



# TOWN OF GOLDEN BEACH

100 Ocean Boulevard  
Golden Beach, FL 33160

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Official Agenda for the October 29, 2024  
Special Town Council Meeting called for 6:00 P.M.

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**Zoom Room Meeting ID: 827 1885 7097 Password: 735753**

**For Dial In Only: Call 305.224.1968 Meeting ID: 827 1885 7097**

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO [LPEREZ@GOLDENBEACH.US](mailto:LPEREZ@GOLDENBEACH.US) BY 2:00 P.M. TUESDAY, OCTOBER 29, 2024.

**A. MEETING CALLED TO ORDER**

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

**D. PRESENTATIONS / TOWN PROCLAMATIONS**

**E. MOTION TO SET THE AGENDA**

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

**F. GOOD AND WELFARE**

**G. MAYOR'S REPORT**

**H. COUNCIL COMMENTS**

**I. TOWN MANAGER REPORT/MAJOR PROJECTS UPDATE**

- Civic Center
- Closed Circuit Television (CCTV)
- Re-Imagined Tweddle Park
- Wellness Center

**J. TOWN ATTORNEY REPORT**

**K. ORDINANCES – SECOND READING**

None

**L. ORDINANCES - FIRST READING**

**1. An Ordinance of the Town Council of the Town of Golden Beach Amending the Town’s Comprehensive Plan to Adopt A Property Rights Element.**

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN OF GOLDEN BEACH COMPREHENSVE PLAN TO ADOPT A PROPERTY RIGHTS ELEMENT; PROVIDING THAT ALL PREREQUISITES TO ADOPTION HAVE BEEN SATISFIED; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 1  
Ordinance No. 606.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Ordinance No. 606.24

**N. QUASI JUDICIAL RESOLUTIONS**

**O. CONSENT AGENDA**

- 2. Official Minutes of the September 10, 2024 First Budget Hearing**
- 3. Official Minutes of the September 30, 2024 Final Budget Hearing & Special Town Council Meeting**
- 4. Official Minutes of the September 30, 2024 Local Planning Agency Hearing**
- 5. A Resolution of the Town Council Approving the Payment of \$10,000 to Best Buddies International.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$10,000.00 TO BEST BUDDIES INTERNATIONAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 5  
Resolution No. 2979.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2979.24

**6. A Resolution of the Town Council Approving a Mutual Aid Agreement between the State of Florida Division of Emergency Management and the Town of Golden Beach.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE TOWN OF GOLDEN BEACH POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 6  
Resolution No. 2980.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2980.24

**7. A Resolution of the Town Council Authorizing the Expenditure of Up to \$60,000.00 for Individual Promotional and Premium Purchases.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF UP TO \$60,000.00 FOR INDIVIDUAL PROMOTIONAL AND PREMIUM PURCHASES; PROVIDING FOR AUTHORIZATION AND AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 7  
Resolution No. 2981.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2981.24

**8. A Resolution of the Town Council Approving the Agreement for Contracted Police Service with Officer David Carrazana.**

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

**Exhibit:** Agenda Report No. 8  
Resolution No. 2982.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2982.24

**9. A Resolution of the Town Council Approving An Employment Agreement with Eric Garcia.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT FOR CONTRACT EMPLOYEE ERIC GARCIA TO PROVIDE SUPPORT SERVICES IN THE ADMINISTRATIVE AND FINANCE DEPARTMENTS; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 9  
Resolution No. 2983.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2983.24

## **P. TOWN RESOLUTIONS**

### **10. A Resolution of the Town Council Approving Amendment #2 to the Fiscal Year 2023-2024 Operating Budget.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #2 TO THE 2023-2024 FISCAL YEAR OPERATING BUDGET; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 10  
Resolution No. 2984.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2984.24

### **11. A Resolution of the Town Council Amending Resolution 2946.24, Approving a List of Vendors and Budget(s) for the Town's CCTV Project.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING AN AMENDMENT TO RESOLUTION 2946.24 APPROVING A LIST OF VENDORS AND BUDGET(S) FOR SEVERAL TASKS ASSOCIATED WITH THE TOWN'S CLOSED CIRCUIT TELEVISION (CCTV) PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 11  
Resolution No. 2985.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2985.24

**Q. DISCUSSION & DIRECTION TO TOWN MANAGER**

Mayor Glenn Singer:  
None Requested

Vice Mayor Bernard Einstein:  
None Requested

Councilmember Kenneth Bernstein:  
None Requested

Councilmember Judy Lusskin:  
None Requested

Councilmember Jaime Mendal:  
None Requested

Town Manager Alexander Diaz  
None Requested

**S. ADJOURNMENT:**

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**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

100 Ocean Boulevard  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** October 29, 2024

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manger

Item Number:

1

**Subject:** Ordinance No. 606.24 – Amending the Town’s Comprehensive  
Plan to Provide for a Property Rights Element

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### **Recommendation:**

It is recommended that the Town Council adopt the attach Ordinance No. 606.24 as presented.

### **Background:**

The State of Florida’s Legislature, in the summer of 2021, amended the Community Planning Act to require every local government and county “to include in its comprehensive plan a property rights element.” F.S. §163.3177(6)(i)1. (2021). The Town of Golden Beach is required to adopt this new element “by the earlier of the date of its adoption it’s next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan.” F.S. §163.3177(6)(i)2. (2021). The Town of Golden Beach did not transmit any plan amendments after July 1, 2021, and identified the need to adopt this amendment in its July 21, 2023 Evaluation and Appraisal Notification Letter.

We are recommending this change to the Town’s Comprehensive Plan for the purpose of complying with Florida Statutes.

### **Fiscal Impact:**

None

1 TOWN OF GOLDEN BEACH, FLORIDA

2  
3 ORDINANCE NO. 606.24

4  
5 AN ORDINANCE OF THE TOWN OF GOLDEN BEACH,  
6 FLORIDA, AMENDING THE TOWN OF GOLDEN BEACH  
7 COMPREHENSIVE PLAN TO ADOPT A PROPERTY RIGHTS  
8 ELEMENT; PROVIDING THAT ALL PREREQUISITES TO  
9 ADOPTION HAVE BEEN SATISFIED; PROVIDING FOR  
10 CONFLICTS; PROVIDING FOR SEVERABILITY; AND  
11 PROVIDING AN EFFECTIVE DATE.

12  
13 WHEREAS, the Town of Golden Beach's Comprehensive Plan was originally  
14 adopted on December 6, 1988; and;

15 WHEREAS, the Comprehensive Plan was last amended in 2020 pursuant to  
16 Ordinance No. 593.20; and

17 WHEREAS, the provisions of the Community Planning Act, within Part II of  
18 Chapter 163, Florida Statutes, require adoption and continuous review of a municipal  
19 comprehensive plan; and

20 WHEREAS, the Town of Golden Beach, pursuant to the Community Planning  
21 Act, currently has an adopted Comprehensive Plan, which was submitted to and  
22 reviewed by the applicable agencies authorized by Chapter 163, Florida Statutes, and  
23 has been found in compliance with Chapter 163, Florida Statutes;

24 WHEREAS, Section 163.3177(6)(i)1., Florida Statutes, requires the Town of  
25 Golden Beach Comprehensive Plan to include a property rights element; and

26 WHEREAS, a public hearing was held by the Town Council, acting as the Town's  
27 Local Planning Agency, in compliance with Chapter 163, Florida Statutes, to consider  
28 the above referenced amendment; and

29 WHEREAS, the reviewing agencies authorized by Chapter 163, Florida Statutes,  
30 may make objections, recommendations, and comments ("ORC Report") to the Town  
31 not later than thirty (30) days after receiving the Town proposed amendment; and

Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.





61	
62	<b>2.0 Future Land Use Element</b>
63	2.1 Introduction
64	2.2 Existing Conditions
65	A. Existing Land Use
66	B. Natural Environment and Other Conditions
67	2.3 Analysis of Existing Conditions and Growth Trends
68	A. Growth Trends
69	B. Economy
70	C. Urban Services
71	D. Analysis
72	2.4 Future Land Use Plan
73	2.5 Goals, Objectives and Policies
74	
75	<b>3.0 Transportation Element</b>
76	3.1 Introduction
77	3.2 Description of Existing Transportation System
78	A. Roadway System
79	B. Significant Parking Facilities
80	C. Public Transit System
81	D. Significant Bicycle and Pedestrian Ways
82	E. Ports, Airport Facilities, Railways and Inter-Modal Facilities
83	3.3. Existing Functional Classification & Maintenance Responsibilities
84	3.4 Number of Through Lanes for Each Roadway
85	3.5 Major Public Transit Generators and Attractors
86	3.6 Designated Local & Regional Transportation Facilities Critical to the
87	Evacuation of the Coastal Population
88	3.7 Existing Peak Hour, Peak Direction and Level of Service for Roads, Mass
89	Transit Facilities & Corridors/Routes
90	3.8 Transportation Analysis
91	Analysis of Existing Transportation Systems

Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.

92	A. Arterial Roads
93	1. Ocean Drive/ SR A1A
94	B. Local Roadways
95	1. Golden Beach Drive
96	2. Other Local Streets
97	3.9 Analysis of Average Daily and Peak Hour Trips
98	3.10 Analysis of Modal Split and Vehicle Occupancy Rates
99	3.11 Analysis of Existing Public Transit Facilities
100	3.12 Population Characteristics Including Transportation Disadvantaged Persons
101	3.13 Characteristics of Major Trip Generators and Attractors
102	3.14 Analysis of the Availability of Transportation Facilities and Service to Serve
103	Existing Land Uses
104	3.15 Analysis of the Adequacy of the Existing and Proposed Transportation
105	Systems to Evacuate the Coastal Population Prior to an Impending
106	Natural Disaster
107	3.16 Analysis of Growth Trends, Travel Patterns, Interactions Between Land Use
108	and Transportation Facilities and Compatibility Between Future Land Use
109	and Transportation Elements
110	3.17 Analysis of Existing and Projected Inter-modal Deficiencies and Needs
111	3.18 Analysis of the Projected Transportation Level of Service and System Needs
112	3.19 Analysis of Projects Planned by the Florida Department of Transportation's
113	Adopted Work Program, Metropolitan Planning Organization and the Local
114	Transportation Authority
115	3.20 Analysis of Maintenance of Adopted Level of Service (LOS) Standards
116	3.21 Analysis of Internal Consistency Between Elements
117	3.22 Analysis of Transportation Management Programs Necessary to Promote
118	and Support Public Transportation Systems
119	3.23 Maintenance of Roadways
120	3.24 Future Map Series
121	3.25 Goals, Objectives and Policies
122	3.26 Appendix

Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.

123 A. LOS Methodology

124 B. FDOT Tables

125

126 **4.0 Housing Element**

127 4.1 Introduction

128 4.2 Existing Housing Characteristics

129 a. Housing Inventory

130 b. Substandard Housing

131 4.3 Housing Market

132 a. Existing Home Values

133 b. Home Sale Prices

134 c. Rents

135 4.4 Analysis of Housing Conditions

136 a. Projected Housing Needs

137 b. Requirements for Capital Improvements

138 4.5 Population Characteristics

139 4.6 Population Projections

140 4.7 Affordable Housing Needs

141 a. Cost Burden, General

142 b. Household Income

143 c. Elderly Households

144 d. Size of Households

145 e. Analysis of Standard Units

146 f. Analysis of Means for Providing Group Homes

147 4.8 Goals, Objectives and Policies

148

149 **5.0 Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water and**  
150 **Natural Groundwater Aquifer Recharge Element**

151 5.1 Introduction

152 A. Sanitary Sewer

153 B. Solid Waste

Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.

- 154 C. Stormwater Management
- 155 D. Potable Water
- 156 E. Natural Groundwater Recharge

157 5.2 Sanitary Sewer

158 5.3 Solid Waste

159 a. Trash Removal

160 b. Recycling

161 5.4 Stormwater Management

162 5.5 Potable Water

163 5.6 Natural Groundwater Aquifer Recharge

164 5.7 Goals, Objectives and Policies

165

166 **6.0 Coastal Management Element**

167 6.1 Introduction

168 6.2 Existing Conditions

169 A. Assessment of Point Pollution into the Intracoastal Waterway

170 B. Description of the Town's Biological Systems

171 C. Assessment of Coastal Infrastructure

172 6.3 Natural Disaster Planning

173 6.4 Goals, Objectives and Policies

174

175 **7.0 Conservation Element**

176 7.1 Purpose

177 A. Environmental Setting

178 B. Current Situation

179 C. Commercial Valuable Materials and Resources

180 D. Beach and Soil Erosion

181 1. Beach Erosion

182 2. Soil Erosion

183 E. Inventory and Analysis

184 A. Water Resources

Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.

- 185 B. Flora and Fauna
- 186 C. Air Quality
- 187 7.2 Conservation and Recreational Use of Natural Resources
- 188 7.3 Development Pressures and Pollution
- 189 7.4 Hazardous Wastes
- 190 7.5 Potable Water Use
- 191 7.6 Recommendations for Managing the Natural Environment
- 192 7.7 Goals, Objectives and Policies

193

194 **8.0 Recreation and Open Space Element**

- 195 8.1 Introduction
- 196 8.2 Existing Conditions
  - 197 a. Town Facilities
  - 198 b. Regional Facilities
- 199 8.3 Park and Recreation Needs and Level of Service
  - 200 a. Changing Needs
  - 201 b. Existing Park Acreage and Level of Service Standard
  - 202 c. Future Park Acreage and Level of Service Standard
  - 203 d. Park and Recreation Master Plan
- 204 8.4 Goals, Objectives and Policies

205

206 **9.0 Intergovernmental Coordination Element**

- 207 9.1 Introduction
- 208 9.2 Existing Conditions
  - 209 A. Adjacent Municipalities
  - 210 B. County Governments
  - 211 C. Utility Companies
  - 212 D. Regional Agencies
  - 213 E. State Agencies
  - 214 F. Coordinating Mechanisms
- 215 9.3 Goals, Objectives and Policies

Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.

216  
217 **10.0 Capital Improvement Element**  
218 10.1 Introduction  
219 10.2 Financial Resources  
220 A. General Fund  
221 B. Proprietary Funds  
222 C. November 2007 General Obligation Bond  
223 10.3 Fiscal Assessment  
224 10.4 Adequacy of Facilities  
225 10.5 Projected Revenues and Operating Costs  
226 10.6 Level of Service (LOS) Standards  
227 10.7 Capital Improvements Program  
228 10.8 Monitoring and Evaluation  
229 10.9 Goals, Objectives and Policies

230  
231 **11. Property Rights Element**

- 232 **11.1 Introduction**  
233 **11.2 Goals, Objectives, Policies**

234  
235 **Section 3. Comprehensive Plan Amendment.** That the Town of Golden Beach  
236 Comprehensive Plan is amended to include the creation of a new Section 11. “Property  
237 Rights Element” as follows:

238  
239 **11. PROPERTY RIGHTS ELEMENT**

240  
241 **11.1 Introduction**

242

243 The State of Florida’s Legislature, in the summer of 2021, amended the Community  
244 Planning Act to require every local government and county “to include in its  
245 comprehensive plan a property rights element.” F.S. §163.3177(6)(i)1. (2021). The Town  
246 of Golden Beach is required to adopt this new element “by the earlier of the date of its  
247 adoption it’s next proposed plan amendment that is initiated after July 1, 2021, or the  
248 date of the next scheduled evaluation and appraisal of its comprehensive plan.” F.S.  
249 §163.3177(6)(i)2. (2021). The Town of Golden Beach did not transmit any plan  
250 amendments after July 1, 2021, and identified the need to adopt this amendment in its  
251 July 21, 2023 Evaluation and Appraisal Notification Letter.

252

## 253 **11.2 Goals, Objectives, Policies**

254

255 **Goal 1:** The Town of Golden Beach shall make planning and development decisions  
256 with respect for property rights in compliance with the requirements of Section  
257 163.3177, Florida Statutes, as amended.

258

259 **Objective 1.1:** The Town of Golden Beach will respect judicially acknowledged and  
260 constitutionally protected private property rights.

261

262 **Policy 1.1.1:** The Town of Golden Beach shall consider in its decision-making the  
263 right of a property owner to physically possess and control their interests in the  
264 property, including easements, leases, or mineral rights.

265

266 **Policy 1.1.2:** The Town of Golden Beach shall consider in its decision-making the  
267 right of a property owner to use, maintain, develop, and improve their property for  
268 personal use or for the use of any other person, subject to state law and local  
269 ordinances.

270

Additions to the text are shown in underline. Deletions to the text are shown in ~~strike~~through.

271 **Policy 1.1.3:** The Town of Golden Beach shall consider in its decision-making the  
272 right of the property owner to privacy and to exclude others from the property to  
273 protect the owner’s possessions and property.

274  
275 **Policy 1.1.4:** The Town of Golden Beach shall consider in its decision-making the  
276 right of a property owner to dispose of their property through sale or gift.

277  
278 **Section 4. Transmittal of Proposed Amendment.** That upon approval on first  
279 reading, this Comprehensive Plan Amendment shall be transmitted to the Department of  
280 Commerce and other reviewing agencies pursuant to Section 163.3184, Florida  
281 Statutes.

282 **Section 5. Prerequisites.** That the amendment to the Comprehensive Plan has  
283 been reviewed by all of the reviewing agencies, and all procedural and substantive  
284 prerequisites have been completed prior to adoption as set forth in Part II of Chapter  
285 163, Florida Statutes.

286 **Section 6. Transmittal of Adopted Amendment.** That the amendment to the  
287 Comprehensive Plan was recommended for approval by the Town Council as the Local  
288 Planning Agency, in compliance with Part II of Chapter 163, Florida Statutes, and is  
289 hereby adopted as an amendment to the Comprehensive Plan by the Town Council of  
290 the Town of Golden Beach, Florida. The Town Council hereby directs the Town Clerk to  
291 transmit this final action to the Department of Commerce in compliance with Chapter  
292 163, Florida Statutes.

293 **Section 7. Conflicts.** That all ordinances or parts of ordinances, all Town Code  
294 sections or parts of Town Code sections, and all resolutions or parts of resolutions in  
295 conflict with this ordinance are hereby repealed to the extent of such conflict.

296 **Section 8. Severability.** That should any section or provision of this ordinance or  
297 any portion thereof, any paragraph, sentence, clause or word be declared by a court of  
298 competent jurisdiction to be invalid, such decision shall not affect the validity of the  
299 remainder hereof as a whole or part hereof other than the part declared invalid.

Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.



300           **Section 9. Effective Date.** That this Ordinance shall be in full force and take  
301 effect immediately upon its passage and adoption on second reading, except that the  
302 effective date of this plan amendment, if the amendment is not timely challenged, shall  
303 be 31 days after the state land planning agency notifies the local government that the  
304 plan amendment package is complete. If the amendment is timely challenged, this  
305 amendment shall become effective on the date the state land planning agency or the  
306 Administration Commission enters a final order determining this adopted amendment to  
307 be in compliance. No development orders, development permits, or development  
308 dependent on this amendment may be issued or commence before it has become  
309 effective.

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316                                   [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.

325 The Motion to adopt the foregoing Ordinance was offered by Councilmember  
326 \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and on roll call the  
327 following vote ensued:

328 Mayor Glenn Singer \_\_\_\_\_  
329 Vice Mayor Bernard Einstein \_\_\_\_\_  
330 Councilmember Kenneth Bernstein \_\_\_\_\_  
331 Councilmember Judy Lusskin \_\_\_\_\_  
332 Councilmember Jaime Mendal \_\_\_\_\_

334 **PASSED AND ADOPTED** on first reading this \_\_\_ day of \_\_\_\_\_, 2024.

335  
336 The Motion to adopt the foregoing Ordinance was offered by Councilmember  
337 \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and on roll call the  
338 following vote ensued:

340 Mayor Glenn Singer \_\_\_\_\_  
341 Vice Mayor Bernard Einstein \_\_\_\_\_  
342 Councilmember Kenneth Bernstein \_\_\_\_\_  
343 Councilmember Judy Lusskin \_\_\_\_\_  
344 Councilmember Jaime Mendal \_\_\_\_\_

345  
346 **PASSED AND ADOPTED** on second reading this \_\_\_ day of \_\_\_\_\_, 2024.

347  
348  
349  
350 \_\_\_\_\_  
351 MAYOR GLENN SINGER

352 ATTEST:

353  
354  
355 \_\_\_\_\_  
356 LISSETTE PEREZ  
357 TOWN CLERK

358  
359 APPROVED AS TO FORM  
360 AND LEGAL SUFFICIENCY:

361  
362  
363 \_\_\_\_\_  
364 STEPHEN J. HELFMAN  
365 TOWN ATTORNEY

Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160


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## MEMORANDUM

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**Date:** October 29, 2024

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Lissette Perez,   
Town Clerk

**Subject:** **Town Council Minutes**

Item Numbers:

2-4

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### **Recommendation:**

It is recommended that the Town Council adopt the attached official minutes:

- September 10, 2024 First Budget Hearing
- September 30, 2024 Final Budget Hearing & Special Town Council Meeting
- September 30, 2024 Local Planning Agency Hearing



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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Official Minutes for the September 10, 2024  
First Budget Hearing called for 6:00 P.M.

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**Zoom Room Meeting ID: 821 0452 4653 Password: 103071**

**For Dial In Only: Call 929.205.6099 Meeting ID: 821 0452 4653**

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO [LPEREZ@GOLDENBEACH.US](mailto:LPEREZ@GOLDENBEACH.US) BY 2:00 P.M. TUESDAY, SEPTEMBER 10, 2024.

## A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 6:21 p.m.

## B. ROLL CALL

**Councilmembers Present:** Mayor Glenn Singer, Vice Mayor Bernard Einstein via Zoom, Councilmember Judy Lusskin, Councilmember Jaime Mendal, Councilmember Kenneth Bernstein

**Staff Present:** Town Manager Alexander Diaz, Town Attorney Steve Helfman via Zoom, Assistant Town Manager Linda Epperson, Town Clerk Lissette Perez, Police Captain Yovany Diaz, Building and Zoning Director Lissett Rovira, Finance Director Maria D. Camacho, Public Works Director Kirk McKoy, Resident Services Director Michael Glidden, Administrative Assistant Eric Garcia, HR Generalist and Assistant to the Town Clerk Elena Cheung

## C. PLEDGE OF ALLEGIANCE

Captain Yovany Diaz led the Pledge of Allegiance

## D. ADOPTION OF PROPOSED COMBINED MILLAGE AND PROPOSED OPERATING BUDGET FOR FISCAL YEAR 2024/2025 (TIME CERTAIN ITEM)

1. **A Resolution of the Town Council Adopting the Proposed Millage Rate for the Fiscal Year Commencing October 1, 2024 through September 30, 2025.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE PROPOSED MILLAGE RATE OF THE TOWN OF GOLDEN BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); SETTING A DATE FOR A FINAL PUBLIC HEARING TO

ADOPT THE MILLAGE RATE; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 1  
Resolution No. 2965.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2965.24

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Bernstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

The motion passed

**Town Attorney** We're simply reading both items into record and conducting one public hearing on both items together. Then we'll come back and act on each resolution and ordinance separately. Announced the proposed millage rate into record. We are now set to go forward with the presentation to discuss both the budget and the millage.

**Mayor Singer** The proposed millage rate for the Town for fiscal year commencing October 1, 2024 through September 30, 2025 is hereby fixed at 7.6630 mills which is 7.6630 dollars per \$1000 of assessed property value within the Town of Golden Beach. That puts the rollback rate at 6.8227, and the proposed millage rate of 7.6630 mills, which is 12.32 over the rollback rate. And the voted debt service for the fiscal year will be point .7370 mills.

**2. A Resolution of the Town Council Adopting the Tentative Budgets for the Fiscal Year Commencing October 1, 2024 through September 30, 2025.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE TENTATIVE BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 2  
Resolution No. 2966.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2966.24

A motion to approve was made by Councilmember Luskin, seconded by Councilmember Bernstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Luskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

The motion passed

**Town Manager** As we have done in years past, we have sent a brief overview of the budget to everyone's home. The budget in brief is an opportunity for our residents at home to get a better understanding as to what our operating and capital budget presents to them. There's been some rumors about the independence and integrity of our budget. I want to remind the community that for 16 years in a row our budget has received the Outstanding Budget of Excellence award from an independent organization, the Government Finance Officer Association. Over the last 14 years we have had a clean audit. This year we've included the audit findings in our budget. Our budget is audited independently through an independent auditing company, and found no deficiencies in our budget, and, in fact, has found that our budget has grown in reserves year after year. Our final budget hearing is scheduled for Monday, September 30. That will also be our regular town council meeting where we vote on the budget. Today's hearing is required under Florida law to just present the budget. There will be no other non-budget related items on today's agenda.

Town Manager went on to discuss general guiding principles for this year's budget and reviewed budget line items. Our commitment to the community is to always try to keep a combined millage rate of 8.4 mills. This year, we will be setting the town's operating millage rate at 7.6630 and debt service at .7370 for a combined 8.4 millage rate. For the 10<sup>th</sup> year in a row, we've been able to maintain this rate.

Town Manager gave an overview of all the funds by department instead of going line by line; already met with Mayor and Council individually prior to tonight's meeting. If there is any member of the public who has a question on a budget line item, we could dive into it. Our town's overall budget for this year is \$27.3 million for a balanced budget.

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

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

**Exhibit:** Agenda Report No. 3  
Resolution No. 2967.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2967.24

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Bernstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

The motion passed

**Town Manager** The only thing that we're changing in the proposed fee schedule is increasing the cost of renting tables and chairs from the town to a fixed unit price; all other fees remain the same.

**E. ADJOURNMENT:**

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A motion to adjourn the Council Meeting was made by Mayor Singer and seconded by Vice Mayor Einstein.

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 7:25 p.m.

Respectfully submitted,

*Lissette Perez*  
Lissette Perez  
Town Clerk



# TOWN OF GOLDEN BEACH

100 Ocean Boulevard  
Golden Beach, FL 33160

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**Official Minutes for the September 30, 2024  
Final Budget Hearing & Special Town Council Meeting called for 6:00 P.M.**

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**Zoom Room Meeting ID: 835 8998 5321 Password: 049732**

**For Dial In Only: Call 305.224.1968 Meeting ID: 835 8998 5321**

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO [LPEREZ@GOLDENBEACH.US](mailto:LPEREZ@GOLDENBEACH.US) BY 2:00 P.M. TUESDAY, SEPTEMBER 30, 2024.

## **A. MEETING CALLED TO ORDER**

**Mayor Singer** called the meeting to order at 6:05 p.m.

## **B. ROLL CALL**

**Councilmembers Present:** Mayor Glenn Singer, Vice Mayor Bernard Einstein, Councilmember Judy Lusskin, Councilmember Jaime Mendal, Councilmember Kenneth Bernstein

**Staff Present:** Town Manager Alexander Diaz, Town Attorney Steve Helfman, Assistant Town Manager Linda Epperson, Town Clerk Lissette Perez, Finance Director Maria D. Camacho, Police Chief Rudy Herbello, Police Captain Yovany Diaz, Building and Zoning Director Lissett Rovira, Public Works Director Kirk McKoy, Resident Services Director Michael Glidden, Administrative Assistant Eric Garcia, HR Generalist and Assistant to the Town Clerk Elena Cheung, Administrative Office Coordinator Amber Schwabenbauer

## **C. PLEDGE OF ALLEGIANCE**

**Chief Rudy Herbello** led the Pledge of Allegiance

## **D. PRESENTATIONS / TOWN PROCLAMATIONS**

CHECK PRESENTATION FOR TOWN STORMWATER  
DRAINAGE/RETAINING WALL PROJECT

**Mayor Singer** We have a few special invited dignitaries in the audience tonight who are here to present the Town of Golden Beach with a special check for \$850,000 in grant funds for the Wellness Center project. Please join me in welcoming Representative Fabian Basabe, Representative Mike Bernardo and Senator Ana Marie Rodriguez. Also, I'd like to welcome our lobbyist, Dave Caserta.

PROCLAMATION PRESENTATION



**Mayor Singer** presented a proclamation to Rabbi Chay Amar from the Town of Golden Beach

**E. ADOPTION OF FINAL COMBINED MILLAGE AND FINAL OPERATING BUDGET FOR FISCAL YEAR 2024/2025 (TIME CERTAIN ITEM)**

- 1. A Resolution of the Town Council Adopting the Final Millage Rate for the Fiscal Year Commencing October 1, 2024 through September 30, 2025.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL MILLAGE RATE OF THE TOWN OF GOLDEN BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 1  
Resolution No. 2968.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2968.24

A motion to approve was made by Councilmember Lusskin, seconded by Vice Mayor Einstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

The motion passed

**Mayor Singer** To reiterate, it's the final millage rate for the fiscal year commencing October 1, 2024 through September 30, 2025 be hereby fixed at rate 7.6630 mills per \$1000 of assessed property value. Rollback rate of 6.8227 and final millage rate of 7.6630 mills which is 12.32% over rollback rate.

**Town Manager** This is my 18<sup>th</sup> year presenting the budget. We made a commitment in 2007 to always try to keep our combined millage rate lower than 8.49 mills. We've lowered our millage rate three times in the last few years for a combined millage rate of 8.4. In 2014, we had a community worth \$760 million. Today, our community is worth \$1.84 billion, a growth of \$1.1 billion. We've invested \$76 million in capital projects by only asking our community to pay for \$20 million. Tonight, you're going to see another example of the hard work this Council and our State partners have done to be able to maintain our millage rate. Of course, we've had to grow our staff. But we're offering more amenities. It's important to understand that our millage rate is a combined millage rate of which we've successfully lowered over the last three years.

**2. A Resolution of the Town Council Adopting the Final Budgets for the Fiscal Year Commencing October 1, 2024 through September 30, 2025.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 2  
Resolution No. 2969.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2969.24

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Mendal, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

The motion passed

**Town Manager** There have been no changes to the budget as presented at the last budget meeting. It calls for us to fully deliver Reimagined Tweddle Park and the Wellness Center in next year’s budget. It also calls for \$500,000 for our wayfinding system on Ocean Blvd; also \$400,000 for our new annex; a 3% COLA to our employees even though our neighboring communities are giving up to 8%, we decided 3% is more than fair; 15% increase in our non-windstorm policies to our insurance line; \$400,000 growth to our reserves; also included \$850,000 that the State of Florida has generously decided to give us for the Wellness Center project. It is a very healthy budget. We now have 90 employees to serve you; 30 of them are in our police department. The most exciting part about this year’s budget, which is something the residents have been asking for years, is that we will be starting our Park Ranger program in this budget. It means our parks will finally be patrolled and ensuring the residents have the right to use the parks as they have done so through the ordinances we pass.

**F. MOTION TO SET THE AGENDA**

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

**Councilmember Lusskin** is removing the discussion item regarding South gate.

**Mayor Singer** Recessed the Council Meeting at 6:21 pm to move into the Local Planning Agency hearing.

## **G. GOOD AND WELFARE**

**Stanley Fineman** I'm in awe of the progress that the Council has achieved. I've noticed the great changes that have taken place on my drive here. Kudos to that. My feeling about the assessment was real simple. I noticed that the assessment was on non ad valorem section of the bill and I was a bit upset because I noticed that we're being billed about a thousand dollars a year and I was informed that the contract has already been signed. I believe that assessment should be dropped completely, and the town should pick it up and pay for it as a service that's performed for the town.

**Jeff Sonn** I'm raising the issue of Hotwire. I think what Dr. Fineman was talking about was the assessment on the bill for Hotwire, and I understand his concern. What I'm raising is what another resident raised about the Hotwire services for our internet, and that is, I believe we were given an initial 2-year charge introductory plan for 2 years at a certain rate, where you got at least 1 GB, and you could get up to 2 GB. But when that 2 years is up, one of the residents was asking on Whatsapp, is the town going to negotiate another promotional rate for all residents? That's a favorable rate going forward because we have 350 homes, over a thousand residents. We have the ability to negotiate when that introductory rate is up, even though we negotiated with them to put in the fiber optic and provide that service. And we're paying for that. We're paying for that installation through our assessments. And frankly, I'm very happy to have fiber optic. But I would encourage our town manager to negotiate with them to see if we can get another promotional rate for Hotwire for another couple of years when the initial rate is up.

**Andrew Rabin** (via Zoom) With the recent hurricane, we've had a significant amount of beach erosion in our section of the beach, probably affecting at least a half dozen houses. We have a private beach raking company that typically supplements what the town does to maintain the beach, and we spoke with them about coming out to take down some of the escarpments that have formed, and they said that because it is still turtle season, they have to get a special permit from the DEP to get permission to do the work. They requested an emergency permit, but they said it could take days, weeks, or they may never hear back on that. I don't know if the town is aware, it's almost a dangerous condition for some of the houses down here and if there's anything the town could do to help out.

## **H. MAYOR'S REPORT**

Hurricane Helene was a good lesson for the town of Golden Beach. It was a horrific storm, but did not affect Golden Beach as much as it could have. But it puts us at a good thought process. What we learned from that storm is 1) we always need to be prepared because that storm came out of nowhere and in 3 days went up the Gulf coast. So, you have to be proactive and be prepared; 2) it's imperative that all our seawalls are up to code. If your seawall is not up to code, we're going to pursue it. But you should take the proactive stance and bring your seawall up to code, because that would definitely help during tidal surge, even though if this storm hit, it would not have made a difference; 3) when they say to evacuate, you need to evacuate. The surge over on the west coast in certain areas was 20 feet tall. That's over 2 buildings, meaning that

the surge from the ocean would be over this building or the top of this building to the intercoastal. It is imperative that we learn from this storm.

The security cameras due to the storm, the poles on the beach were affected. But we're making progress reinstalling them, and the camera project is almost complete. All the intercoastal cameras are on, and majority of them are connected. The project is making progress and hopefully within the next 30 days all the cameras will be working.

The Wellness Center presentation on the final plans will be presented today. Once that's approved, then we'll go and ask for final permitted plans. Once that's attained, we'll be able to go out to bid to get 3 bids at minimum and do that by the year end.

Halloween this year is going to be at Tweddle Park and the old Town Hall is going to be converted into a haunted house and they have some great things planned for the children

The high holidays are around the corner. I sent an email out last week and the town is being proactive. All the emergency call buttons are working; we're having additional patrol on A1A by the Temple. There will be extra visibility by the Golden Beach police department, and I thank the Chief for putting that plan together. I want to wish everyone a happy and healthy new year.

Regarding the Good and Welfare comments, I don't want it to go unaddressed. Hotwire replaced our old internet service and it is a 10-year non-negotiable contract and they provided all the infrastructure for the high speed network. We have very few complaints regarding the internet. Regarding the beach issue with the high tide and the storm surge, it did take a tremendous amount of the beach away. It happens at every storm. After the storm settles, and a month later the beach renourishes itself, and the beach comes back to life. So, before anyone jumps to any renourishment programs, I would suggest that you let Mother Nature take its course.

## **I. COUNCIL COMMENTS**

**Councilmember Mendal** Happy New Year to all who celebrate. Halloween is typically our biggest event here so hopefully we see everyone there. Thank you to the Town Manager and Administration, and to Maria for the work they put in for the last few months on the budget.

**Councilmember Lusskin** Over the past couple of weeks we've had some really windy days and some rainstorms. Kirk and the Public Works team were picking up all the debris by 6:00 in the morning. The town was cleaned so fast and I thank you for that. Special condolences to Officer Edsel Carrasco and his family. They lost a son. Edsel has been with us for so many years and like family, our hearts are really with the family. Right after Halloween is Veterans Day. We're planning a very special Veterans Day this year. We hope to see you all come. Thank you to Alex and the staff. The budget each year gets better and better.

**Councilmember Bernstein** Before Hotwire, we didn't have fiber, and when we negotiated with Hotwire, we became the first city to ever bring fiber to all its residents. So, part of what we negotiated with them was to get a discounted rate for everybody for getting 1 gig of speed with fiber. This was a dramatic reduction from what the majority

of people were paying to what we're paying now. I also wanted to address Ms. Addison who was talking about the south gate. I wanted to bring forth something that I'm not sure has been discussed. When we were planning out everything that was being done in the city, when we were planning out the City Hall, when we were planning out how the parks were going to be. We spent a lot of time talking about this road and what I'm not sure if everyone realizes, hopefully they do by now, because I saw it on the chat, is that by contract we gave up rights to that road 20 plus years ago. And not only that, but once we started to use it, and we got into litigation, and we had a settlement where we ended up paying over \$300,000, and this all took place more than 20 something years ago. I had probably 4 or 5 conversations with Steve, our attorney, over the years about it. Is there a way we could get around it legally and we really didn't. And the only thing that we could do is try to work with our neighbors, and we went to them. We were only supposed to use it for emergency purposes. They ended up letting us use it during the construction. They ended up letting us use it beyond what we were supposed to be doing, but when it came to a permanent use and talking to them, the only way that we were able to actually continue the use is if we were going to give up the rights to our parks, our wellness center, our tennis courts, our basketball courts, and given that security has been such an issue in this city, and it's permeated the city when we were going through actually doing the plans. I just want everyone to remember that when we looked at the idea of giving this up to Golden Gate it just didn't make any sense to us, and it was a nonstarter from the beginning. So, I just want everyone to know we did spend a lot of time talking about this. We did try to figure it out. And after we realized we couldn't use the roads, we tried to figure out how to activate that space as much as possible. So, what you've seen in the plans that have taken place over the last 3 years is trying to figure out how to activate and use the space best for the residents.

**Vice Mayor** I want to wish everybody a happy and healthy new year to those who celebrate it. I also want to give my condolences to the families who are awaiting hostages to return back to them. Regarding the budget, once again there's been a lot of hard work. We have met individually with the town manager on several occasions, went through this budget item per item. I think we have an extremely unbelievable budget, one that can be understood, and it's totally transparent and given to the community, and I welcome everyone in the community to review that budget. Regarding hurricane preparedness, I want to take my hats off and challenge any other community in Florida and South Florida as to what Golden Beach does. Our town manager was out all night the night before the hurricane trying to get the town in order. I want to take my hat off to Kirk and his crew that are out there. I don't know if the people in Golden Beach are totally aware of what kind of team and what kind of family that we have, who have our backs, our police, our maintenance, our administration. I just want to say thank you on behalf of the Council and on behalf of the community. Our condolences to Officer Carrasco for the tragedy that has affected your family; your son will be remembered.

## **J. TOWN MANAGER REPORT/MAJOR PROJECTS UPDATE**

Regarding Hotwire assessment, which is a Public Works infrastructure assessment because that's the only category available through the county, was approved by unanimous consent of the Council, and is a perpetual assessment that does not change. It is a fixed rate for the next 10 years, even though the values of your home may go up, it is a fixed rate. It does not adjust, based on the fixed rate. As it relates to promotional discounts or professional rates, here's what was negotiated. If we met a penetration rate, our promotional rates would stay which they are, and they're only

adjusted by inflationary rates. And we did meet the penetration rate, and therefore our promotional rates are fixed. They're not promotional. They become part of our rates. When you compare our rates compared to the rates that the general public is offered, not through other bulk contracts, you will see that they are deeply discounted compared to other communities.

I want to recognize Amber who is now part of our in-town staff. She is our new Office Manager/Receptionist; she'll be the one who greets all our residents. She replaces Ms. Talley who retired. She works under Michael Glidden and Resident Services and Lissette Perez.

We are excited that Halloween will be here on the south side of town. Think big, think different. It's not going to be what we're used to in North Park, but it's going to be exciting. We are going to be following the same rules as last year. If you're going to have friends come and join us at our Halloween event, they must be inside of the gates prior to 5 pm. They need to be parked inside prior to 5 pm. There will be no guests allowed to drive into Golden Beach at all past 5 pm. Uber deliveries and all that stuff will be at the guardhouse, and then we will drive them over to you. So, it is going to be a closed event for Golden Beach residents and their accompanied invited guests like we did last year. South Gate will only be available for residents who live on Terracina because the Golden Gate arm that goes to Terracina will be full of rides and all kinds of cool creative things. So that's the only reason we're going to clear the gate to let people out that day who live on that side of town, and it's going to be super exciting. Ms. Mendal recommended adding a toddler area for Halloween. We will have an area designated just for toddlers at this year's Halloween. It is a great idea. We think it's exciting when residents come up with those ideas and we try to implement it.

- Civic Center  
We've taken possession of the Civic Center. We are doing some final touches. Just today, we commenced the project of installing the BDA, which is the equipment needed for the fire department to be able to communicate for their radios to be communicating. Ms. Epperson, our Assistant Town Manager, is working diligently with Lissett Rovira, and Paul Abbott to make sure that we can get the rest of the permits closed, and that we can take final possession of the building in terms of the paperwork.
- Closed Circuit Television (CCTV)  
There are some minor setbacks on the final installation of CCTV which will bring an additional 219 camera lenses to our community throughout the town. We are working with FDOT. There is a State law that prohibits the installation of the cameras on Ocean Blvd. We have installed them anyway, and we're working to get a waiver, and we're working to get the governor to maybe introduce a rule that will allow that to go into effect.
- Re-Imagined Tweddle Park  
It is on hold because of the weather. In order for tennis courts to be properly installed, we need to have five consecutive days of dry weather in order to finish the courts. It is not a vendor or budget issue; it is a Mother Nature issue. You cannot go on the courts and I want to briefly talk about the rules for the courts. Once we go live, which is very soon, you will need your resident ID key fob to open the gate to get into the gates. It's important that you understand that this is your card. If you decide to give your card to a friend to use our courts, you will be barred from using our courts for a period of time, because our courts are for

Golden Beach residents and their accompanied guests while playing together. Our residents have asked that we have a closed community. This card is also what you will need to access the pedestrian gates, except for, of course, on the Sabbath, which will be the one downstairs underneath, this building will be open from sunrise Friday to sunset Saturday. But this is the card that will also need. You'll need to get into the bathrooms at the beach pavilion, both the men and women's bathroom. This is the card that you need to go through the pedestrian gates, tennis courts, pickleball courts, and of course, eventually the Wellness center. It's important that our residents know that, and please keep that in mind. As I mentioned earlier, we will have a Park Ranger program. The Park Ranger program has been designed to ensure compliance with the rules as it relates to our facilities.

## K. TOWN ATTORNEY REPORT

None

## L. ORDINANCES – SECOND READING

### 3. An Ordinance of the Town Council of the Town of Golden Beach Amending the Town's Code or Ordinances, Chapter 46 "Waterways", Article VI, Section 46-81 to Allow for Repairs, Reconstruction or Replacement of Legal Non-Conforming Seawalls.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY REVISING ARTICLE VI "SEAWALLS AND DOCKS", SECTION 46-81, "EXTENSION OF SEAWALL INTO WATERWAYS", WITHIN CHAPTER 46 "WATERWAYS", TO ALLOW FOR THE REPAIRS, RECONSTRUCTION OR REPLACEMENT OF LEGAL NON-CONFORMING SEAWALLS WHICH ENCROACH INTO WATERWAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 3  
Ordinance No. 605.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Ordinance No. 605.24

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Bernstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

The motion passed

**Town Attorney** This allows people whose sea walls currently extend beyond their rear property line, and historically were built with permits that way to replace them to that same location without coming to the town for a variance. This is a public hearing. If anybody wishes to come forward and speak to this item, now's that opportunity.

**M. ORDINANCES - FIRST READING**

None

**N. QUASI JUDICIAL RESOLUTIONS**

**4. A Resolution of the Town Council Approving a Variance Request for the Property Located at 605 Golden Beach Drive for the Finished Grade Elevation to Exceed the Crown of the Road.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR PROPERTY LOCATED AT 605 GOLDEN BEACH DR., GOLDEN BEACH, FLORIDA 33160. TO PERMIT THE FINISHED GRADE OF THE LOT, (AT THE REAR AND NORTH SIDE YARD), TO BE AT 7.23' NGVD, AND EXTERIOR SLABS, DECKS, AND WALKWAYS TO EXCEED THE CROWN OF THE ROAD, WITH AN ELEVATION NOT TO EXCEED 9.23' NGVD.

**Exhibit:** Agenda Report No. 4  
Resolution No. 2970.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2970.24

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Mendal, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

The motion passed

**Town Manager** The residents are here and waive in support.

**O. WELLNESS CENTER PROJECT UPDATE/COUNCIL ACCEPTANCE**

- Floor plans and site plans will be presented for your review and acceptance



At your last council meeting we were able to provide to you a discussion on a workshop to discuss in terms of site and location and the size. In our original proposal, we had called for an enclosed venue space on the first floor, and we had called for a disc on the second floor, with approximately 7,700 square feet of programmable space. And what we learned over the summer was that there was a lot of pushback for having the enclosed party space, and that the disc size may be a little bit too big. In working with our Council, in trying to make some final decisions, because we do need to make final decisions so we can actually get construction ready documents to bring to the Council for its consideration for bidding. Here's what we're presenting to you tonight.

Roll call vote on the acceptance of the Wellness Center Project presentation

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Luskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

The motion passed

## P. CONSENT AGENDA

- 5. Official Minutes of the August 27, 2024 Special Town Council Meeting**
- 6. A Resolution of the Town Council Approving the Payment of \$5,000 to the Women's Breast and Heart Initiative.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$5,000.00 TO THE WOMEN'S BREAST AND HEART INITIATIVE FOR THE 13<sup>TH</sup> ANNUAL BREAST CANCER GOLF TOURNAMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 6  
Resolution No. 2971.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2971.24

A motion to approve was made by Councilmember Luskin, seconded by Vice Mayor Einstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Out of chambers</u>
Councilmember Judy Luskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Out of chambers</u>

The motion passed

**7. A Resolution of the Town Council Approving a Mutual Aid Agreement between the South Florida Financial Crime Strike Force and the Town of Golden Beach.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE SOUTH FLORIDA FINANCIAL CRIME STRIKE FORCE AND THE TOWN OF GOLDEN BEACH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 7  
Resolution No. 2972.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2972.24

A motion to approve was made by Councilmember Lusskin, seconded by Vice Mayor Einstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Out of chambers</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Out of chambers</u>

The motion passed

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

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

**Exhibit:** Agenda Report No. 8  
Resolution No. 2973.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2973.24

A motion to approve was made by Councilmember Lusskin, seconded by Vice Mayor Einstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Out of chambers</u>
Councilmember Judy Luskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Out of chambers</u>

The motion passed

**9. A Resolution of the Town Council Approving An Agreement with David T. Caserta Government Relations, Inc.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A NEW AGREEMENT WITH DAVID T. CASERTA GOVERNMENT RELATIONS, INC. FOR CONSULTING SERVICES FOR THE PERIOD BEGINNING NOVEMBER 1, 2024 THROUGH OCTOBER 31, 2025; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 9  
Resolution No. 2974.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2974.24

A motion to approve was made by Councilmember Luskin, seconded by Vice Mayor Einstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Out of chambers</u>
Councilmember Judy Luskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Out of chambers</u>

The motion passed

**10. A Resolution of the Town Council Providing for Modified Eligibility Requirements for Current and Retired Town Councilmember's and Their Eligible Dependents Under the Town's Group Health Insurance Plan.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA; PROVIDING FOR THE PROVISION OF HEALTH INSURANCE BENEFITS FOR CURRENT AND RETIRED TOWN COUNCILMEMBERS AND THEIR ELIGIBLE DEPENDENTS UNDER THE TOWN'S GROUP HEALTH INSURANCE PLAN; PROVIDING FOR MODIFIED ELIGIBILITY REQUIREMENTS; PROVIDING CRITERIA FOR VESTED RIGHTS IN CONTINUED PARTICIPATION IN TOWN INSURANCE PLAN AT THE EXPENSE OF THE

TOWN; SUPERCEDING ALL PRIOR RESOLUTIONS;  
PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN  
EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 10  
Resolution No. 2975.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2975.24

A motion to approve was made by Councilmember Lusskin, seconded by Vice Mayor Einstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Out of chambers</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Out of chambers</u>

The motion passed

## Q. TOWN RESOLUTIONS

### 11. A Resolution of the Town Council Selecting Caballero, Fierman, Llerena & Garcia, LLP for Auditing Services for the Fiscal Year ending September 30, 2024.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, SELECTING CABALLERO FIERMAN LLERENA & GARCIA, LLP FOR INDEPENDENT EXTERNAL AUDITING SERVICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 11  
Resolution No. 2976.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2976.24

A motion to approve was made by Councilmember Lusskin, seconded by Vice Mayor Einstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

The motion passed

**Town Manager** Our firm was purchased by a bigger organization and has dropped us. This firm currently represent the City of Homestead and Indian Creek so we're piggybacking off the selection process that was used by those cities.

**12. A Resolution of the Town Council Authorizing the Sole Source Purchase of Sound Seal VIVID Sound Blankets for Noise Abatement at Tweddle Park.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE SOLE SOURCE PURCHASE OF VIVID SOUND BLANKETS FROM SOUND SEAL IN AN AMOUNT NOT TO EXCEED \$34,200; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 12  
Resolution No. 2977.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2977.24

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Bernstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

The motion passed

**Town Manager** This is basically sound abatement curtains installed on the pickleball courts.

**13. A Resolution of the Town Council Approving Amendment #1 to the Fiscal Year Operating Budget to Award Employee Bonuses.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #1 TO THE 2023-2024 FISCAL YEAR OPERATING BUDGET FOR THE PURPOSE OF AWARDING EMPLOYEE BONUSES AND AMENDING THE ORIGINALLY ADOPTED BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 13

Resolution No. 2978.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2978.24

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Bernstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

The motion passed

**Mayor Singer** I think these bonuses are well-deserved by the employees. They work hard throughout the year.

**R. DISCUSSION & DIRECTION TO TOWN MANAGER**

Mayor Glenn Singer:  
None Requested

Vice Mayor Bernard Einstein:  
None Requested

Councilmember Kenneth Bernstein:  
None Requested

Councilmember Judy Lusskin:  
• South Gate

Councilmember Jaime Mendal:  
None Requested

Town Manager Alexander Diaz  
None Requested

Next council meeting is on October 29<sup>th</sup>.

**S. ADJOURNMENT:**

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A motion to adjourn the Council Meeting was made by Mayor Singer and seconded by Councilmember Lusskin.

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 8:27 p.m.

Respectfully submitted,

*Lisette Perez*

Lisette Perez  
Town Clerk



**TOWN OF GOLDEN BEACH**  
100 Ocean Boulevard  
Golden Beach, FL 33160

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**Official Minutes for the September 30, 2024  
Local Planning Agency Hearing called for 6:00 P.M.**

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**Zoom Room Meeting ID: 835 8998 5321 Password: 049732**

**For Dial In Only: Call 305.224.1968 Meeting ID: 835 8998 5321**

THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO [LPEREZ@GOLDENBEACH.US](mailto:LPEREZ@GOLDENBEACH.US) BY 2:00 P.M. TUESDAY, SEPTEMBER 30, 2024.

**A. MEETING CALLED TO ORDER**

**Mayor Singer** called the meeting to order at 6:22 p.m.

**B. ROLL CALL**

**Councilmembers Present:** Mayor Glenn Singer, Vice Mayor Bernard Einstein, Councilmember Judy Lusskin, Councilmember Jaime Mendal, Councilmember Kenneth Bernstein

**Staff Present:** Town Manager Alexander Diaz, Town Attorney Steve Helfman, Assistant Town Manager Linda Epperson, Town Clerk Lissette Perez, Finance Director Maria D. Camacho, Police Chief Rudy Herbello, Police Captain Yovany Diaz, Building and Zoning Director Lissett Rovira, Public Works Director Kirk McKoy, Resident Services Director Michael Glidden, Administrative Assistant Eric Garcia, HR Generalist and Assistant to the Town Clerk Elena Cheung, Administrative Office Coordinator Amber Schwabenbauer

**C. ADOPTION OF AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS**

- 1. An Ordinance of the Town Council of the Town of Golden Beach Amending the Town's Code or Ordinances, Chapter 46 "Waterways", Article VI, Section 46-81 to Allow for Repairs, Reconstruction or Replacement of Legal Non-Conforming Seawalls.**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY REVISING ARTICLE VI "SEAWALLS AND DOCKS", SECTION 46-81, "EXTENSION OF SEAWALL INTO WATERWAYS", WITHIN CHAPTER 46 "WATERWAYS", TO ALLOW FOR THE REPAIRS, RECONSTRUCTION OR REPLACEMENT OF LEGAL NON-CONFORMING SEAWALLS WHICH ENCROACH INTO WATERWAY; PROVIDING FOR SEVERABILITY;



PROVIDING FOR CODIFICATION; PROVIDING FOR  
CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 1  
Ordinance No. 605.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Ordinance No. 605.24

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Bernstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

The motion passed

**Town Attorney** The approval and vote that you're taking is simply to find that this proposed ordinance, which is on your regular agenda, is consistent with your comprehensive plan, which the Administration has determined, and is recommending adoption of this resolution. It is a public hearing. If anybody would like to speak to this particular ordinance and the issue of consistency with the comprehensive plan, now is the time to come forward.

**D. ADJOURNMENT:**

Meeting adjourned at 6:24 PM



# TOWN OF GOLDEN BEACH

100 Ocean Boulevard  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** October 29, 2024

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz, *Alex B*  
Town Manager

**Subject:** **Resolution No. 2979.24 – Authorizing and Approving A  
Donation of \$10,000.00 to Best Buddies International**

Item Number:

5

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2979.24 as presented.

### **Background:**

This resolution approves the donation made to Best Buddies International. This donation will support the work Best Buddies performs to establish a global volunteer movement to create opportunities for individuals with disabilities.

### **Fiscal Impact:**

If approved by Council the amount authorized will be \$10,000.00.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2979.24**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$10,000.00 TO BEST BUDDIES INTERNATIONAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Best Buddies International is a licensed, 501(c)(3) non-profit agency serving people with Down syndrome, autism, Fragile X, Williams syndrome, cerebral palsy, traumatic brain injury, and other undiagnosed disabilities; and

**WHEREAS**, the mission of Best Buddies is to establish a global volunteer movement that create opportunities for on-to-one friendships, integrated employment and leadership development for people with intellectual and developmental disabilities (IDD); and

**WHEREAS**, Best Buddies is the world's largest organization dedicated to ending the social physical and economic isolation of the 200-million people with IDD; and

**WHEREAS**, the Town Council finds that a contribution in the amount of \$10,000.00 to Best Buddies is in the best interest of the Town.

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

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

**Section 2. Authorization.** That the payment of \$10,000.00 to Best Buddies is hereby authorized and approved.

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

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

Sponsored by the **Town Administration.**

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

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Jaime Mendal	_____
Councilmember Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 29<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



# BEST BUDDIES INTERNATIONAL SPONSOR RELATIONS DEPARTMENT

## INVOICE

TO: Town of Golden Beach  
c/o Kaitlyn Dziedzic  
KDziedzic@goldenbeach.us

October 1, 2024

ITEM	Cost	TOTAL
2024 Best Buddies Miami Gala: Inclusive Sponsor	\$10,000	\$10,000
<b>Federal Tax ID 52-1614576</b>		
	<b>BALANCE</b>	<b>\$10,000</b>

**To Pay by Check, Send to:**

**Best Buddies International, Inc.**  
Attention: Noelle Smikle Myers  
100 Southeast Second Street, Suite 2200  
Miami, FL 33131

**To Pay by Wire Transfer, Send to:**

**Wells Fargo Bank, N.A.**  
420 Montgomery  
San Francisco, CA 94104  
Contact: Sonia Uscategui  
(786) 725-5528

**Acct Name:** Best Buddies International, Inc.  
**Acct No:** 4465579084  
**ABA No:** 121000248  
**Swift Code:** WFBIUS6S

**Our Mission**

To establish a global volunteer movement that creates opportunities for one-to-one friendships, integrated employment and leadership development for people with intellectual and developmental disabilities (IDDs).

**Our Vision**

To put Best Buddies out of business.



# TOWN OF GOLDEN BEACH

100 Ocean Boulevard  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** October 29, 2024

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manager

Item Number:

6

**Subject:** **Resolution No. 2980.24 - Approving a Mutual Aid Agreement with the State of Florida, Division of Emergency Management**

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2980.24 as presented.

### **Background:**

The Town of Golden Police Department Provided The Statewide Mutual Aid Agreement ("SMAA") assistance and/or support in response to Hurricane Milton, and in the process was assigned to several State missions.

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

### **Fiscal Impact:**

A Mutual Aid Agreement needs to be approved for reimbursement purposes.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2980.24**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE TOWN OF GOLDEN BEACH POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

**WHEREAS**, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

**WHEREAS**, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

**WHEREAS**, the Town of Golden Beach Police Department Provided the Statewide Mutual Aid Agreement (“SMAA”) assistance and/or support in response to Hurricane Milton and in the process was assigned to several State missions.

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

**Section 1. Recitals Adopted.** That in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster, we hereby adopt each of the above-stated recitals is hereby adopted and confirmed.

**Section 2. Agreement Approved.** That the SMAA Agreement is hereby approved in substantially the form attached hereto as Exhibit “A,” subject to approval by

the Town Attorney as to form and legal sufficiency.

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

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

**Sponsored by Town Administration**

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

- Mayor Glenn Singer \_\_\_\_\_
- Vice Mayor Bernard Einstein \_\_\_\_\_
- Councilmember Kenneth Bernstein \_\_\_\_\_
- Councilmember Judy Lusskin \_\_\_\_\_
- Councilmember Jaime Mendal \_\_\_\_\_

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
MAYOR GLENN SINGER

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## **STATEWIDE MUTUAL AID AGREEMENT - 2023**

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

### **ARTICLE I: DEFINITIONS**

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

## ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)<sup>1</sup>.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

<sup>1</sup> FDEM approved documents such as activity logs and mutual aid forms can be found at:  
[https://portal.floridadisaster.org/projects/FROC/FROC\\_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D](https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D)



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

## ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

## ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

## ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

## ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

## ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

## ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.***

*The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.*

*FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date specified below:



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

## FOR ADOPTION BY A COUNTY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk or Deputy Clerk

By: \_\_\_\_\_

Chair

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

County Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A CITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

City Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

## FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Entity



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

## FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Entity





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

## FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SCHOOL DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
STATE COLLEGE, COMMUNITY  
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
UNIVERISTY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Board



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SPECIAL DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
AUTHORITY,  
STATE OF FLORIDA

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Board



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:

TRIBAL COUNCIL OF THE  
\_\_\_\_\_ TRIBE OF FLORIDA

By: \_\_\_\_\_

Council Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Council



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

## FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by \_\_\_\_\_

\_\_\_\_\_ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

I certify that the foregoing is an accurate copy of the Resolution adopted by

\_\_\_\_\_ on \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT Encompassed Entities

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

*All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.*






# TOWN OF GOLDEN BEACH

100 Ocean Boulevard  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** October 29, 2024

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manager

Item Number:

7

**Subject: Resolution No. 2981.24 – Authorizing Expenditures up to \$60,000.00 for Individual Promotional and Premium Purchases**

---

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2981.24 as presented.

### **Background:**

Each year the Town purchases promotional items and premiums that are budgeted. These promotional items or premiums are provided to our residents as part of our welcome home gifts, holiday appreciation, or building community pride.

In an effort not to reveal what we will be sending our residents this year, we are not providing you with details (trust us).

We are asking your authority to spend up to \$60,000.00 in purchasing individual item orders.

### **Fiscal Impact:**

No more than \$60,000.00 per individual item order.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2981.24**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF UP TO \$60,000 FOR INDIVIDUAL PROMOTIONAL AND PREMIUM PURCHASES; PROVIDING FOR AUTHORIZATION AND AN EFFECTIVE DATE.**

**WHEREAS**, from time to time the Town purchases incidental promotional and premium goods that are determined to be in the best interest of the Town and its residents; and

**WHEREAS**, the Town Manager desires the authority to expended up to \$60,000 of previously budgeted funds for individual promotional and premium items that will directly benefit the Town residents; and

**WHEREAS**, the Town Manager has competitively sought pricing on the items.

**NOW, THEREFORE, BE IT RESOLVED 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 and confirmed.

**Section 2. Authorization.** The Town Manager is authorized to expend up to \$60,000 for the purposes stated above.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

A motion to approve was made by \_\_\_\_\_, seconded by \_\_\_\_\_.

On roll call, the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Jaime Mendal	_____
Councilmember Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 29<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



# TOWN OF GOLDEN BEACH

100 Ocean Boulevard  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** October 29, 2024

Item Number:

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

8

**From:** Alexander Diaz, *Alex B*  
Town Manager

**Subject:** Resolution No. 2982.24 – Approving the Agreement For  
Contract Police Officer David Carrazana

---

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2982.24 as presented.

### **Background:**

David Carrazana was originally hired as a consultant and assigned to be a detached Detective as part of the Town's detached officer's initiatives. Soon thereafter, he became a non-contracted employee.

Detective Carrazana has vested with the Town and has agreed to retire from the Town. However, the Administration has requested, and he has accepted staying with the Town in a contracted role as a detached Police Detective for a period of 24 months. Although Davis is currently earning \$96,030.00, he has agreed to a contract rate of \$65,000.00.

This will serve two purposes: (1) allow for the Town to hire an entry level police officer who will be assigned to the Town as a Patrol Officer and (2) allow us to keep David as a detached strike force officer.

### **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. And the Town is able to offset the salary, as the program allows for forfeited assets to be used to cover the cost of a regular police officer (a wash).

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2982.24**

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

**WHEREAS**, the Town of Golden Beach (the “Town”) and David Carrazana (the “Contractor”) have agreed to entered into an Agreement for Contracted Police Service, for the purpose of participating in a South Florida Crime(s) Task Force (the “Task Force”); and

**WHEREAS**, the Town Council finds that it is in the best interest of the Town to engage the Contactor as stipulated in 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 as per the terms stipulated.

**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 Jaime Mendal	_____
Councilmember Kenneth Bernstein	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida, this 29<sup>th</sup> day of October, 2024.

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**

1. **PURPOSE:** David Carrazana (hereinafter 'CONTRACTOR') will provide his expertise regarding investigations in a South Florida Crime(s) Task Force as assigned by the Chief of Police. The task force must be 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  
Chief of Police  
Town of Golden Beach  
100 Ocean Boulevard  
Golden Beach, Florida 33160  
(305) 936-2444

David Carrazana  
100 Ocean Boulevard  
Golden Beach, Florida 33160  
(305) 936-2444

3. **TERM:** The term of this AGREEMENT begins upon appointment by the Town Manager for a period not to exceed 24 months.
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 sixty-five thousand dollars (\$65,000.00) 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 at time and a half. The employee shall also receive PTO and Health Insurance in the same manner as regular Town Employees.

- 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 GBPD 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 Police 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 \_\_\_\_\_, 2024

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

100 Ocean Boulevard  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** October 29, 2024

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz, *Alex B.*  
Town Manager

**Subject:** **Resolution No. 2983.24 – Employment Agreement with Eric Garcia**

Item Number:

9

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2983.24 as presented.

### **Background:**

Mr. Garcia has been working in the Town Manager's Office for over a year, providing administrative support services to the Town Manager's Department. He recently began assisting the Finance Department in a support capacity.

Because this employee is being brought in on a contractual basis with a deferred compensation plan and not a Town sponsored pension, this is affording the Town a savings of almost 28%.

### **Fiscal Impact:**

The contract calls for an hourly rate of \$28.13 per hour, health insurance coverage provided in the same manner as afforded to non-contracted employees, deferred compensation, paid time off, and Holidays as stipulated.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2983.24**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT FOR CONTRACT EMPLOYEE ERIC GARCIA TO PROVIDE SUPPORT SERVICES IN THE ADMINISTRATIVE AND FINANCE DEPARTMENTS; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council wishes to engage Eric Garcia (the "Contractor") to provide support services in the Administrative and Finance Departments on a contract basis, and;

**WHEREAS**, the Contractor desires to provide his special expertise to the Town for the benefit of the Administrative and Finance Departments, and;

**WHEREAS**, the Town Council finds that it is in the best interest of the Town to engage the Contractor under the terms of the Agreement for Contract Support Services (the "Agreement") as attached 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 the foregoing recitals are true and correct and incorporated herein by this reference.

**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 Town Manager to execute the Agreement and the Town Manager to take all action necessary to implement the Agreement.

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

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 Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 29<sup>th</sup> day of October, 2024.

ATTEST:

\_\_\_\_\_  
MAYOR GLENN SINGER

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY

**CONTRACT EMPLOYEE SERVICES AGREEMENT BETWEEN THE TOWN OF  
GOLDEN BEACH AND ERIC GARCIA FOR  
CONTRACT SUPPORT SERVICES**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of October, 2024 ("Effective Date") by and between the TOWN OF GOLDEN BEACH, a municipal entity ("TOWN") and ERIC GARCIA ("CONTRACT EMPLOYEE").

**WITNESSETH:**

**WHEREAS**, TOWN has the need to utilize the services of a Contract Employee as an independent contractor to provide Support Services in the Administrative and Finance Departments; and

**WHEREAS**, Contract Employee asserts that he is competent, trained and qualified currently to perform the duties of a Support Services Assistant; and

**WHEREAS**, the parties desire to enter into this Agreement to outline the duties and responsibilities of the parties,

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **SCOPE OF SERVICES.** Contract Employee is hereby retained on a bi-weekly basis, to provide support services assistance in the Town of Golden Beach.

1.2. Professional Practices. All professional services to be provided by CONTRACT EMPLOYEE pursuant to this Agreement shall be provided by personnel identified in the Proposal and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional CONTRACT EMPLOYEE in similar fields and circumstances in accordance with sound professional practices. CONTRACT EMPLOYEE also warrant that they are familiar with all laws that may affect its performance of this Agreement and shall advise TOWN of any changes in any laws that may affect CONTRACT EMPLOYEES' performance of this Agreement.

1.3. Warranty. CONTRACT EMPLOYEES warrant that they shall perform the services required by this Agreement in compliance with all applicable Federal and Florida employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. CONTRACT EMPLOYEES shall indemnify and hold harmless TOWN from and against all claims, demands, payments, suits,



actions, proceedings, and judgments of every nature and description including reasonable attorneys' fees and costs, presented, brought, or recovered against TOWN for, or on account of any liability under any of the above-mentioned laws, arising from or related to CONTRACT EMPLOYEES' performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, CONTRACT EMPLOYEE shall not engage in, nor permit their officers, employees or agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, mental or physical disability, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. CONTRACT EMPLOYEE acknowledge that TOWN may enter into agreements with other CONTRACT EMPLOYEE for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of TOWN.

1.7. Conflicts of Interest. During the term of this Agreement, CONTRACT EMPLOYEE shall at all times maintain a duty of loyalty and a fiduciary duty as to the TOWN and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the TOWN.

2. **TERM**. The term of this Agreement shall begin on October 1, 2024 and terminate as set forth.

3. **COMPENSATION AND EXPENSES**. For the term of this Agreement, CONTRACT EMPLOYEE shall be compensated for his services at \$28.13 an hour and subject to COLA increase as provided to all employees.

CONTRACT EMPLOYEE shall work a minimum of 40 hours per work on-site and is entitled to overtime pay as approved by the Town Manager.

CONTRACT EMPLOYEE shall be allowed by the Town to join the deferred compensation (457 Plan) and the 401A Plan; as set forth by IRS rules. The Town will contribute a total of 10%

of annual compensation, distributed into one or both plans as designated by the CONTRACT EMPLOYEE.

CONTRACT EMPLOYEE must contribute 3.5% of their compensation to either plan and may elect to contribute more as set forth by IRS rules.

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

CONTRACT EMPLOYEE will be provided by the Town will also provide PTO and paid Holidays off in the same manner as a non-contracted full-time employee of the Town receives and governed by the same accruals and payouts as regular employees.

CONTRACT EMPLOYEE shall be entitled to compensation, leave accruals, retirement or other benefits beyond the aforementioned hourly rate of pay, health insurance, deferred compensation, PTO and Holidays as stipulated.

4. **TERMINATION.** Under the terms of this Agreement, Contract Employee serves in an "at will" capacity and may be terminated at any time, with or without cause, and Contract Employee may resign at any time. Nothing in this Agreement shall be construed as creating any vested right in the position of Accounting Assistance Contract Employee or in employment with the TOWN.

5. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties. Any correspondence, letters, documents, or discussions leading up to this Agreement or in any way made between the parties or their agents are replaced and superseded by this Agreement.

6. **COMPLIANCE WITH LAWS.** The parties hereto shall comply with applicable laws of the United States of America, the State of Florida, and all other applicable laws.

7. **GOVERNING LAW.** This Agreement shall be enforced and interpreted under the laws of the State of Florida.

8. **ATTORNEY'S FEES.** In any litigation relating to this Agreement, the prevailing party shall be entitled to reasonable attorney fees. The cost, salary, and expenses of the Town

Attorney and members of his/her office in enforcing this contract on behalf of the TOWN shall be considered "attorney's fees" for the purposes of this paragraph.

9. **SEVERABILITY.** If any portion of this Agreement is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Agreement or any provision hereof shall not be affected.

10. **WAIVER.** Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

11. **AMENDMENT.** This Agreement may only be amended by a written instrument executed by the parties hereto, and may not be amended by oral agreement.

12. **ASSIGNMENT.** This Agreement shall not be assigned by Contract Employee, without prior written consent of the Town.

13. **INDEMNIFICATION AND HOLD HARMLESS.** CONTRACT EMPLOYEE shall protect, defend, indemnify and hold harmless TOWN and its elected and appointed official, boards, commissions, and officers, attorneys, agents and employees from any and all claims, losses, demands suits, administrative actions, penalties, liabilities and expenses, including reasonable attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not limited to, all civil claims or workers' compensation claims arising from or in any way related to CONTRACT EMPLOYEES performance under this Agreement, except when caused solely by the Town's negligence.

14. **INDEPENDENT CONTRACTOR STATUS.** CONTRACT EMPLOYEE is a Contract Employee and not a regular employee of the Town of Golden Beach. The Contractor Employee has no rights, benefits, or privileges on any other labor organization. The CONTRACT EMPLOYEE shall be a "HEALTH AND WELLNESS SPECIALIST" for the Town of Golden Beach Recreation Department for the Town of Golden Beach. The Recreation Department, however; shall determine the CONTRACT EMPLOYEE's methods and types of production. The CONTRACT EMPLOYEE's compensation is based upon performing and completing work and upon time spent in completing any particular assignment. As a convenience to the CONTRACT EMPLOYEE, 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 CONTRACT EMPLOYEE because of compensation under this AGREEMENT.

15. **CONFLICT OF INTEREST; DUTY TO DISCLOSE:** The CONTRACT EMPLOYEE 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 CONTRACT EMPLOYEE or any relative of CONTRACT EMPLOYEE, 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 CONTRACT EMPLOYEE or any of their relative could lead to disregard the interest of TOWN

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

16. **RESPONSIBILITY FOR ERRORS.** CONSULTANTS shall be responsible for their work and results under this Agreement. CONTRACT EMPLOYEES, when requested, shall furnish clarification and/or explanation as may be required by the TOWN's representative, regarding any services rendered under this Agreement at no additional cost to TOWN. In the event that an error or omission attributable to CONTRACT EMPLOYEES occurs, then CONTRACT EMPLOYEES shall, at no cost to TOWN, provide all other CONTRACT EMPLOYEES professional services necessary to rectify and correct the matter to the sole satisfaction of TOWN and to participate in any meeting required with regard to the correction.

17. **PROHIBITED EMPLOYMENT.** CONTRACT EMPLOYEE shall not employ any current employee of TOWN to perform the work under this Agreement while this Agreement is in effect.

18. **COSTS.** Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

19. **NO THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is entered into for the sole benefit of TOWN and CONTRACT EMPLOYEE and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and date first above written.

Date: \_\_\_\_\_, 2024

By: \_\_\_\_\_

Name  
Eric Garcia

Date: \_\_\_\_\_, 2024

TOWN OF GOLDEN BEACH

By: \_\_\_\_\_

Name  
Town Manager

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, Town Attorney



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** October 29, 2024

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz, *Alex B*  
Town Manager

**Subject:** **Resolution No. 2984.24 – Authorizing Budget Amendment #2  
to the Fiscal Year 2023/2024 Operating Budget**

Item Number:

10

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2984.24 as presented.

### **Background:**

As part of our end of the year procedures, annually, we bring a year-end budget amendment that codifies changes to the budget that adequately reflects the activities approved by the Town Council.

The departments that are indicated as over on their FY 2023-2024 budget are as follows:

- Town Council – the bulk of the overages are coming from Council Meeting expenses and Public Relations due to extra meetings not originally budgeted for.
- Town Manager – this department has minimal overages related to extra meeting expenses that incurred a cost not budgeted
- Finance Department – the bulk of overages are printing & binding expenses due to a few extra reports that incurred a cost not budgeted.
- Police Department – the bulk of the overages come from overtime, the purchasing and maintenance of vehicles, increased fuel costs and the onboarding of two additional police officers
- Public Services – the overages are based on disposal service fees, contracted labor, non-project related repairs, and maintenance of Town facilities.

- Resident Services – the overages are related to the Town's 95<sup>th</sup> Anniversary Event that incurred extra costs not budgeted.

As the Council is aware, the Administration does not have authority to transfer funds between Departments, requiring this item to be approved.

**Fiscal Impact:**

Neutral impact: this Item reallocates previously budgeted items.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2984.24**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #2 TO THE 2023-2024 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 2023-2024 Fiscal Year; and

**WHEREAS**, the Town Manager has recommended certain amendments as described in the October 29, 2024 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 2023-2024 Fiscal Year Operating Budget is hereby amended as reflected in 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 Jaime Mendal	_____
Councilmember Judy Lusskin	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida, this 29<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



Authorization of Budget Amendment  
Fiscal Year 2023 - 2024

REQUEST DATE October 29, 2024

Account No.	Description	Council Approved Budget	Transfer	Amended Budget
001-331-500	Federal Grant-Economic	-	279,000	279,000
001-354-100	Violation of Local Ordinance	30,000	347,000	377,000
	<b>FY2023/2024 Budget</b>	<b>14,511,669</b>	<b>626,000</b>	<b>15,137,669</b>
	<b>All Departments</b>			
001-511	Town Council	154,414	102,000	256,414
001-512	Town Manager	679,491	6,900	686,391
001-512	Town Clerk	382,327	(30,000)	352,327
001-513	Finance	483,018	13,000	496,018
001-514	Legal	179,500	(80,000)	99,500
001-519	General Government	2,434,905	(40,000)	2,394,905
001-521	Police	4,647,560	662,000	5,309,560
001-521	Code Compliance	182,343	(30,000)	152,343
001-524	Building & Zoning	1,169,646	(17,900)	1,151,746
001-539	Public Services	1,396,119	394,000	1,790,119
001-541	Roads & Streets	972,587	(80,000)	892,587
001-572	Parks & Recreation	1,145,556	(300,000)	845,556
001-574	Resident Services	684,203	26,000	710,203
	<b>Total:</b>	<b>14,511,669</b>	<b>626,000</b>	<b>15,137,669</b>

This budget amendment/transfer only includes General Fund Budget Departments with budget line-item overages. This adjustment is an end of the fiscal year clean up/reconciliation of our prior year budget. Budget Amendment #2 includes the budget amendment #1 from RESO 2978.24

Request by:

Finance Director:

Approved by Town Manager



# TOWN OF GOLDEN BEACH

100 Ocean Boulevard  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** October 29, 2024

Item Number:

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

11

**From:** Alexander Diaz, *Alex B*  
Town Manager

**Subject:** **Resolution No. 2985.24 – Approving an amendment to  
Resolution 2946.24 for the CCTV Project and Security Related  
measures.**

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2985.24 as presented.

### **Background:**

Resolution No. 2946.24 was adopted at your May 21, 2024 Regular Town Council meeting (see attached).

This Amendment increases the original budgeted amount by an additional \$70,000.00 and adds the following vendors to the original vendors list: FLEX Electric, Florida Government Consulting and Oquendon's Service, LLC.

These new vendors and budget are needed in order to address some unforeseen field conditions as part of our CCTV project. Examples are bringing electricity to the Ocean Cameras at the rear of the property versus the front; re-erecting posts on Ocean; "difficult" intercoastal pole installation; and other services such as working with state agencies and jurisdictions to seek project approval.

As you are aware, the Town has been working with several vendors to find the most cost-effective solution. We have been working on an approach that calls for vendors to be paid using a time and material formula. This allows the Town to have in place a fixed cost for tasks that are assigned to each vendor.

Page 2 of 2  
RESO 2985.24  
RE: Approving Amendment to RESO No. 2946.24

I am asking the Town Council to allow additional vendors and budget for the tasks described above to the vendors identified using the job order, fixed price approach.

The additional budget authority will come from revenues already allocated in the FY 2023-2024 Town Operating Budget. The new project scope and associated costs will be reviewed and agreed to by the Mayor as stipulated in Sec 2-266 of the Town's code.

**Fiscal Impact:**

An amount not to exceed a cumulative total of \$200,000, up \$70,000.00 from the previously approved \$130,000.00.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2985.24**

**A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING AN AMENDMENT TO RESOLUTION 2946.24 APPROVING A LIST OF VENDORS AND BUDGET(S) FOR SEVERAL TASKS ASSOCIATED WITH THE TOWN'S CLOSED CIRCUIT TELEVISION (CCTV) PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on May 21, 2024, the Town Council of the Town of Golden Beach (the "Town") approved Resolution No. 2946.24 approving a list of vendors and budget(s) for the for several tasks associated with the installation of the Town's Closed Circuit Television ("CCTV") system; and

**WHEREAS**, the Administration is asking that Resolution 2946.24 be amended to add the following vendors: FLEX Electric, Florida Government Consulting and Oquendon's Service, LLC and providing an additional \$70,000.00 to the project budget; and

**WHEREAS**, the Town Council has determined that it is in the best interest of the Town of Golden Beach to approve the amendment.

**NOW, THEREFORE, BE IT RESOLVED 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. Approval, Authorization and Limitation.** The Town Council hereby approves the amendment, authorizes the expenditure of funds as necessary to fund the Work and authorizes the Mayor to execute the amendment, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

**Section 3. Implementation.** The Town Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution in accordance with its terms and conditions.

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

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 Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 29<sup>th</sup> day of October, 2024.

ATTEST:

\_\_\_\_\_  
MAYOR GLENN SINGER

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY