this status. This accomplishment was earned through extensive policy and management development ensuring that efficiencies and safeguards were maintained. Directed management of the multi-agency IRS Money Laundering Task Force. This task force was responsible for the arrest of multiple criminal organizations netting millions of dollars in asset forfeiture for the Central Florida community. The associated revenues augment the police department's annual budget, allowing for the purchase of vital capital equipment and extensive in-service training and development programs for law enforcement personnel. Through the procurement of Federal government surplus equipment, we were able to save significant capital revenue. Equipment purchased included armored vehicles, weapons, and utility vehicles, which are renovated through a prisoner vocation program managed in conjunction with the Florida Department of Corrections. The City of St. Cloud saw a reduction in the crime rate for the last 7 of 10 years and is consistently ranked in the top 10% of the safest cities to live in Florida. I have extensive experience in dealing with labor organizations including the Fraternal Order of Police and the International Firefighters Union. I have personally mentored up and coming law enforcement officers through advanced leadership and peer mentoring programs. I maintain close working relationship with my federal and state partners to include the US Attorneys office, the FBI and I sit on the executive board of the Joint Terrorism Task Force.

Past employment history

Florida Department of Law Enforcement, January 2008-May 2009

Regional Domestic Security Task Force Advisor

In this position I acted as a consultant and advisor to the FDLE Homeland Security Task Force for our Central Florida Regional Team consisting of nine counties. This multi-disciplinary task force included representatives from law enforcement, fire/rescue, emergency management, emergency telecommunications and public health. My position was assigned to the region Fusion Center. As a consultant I specialized in critical infrastructure protection, operational management and public safety planning. In addition I am certified in Critical Infrastructure and Key Resource Protection, Automated Critical Information Management and the National Infrastructure Protection Plan. I have National Security Clearances for International and Domestic Terrorism and infrastructure security through the FBI, Joint Terrorism Task Force and the Department of Homeland Security State, Local, Tribal and Territorial Governing Coordinating Council

Section C, Item 1.

Page 2

Orlando Police Department 1981-2008

Executive Command experience

Deputy Chief of Police, August 2003 – January 2008

In this position I was the Executive Commander of the Special and Investigative Services Bureaus. I had authority for management of four Police divisions and one Police section. This included responsibility for development and administration of departmental budget (\$112+ million annually) as well as all aspects of Human Resources which included total oversight and responsibility for over 320 authorized positions. Oversight responsibility included the Criminal Investigation Division, Drug Enforcement Division, International Airport Division, Community Policing Division and the Homeland Security and Intelligence Section. In addition, the Metropolitan Bureau of Investigation, DEA, FBI, Secret Service and Immigration Custom Enforcement Task Forces reported directly to my command.

As the High Risk Incident and Special Teams Commander for the Orlando Police Department I commanded all specialized teams comprised of over 300 personnel.

Division Commander (Captain), International Airport Division, October 2002 – August 2003

In this position I was directly responsible for management of the Orlando Police Department International Airport Division. Managed four police lieutenants and had overall responsibility for 100 employees providing 24-hour police service to the Orlando International Airport. Prepared and administered an \$8 million annual operating budget.

Operations under my command included Police Patrol, Checkpoint Security, Criminal Investigation, Federal Aviation Regulation Enforcement, Traffic Enforcement, Dignitary Protection, and Community Relations. I had daily contact and strong working relationships with the Greater Orlando Aviation Authority, Federal Aviation Authority, Federal Bureau of Investigation, Secret Service, major airline station managers, and other local, state, and federal agencies.

Division Commander (Captain), Special Operations Division, November 2001-October 2002

In this position I was directly responsible for planning, deployment, and management of all Traffic Enforcement Units (police motorcycle officers), Traffic Homicide investigators, K-9 officers, Mounted Patrol, and Marine Patrol. I directly managed two section commanders (lieutenants) with overall responsibilities for over 50 sworn full time police officers and 40 reserve and auxiliary officers.

Responsibilities included overall planning and management of security for major special events (Citrus Bowl Football Games, NBA Basketball, major concerts involving headliner entertainers) and all other public special events within Orlando. I directly managed stadium security for World Cup Soccer in 1994 and Olympic Soccer in 1996. I was responsible for due diligence of converting to Harley-Davidson motorcycles. This program provided new motorcycles for the City each year, while producing an annual profit of \$20,000 through the public re-sale of the motorcycles

Page 3

Division Commander (Captain), East Patrol Division, June 2000 – November 2001

In this position I was directly responsible for 24-hour primary police patrol services delivery to the entire east portion of the City of Orlando. Responsibilities included direct management of three watch commanders (lieutenants) and overall responsibility for over 100 sworn police officers. Duties included planning, deployment, and management of entire division staff. Established police patrol priorities with regard to specific community issues and met regularly with community leaders to discuss and resolve issues. I represented the Chief of Police at numerous community functions and on various committees. Additionally, I was the Budget Program Manager for the Patrol Operation bureau.

Division Commander (Captain), Problem Oriented Policing Commander, January 1999 – June 2000

In this position I was directly responsible for all crime prevention initiatives, government grants, community relations, citizens for neighborhood watch, citizens on patrol volunteer program and our youth services units to include school resource officers and police explorers. I commanded a staff of 60 personnel and 20 community volunteers.

Position Summary 1981 - 1996

- Section Commander (Lieutenant), Traffic Enforcement Section, 1996 1998
- Staff Director, (Lieutenant), Office of the Chief of Police. 1996
- Section Commander (Lieutenant), Tactical Investigations and Career Criminal Unit, 1995
- Watch Commander (Lieutenant), Patrol Operations Bureau, 1993-1995
- Unit Supervisor (Sergeant), Community Involvement/Crime Prevention, 1993
- Unit Supervisor (Sergeant), Downtown Bicycle Patrol Unit, 1990 1993
- Patrol Unit Supervisor (Sergeant), West Patrol Division, 1990
- Unit Supervisor (Sergeant), Central Florida Police Academy, 1988 -1989
- Unit Supervisor (Sergeant), West Patrol Division, 1988
- Detective, Anti-Fencing Unit Criminal Investigations Division, 1987 1988
- Detective, Intelligence Unit, Special Investigations Division, 1987
- Detective, Drug and Vice Unit, Special Investigations Division, 1986 1987
- Officer, Tactical Patrol Unit, Special Investigations Division, 1983 1986
- Officer East Patrol Division, 1981 1983
- Military Service United States Marine Corps, 1980 1986

Peter S. Gau

Section C, Item 1.

Page 4

Special Teams Commands

- High Risk Incident Commander (HRIC) as the HRIC I commanded all critical incidents and was the executive authority over the SWAT, Hostage Negotiation, Emergency Response, Emergency Services and Critical Incident Stress Management teams. I am certified by the International Association of Chiefs of Police and SWAT Management and Hostage Negotiation. I am also certified through FDLE and the Department of Homeland Security in Critical Incident Command and Emergency Response Protocol.
- SWAT Team Commander, Captain
- Deputy SWAT Team Commander, Lieutenant
- SWAT Team Supervisor, Sergeant
- SWAT Team Member, Officer
- Emergency Response Team Leader, Lieutenant
- Honor Guard/Rifle Team Commander, Lieutenant

Formal Education

FBI National Academy, 209th Session, Quantico, VA

Graduate Studies at the University of Virginia, Criminal Justice, Charlottesville, Virginia

Bachelor of Arts Degree, Criminal Justice Administration, Columbia College, Orlando campus

Associate of Arts Degree, Criminal Justice, Columbia College, Orlando campus

Associate of Science Degree Criminal Justice Technologies, Valencia Community College

Significant training events

Developed Incident Command System for the Orlando Police Department as the HRIC

Commanded numerous high risk community events to include numerous SWAT call outs and the National Nazi Party March on Orlando

Developed Orlando Police Department Security Federal Grant Program

Developed the Homeless Coalition Pavilion concept policy and community policing philosophy on the homeless

Developed Central Florida Bicycle Patrol program and downtown patrol storefront office

Section C, Item 1.

Page 5

Commanded logistics and personnel for the International Association of Chiefs of Police conference, FBI National Academy conference and World Cup Soccer

Founded and oversaw "Friends of Milton McKnight" project which was a fundraising and homebuilding project for a disabled Central Florida citizen. The project raised over \$62,000

Initiated numerous government and community based grants for tactical operations recruit training and crime prevention efforts for the Orlando Police Department

Current and Past Professional Affiliations

United States Department of Homeland Security State, Local, Tribal and Territorial Governing coordinating Council Florida Department of Law Enforcement, Regional Domestic Security Task Force Central Florida Intelligence Exchange Board of Directors Chairman Federal Bureau of Investigation, Joint Terrorism Task Force United States Secret Service, St. Cloud, IRS/USSS Money Laundering Task Force Central Florida Criminal Justice Association, President Fraternal Order of Police Leadership Orlando Alumni Airport Law Enforcement Agencies Network (A.L.E.A.N.) International Association of Airport and Seaport Police (I.A.S.S.P.) Florida Police Chief's Association International Association of Chiefs of Police Florida SWAT Officers Association National Tactical Officers Association Florida Intelligence Unit Association Governor's Task Force on Homelessness Central Florida Commission for Domestic Violence and Child Abuse Prevention Downtown Orlando development Board law enforcement liaison Central Florida Law Enforcement Rapid Response Task Force Critical Infrastructure Protection Chairman Advisory Board, Criminal Justice Institute at Valencia Community College FBI National Academy Associate

Community Activities and Organizations

Marine Corps Association of Central Florida United Way Campaign Coordinator for Orlando Police Department Special Olympics Torch Run Coordinator for Orlando Police Department Downtown Orlando Partnership Board of Directors South Orlando Kiwanis Club Downtown Orlando Church Council Boy Scouts of America, Troop 200 Assistant Scout Master Member National Eagle Scout Association Boone High School PTSA and athletic booster St. Margaret Mary Catholic Church Florida State University Student Athletics Association

Peter S. Gay

Section C, Item 1.

Page 6

Awards

Orlando Police Department

Award of Merit Award of Commendation (8) Chiefs Special Award (2) Community Service Award (4) Administrative Excellence Award (4) Distinguished Service Award Unit Citation (22) Humanitarian Award Physical Fitness Award (2) Certificate of Appreciation (12) Award of Tenure (5) Merit Team Award (4) Officer of the Month (2) Detective of the Month

City of Orlando

Mayors Award for Community Service Mayors Bronze Key to the City Award United Way Campaign Chairman Service Award Special Olympics Torch Run Service Award Downtown Orlando Partnership Golden Brick Award for Innovative Community Development (2)

Other Government Awards

Federal Bureau of Investigation Joint Terrorism Task Force Award United States Secret Service, Directors Honor Award (highest award presented to local law enforcement executive) United States Secret Service Certificate of Appreciation (2) Immigration and Customs Enforcement Distinguished Service Award Alcohol, Tobacco and Firearms Distinguished Service Awards Florida Department of Law Enforcement, Regional Domestic Security Task Force Distinguished Service Award Orange County Sheriff's Office, Sheriffs Service Citation, Award of Commendation, Distinguished Service Award and Unit Citation Winter Park Police Department Distinguished Service Award Puerto Rico Federal Affairs Administration, Award of Valor and Commitment The Ninth Judicial Circuit Court of Florida, Certificate of Appreciation for Domestic Violence and Child Abuse Protection Florida Council on Crime and Delinguency Distinguished Service Award World Cup Games Distinguished Service Award Olympic Soccer Games Distinguished Service Award

Section C, Item 1.

Page 7

SWAT Round-Up Board of Directors Award Sertoma International Association Service to Mankind Award (2) US Army Rangers Urban SWAT Certificate

Leadership style

I am an accomplished law enforcement executive with over 40 years of public safety and law enforcement experience. Twenty-five years of my career have been in senior leadership positions. I have an in-depth knowledge of homeland security, public safety operations and law enforcement administration. I am a proven leader who inspires confidence and esprit de corps. My career has included extensive experience in operational, investigative, and administrative assignments at progressively higher ranks and greater levels of responsibility up to Deputy Chief of Police of the City of Orlando and in my current position as Chief of Police and Public Safety Director of the City of St. Cloud. I have significant experience in Labor Relations, Union negotiations and Behavioral Resources. I am the recipient of numerous awards and commendations and as a former United States Marine I am committed to the safety and security of our community and country. I lead by example and consider myself a visionary leader.

Greatest accomplishment

My amazing marriage and my role as a father to our son and grandfather

Ultimate career goal

To conclude my 40 year public safety career with courage, pride and great integrity

<u>CITY OF EDGEWOOD</u> INTERIM POLICE CHIEF AGREEMENT

Introduction

This Agreement, made and entered into this _____ day of ______, 2022, by and between the **City of Edgewood** a Florida municipal corporation, (hereinafter called the "City") and **Pete Gauntlett**, (hereinafter called the "Interim Chief"), both of whom agree as follows:

Section 1: Term

The initial term of this Agreement shall be for a period of twelve (12) months unless terminated earlier by operation of law or as otherwise set forth herein. Upon expiration of the initial term, this Agreement shall be extended for successive one (1) month renewal periods unless either party shall notify the other party in writing no fewer than fourteen (14) days prior to the expiration of the initial term or renewal period, as applicable, of its intent to not renew this Agreement.

Section 2: Duties and Authority

The parties intend for the Interim Chief to serve as an interim chief of police for the City of Edgewood Police Department while the City explores its options for a permanent chief of police. The Interim Chief shall have all the duties and shall perform all of the functions specified for the chief of police in Section 4.06 of the Charter of the City of Edgewood, the City Code of Ordinances and the City administrative procedures and to perform other legally permissible and proper duties and functions as the Mayor or City Council shall from time to time assign.

Section 3: Compensation

The City agrees to pay the Interim Chief an hourly rate of Sixty Dollars (\$60.00) per hour for all time the Interim Chief is engaged in work for the City pursuant to this Agreement. The Interim Chief shall receive payment for time worked in accordance with the City's existing payroll schedule and shall be responsible for submitting time sheets each pay period to the police department chief of staff in a timely manner. The City shall comply with state and federal payroll regulations including withholdings and deductions for federal income, Medicare, and social security taxes.

Because the position is a temporary interim position, it shall not be subject to participation in the City's retirement plan. Except as otherwise required by law, the Interim Chief shall not receive paid vacation, sick, or other leave and any leave taken by the Interim Chief shall be unpaid leave. The Interim Chief shall give the Mayor as much notice as reasonable practicable prior to taking any leave for a period greater than forty-eight (48) hours.

The City shall provide the Interim Chief with the standard equipment issued to other law enforcement personnel in the department including a uniform, badge, and sidearm.

The City shall provide and maintain a vehicle for Interim Chief's use in performing his duties pursuant to this Agreement and for use in commuting to and from the City. Said vehicle shall be owned and maintained by the City as part of its fleet of motor vehicles.

The City shall provide and maintain a cellular phone solely for the Interim Chief's use in performing his duties pursuant to this Agreement.

The City shall provide workers' compensation insurance coverage for the Interim Chief.

Section 4: Termination

The parties expressly recognize and agree that this Agreement is for an interim position. Either party may terminate this Agreement without cause upon at least fourteen (14) days written notice to the other party of its intent to terminate this Agreement. Upon such termination, the Interim Chief shall return all property of the City and shall receive final payment for any unpaid time worked in accordance with the City's regular payroll period.

Section 5: Hours of Work

It is recognized that the Interim Chief must devote a great deal of time outside the normal office hours on business for City, and to that end Interim Chief shall be allowed to establish an appropriate work schedule but is expected to work a minimum of thirty-five (35) hours per week unless on leave.

Section 6: Indemnification

The City shall defend, save harmless and indemnify Interim Chief against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Interim Chief's duties as Interim Chief or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The City may choose, in its sole discretion, the appropriate attorney or firm to represent Interim Chief as provided herein.

Legal representation, provided by the City shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify the Interim Chief against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by the Interim Chief in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

The Interim Chief recognizes that the City shall have the right to compromise and settle any claim or suit covered by this indemnity obligation. If Interim Chief is a named party to any such litigation or claim, he shall have the right to decline to settle the litigation or claim as to himself, but in such event, the City shall have the right to opt to no longer defend and/or indemnify the Interim Chief.

Nothing herein shall be deemed to affect the rights, privileges, and immunities of either set forth in Section 768.28, Florida Statutes, nor be interpreted as waiving the sovereign immunity of either party.

Section 7: Bonding.

The City shall bear the full cost of any fidelity or other bonds that may be required of the Interim Chief under any law or ordinance

Section 8: Other Terms and Conditions

The City shall fix any such other terms and conditions, as it may determine from time to time, relating to the performance of Interim Chief, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.

Section 9: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO CITY :	Mayor City of Edgewood 405 Larue Avenue Edgewood, Florida 32809
TO INTERIM CHIEF:	Pete Gauntlett

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the City and the Interim Chief. Any prior discussions or representations by or between

the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the term of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on City and Interim Chief as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. Agreement shall become effective on _____, 2022.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

CITY OF EDGEWOOD

INTERIM CHIEF

John Dowless, Mayor

ATTEST:

Sandy Riffle, City Clerk