



## **TOWN OF GOLDEN BEACH**

One Golden Beach Drive  
Golden Beach, FL 33160

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**Official Agenda for the August 22, 2017  
Special Town Council Meeting called for 7:00 P.M.**

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**A. MEETING CALLED TO ORDER**

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

**D. PRESENTATIONS / TOWN PROCLAMATIONS**

TOWN FLAG PRESENTATION

**E. MOTION TO SET THE AGENDA**

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

**F. GOOD AND WELFARE**

**G. MAYOR'S REPORT**

**H. COUNCIL COMMENTS**

**I. TOWN MANAGER REPORT**

**J. TOWN ATTORNEY REPORT**

**K. ORDINANCES – SECOND READING**

None

**L. ORDINANCES - FIRST READING**

1. An Ordinance of the Town Council Amending Division 7, - Walls and Fences' of the Towns' Code.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, TO AMEND DIVISION 7, - WALLS AND FENCES' OF THE TOWNS' CODE OF ORDINANCES BY DELETING THE USE OF CHAIN LINK FENCING AMENDING CHAPTER 66 "ZONING" TO REVISE REQUIREMENTS FOR FENCING REGULATIONS; PROVIDING FOR SEVERABILITY PROVIDING FOR

CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE;  
AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 1  
Resolution No. 574.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Ordinance No. 574.17

2. An Ordinance of the Town Council Amending the Town's Code to Revise Driveway Requirements.

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING DIVISION 4. "DESIGN STANDARDS," DIVISION 8. "GARAGES," AND DIVISION 9. "DRIVEWAYS AND ACCESSWAYS," OF ARTICLE IV, "SUPPLEMENTAL DISTRICT REGULATIONS" OF CHAPTER 66, "ZONING," TO REVISE DRIVEWAY REQUIREMENTS AND DESIGN REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 2  
Resolution No. 575.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Ordinance No. 575.17

3. An Ordinance of the Town Council Amending Chapter 24, "Personnel" of the Town's Code.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 24, "PERSONNEL," ARTICLE II, "RETIREMENT," DIVISION 1 "GENERAL EMPLOYEES" BY AMENDING THE TOWN OF GOLDEN BEACH EMPLOYEES PENSION PLAN AT SECTION 24-31 "DEFINITIONS," SECTION 24-32 "MEMBERSHIP," SECTION 24-33 "BENEFIT AMOUNTS AND ELIGIBILITY," SECTION 24-34 "OPTIONAL FORMS OF BENEFITS," SECTION 24-35 "CONTRIBUTIONS," SECTION 24-36 "ADMINISTRATION"; SECTION 24-37 "FINANCES AND FUND MANAGEMENT," AND SECTION 24-38 "REPEAL OR TERMINATION OF PLAN"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 3  
Resolution No. 576.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Ordinance No. 576.17

## **M. QUASI JUDICIAL RESOLUTIONS**

None

## **N. CONSENT AGENDA**

4. Official Minutes of the June 20<sup>th</sup>, 2017 Regular Town Council Meeting
5. A Resolution of the Town Council Authorizing a Joint Project Agreement with FDOT for Turf and Landscape Maintenance.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A JOINT PROJECT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR TURF AND LANDSCAPE MAINTENANCE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE MAYOR AND TOWN MANAGER TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 5  
Resolution No. 2505.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2505.17

6. A Resolution of the Town Council Ratifying the Acceptance of a Grant Award from the Florida Department of Economic Opportunity.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA RATIFYING THE ACCEPTANCE OF A GRANT AWARD OF \$100,000.00 FROM THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 6  
Resolution No. 2506.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2506.17

7. A Resolution of the Town Council Approving the Replacement of CCTV Equipment.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PURCHASE OF REPLACEMENT CAMERAS FOR OUR CLOSED CIRCUIT TELEVISION SYSTEM FROM INTERLINK GROUP, INC.; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 7  
Resolution No. 2507.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2507.17

8. A Resolution of the Town Council Authorizing the Purchase of Two All-Terrain Vehicles.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND EQUIPPING OF TWO ALL-TERRAIN VEHICLES, ONE POLARIS RANGER AND ONE POLARIS ACE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 8  
Resolution No. 2508.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2508.17

## O. TOWN RESOLUTIONS

9. A Resolution of the Town Council Ratifying the Maximum Proposed Millage Rate for F/Y 2017-2018.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, RATIFYING THE MAXIMUM PROPOSED MILLAGE RATE FOR F/Y 2017-2018 THAT WAS TRANSMITTED TO THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA

STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 9  
Resolution No. 2509.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2509.17

10. A Resolution of the Town Council Approving the Purchase of Recreation Equipment for North Park.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING, APPROVING AND RATIFYING THE PURCHASE OF RECREATION EQUIPMENT FROM MIRACLE RECREATION EQUIPMENT COMPANY FOR NORTH PARK; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 10  
Resolution No. 2510.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2510.17

11. A Resolution of the Town Council Renewing the Agreements for Dental and Vision Insurance for the Employees of the Town.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, RENEWING THE AGREEMENTS FOR A DENTAL INSURANCE AND A VISION INSURANCE PLAN FOR THE BENEFIT OF THE TOWN OF GOLDEN BEACH EMPLOYEES AND ELIGIBLE DEPENDENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 11  
Resolution No. 2511.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2511.17

12. A Resolution of the Town Council Awarding a Comprehensive Health Insurance Plan for the Employees of the Town.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AWARDING A COMPREHENSIVE HEALTH INSURANCE PLAN FOR THE BENEFIT OF THE TOWN OF GOLDEN BEACH EMPLOYEES AND ELIGIBLE DEPENDENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 12  
Resolution No. 2512.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2512.17

13. A Resolution of the Town Council Ratifying the Collective Bargaining Agreement between the Town and the Fraternal Order of Police.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA ("TOWN"), PROVIDING FOR RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN AND THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE; AUTHORIZING THE TOWN MAYOR TO SIGN THE COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE TOWN; PROVIDING FOR IMPLEMENTATION OF THE COLLECTIVE BARGAINING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 13  
Resolution No. 2513.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2513.17

## **P. DISCUSSION & DIRECTION TO TOWN MANAGER**

Mayor Glenn Singer:  
None Requested

Vice Mayor Judy Lusskin:  
None Requested

Councilmember Kenneth Bernstein:  
None Requested

Councilmember Amy Isackson-Rojas:  
None Requested

Councilmember Jaime Mendal:  
None Requested

Town Manager Alexander Diaz:

- Street Lights Project
- Update on Beach Pavilion & Police Gatehouse Projects

**Q. 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

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** August 22, 2017

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

**From:** Alexander Diaz,  
Town Manger

A handwritten signature in blue ink that reads "Alex B." with a circled "B".

**Subject:** Ordinance No. 574.17 – Amending Code, Division 7, “Walls  
and Fences”, Section 66-187 – Construction Materials

Item Number:

1

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### Recommendation:

It is recommended that the Town Council adopt the attached Ordinance No. 574.17 as presented.

### Background:

As we have been discussing during the last few months the attached Ordinance begins to align our Building Development guidelines to better serve our community. This Ordinance begins to address the guidelines for walls and fences, deleting the use of Chain link fencing.

### Fiscal Impact:

None.



**TOWN OF GOLDEN BEACH, FLORIDA**

**ORDINANCE NO. 574.17**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, TO AMEND DIVISION 7, - WALLS AND FENCES' OF THE TOWN'S CODE OF ORDINANCES BY DELETING THE USE OF CHAIN LINK FENCING AMENDING CHAPTER 66 "ZONING" TO REVISE REQUIREMENTS FOR FENCING REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

**WHEREAS**, the Town Council of the Town of Golden Beach ("Town Council") finds it periodically necessary to amend its Code of Ordinances and Land Development Regulations ("Code") in order to update regulations and procedures to implement municipal goals and objectives; and

**WHEREAS**, the Town Council has studied the current Code provisions of the Town and finds that certain modifications are necessary and desirable to further regulate all residential development; and

**WHEREAS**, the Town desires to eliminate the use of chain link fencing for development of lots and redevelopment consistent with the aesthetic goals and conditions of the Town; and

**WHEREAS**, Town staff recommends approval of the proposed changes; and

**WHEREAS**, the Town's Local Planning Agency has reviewed this Ordinance on this \_\_\_\_ day of \_\_\_\_\_, 2017, and has determined that it is consistent with the Town's Comprehensive Plan; and

**WHEREAS**, pursuant to Section 166.041 (c)(2), Florida Statutes, notice has been given by publication in a paper of general circulation in the Town, notifying the public of this proposed Ordinance and of the time and dates of the public hearings; and

**WHEREAS**, two (2) public hearings were held before the Town Council pursuant to the published notice described above; and

**WHEREAS**, the Town Council finds that adoption of this Ordinance through its police powers will protect the public health, safety, and welfare of the residents of the Town, and furthers the purpose, goals, objectives, and policies of the Town's Comprehensive Plan.

**NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA<sup>1</sup>:**

**Section 1.** That the preceding "Whereas" clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

**Section 2.** That **ARTICLE IV. - SUPPLEMENTARY DISTRICT REGULATIONS Division 7 – WALLS AND FENCES. Section 66-187** – Construction materials is hereby deleted as follows:

- **Sec. 66-187. - Construction materials.**

Throughout Zones One, Two and Three, live Hedges may be grown in lieu of masonry built walls or fences, subject to the same height restrictions applicable

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<sup>1</sup> Additions to the text are shown in underline. Deletions to the text are shown in ~~striketrough~~. Changes made between first and second reading are highlighted in yellow.

in the zone. Walls and fences of plywood, ~~composition materials, simulated wood~~, or sheet metal are prohibited. However, a rail type open fence may be permitted if the wood rails are set between piers not less than 21 inches square built of brick or stone or in the alternative wooden uprights of a minimum size of six inches by six inches and spaced not more than 12 feet apart. Rails may not be smaller than four inches by four inches. ~~Chain-link wire fence, including framing members, are covered in green or black vinyl. Alternatively,~~ Rear and side yards may be enclosed by white vinyl picket or solid panel fencing. Where ~~chain-link~~, picket, or solid panel fencing ~~are~~ is used, such fencing shall be fully screened by hedge plant material for the full height of the fence. Chain Link fencing shall not be permitted after October 1, 2017. Chain link fences existing after the above date may remain in such state until such time as they are subject to be replaced, repaired or renewed, when they shall be reconstructed as provided in this division. Zones Two and Three, piling shall be required under all piers, pilasters and walls for fences and for flower boxes which may not be cantilevered from beams, except that wooden uprights as referenced above, shall not need pilings, but shall penetrate into the ground a minimum of three feet and be encased in a concrete footing with a minimum thickness of one foot measured from the edge of the wooden upright. All fences shall be finished or constructed in such manner as to have the same appearance, design and finish on each side.

(Code 1989, § 13.14(F); Ord. No. 400.95, § 1, 1-10-95; Ord. No. 551.11, § 2, 11-15-11; Ord. No. 571.16, § 5, 11-15-16)

**Section 3.** That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 4.** That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to such extent of the conflict.

**Section 5.** That this Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Town of Golden Beach Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

**Section 6.** That this Ordinance shall take full effect immediately upon its passage and adoption.

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

Mayor Glenn Singer	_____
Vice-Mayor Judy Lusskin	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** on first reading this 22<sup>nd</sup> day of August, 2017.

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

Mayor Glenn Singer	_____
Vice-Mayor Judy Luskin	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_, 2017.

ATTEST:

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

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

---

**Date:** August 22, 2017

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

**From:** Alexander Diaz,  
Town Manger

Item Number:

2

**Subject:** Ordinance No. 575.17 – Amending Code, Division 4. “Design Standards”, Division 8. “Garages” and Division 9. “Driveways and Accessways” of Article IV, “Supplemental District Regulations” of Chapter 66 “Zoning.”

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**Recommendation:**

It is recommended that the Town Council adopt the attached Ordinance No. 575.17 as presented.

**Background:**

As we have been discussing during the last few months the attached Ordinance begins to align our Building Development guidelines to better serve our community. This particular Ordinance addresses changes in driveway requirements and driveway design regulation issues.

**Fiscal Impact:**

None.

THE TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 575.17

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING DIVISION 4. "DESIGN STANDARDS," DIVISION 8. "GARAGES," AND DIVISION 9. "DRIVEWAYS AND ACCESSWAYS," OF ARTICLE IV, "SUPPLEMENTAL DISTRICT REGULATIONS" OF CHAPTER 66, "ZONING," TO REVISE DRIVEWAY REQUIREMENTS AND DESIGN REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Town Council periodically studies land development trends and issues and amends the Town's Land Development Regulations accordingly; and

**WHEREAS**, the Town Council has studied the current Code provisions of the Town and finds that certain modifications are necessary and desirable to further regulate the design and location of driveways; and

**WHEREAS**, a public meeting was held before the Local Planning Agency (LPA) of the Town to review the proposed modifications to the Town's Land Development Regulations; and

**WHEREAS**, the Town Council held duly advertised public meetings to consider the proposed modifications to the Town's Land Development Regulations.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF GOLDEN BEACH, FLORIDA:**

Section 1: That the preceding “Whereas” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2: That the Town of Golden Beach Code is hereby amended to modify Division 4. “Design Standards,” Division 8. “Garages,” And Division 9. “Driveways And Accessways,” of Article IV, “Supplemental District Regulations” of Chapter 66, “Zoning,” to read as follows<sup>1</sup>:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



CHAPTER 66

ZONING

\* \* \*

ARTICLE IV. SUPPLEMENTAL DISTRICT REGULATIONS

\* \* \*

DIVISION 4. – DESIGN STANDARDS

Sec. 66-136. - ~~Design of Driveways Reserved.~~

~~(a) In addition to the garage requirement of sections 66-201 through 66-207, and design of Driveways as set forth in sections 66-221 through 66-225, each residence shall be required to provide one additional paved parking space on-site. The Driveway leading to the garage may be utilized for this purpose. Each such parking space shall be a minimum of nine feet in width and 20 feet in length.~~

~~(b) All applications for new or widened Driveways abutting State Road Number A1A shall be required to receive a permit from Florida Department of Transportation District Number 6 offices prior to receiving a permit for same from the Town.~~

\* \* \*

DIVISION 8. GARAGES

\* \* \*

**Sec. 66-205. Conversion.**

Any Owner of an existing home with a minimum two-car garage and who has obtained a Certificate of Occupancy on or after September 18, 2007 may obtain a building permit to convert existing garage(s) to be a part of the Living Area, subject to the condition that at least one garage with a minimum interior dimension of 11 by 22 feet must remain after conversion. Issuance of a building permit for a garage conversion shall also be subject to compliance with the following conditions:

- (1) A building permit shall be issued to the property Owner upon presentation to the Town of properly engineered building plans, which plans shall set forth the following:

- a. The floor level of the garage to be enclosed shall be in compliance with the Florida Building Code and this Code.
  - b. Light and ventilation for the garage to be enclosed shall be provided as set forth in subsection 303.1 of the Florida Building Code.
  - c. The minimum room dimension and ceiling height for the garage structure to be enclosed shall be as set forth in section 304 of the Florida Building Code.
  - d. An external rendering of the structure to be enclosed shall be presented to the Building Regulation Advisory Board, which rendering shall show the garage structure as it will look after the completion of the enclosure.
  - e. The property Owner shall provide off-Street parking for a minimum of two cars upon the property on which the garage to be enclosed is located.
- (2) The property Owner, as a condition of obtaining a building permit, shall provide for the elimination of the ~~asphalt~~ drive in front of the converted garage, which area shall be covered by landscaping or planters.

\* \* \*

## **DIVISION 9. DRIVEWAYS AND ACCESSWAYS**

### **Sec. 66-221. Compliance required.**

- (a) Driveway construction. In order to prevent the surface of roads within the Town from deterioration as a result of punctures or holes in surface covering caused by small rocks and debris some of which may originate from driveways consisting of gravel or loose stones, and to prevent loose stones, rocks and colloidal materials from washing into drains, resulting in clogging, all vehicle ingress and egress driveways between private property and a public Street shall comply with the plans and specifications approved by the Building Regulation Advisory Board and shall be constructed of materials required by this Code of Ordinances and in accordance with the driveway permit issued by the Town Building Official.
- (b) Required residential parking. In addition to the garage requirement of sections 66-201 through 66-207, and design of Driveways as set forth in sections 66-221 through 66-225, each residence shall be required to provide at least two parking spaces on-site. The

Driveway leading to the garage may be utilized for this purpose. Each such parking space shall be a minimum of nine feet in width and 20 feet in length.

- (c) All building permit applications for new or widened Driveways abutting State Road Number A1A shall be required to receive a permit from Florida Department of Transportation District Number 6 offices prior to receiving a permit for same from the Town

**Sec. 66-222. Materials permitted.**

All driveways shall be paved with decorative concrete impregnated with color, stamped concrete, concrete blocks, paving bricks, decorative concrete slabs separated by grass (natural or artificial), or other permanently fixed material (no loose rocks, stones, gravel, or sand) approved by the Building Regulation Advisory Board. Unfinished gravel driveways are not permitted. No new asphalt driveways shall not be permitted after November 15, 2011. Asphalt driveways existing after the above date may remain in such state until such time as they are subject to be replaced, repaired or renewed, when they shall be reconstructed as provided in this division. Unfinished gravel driveways are not permitted. All existing loose Chattahoochee stone driveways may remain in such state until such time as they are subject to be replaced, repaired or renewed, when they shall be reconstructed as provided in this division.

\* \* \*

**Sec. 66-226. Driveway Design Standards.**

- (a) Location of driveways - No portion of a driveway at a residence in the Town may be installed closer than five feet to the side and to any front (street) yard lot line, except at the driveway connection to the roadway. For circular driveways, the landscape strip dimension may taper at the property line. Further no portion of such driveway shall be installed in the side yard setback beyond the imaginary extension of a line extended from the front wall of the residence to the side yard lot line.
- (b) Driveway setback from structures - No portion of a driveway at a residence in the Town may be installed closer than two feet to a wall of a structure. Notwithstanding the above, the two-foot setback requirement is not required at garage door openings. If an existing garage is to be enclosed, a setback of two feet must be provided between the enclosed garage and any driveway surface. Within the two-foot setback area, landscape materials of a design and quantity

as deemed necessary by the Building Regulation Advisory Board, shall be required.

- (c) Intersection with streets - Driveways for residences shall not encroach into the street corner radius of two intersecting streets, or be closer than 25 feet to the intersection of extended right-of-way lines.
- (d) Vehicle stacking adjacent to A1A – Any inbound security gate for property accessing A1A shall be set back a minimum of 18 feet from the street curb line to the face of the security gate to accommodate at least one inbound vehicle inside the street curb line to ensure inbound vehicles waiting to enter a site do not block traffic on State Road A1A.
- (e) Size of driveways.
  - (1) Straight driveway configuration: Unless otherwise approved by the Building Regulation Advisory Board, based on architectural and aesthetic characteristics of a particular location, the minimum width of any straight driveway for a single-family residence in the Town shall be 18 feet and the maximum 20 feet. Notwithstanding the above, the minimum width of straight driveways may be reduced to 12 feet for a single lane driveway, provided there are two separate individual driveways for the residence.
  - (2) Circular driveway configuration: Unless otherwise approved by the Building Regulation Advisory Board, based on architectural and aesthetic characteristics of a particular location, the minimum width of any circular driveway for a single-family residence in the Town shall be 12 feet, and the maximum width shall be 20 feet, and further provided that no portion of the driveway may be wider than 20 feet at the right-of-way line.

\* \* \*

Section 3: That is any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 4: That it is the intention of the Town Council of Golden Beach, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Golden Beach Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

Section 5: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

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

Mayor Glenn Singer	_____
Vice-Mayor Judy Lusskin	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** on first reading this 22<sup>nd</sup> day of August, 2017.

The Motion to adopt the foregoing Ordinance was offered by \_\_\_\_\_, seconded by \_\_\_\_\_, and on roll call the

following vote ensued:

Mayor Glenn Singer	_____
Vice-Mayor Judy Luskin	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

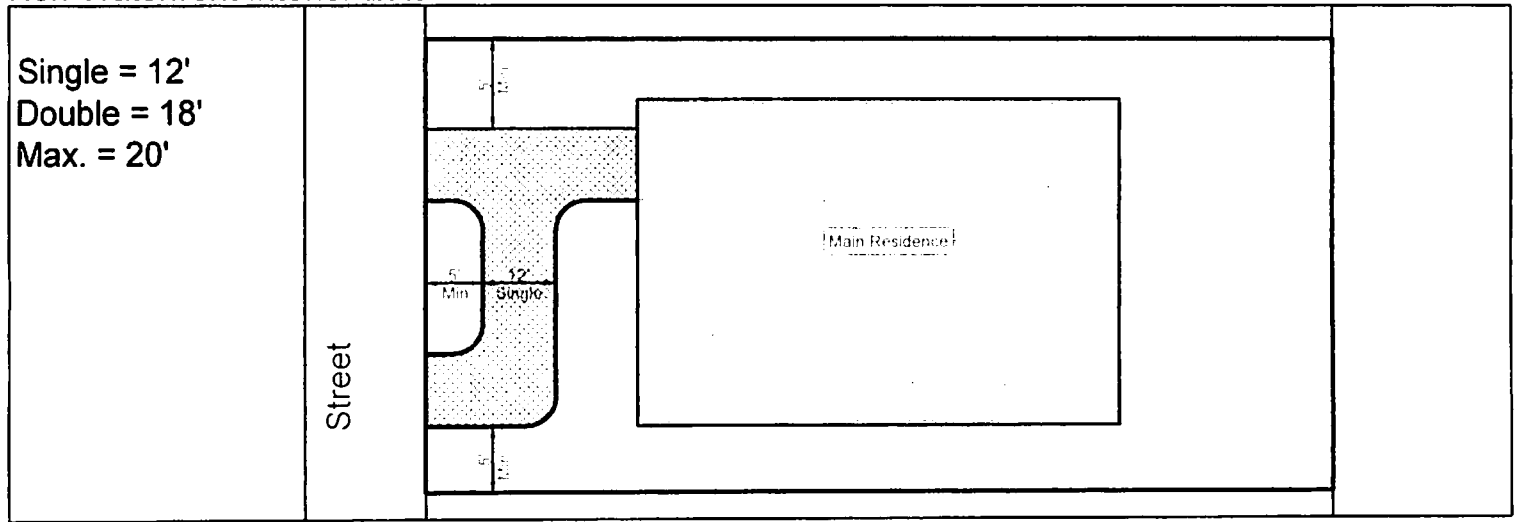
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

## Proposed Code Amendment Driveway Design

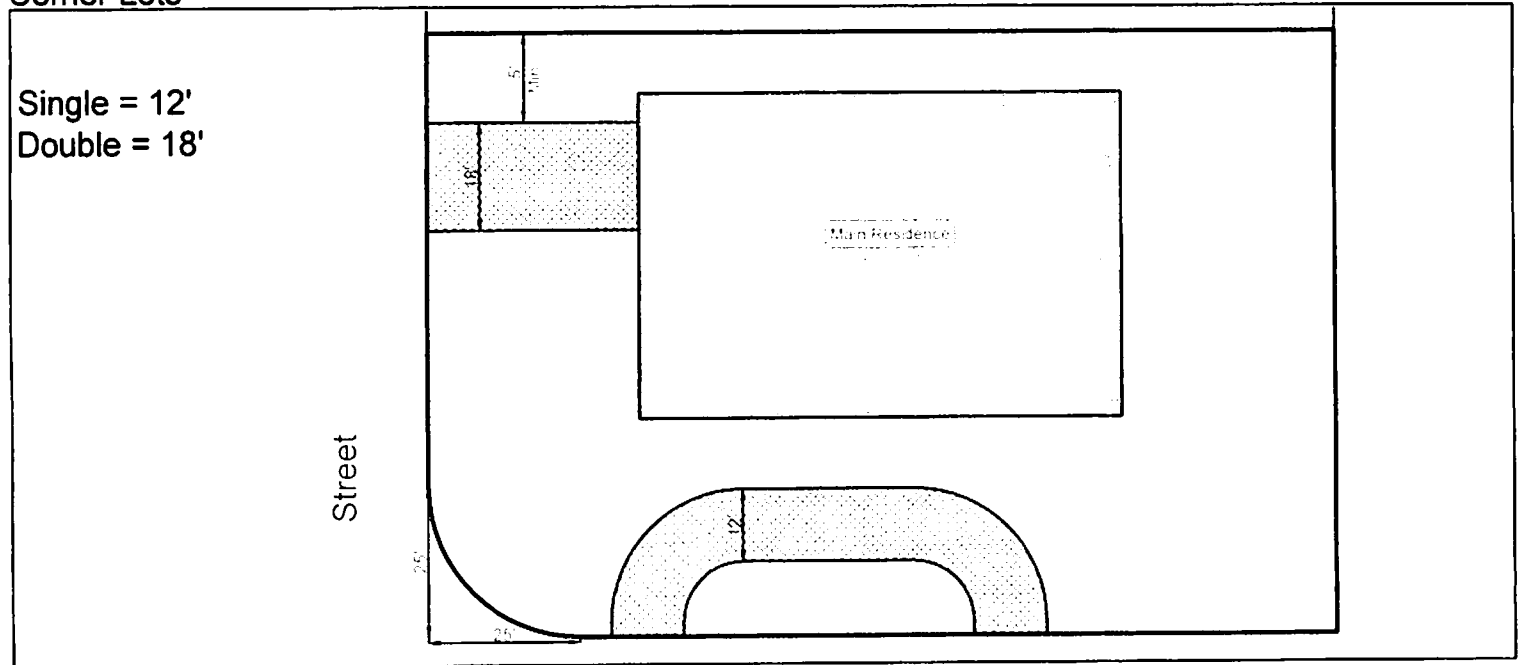
### Non-Waterfront Interior Lots

Single = 12'  
Double = 18'  
Max. = 20'



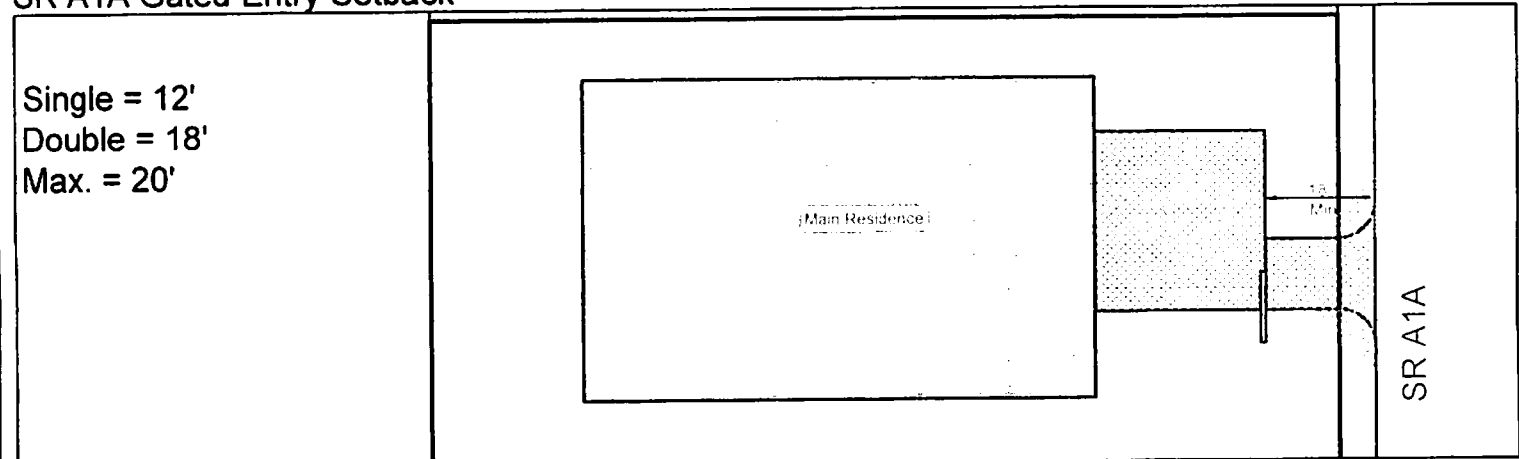
### Corner Lots

Single = 12'  
Double = 18'

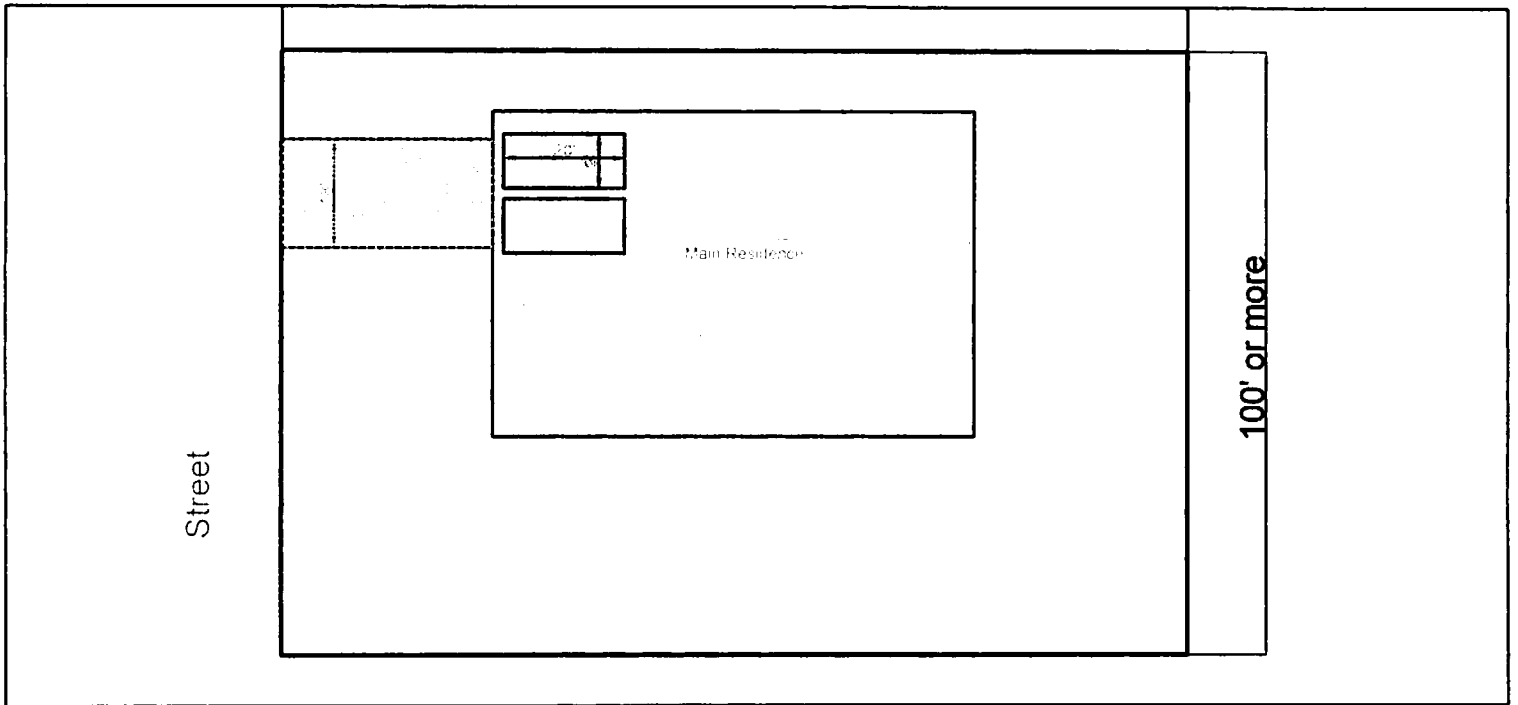


### SR A1A Gated Entry Setback

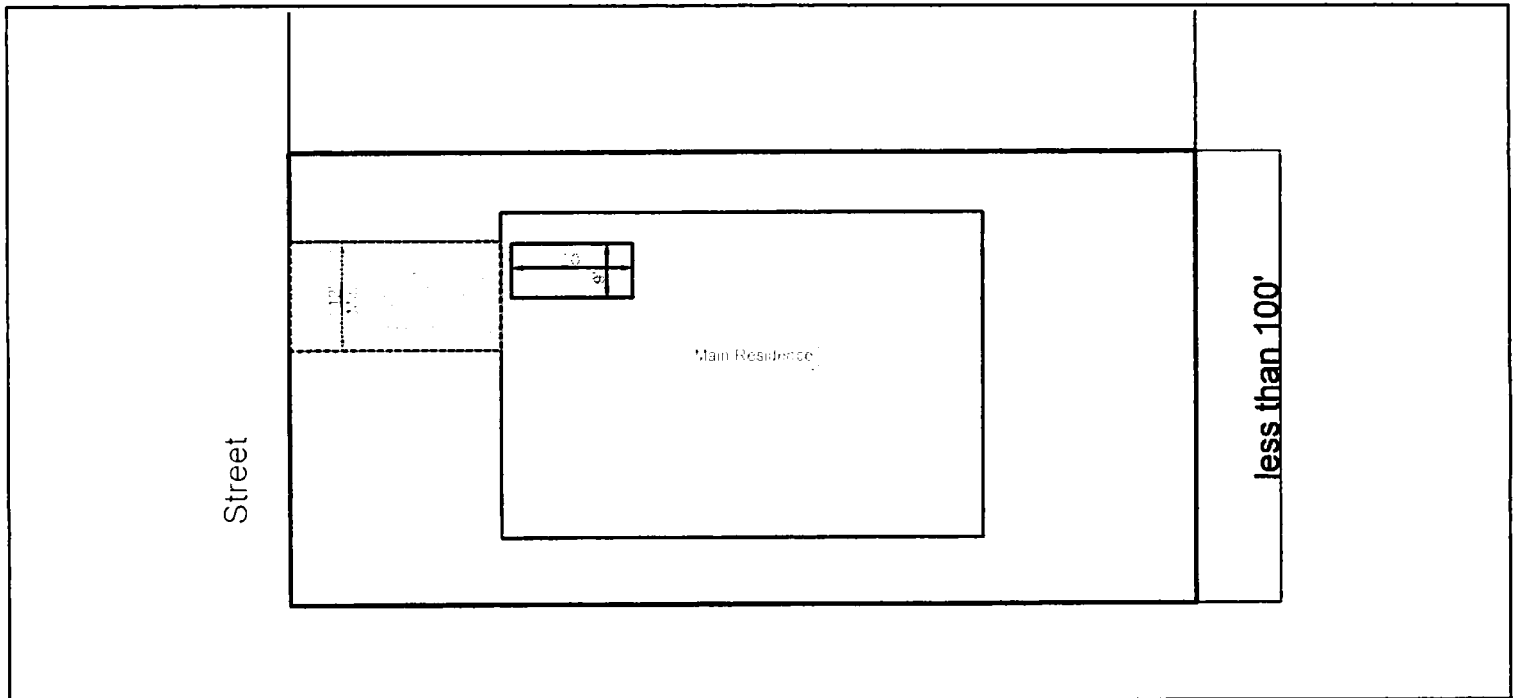
Single = 12'  
Double = 18'  
Max. = 20'



## Required Parking



**Lots 100' or more must have at least two parking space in a garage**



**Lots less than 100' must have at least one parking space in a garage**

**Minimum parking stall size - 9' wide x 20' length**

**Sec. 66-136. - Design of driveways - In addition to the garage requirement of sections 66-201 through 66-207, and design of driveways as set forth in sections 66-221 through 66-225, each residence shall be required to provide one additional paved parking space on-site.**





# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** August 22, 2017

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

**From:** Alexander Diaz,  
Town Manger

Item Number:

3

**Subject:** Ordinance No. 576.17 – Amending Chapter 24, “Personnel,”  
Article II “Retirement” to include the Town Manager as a  
Member of the Town’s Retirement Plan

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### Recommendation:

It is recommended that the Town Council adopt the attached Ordinance No. 576.17 as presented.

### Background:

The Town Council voted unanimously at the April 19<sup>th</sup>, 2016 Regular Town Council Meeting, to allow the Mayor and Town’s Attorney to research and determine the most appropriate, cost effective and fair way to allow the Town Manager to join the Town’s Employee Pension Plan.

After careful consideration this Ordinance as presented achieves a balance in allowing the Manager to join the pension, allows for vesting, and is designed to incentivize the Manager to continue his service with the Town as he would only earn the multiplier on a moving forward basis.

This first reading ordinance sets the framework in allowing the Town Manager to join the Town’s Pension. If the Town Manager elects to join the Town’s Pension the Towns contribution to the 401(a) account would cease.

### Fiscal Impact:

Currently the Town is required to contribute 20.44% of payroll to the pension. The Town has budgeted for the 2017-2018 fiscal year 25% of payroll for the pension. If the Manager were to join the Pension the Town would be required to contribute 21.59% (an increase of 1.15%), well within the budgeted 25%.

**TOWN OF GOLDEN BEACH, FLORIDA**

**ORDINANCE NO. 576.17**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 24, "PERSONNEL," ARTICLE II, "RETIREMENT," DIVISION 1 "GENERAL EMPLOYEES" BY AMENDING THE TOWN OF GOLDEN BEACH EMPLOYEES PENSION PLAN AT SECTION 24-31 "DEFINITIONS," SECTION 24-32 "MEMBERSHIP," SECTION 24-33 "BENEFIT AMOUNTS AND ELIGIBILITY," SECTION 24-34 "OPTIONAL FORMS OF BENEFITS," SECTION 24-35 "CONTRIBUTIONS," SECTION 24-36 "ADMINISTRATION"; SECTION 24-37 "FINANCES AND FUND MANAGEMENT," AND SECTION 24-38 "REPEAL OR TERMINATION OF PLAN"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Golden Beach, Florida ("Town Council") has established the Town of Golden Beach Employees' Pension Plan (the "Plan") for members of the Plan as defined in Section 24-31 of the Town's Code of Ordinances ("Members"); and

**WHEREAS**, the Town Manager is not a member of the Plan, but instead participates in Town-sponsored deferred compensation plans; and

**WHEREAS**, the Town Council desires to include the Town Manager as a Plan Member, as well as successor Town Managers; and

**WHEREAS**, to accomplish the goal of including the Town Manager as a Plan Member, it is necessary to adopt an ordinance amending the Plan as set forth in Chapter 24, Article II of the Town Manager's Code of Ordinances; and

**WHEREAS**, the Town Council has received and reviewed an actuarial impact statement concerning this ordinance; and

**WHEREAS**, a clarifying amendment to the Plan's normal form of benefit is advisable; and

**WHEREAS**, the Town Council finds that adopting this Ordinance is in the best interest of the Town of Golden Beach, Florida (the "Town").

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, HEREBY ORDAINS AS FOLLOWS:<sup>1</sup>**

**Section 1. Recitals Adopted.** Each of the above recitals is hereby adopted and incorporated as if fully set forth in this Section.

**Section 2. Code Amended.** That Section 24-31 “Definitions” of Division 1 “General Employees” of Article II “Retirement” of the Town Code is hereby amended to read as follows:

Sec. 24-31. - Definitions.

As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

*Accrued Benefit* means the monthly normal retirement benefit payable commencing at the date which would have been the Member's Normal Retirement Date had he remained in full-time employment with the Town City. For purposes of computing this normal retirement benefit, the Member's Credited Service and Average Monthly Earnings as of the date of determination shall be used.

\*\*\*

~~*City* means Town of Golden Beach, Florida.~~

~~*City Council* means the Town Council of the Town of Golden Beach, Florida.~~

\*\*\*

*Credited Service* means for each Member uninterrupted service (expressed as years and completed months) from the date the Member last entered employment as an Employee, until the date the Member's employment shall be terminated by death, disability, retirement, resignation or discharge; provided however, that only the Credited Service acquired by a Town Manager after becoming a Member shall be counted when calculating the monthly retirement benefit. Further, the Credited Service of any Member shall not be deemed to be interrupted by:

- (1) Any authorized leave of absence or vacation provided that all Members similarly situated in similar circumstances shall be treated alike pursuant to uniform, nondiscriminatory rules;
- (2) Any service, voluntary or involuntary, in the Armed Forces of the United States, provided the Member is legally entitled to reemployment under the provisions of the Vietnam Era Veteran's Readjustment Act of 1974, the Uniformed Services Employment and Reemployment Rights Act, the Florida Statutes and any amendments thereto, or any law applicable to such reemployment, and provided

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<sup>1</sup>Additions to existing code text are shown by underline; deletions from existing code text are shown by ~~strikethrough~~.

further, that said Member shall apply for employment within three months following termination of such service for General Employee Members and as provided in Chapter 185 of the Florida Statutes for Police Officer Members.

No credit for benefit eligibility or computation purposes under the Plan shall be allowed for any such period of leave of absence as described in (1) above. A General Employee or Town Manager Member who left the Town City to perform military service in the Armed Forces of the United States and who is reemployed as provided above shall receive credit for such service if the Member redeposits any distribution received from the Fund and Employee contributions for the period of such military service without interest, a Police Officer Member who left the Town City to perform military service in the Armed Forces of the United States who is reemployed as provided above shall receive credit for such service as provided in Chapter 185 of the Florida Statutes.

A Police Officer Member may purchase Credited Service for all purposes, including vesting, for the years or fractional parts of years that the Police Officer Member was engaged as a Police Officer for another employer or for military service in the Armed Forces of the United States, voluntarily or involuntarily, prior to employment with the Town City, provided that:

- (1) The Police Officer Member is not receiving or is entitled to receive a benefit from another governmental pension plan for such service.
- (2) The Police Officer Member pays into the Plan the full actuarial cost of such prior service.
- (3) The maximum credit for prior Police Officer service and/or prior military service pursuant to this section shall be five years.

For a Town Manager Member who elects to participate in the Plan pursuant to Section 24-32(3), only the years or fractional parts of years of Credited Service that the Town Manager Member earns after joining the Plan shall be counted when calculating his monthly retirement benefit. The years or fractional parts of years of Credited Service acquired prior to joining the Plan shall only be counted for eligibility and vesting purposes.

*Early Retirement Date* means for each Member the first day of the month coincident with or next following the later of:

- (1) The completion of ten years of Credited Service, and
- (2) The attainment of his 55th birthday if a General Employee, or his 50th birthday if a Police Officer or Town Manager.

Earnings means a Member's total cash compensation from the City exclusive of any lump sum payments for unused sick or vacation time, allowances for education, food or uniforms, and any other extraordinary compensation.

\*\*\*

Employee means any person who is employed by the Town City on a full-time basis and whose salary or wages are subject to withholding for purposes of federal income taxes and the Federal Insurance Contributions Act. For this purpose, "full-time employment" shall mean at least 40 hours per week and at least six months per year. Persons employed under contract for a definite period, as the Town Manager, or any person employed for the performance of a particular, special service shall not be eligible for participation in the Plan.

\*\*\*

General Employee means an Employee who is not a Police Officer or the Town Manager.

\*\*\*

Normal Retirement Date means for each Member the first day of the month coincident with or next following the attainment of his 65th birthday if a General Employee, or if a Police Officer age 55 with ten years of Credited Service or age 52 with 25 years of Credited Service. Provided that effective October 1, 2006 the Town Manager Member or Police Officer Members shall be eligible for normal retirement upon attainment of age 52 and completion of 20 years of Credited Service. A Member may retire on his Normal Retirement Date or on the first day of any month thereafter.

\*\*\*

Police Officer means an Employee who is classified by the Town City as a regular full-time police officer; civilian members of the Police Department shall not be considered Police Officers.

Predecessor Plan means the pension plan for Employees of the Town City that was in effect up to the day before the Effective Date hereof.

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Retiree means a person in receipt of retirement benefit payments under the Plan on the basis of disability or Credited Service as an Employee.

\*\*\*

Town means Town of Golden Beach, Florida.

Town Council means the Town Council of the Town of Golden Beach, Florida.

Town Manager means the position established and defined in Article V of the Town Charter.

**Section 3. Code Amended.** That Section 24-32 "Membership" of Division 1 "General Employees" of Article II "Retirement" of the Town Code is hereby amended to read as follows:

- (a) Conditions of Eligibility.
- (1) Each Employee as of the Effective Date shall continue participation in the Plan without interruption.
  - (2) Each person who becomes an Employee after the Effective Date, except for the Town Manager, shall become a Member of the Plan as of his date of full-time employment upon completion of his Application for Membership.
  - (3) Any person serving as Town Manager with at least ten (10) years of service with the Town shall become a Member upon the acceptance of a one-time, irrevocable option to transfer to this Plan, and the completion of an Application for Membership.
- (b) Application for Membership. Each eligible Employee shall, within 30 days of becoming eligible, complete an application form covering the following points, as well as such other points or items as may be prescribed by the Board:
- (1) Acceptance of the terms and conditions of the Plan,
  - (2) Designation of a Beneficiary or Beneficiaries, and
  - (3) Provision of acceptable evidence of his date of birth.
- (c) Contiguous non-covered service. For purposes of subsection (a)(3) above, the Town Manager Member shall automatically be vested in the Plan. However, the Town Manager Member may not purchase Credited Service under this Plan for any portion of the period preceding the joining of the Plan. Furthermore, none of the years or fractional part of the years of service acquired prior to the transfer shall be calculated in the monthly retirement benefit, but shall be counted as Credited Service for the purposes of reaching early, normal or a delayed retirement benefit.
- (~~e~~) Change In Designation of Beneficiary. A Member may from time to time change his designated Beneficiary by written notice to the Board upon forms provided by the Board. Upon such change, the rights of all previously designated Beneficiaries to receive any benefit under the Plan shall cease.
- (~~d~~) Exceptions from Membership. The Town City Council may designate certain Employees not to be included for membership in the Plan where the Town City provides comparable benefits in another program ~~such as the deferred compensation program sponsored by the International City Managers Association~~. This designation may only apply to Employees whose employment is subject to appointment by the ~~City~~ Town Council. The Town Manager, by virtue of his eligibility pursuant subsection (a)(3) above, is not a designated Employee and, therefore, any previous exclusion designation relative to the position is null and void. Each other Employee must become a Member of the Plan as a condition of his employment.
- (~~e~~) Election of increased benefits and employee contributions. Each member of the plan as of the date this section becomes effective shall, within 60 days following such effective date, make a written election either to continue no member contributions to the plan or to begin contributing three and one-half percent of earnings to the plan in the case of general employee members or three and three-tenths percent of earnings in the case of police officer members. Each such member who elects not to contribute shall be subject to a lower benefit accrual rate, as provided in Section 24-33(a)(1).

Each such member who elects to begin contributing at the rates provided above shall be subject to a higher benefit accrual rate, as provided in Section 24-33(a)(1).

**Section 4. Code Amended.** That Section 24-33 “Benefit amounts and eligibility” of Division 1 “General Employees” of Article II “Retirement” of the Town Code is hereby amended to read as follows:

(a) *Normal Retirement Benefit.*

(1) *Amount.* Each Member who retires on or after his or her Normal Retirement Date shall be eligible to receive his or her normal retirement benefit commencing on his or her actual retirement date.

\*\*\*

e. Effective upon joining the Plan, the monthly normal retirement benefit for a Town Manager Member who contributes to the Plan shall be an amount equal to a percent of Average Monthly Earnings based on the length of eligible Credited Service as follows:

<u>Completed Years of Credited Service</u>	<u>Normal Retirement Benefit as a Percentage of Average Monthly Earnings:</u>
<u>0-2</u>	<u>15% x Credited Service</u>
<u>After 2</u>	<u>3% x Credited Service in excess of 2 years</u>

(2) *Form of Benefit.* The normal retirement benefit shall commence on the Member's actual retirement date and be payable on the first day of each month thereafter, with the last payment being the one next preceding the retiree's death. However, should the retiree die before receiving 120 monthly benefit payments, the remainder of the 120 payments shall be paid to the retiree's designated beneficiary on a monthly basis in the same manner as was paid to the Member.

\*\*\*

(c) Disability Retirement Provisions.

(1) *Definition of Disability.* For purposes of this Plan, total and permanent disability shall mean an injury, disease or condition which permanently incapacitates a Member, either physically or mentally, from performing the duties normally associated with his position with the Town City. A total and permanent disability arising directly from the performance of service to the Town City by a Member as

an Employee shall be considered to be a Service Incurred Disability. A total and permanent disability arising from any other cause or source shall be considered to be a Non-Service Incurred Disability. A Member shall not be entitled to receive a disability retirement benefit from the Plan if the disability is a result of:

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- d. Injury or disease sustained by the Member after his employment with the Town City has been terminated.

A Member shall not receive a Service Incurred Disability benefit for injury or disease sustained by the Member while working (either as an employee or through some other contractual arrangement) for anyone other than the Town City and arising out of such other employment or contractual arrangement. In addition, a Member shall not be entitled to receive a disability retirement benefit from the Plan on the basis of any condition evidenced during the Member's preemployment physical.

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- (4) Determination of Disability. All questions relating to eligibility for initial payment or continuance of disability benefits shall be determined by the Board, taking into consideration the recommendations of the medical board and such other evidence of which the Board may avail itself. The general steps which the Board shall follow in its determination shall be as listed below, provided however, that the Board may in its discretion alter or modify these steps:

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- e. Establish a date of disability. This date may be the date of injury causing the disability, the date when the Member could no longer perform his regular and continuous duties, the date when his sick pay and vacation pay are exhausted or such other date as determined by the Board. Provided that for Police Officer Members or the Town Manager Member the date of disability for services incurred disability benefits shall be the date of the injury or illness occurred.

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- (5) Disability Retirement Benefits.

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- b. Amount of Services Incurred Disability Benefit. For General Employee Members, 42 percent of the Member's monthly Earnings in effect on the date of disability provided, however, that such benefits shall be no less than ~~then~~ the Accrued Benefit and, subject in any event to the offsets listed below. For Police Officer Members and Town Manager Member 70 percent of the Member's monthly Earnings in effect on the date of disability, provided that



such benefits shall be no less ~~than~~ than the Accrued Benefit and, subject in any event to the offsets listed below.

\*\*\*

(8) *Recovery from Disability.* In the event a Member who has been retired on a disability benefit regains his health and is able to perform the duties associated with the position he held prior to becoming disabled, the Board shall discontinue the pension. If such Member shall resume his employment with the Town City, then he shall retain his Credited Service for the period prior to his disability retirement. Should a Member who recovers from disability not return to employment with the Town City, he shall be eligible to receive any benefits he would otherwise have received had he terminated employment on his date of disability less the sum of the disability benefits he had received.

(e) *Termination Benefits and Vesting.* All rights to benefits under this plan shall cease upon a member's termination of employment, other than by reason of early, normal or delayed retirement (at which time members are 100 percent vested); however, all members shall acquire a vested right to accrued benefits pursuant to the following vesting schedule:

Vesting Schedule	
Completed Years of Credit Service <sup>1</sup>	Vested Interest (Percent)
Less than 10	0
10 or more	100

<sup>1</sup>A Town Manager requiring ten years of service to become a member of the plan shall be 100% vested upon becoming a Member of the Plan.

Any member not eligible for an early, normal or delayed retirement benefit but who has a vested interest at time of termination shall receive such benefit commencing on the date which would have been his normal retirement date had he continued in employment with the Town city; provided however, a member may elect to receive his deferred benefit upon attaining age 55, in the case of a general employee member, or age 50, in the case of a police officer member or the Town Manager Member, or any date thereafter, the benefit in such case to be actuarially reduced as for early retirement.

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(f) *Limitation on Benefits.* In no event may a Member's annual benefit exceed:

- (1) \$160,000 (adjusted for cost-of-living in accordance with Internal Revenue Code (IRC) Section 415(d), but only for the year in which such adjustment is effective).

If the Member has less than ten years of service with the Town City (as defined in IRC Section 415(b)(5) and as modified by IRC Section 415(b)(6)(D), the limitation set forth in this subsection (1) shall be reduced by multiplying such limitation by a fraction, not to exceed one. The numerator of such fraction shall be the number of years, or part thereof, of service with the Town City; the denominator shall be ten years.

\*\*\*

**Section 5. Code Amended.** That Section 24-34 “Optional forms of benefits” of Division 1 “General Employees” of Article II “Retirement” of the Town Code is hereby amended to read as follows:

Each Member entitled to a normal or vested retirement benefit shall have the right at any time prior to the date on which benefit payments begin to elect to have his benefit payable under any one of the options hereinafter set forth in lieu of the benefits otherwise provided herein, and to revoke any such elections and make a new election at any time prior to the actual beginning of payments. The value of optional benefits shall be Actuarially Equivalent to the value of benefits otherwise payable, and the present value of payments to the retiring Member must be at least equal to 50 percent of the total present value of payments to the retiring Member and his Beneficiary. The Member shall make such an election by written request to the Board, such request being retained in the Board's files.

\*\*\*

- (5) *Option 5 - Deferred Retirement Option Plan.* Effective October 1, 2006 there shall be a Deferred Retirement Option Plan (DROP) created in compliance with Addendum B of the October 1, 2004 - September 30, 2007 collective bargaining agreement between the Town City and the Florida State Lodge, Fraternal Order of Police. Said Addendum B shall become part of the Plan and shall be administered by the Board as established herein.
- (6) Option 6 - Deferred Retirement Option Plan for Town Manager Member. The Town Manager Member may elect to participate in the Deferred Retirement Option Plan (DROP) on the same terms and conditions as the DROP plan for Police Members. The DROP Plan for the Town Manager Member shall become part of the Plan and shall be administered by the Board as established herein.

**Section 6. Code Amended.** That Section 24-35 “Contributions” of Division 1 “General Employees” of Article II “Retirement” of the Town Code is hereby amended to read as follows:

(a) Member Contributions.

- (1) Amount. Except for those Members who elect not to contribute to the Plan, Members shall make regular contributions to the Fund at a rate equal to 3½

percent of their respective Earnings in the case of General Employee Members and ~~3-3/4~~ 3.3 percent of Earnings in the case of Police Officer Members. Provided that effective October 1, 2006 Police Officer Members and the Town Manager Member shall make regular contributions to the fund at a rate equal to six percent of their respective Earnings.

- (2) *Duration.* Contributions shall be deducted from said Earnings before the same are paid until the Member has reached his actual retirement date or his termination date whichever occurs first. Member contributions shall be deposited in the Fund each pay period. In the event that the Town City agrees to assume and pay Member contributions in lieu of direct contributions by the Member, such contributions shall accordingly be paid into the Plan on behalf of the Members. No Member subject to such agreement shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the Town City directly to the Plan. All such contributions by the Town City shall be deemed and considered as part of the Member's accumulated contributions and subject to all provisions of this Plan pertaining to accumulated contributions of Member. The intent of this language is to comply with Section 414(h)(2) of the Internal Revenue Code.

\*\*\*

- (b) *City Town Contributions.* So long as this Plan is in effect, the Town City shall make an annual contribution to the Trust Fund in an amount at least equal to the difference in each year as between member contributions and the total cost for the year as shown by the most recent actuarial valuation for the Plan. The total cost for any year shall be defined as the total of normal cost plus the additional amount sufficient to amortize the unfunded actuarial past service liability over a 32-year period commencing with the effective date of the amended plan. City Town contributions shall be deposited in the Fund on at least a quarterly basis.
- (c) *Other.* Private donations, gifts, and contributions may be deposited to the Fund, but such deposits must be accounted for separately and kept on a segregated bookkeeping basis. Funds arising from these sources may be used only for additional benefits for Members, as determined by the Board, and may not be used to reduce what would have otherwise been required City Town contributions.

**Section 7. Code Amended.** That Section 24-36 "Administration" of Article II "Retirement" of Division 1 "General Employees" of Article II "Retirement" of the Town Code is hereby amended to read as follows:

Sec. 24-36. - Administration.

- (a) The general administration and responsibility for the proper operation of the Plan and for making effective the provisions of this Division are hereby vested in a Board of Trustees consisting of five Persons as follows:

- (1) Two residents of the Town City appointed by the Town City Council;
  - (2) One Police Officer elected by Police Officers who are Members of the Plan;
  - (3) One General Employee elected by General Employees who are Members of the Plan; and
  - (4) One resident of the Town City to be appointed by the Mayor and approved by the Town City Council.
- (b) The term of office of each elected Trustee shall be two years, unless he or she sooner leaves the employment of the Town City. Each appointed Employee shall serve as Trustee for a period of two years, unless sooner replaced by the Town City Council at whose pleasure the member shall serve, or unless he or she sooner leaves the employment of the Town City. Each appointed resident shall serve as Trustee for a period of two years, unless sooner replaced by the Town City Council at whose pleasure the member shall serve.
- (c) The elective Trustees shall be elected in the following manner, to wit: By vote of all actively employed Police Officer ~~and~~ General Employee Members and the Town Manager Member at meetings to be held at places designated by the Board, of which meetings all qualified Members entitled to vote shall be notified in Person or by written notice often days in advance of said meeting. The Police Officer and General Employee receiving the highest number of votes shall be declared elected and shall take office immediately upon commencement of the terra of office for which elected or as soon thereafter as he shall qualify therefore. An election shall be held not more than 30 and not less than ten days prior to the commencement of the terms for which Trustees are to be elected. The Board shall establish and administer the election procedure for each election. The Board of Trustees shall meet, organize, and elect one of their members as Chairman, one member as Vice Chairman, and one member as Secretary within ten days after all the Trustees are elected and duly qualified.

\*\*\*

- (f) Each Trustee shall, within ten days after his appointment or election, take an oath of office before the Town City Clerk of the Town City, that so far as it develops upon him he will diligently and honestly administer the affairs of the said Board, and that he will not knowingly violate or willingly permit to be violated any of the provisions of the law applicable to the Plan. Such oath shall be subscribed to by the members making it and certified by the said Clerk and filed in the office of the Town City Clerk.

\*\*\*

- (i) The Board of Trustees shall engage such persons, agents or entities as shall be required to transact the business of the Plan. The compensation of all persons engaged by the Board and all other expenses of the Board necessary for the operation of the Plan shall be paid at such rates and in such amounts as the Board shall agree. Funds may be disbursed by the Town City Finance Department or other

disbursing agent as determined by the Board, but only upon written authorization by the Board.

\*\*\*

- (k) The duties and responsibilities of the Board shall include, but not necessarily be limited by, the following:

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- (9) To determine or have determined that the Plan complies at all times with the provisions of Florida law both substantively and in operation, and including the following:

- a. Have prepared and distributed to all Members a Plan description and a summary of pertinent updated financial and actuarial information as required by appropriate Federal and State Law.
- b. Assure that Town ~~City~~ contributions are deposited into the Trust Fund at least quarterly.

**Section 8. Code Amended.** That Section 24-37 “Finances and Operation of Fund” of Division 1 “General Employees” of Article II “Retirement” of the Town Code is hereby amended to read as follows:

Sec. 24-37. – Finances and Fund management.

- (a) *Establishment and Operation of Fund.*

\*\*\*

- (4) All funds and securities of the Plan may be commingled in the Fund provided that accurate records are maintained at all times reflecting the financial composition of the Fund, including accurate current accounts and entries as regard the following:

- a. Receipts and disbursements,
- b. Benefit payments,
- c. ~~City~~ Town contributions,
- d. All interest, dividends and gains (or losses) whatsoever, and
- e. Such other entries as may be properly required so as to reflect a clear and complete financial report of the Fund.

- (5) The Board of Trustees shall have the following investment powers and authority:

- a. The Board of Trustees shall be vested with full legal title to said Fund, subject however, and in any event to the authority and power of the ~~City~~ Town Council to amend or terminate this Trust, provided that no

amendment or Fund termination shall ever result in the use of any assets of this Fund except for the payment of regular expenses and benefits under this Plan. All contributions from time to time paid into the Fund, and the income thereof, without distinction between principal and income, shall be held and administered by the Board or its agent in the Fund and the Board shall not be required to segregate or invest separately any portion of the Fund.

\*\*\*

- j. Where any action which the Board is required to take or any duty or function which it is required to perform either under the terms herein or under the general law applicable to it as Trustee under this Division, can reasonably be taken or performed only after receipt by it from a Member, the City Town or any other entity of specific information, certification, direction or instructions, the Board shall be free of liability in failing to take such action or perform such duty or function until such information, certification, direction or instruction has been received by it.

\*\*\*

- m. In any application to or proceeding or action in the courts, only the City Town and the Board shall be necessary parties, and no Member or other person having an interest in the Fund shall be entitled to any notice of service or process. Any judgment entered in such a proceeding or action shall be conclusive upon all persons.

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**Section 9. Code Amended.** That Section 24-38 “Repeal or termination of plan” of Division 1 “General Employees” of Article II “Retirement” of the Town Code is hereby amended to read as follows:

Sec. 24-38. - Repeal or termination of plan.

\*\*\*

- (c) The following shall be the order of priority for purposes of allocating the assets of the Plan upon repeal of this Division or if contributions to the Plan are discontinued.

\*\*\*

- (3) All other Members whose present value of Accrued Benefits have not been covered in a previous category in the same manner as in paragraph (2) above. After all the Accrued Benefits provided hereunder have been paid and after all other liabilities have been satisfied, then and only then shall any remaining funds revert to the general fund of the City Town.
- (d) The allocation of the Fund provided for in this subsection may, as decided by the Board, be carried out through the purchase of insurance company contracts to provide the benefits determined in accordance with this subsection. The fund may be distributed in one sum to the persons entitled to said benefits or the distribution may be carried out in such other equitable manner as the Board may direct. The Trust may be continued in existence for purposes of subsequent distributions.

If, at any time during the first ten years after the Effective Date, the Plan shall be terminated or the full current costs of the Plan (consisting of the normal costs and interest on any accrued liability) shall not have been met, anything in the Plan to the contrary notwithstanding, ~~City~~ Town contributions which may be used for the benefit of any one of the 25 highest paid Members of the Plan on the Effective Date, whose anticipated annual retirement allowance provided by the ~~City's~~ Town's contributions at his Normal Retirement Date would exceed \$1,500.00, shall not exceed the greater of either (a) \$20,000.00 or (b) an amount computed by multiplying the smaller of \$10,000.00 or 20 percent of such Members average annual earnings during his last five years of service by the number of years of service since the Effective Date. In the event that it shall hereafter be determined by statute, court decision, ruling by the Commissioner of Internal Revenue, or otherwise, that the provisions of this paragraph are not then necessary to qualify the Plan under the Internal Revenue Code, this paragraph shall be ineffective without the necessity of further amendment of this Division.

**Section 10. Repealer.** All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 11. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 12. Codification.** That it is the intention of the Town Council, and hereby ordained, that the provisions of the Ordinance shall become and be made a part of the Code of the Town of Golden Beach; that the sections of this Ordinance may be re-numbered and/or re-lettered to accomplish such intentions; and that the word, "Ordinance," shall be changed to "Section" or such other appropriate word.

**Section 13. Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

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

Mayor Glenn Singer	_____
Vice-Mayor Judy Lusskin	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** on first reading this 22<sup>nd</sup> day of August, 2017.

The Motion to adopt the foregoing Ordinance was offered by \_\_\_\_\_,

seconded by \_\_\_\_\_, and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice-Mayor Judy Lusskin	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_, 2017.

ATTEST:

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

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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



**RE: Town of Golden Beach Employees Pension Plan**  
Actuarial Impact of Proposed Amendment

The attached proposed Town of Golden Beach Ordinance (the “Proposed Ordinance”) that will amend effective as of the date of the second and final reading Chapter 24, “Personnel,” Article II, “Retirement,” Division 1 “General Employees” of the Town of Golden Beach Employees Plan (the “Plan”) specifically at Section 24-31 “Definitions,” Section 24-32 “Membership,” Section 24-33 “Benefit Amounts and Eligibility,” Section 24-34 “Optional Forms of Benefits,” Section 24-35 “Contributions,” Section 24-36 “Administration”; Section 24-37 “Finances and Fund Management,” and Section 24-38 “Repeal or Termination of Plan” to allow the current Town Manager as well as successor Town Managers with at least ten (10) years of service to irrevocably elect to become a member of the Plan upon the completion of an Application for Membership and commence accruing benefits for future Credited Service. The Proposed Ordinance also clarifies the Plan’s normal form of benefit.

The following impact statement is based on our understanding of the intent of the Proposed Ordinance as follows:

- Proposed amendment to Section 24-33 adding Section (a)(1)e. : This new section is intended to provide for the covered Town Manager a monthly normal retirement benefit as a percentage of Average Monthly Earnings under the following schedule:

<b>Credited Service</b>	<b>Normal Retirement Benefit as a Percentage of Average Monthly Earnings:</b>
0-2 years	15% x Credited Service
After 2 years	30% + (3% x Credited Service in excess of 2 years)

- Proposed amendment to Section 24-33(a)(2): The change is intended to clarify the normal form of payment as a life annuity with a guarantee of 120 monthly benefit payments and no change is intended.

Assuming the current Town Manager irrevocably elects to become a member of the Plan and completes an Application for Membership during the current Plan year ending September 30, 2017 the Proposed Ordinance will not initially increase the Plan’s Actuarial Liability as benefit accruals are based upon the election of the Town Manger to become a member as of a date of application and Credited Service is recognized on and after such date.

However, the Proposed Ordinance will increase the Plan’s annual Normal Cost and thus the annual Actuarially Determined Contribution. The effect of the Proposed Ordinance based on the actuarial valuation results as of October 1, 2016 reported in our actuarial report dated July 21, 2017 and the current Town Manager’s date of birth, initial employment date, and prior pensionable earnings as provided by the Town is an increase in the Actuarially Determined Contribution of \$63,419. This increase represents an increase in the annual Actuarially Determined Contribution as a percentage of expected payroll of 1.15%.

**RE: Town of Golden Beach Employees Pension Plan**

Actuarial Impact of Proposed Amendment

The following provides the details of this calculation and the census data provided for the current Town Manager:

Development of total Normal Cost	10/1/2016 Valuation			Town Manager	Total after
	General Employees	Police	Total	under Proposed Ordinance	Proposed Ordinance
Funding Interest Rate	7.50%	7.50%	7.50%	7.50%	7.50%
Present Value of Future Benefits	\$ 3,919,842	\$ 6,916,717	\$ 10,836,559	\$ 651,103	\$ 11,487,662
Present Value of Future Employee Contributions	233,874	398,980	632,854	88,114	720,968
Actuarial Value of Assets	2,521,550	4,769,166	7,290,716	-	7,290,716
Unfunded Liability	268,316	602,525	870,841	-	870,841
Present Value of Future Normal Costs	\$ 896,102	\$ 1,146,046	N/A	\$ 562,989	N/A
Present Value of Future Salaries	\$ 7,702,344	\$ 7,765,773	\$ 15,468,117	\$ 1,665,903	\$ 17,134,020
Normal Cost Rate	11.63%	14.76%	N/A	33.79%	N/A
Valuation Salary	\$ 951,915	\$ 1,265,035	\$ 2,216,950	\$ 180,994	\$ 2,397,944
Normal Cost	\$ 110,708	\$ 186,719	\$ 297,427	\$ 61,167	\$ 358,594
Expenses Included in Normal Cost	23,417	43,768	67,185	-	67,185
Total Normal Cost beginning of year	\$ 134,125	\$ 230,487	\$ 364,612	\$ 61,167	\$ 425,779
Total Normal Cost with 1/2 yr. Interest at Funding Rate	\$ 139,064	\$ 238,974	\$ 378,038	\$ 63,419	\$ 441,457
<b>Increase in Total Normal Cost</b>					<b>\$ 63,419</b>
<b>Effect on Annual Actuarially Determined Contribution</b>					
Annual Actuarially Determined Contribution	\$ 159,351	\$ 285,858	\$ 445,209	\$ 63,419	\$ 508,628
<b>Increase in Annual Actuarially Determined Contribution</b>	-	-	-	<b>\$ 63,419</b>	<b>\$ 63,419</b>
Annual Actuarially Determined Contribution as % of Expected Payroll	14.42%	22.60%	18.79%	35.04%	19.94%
Increase in Annual Actuarially Determined Contribution as % of Expected Payroll	-	-	-	-	1.15%

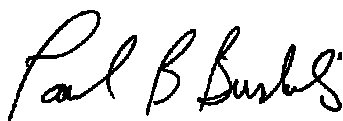
Data Provided

Name	Birth Date	Gender	Hire Date	Earnings for year ended 9/30/2016
Diaz, Alexander	3/19/1978	Male	3/27/2007	\$172,375

The increase noted above for the initial year of participation should be prorated based on the current Town Manager’s actual participation date in the plan year ending September 30, 2017.

The Proposed Ordinance complies with my understanding of Section 14 Article X of the Florida Constitution and Section 112.64, Part VII of the Florida Statutes.

I am a member of the American Academy of Actuaries and I meet the Qualification Standards for actuaries issuing statements of actuarial opinion in the United States with respect to rendering actuarial opinions for this plan.



August 14, 2017

Paul B. Burdulis, EA, ASA, FCA, MAAA  
 Senior Vice President / Consulting Actuary  
[PBurdulis@SHDR.com](mailto:PBurdulis@SHDR.com)  
 (864) 527-0630



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160


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## MEMORANDUM

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**Date:** August 22, 2017

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

**From:** Lissette Perez,   
Town Clerk

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

Item Number:

4

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### **Recommendation:**

It is recommended that the Town Council adopt the attached minutes of the Town's June 20<sup>th</sup>, 2017 Regular Town Council Meeting.



## TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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Official Minutes for the June 20, 2017  
Regular Town Council Meeting called for 7:00 P.M.

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### A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 7:00 p.m.

### B. ROLL CALL

**Councilmember's Present:** Mayor Glenn Singer, Vice Mayor Judy Lusskin, Councilmember Jaime Mendal, Councilmember Amy Isackson-Rojas

**Councilmember's Not Present:** Councilmember Kenneth Bernstein

**Staff Present:** Town Manager Alexander Diaz, Town Clerk Lissette Perez, Town Attorney Kathy Mehaffey (*in for Steve Helfman*), Police Chief Rudy Herbello, Finance Director Maria Camacho, Town Planner Michael Miller

### C. PLEDGE OF ALLEGIANCE

Chief Herbello led the Pledge of Allegiance.

### D. PRESENTATIONS / TOWN PROCLAMATIONS

None

### E. MOTION TO SET THE AGENDA

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

### F. GOOD AND WELFARE

#### **Madison Berndt, 274 South Island Drive**

Recently moved to Golden Beach and wanted to speak on the Town's use of Clarke Environmental to mitigate the mosquito issues in Town. Suggesting the Town consider an integrated pest management system versus the use of traditional pesticide spraying. Main issue with Clarke Environmental is that the sprays they use have compounds in them that are detrimental to the health of human beings.

### G. MAYOR'S REPORT

Hurricane season is here – urged all residents to be proactive, not reactive. Town currently updating database for residents. Staff is contacting residents asking for updated information. Urging residents to please provide the Town with the most updated information. Going to go over the projects the Town plans on starting in the next few months – excited to finally get these projects in the right direction. Assessed

values for Golden Beach as of June 1<sup>st</sup> are over \$1-billion. First time the Town hits that mark. They keep going up. Received confirmation from the Governor, that he secured \$100-thousand for the Town's Capital Improvement Projects. Urged everyone to be extra careful when driving through Town, if leaving for an extended period to notify Town for an extra watch on their home, and be careful when using the beach pavilion and its amenities (it is for residents and their guests, only).

## **H. COUNCIL COMMENTS**

### **Councilmember Rojas**

None

### **Vice Mayor Luskin**

Offered condolences to the Duffner family for the passing of Lee Duffner. Also mentioned that the Town is recruiting for the Golden Beach Youth Leadership Group (GBYLG). Congratulated Zachariah Geduld, past president of the GBYLG on being accepted to Tufts, and for his work with the group.

### **Councilmember Mendal**

Thanked Vice Mayor Luskin on the Memorial Day Event.

## **I. TOWN MANAGER REPORT**

Spoke on the Town's usage of Clarke Mosquito Control and will look into ways to limit the direct contact with residents. As Clarke Mosquito has been approved by the County, Department of Health, EPA and DERM, so the Town can continue to use them. However, will look into other ways to treat the mosquito issue in Town for the next mosquito season. Town's budget is doing very well. Will hold the line as it relates to the Town's millage rate at 8.50 mills. Will send out a survey to the residents at the end of the summer. Goal to have a fully functioning exit-only South Gate by the start of the school year. Looking at providing more amenities in Town, such as a tot lot in North Park. Town is undertaking an aggressive approach to taking back its right-of-way. Do have the authority to make any changes if they would like to do so. Administration not trying to create a cookie cutter community, just want to make sure that the right-of-ways are maintained. Also becoming a little more aggressive in making sure that residents are taking care of their properties as it relates to landscape maintenance. Also, garbage cans belong inside the home, do not leave them on the side of the road.

**Councilmember Mendal** asked about the decision for the flag contest that was supposed to be announced at this evening.

**Town Manager Diaz** stated he was advised that there were only 2 responses received.

**Mayor Singer** asked that Michael Glidden be in attendance at the next Council meeting to announce who the winner of the flag competition is.

## **J. TOWN ATTORNEY REPORT**

None

## **K. ORDINANCES – SECOND READING**

None

**L. ORDINANCES - FIRST READING**

None

**M. QUASI JUDICIAL RESOLUTIONS**

- 1. A Resolution of the Town Council Approving a Variance Request for 386 Golden Beach Drive.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 386 GOLDEN BEACH DR., GOLDEN BEACH, FLORIDA 33160 TO PERMIT THE EXISTING SEAWALL TO EXTEND OUT INTO THE WATERWAY FROM THE PROPERTY LINE 3'-9" WHERE THE CODE REQUIRES THAT NO SEAWALL IS ALLOWED TO EXTEND BEYOND THE PROPERTY LOT LINE INTO A WATERWAY IN THE TOWN.

**Exhibit:** Agenda Report No. 1  
Resolution No. 2502.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2502.17

A motion to approve was made by Vice Mayor Lusskin, seconded by Councilmember Mendal.

On roll call, the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Lusskin	<u>Aye</u>
Councilmember Bernstein	<u>Absent</u>
Councilmember Mendal	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>

The motion passed.

**Town Planner Michael Miller** spoke on the item.

**Town Manager** stated that the process of going over variances has changed a bit from the presentation side. Dan Nieda used to go over all of the points of the variances. Now it will just be a brief overview presented of the situation. Also wanted to disclose that there were Councilmember's present at the Building Regulatory Advisory Board meeting. Councilmember Mendal participated in the discussion at the BRAB level. In this particular case, they looked at the north and south side. In this case the seawall is past the property line. Could make the homeowner rip it down and move it back to the

property line, but that would cost a lot. Administration's stand is that as long as it is contiguous with the walls of the adjacent homes, they do not object to it. Tasked the planner and the attorney to look at a more comprehensive approach to address the waterways. Will be looking at how to change the code to make it more flexible to allow use of the waterway. Staff is recommending the Council approve the seawall at the 3.9 feet outside of the property line.

2. A Resolution of the Town Council Approving a Variance Request for 386 Golden Beach Drive.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 386 GOLDEN BEACH DR., GOLDEN BEACH, FLORIDA 33160 TO PERMIT THE DOCK TO EXTEND OUT INTO THE WATERWAY FROM THE PROPERTY LINE AT 9'-4" WHERE 6' IS REQUIRED BY THE TOWNS CODE.

**Exhibit:** Agenda Report No. 2  
Resolution No. 2503.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2503.17

A motion to approve was made by Vice Mayor Luskin, seconded by Councilmember Mendal.

On roll call, the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Luskin	<u>Aye</u>
Councilmember Bernstein	<u>Absent</u>
Councilmember Mendal	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>

The motion passed.

**Town Planner Michael Miller** spoke on the item.

**Town Manager** asked if the Council should even be concerned with how far a dock should extend.

**Mayor Singer** stated that as long as they are in the D5 triangle and they are not interfering with the traffic on the waterways.

**Town Manager** stated that in this case there was a dock already there, the Town asked them to remove it, and thinks it unfair to not allow them to bring it back.

**Mayor Singer** stated that he feels it unreasonable to not allow the homeowner to have a dock.

**Kirk Lofgren, Ocean Consulting** – commented that they have another check and balance with the environmental agency who is also limiting how far the vessel can go into the waterway.

## **N. CONSENT AGENDA**

3. Official Minutes of the May 16<sup>th</sup>, 2017 Local Planning Agency Meeting
4. Official Minutes of the May 16<sup>th</sup>, 2017 Regular Town Council Meeting
5. A Resolution of the Town Council Approving the Sponsorship of the Florida PDMP Foundation Inc. Program.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE SPONSORSHIP OF THE “FLORIDA PDMP FOUNDATION INC.”, PROGRAM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 5  
Resolution No. 2504.17

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2504.17

Consensus vote 4 Ayes, 0 Nays. Items N3 – N5 pass.

## **O. TOWN RESOLUTIONS**

Hold – Possible award of Pavilion/Gate House Project

**Town Manager** stated that he would like to review the plans for both the Pavilion and Gate House Projects and have the Council provide a straw vote to give him the authority to negotiate terms and cost limits with a vendor to provide the work for both the Pavilion and gate house projects. Stated that these projects do not call for any work on the actual pavilion structure, building itself is not part of this process. Looking to demolish and rebuild the entire gatehouse structure. Does not include the water fountains or the welcome sign across the street, which will be part of another project brought before the council at a later date. Will have the police command vehicle positioned at the entrance of Town so that services are not interrupted or affected. This project will take approximately 6 months. Did receive four bids. Asking the Council to allow the Mayor and him to meet and negotiate with the three lowest responsible respondents to bring a contract for retroactive approval at the August meeting. Asking for an amount not to exceed \$300,000 for the Gatehouse - \$250,000 for the work itself and a \$50,000 contingency.



**Mayor Singer** asked about all the cameras, electrical and conduits at the Gatehouse.

**Town Manager** stated that that has all been taken care of. Will not be purchasing any new cameras or CCTV program, will continue to use what is in place now after the renovations are completed.

**Vice Mayor Luskin** asked about whether or not the new building will look wrong with the old arches.

**Town Manager** spoke in detail on the beach pavilion renovations. Asking for the authority of funds in the amount of \$450,000 with a \$50,000 contingency for the beach for a total of \$500,000. With a combined total if \$800,000 for both projects. Feels that the Town will come in much lower than that because they will be going with the lowest bidder. This project will take a minimum of 6 months, to 9 months.

**Vice Mayor Luskin** inquired about the work Bejar Construction has done for the Town in the past.

**Town Manager** stated that Bejar construction has done good work for the Town in the past.

**Councilmember Rojas** asked how this affects the money available for dredging.

**Town Manager** stated that the issue with dredging is that from the time that we finally decide what approach the Town is going to go with, that saves the Town almost \$1-million. Have money in the Town's budget to fund these projects.

**Councilmember Rojas** stated that the permitting process could take up to a year, so if the Town doesn't start it'll take much longer to complete.

**Town Manager** stated that there are General Fund allocations towards these projects and have already begun the permitting process.

**Mayor Singer** stated that even if they did give it approval tonight, they couldn't start until the fourth quarter of 2018. The Manager and him have met with banks to receive a loan for this work that will come before the council for approval.

**Town Manager** stated that the Town will have about \$300,000 set aside for actual work.

**Mayor Singer** stated that the Town doesn't really need to work on both canals, it's really just North Island and Center Island that needs the dredging – South Island doesn't have the same issues the other two islands, and they are not sure why.

**Town Manager** stated that the canal maintenance is not something that is being put on the shelf.

**Town Manager** asked if the Council would give him a straw vote approving him and the Mayor to move forward with negotiations.

**Councilmember Rojas** asked if they could vote on whether to do the lighting project or the beach pavilion and guardhouse projects.

**Town Manager** stated that there is money in the budget for all three of these projects to be awarded and completed without assessing the residents or increasing the tax burden of the residents.

**Vice Mayor Lusskin** asked if Paul Abbott would be the owner's rep on this project. **Town Manager** stated that he would be.

Straw vote 4 Ayes, 0 Nays to move forward with the negotiations of awarding these projects to a builder.

**Mayor Singer** asked the Town Attorney if everything that was being done was legally sufficient.

**Attorney Mehaffey** stated that as long as it was retroactively approved via resolution it was fine, and that the waiving of competitive bidding needed to be part of the resolution.

**Town Manager** stated that he has adequately discussed with the Council the elements of these projects. What is being put into the record today is the final product.

## **P. DISCUSSION & DIRECTION TO TOWN MANAGER**

Mayor Glenn Singer:  
None Requested

Vice Mayor Judy Lusskin:  
None Requested

Councilmember Kenneth Bernstein:  
None Requested

Councilmember Amy Isackson-Rojas:

- Revisiting the Paint Color Ordinance

Stated that her understanding is that the Town has a very broad range of color choices available for exterior painting of homes. The requirement is residents choose the bottom three lighter colors in a color wheel. Feels that the Town needs to eliminate a lot of the options that are currently available.

**Town Manager** stated that it was about 6 years ago that the Council decided to adopt a color wheel to limit the intensity of the colors but not limit the availability of colors to choose from.

**Councilmember Rojas** stated that she feels the Town needs to limit the options on the wheel.

**Vice Mayor Lusskin** stated that she feels that with all of the modern houses that are being built, there is no tile roof or trim that breaks up the color, so the color seems to stand out more.

**Town Manager** stated that as long as the homeowner brings the color wheel and chooses one of the three lightest hues, the Town cannot object to it.

**Town Manager** stated that he will go back to the staff to see if there is something that they can do, but unless the Town goes to a Coral Gables type of color scheme palette where there are only a few colors options available, not sure they will be able to do anything else.

Councilmember Jaime Mendal:  
None Requested

Town Manager Alexander Diaz:

- Front Gates on Ocean Boulevard  
Maximum gate for the front gate on ocean side is 6 feet. A lot of the homes because of the dips in the road are higher. Have been granting administrative waivers for the front gate heights as long as they are even with the neighbors' fence height. Instructing staff to ignore that section of the code as it relates to front gate heights, while searching for ways to fix the issue.
- Pavilion, Street Lights, Police Gatehouse  
Town tasked him to look into street lighting to create a more safe environment with lighting. Have two approaches to choose from. First is to pick a fixture, design it and do it on our own which would cost the Town approximately \$1.5-million. Would like the Council to slow down this process down because a company has approached the Town that will guarantee the Town a savings on the electric bill that would have to be shared with the lighting company. Does not want to close the door on this opportunity. Asked the Council which of the three lighting fixtures they would be leaning towards.

**Council** agreed to look into the first or the third lighting option shown.

**Mayor Singer** stated that he met with the company personally and there are still some concerns with the terms of the agreement. Did go to their factory and their warehouse and their light fixtures do look like the Town's light fixtures.

## **Q. ADJOURNMENT:**

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A motion to adjourn the Council Meeting was made by Councilmember Rojas, seconded by Vice Mayor Lusskin.

Consensus vote 4 Ayes 0 Nays. Motion passes.

The meeting adjourned at 8:45 p.m.

Respectfully submitted,

*Lissette Perez*  
Lissette Perez  
Town Clerk



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** August 22, 2017

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

**From:** Alexander Diaz,  
Town Manager

Item Number:

5

**Subject:** Resolution No. 2505.17 – Authorizing a Joint Project  
Agreement with FDOT for Turf and Landscape Maintenance

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2505.17 as presented.

### **Background:**

The Town has had a long standing agreement with the Florida Department of Transportation (FDOT) for the maintenance of Ocean Boulevard. The agreement calls for the Town to maintain Ocean Boulevard and reimburses the Town for expenses related to the maintenance.

Our annual costs for this service averages \$104,000 per year, of which \$13,972.00 is provided by FDOT.

### **Fiscal Impact:**

The Town will receive \$13,972.00 from the Florida Department of Transportation.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2505.17**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A JOINT PROJECT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR TURF AND LANDSCAPE MAINTENANCE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE MAYOR AND TOWN MANAGER TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Golden Beach, Florida (the "Town") desires to enter into a Joint Project Agreement with the State of Florida Department of Transportation ("FDOT") concerning turf and landscape maintenance of certain FDOT rights-of-way; and

**WHEREAS**, the Town Council finds that approval of the attached Joint Project Agreement between FDOT and the Town 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 the foregoing recitals are true and correct and incorporated herein by this reference.

**Section 2. Agreement Approved.** That the Joint Project Agreement, in substantially the form attached hereto as Exhibit "A" (the "Agreement"), is hereby approved, and the Mayor is authorized to execute the Agreement on behalf of the Town, once approved 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 necessary to implement and enforce the purposes of this Resolution and the Agreement on behalf of the Town.

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

Sponsored by the **Town Administration.**

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 22<sup>nd</sup> day of August, 2017.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONTRACT RENEWAL**

375-020-23  
CONTRACTS ADMINISTRATION  
OGC - 04/06

Contract No.: AS418 Renewal: (1st, 2nd, etc.) 1st  
Financial Project No(s): 252354-3-78-01  
County(ies): Miami Dade County

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the State of Florida Department of Transportation, hereinafter called "Department", and The Town of Golden Beach, 1 Golden Beach Drive Golden Beach, Fl. 33160 hereinafter called "Contractor".  
(This date to be entered by DOT only.)

**WITNESSETH:**

WHEREAS, the Department and the Contractor heretofore on this 8th day of December, 2016 entered into an Agreement whereby the Department retained the Contractor to perform maintenance of all turf and landscape areas within the right-of-way on the Sate Roads described in "Exhibit A" of the original contract  
(This date to be entered by DOT only)  
\_\_\_\_\_ ; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 8th day of December, 2017 and ending the 7th day of December, 2018 at a cost of \$ 13,972.00

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

The Town of Golden Beach  
Name of Contractor

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Contractor Name and Title

Y<sup>W</sup> BY: \_\_\_\_\_  
District Secretary or Designee (Signature)

BY: \_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Name of Surety

(SEAL) Legal: \_\_\_\_\_

\_\_\_\_\_  
City State

Fiscal: \_\_\_\_\_  
Approval as to Availability of Funds

By: \_\_\_\_\_  
Florida Licensed Insurance Agent or Date  
Attorney-In-Fact (Signature)

Countersigned: \_\_\_\_\_  
Florida Licensed Insurance Agent Date



Contract No: AS418-R1

Financial Project No(s): 252354-3-78-01

Project Description: Turf and Landscape Maintenance Department Funded Agreement

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant :

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: The Town of Golden Beach

Authorized Signature: \_\_\_\_\_

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

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



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** August 22, 2017

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

**From:** Alexander Diaz,  
Town Manager

**Subject:** **Resolution No. 2506.17 – Retroactively Authorizing the Town Manager to accept a Grant Award and Execute Agreement**

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Item Number:

6

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2506.17 as presented.

### **Background:**

During the 2017 Legislative Session the Mayor and I actively worked with the Town's Lobbyist to secure \$100,000.00 through a direct appropriation from the Florida Legislature.

While the Town Council was in recess, the Florida Department of Economic Opportunity provided the Town with the Grant Agreement for the \$100,000 appropriated for the Town's Street Lighting project. Due to the States, fiscal year commencing in July, they needed the Town to accept the grant prior to our August meeting.

This Resolution grants me retroactive authority to accept and execute the necessary agreement (attached).

### **Fiscal Impact:**

The Town will receive \$100,000.00 from the Florida Department of Economic Opportunity.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2506.17**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA RATIFYING THE ACCEPTANCE OF A GRANT AWARD OF \$100,000.00 FROM THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Golden Beach (the “Town”) was allocated \$100,000 during the 2017 Florida Legislative Session for the Town’s Street Lighting Project; and

**WHEREAS**, as a condition to receipt of the funds the Town must approve the attached Grant Agreement #HL087 (the “Agreement”); and

**WHEREAS**, on July 20<sup>th</sup>, 2017, the Town Manager executed the Agreement on behalf of the Town and transmitted the signed Agreement to the State; and

**WHEREAS**, the Town Council has carefully considered and reviewed the Agreement and does hereby ratify the Town Manager’s actions and approves the Agreement.

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

**Section 1. Recitals.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2. Ratification.** The Town Council ratifies and approves the Manager’s approval and acceptance of the attached Grant Agreement.

**Section 3. Implementation.** The Town Manager is authorized to take all steps necessary to implement this Resolution and the Grant Agreement.

**Section 4. Effective Date.** The resolution shall be effective immediately upon its 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 Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Jaime Mendal	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 22<sup>nd</sup> day of August, 2017.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

Agreement # *HL087*

**GRANT AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

**THIS GRANT AGREEMENT** (“Agreement”) is made and entered into by and between the State of Florida, Department of Economic Opportunity (“DEO”), and the Town of Golden Beach (“Grantee”). DEO and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

**1. GRANTEE AGREES:**

**1.1 PERFORMANCE REQUIREMENTS:** Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

**1.2 TYPE OF AGREEMENT:** This Agreement is a *cost reimbursement* agreement.

**1.3 AGREEMENT PERIOD:** This Agreement shall begin on July 1, 2017 and end on June 30, 2018. DEO shall not pay Grantee’s costs related to this Agreement outside of the Agreement Period. DEO may, at DEO’s sole and absolute discretion, give Grantee an extension when necessary due to events beyond Grantee’s control, subject to both funds availability and Grantee’s satisfactory performance of all duties and obligations hereunder, as determined by DEO at DEO’s sole and absolute discretion.

**1.4 AGREEMENT PAYMENT AND ANNUAL APPROPRIATION CONTINGENCY STATEMENT:** DEO shall pay Grantee up to *one hundred thousand dollars and zero cents (\$100,000.00)* in consideration for Grantee’s performance and services pursuant to this Agreement. In accordance with 287.0582, F.S., the State of Florida and DEO’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall have final authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. The lack of appropriation or availability of funds shall not create DEO’s default under this Agreement, but DEO agrees to notify Grantee in writing at the earliest possible time when funds are not appropriated or available.

**1.5 REQUIREMENTS OF SECTION (S.) 287.058(1) (A) TO (I), FLORIDA STATUTES (F.S.):**

Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

**1.5.1** If travel expenses are authorized, Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with s. 112.061, F.S.

**1.5.2** DEO shall have the right to unilaterally cancel this Agreement for Grantee’s refusal to allow public access to all documents, papers, letters or other materials made or received by Grantee in

conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

**1.5.3** Grantee shall perform all tasks contained in Attachment 1, **SCOPE OF WORK**, attached hereto and incorporated herein.

**1.5.4** DEO shall not pay Grantee until DEO: (1) determines satisfactory completion of each Deliverable described in the Scope of Work in accordance with the “Minimum Level of Service” or “Performance Measures”; and (2) gives Grantee written notice of same.

**1.5.5** Grantee shall comply with all criteria stated in the Scope of Work and final date by which such criteria must be met for completion of this Agreement.

**1.5.6 Renewal:** This Agreement may not be renewed.

**1.5.7** If Grantee fails to perform in accordance with this Agreement, DEO shall apply the financial consequences specified in Attachment 1, **SCOPE OF WORK**, attached hereto and incorporated herein.

**1.5.8** Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through DEO shall own all intellectual property rights Grantee or Grantee’s agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

**1.6 LAWS APPLICABLE TO THIS AGREEMENT:**

**1.6.1** Grantee agrees that this Agreement shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Agreement. Without limiting the provisions of the **DISPUTE RESOLUTION** section of this Agreement, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement.

**1.6.2** If applicable, Grantee agrees that it is in compliance with the rules for e-procurement as directed by rule 60A-1.033, F.A.C. and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

**1.6.3** DEO shall ensure compliance with s. 11.062, F.S., and s. 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO’s Inspector General, or other authorized State official, Grantee shall provide

any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2.

## **AUDIT REQUIREMENTS.**

**1.6.4** Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055, F.S.

**1.6.5 Public Entity Crime:** Pursuant to s. 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two (\$35,000 in 2017) for a period of 36 months from the date of being placed on the convicted vendor list.

**1.6.6 Limitations on Advertising of Agreement:** Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

**1.6.7 Disclosure of Sponsorship:** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

## **1.6.8 Mandatory Disclosure Requirements:**

**1.6.8.1 Conflict of Interest:** This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee

shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

**1.6.8.2 Convicted Vendors:** Grantee shall disclose to DEO if it, or any of its affiliates, as defined in s. 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the activities listed in the **LAWS APPLICABLE TO THIS AGREEMENT** section of this Agreement above for a period of 36 months from the date of being placed on the convicted vendor list.

**1.6.8.3 Vendors on Scrutinized Companies Lists:** If this Agreement is in the amount of \$1 million or more, in executing this Agreement, Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., or (4) engaged in business operations in Cuba or Syria.

**1.6.8.3(1)** Pursuant to s. 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Grantee is found to have submitted a false certification as to the above or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement.

**1.6.8.3(2)** If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with an agency or local governmental entity for three years after the date of DEO's determination of false certification by the Grantee.

**1.6.8.3(3)** In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

**1.6.8.4 Discriminatory Vendors:** Grantee shall disclose to DEO if it or any of its affiliates, as defined by s. 287.134(1)(a.), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to s. 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, sub-Grantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

**1.6.9 Abuse, Neglect, and Exploitation Incident Reporting:** In compliance with ss. 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report



such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

#### **1.6.10 Information Release:**

**1.6.10(1)** Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

**1.6.10(2)** If DEO does not possess a record requested through a public records request, DEO shall notify the Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under s. 119.10, F.S.

**1.6.10(3)** DEO does not endorse any Grantee, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Grantee is prohibited from using Agreement information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

**1.6.10(4)** Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

**1.6.10(5)** If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to DEO upon termination of the Agreement.

**1.6.10(6)** Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

**1.6.10(7)** In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one business day from receipt of such request.

**1.6.10(8)** Grantee shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

**1.6.10(9) IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

**1.6.11 Funding Requirements of s. 215.971(1), F.S.:**

**1.6.11(1)** Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures ([http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)).

**1.6.11(2)** Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.

**1.6.11(3)** Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of the Agreement.

**1.7 GRANTEE PAYMENTS:**

**1.7.1** Grantee will provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (with detail sufficient for a proper pre-audit and post-audit thereof). Invoices must also comply with the following:

**1.7.1(1)** Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s).

**1.7.1(2)** Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and

the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice in their sole and absolute discretion.

**1.7.1(3)** Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.

**1.7.2** At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

**1.7.3** Payment shall be made in accordance with s. 215.422, F.S., governing time limits for payment of invoices. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. DEO is responsible for all payments under the Agreement.

**1.7.4** Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: <http://www.myfloridacfo.com/aadir/interest.htm>.

**1.8. FINAL INVOICE:** Grantee shall submit the final invoice for payment to DEO no later than 60 calendar days after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole and absolute discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

**1.9 RETURN OR RECOUPMENT OF FUNDS:**

**1.9.1** Grantee shall refund to DEO any overpayments due to unearned or disallowed funds under this Agreement as follows: (a) when Grantee or its independent auditor discovers that an overpayment, Grantee shall automatically repay to DEO such overpayment no later than 40 calendar days after each such overpayment; or (b) when DEO first discovers an overpayment, DEO shall notify Grantee in writing, and Grantee shall repay to DEO each such overpayment no later than 40 calendar days after receiving DEO's notification. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity." Should repayment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning 40 calendar days after the date of notification or discovery.

**1.9.2** If authorized and approved, Grantee may be provided an advance as part of this Agreement.

**1.9.3** Notwithstanding the damages limitations of the **LAWS APPLICABLE TO THIS AGREEMENT** section herein, if Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Grantee and any State entity, Grantee

will repay such cost or loss in full to DEO within 30 calendar days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

**1.10 VENDOR OMBUDSMAN:** In accordance with s. 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

### **1.11 AUDITS AND RECORDS:**

**1.11.1** Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

**1.11.2** Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds DEO provided under this Agreement.

**1.11.3** Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Attachment 2, **AUDIT REQUIREMENTS**; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

**1.11.4** Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, **AUDIT REQUIREMENTS**. Upon DEO's request, Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents.

**1.11.5** Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

**1.11.6** Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed **AUDIT COMPLIANCE CERTIFICATION** (a version of this certification is attached hereto as Attachment 3) to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com). Grantee's timely submittal of one completed **AUDIT COMPLIANCE CERTIFICATION** for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.

**1.11.7** Grantee shall (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. DEO may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

**1.12 EMPLOYMENT ELIGIBILITY VERIFICATION:** The Governor of Florida’s Executive Order 11-116, requires DEO contracts in excess of nominal value to expressly require Grantee to:

**1.12.1.** Utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees Grantee hired during the Agreement term; and,

**1.12.2** Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees subcontractor hired during the term of the subcontract.

**1.12.3** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU). The responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

If Grantee does not have an E-Verify MOU in effect, Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

**1.13 DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:**

**1.13.1** Prior to execution of this Agreement, Grantee must disclose in a written statement to DEO’s Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively “Proceedings”) involving Grantee (and each subcontractor). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

**1.13.2** This duty of disclosure applies to Grantee’s or subcontractor’s officers and directors when any Proceeding relates to the officer or director’s business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

**1.13.3** Grantee shall promptly notify DEO’s Agreement Manager of any Proceeding relating to or affecting the Grantee’s or subcontractor’s business. If the existence of such Proceeding causes the State concern about Grantee’s ability or willingness to perform the Agreement, then upon DEO’s request, Grantee shall provide to DEO’s Agreement Manager all reasonable assurances that:

**1.13.3(1)** Grantee will be able to perform the Agreement in accordance with its terms and conditions; and

**1.13.3(2)** Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

**1.14 ASSIGNMENTS AND SUBCONTRACTS:**

**1.14.1** Grantee shall not assign the responsibility for this Agreement to another party, subcontract for any of the work contemplated under this Agreement, or amend any such assignment or subcontract, without prior written approval of DEO, subject to DEO’s sole and absolute discretion. Any

sublicense, assignment, or transfer occurring without the prior written approval of DEO, shall be null and void.

**1.14.2** Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. Grantee, at its expense, will defend DEO against all subcontractors' claims of expenses or liabilities incurred under subcontracts.

**1.14.3** Grantee shall only use properly trained technicians who meet or exceed any specified training qualifications as employees, subcontractors, or agents performing work under the Agreement. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under the Agreement shall comply with all DEO security and administrative requirements detailed herein. DEO may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. DEO may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to: technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. For cause, DEO may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.

**1.14.4** Upon prior written notice of same to Grantee, Grantee shall not object to any of the State of Florida's assignment or transfer of its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.

**1.14.5** In accordance with s. 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each subcontractor within 7 working days of receiving DEO's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15% of the outstanding balance due.

**1.14.6** Monthly, Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to

provide information re: qualified minorities. DEO's Minority Coordinator can be reached at (850) 245-7260 to answer concerns and questions.

**1.15 NONEXPENDABLE PROPERTY:**

**1.15.1** For the requirements of this **NONEXPENDABLE PROPERTY** section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).

**1.15.2** All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

**1.15.3** At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from DEO.

**1.15.4** Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

**1.15.5** Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchased or DEO furnished under this Agreement.

**1.15.6** A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

**1.15.7** Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of the Agreement unless otherwise authorized in writing by DEO.

**1.16 REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY:** In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

**1.17 INFORMATION RESOURCE ACQUISITION:** Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the

DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

**1.18 INSURANCE:** During the Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement and further described below. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests re: additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

**1.18.1** Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

**1.18.2** DEO shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's sole responsibility. Grantee shall obtain the following types of insurance policies.

**1.18.2(1) Commercial General Liability Insurance:** Unless Grantee is a state agency or subdivision as defined by s. 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

**1.18.2(2) Workers' Compensation and Employer's Liability Insurance:** Grantee, at all times during the Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

**1.18.2(3) Other Insurance:** During the Agreement term, Grantee shall maintain any other insurance as required in Attachment 1, Scope of Work.

## **1.19 CONFIDENTIALITY AND SAFEGUARDING INFORMATION:**

**1.19.1** Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.



**1.19.2** Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

**1.19.3** Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

**1.19.4** Grantee shall use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

**1.19.5** When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

**1.19.6** Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

**1.19.7** In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

**1.20 WARRANTY OF ABILITY TO PERFORM:** Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to s. 287.133, F.S., or on any similar list maintained by any other state or the federal government. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

**1.21 PATENTS, COPYRIGHTS, AND ROYALTIES:**

**1.21.1** All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by the Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by the Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

**1.21.2** If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

**1.21.3** Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

**1.21.4** Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

**1.22 INDEPENDENT CONTRACTOR STATUS:** In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent contractor. DEO shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein.

**1.22.1** Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

**1.22.2** Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.

**1.22.3** Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement. Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

**1.22.4** Unless justified by Grantee, and agreed to by DEO in Attachment 1, Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

**1.22.5** DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

**1.22.6** At all times during this Agreement, Grantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

**1.23 ELECTRONIC FUNDS TRANSFER:** Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: [http://www.fldfs.com/aadir/direct\\_deposit\\_web/Vendors.htm](http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm)

**1.23.1** Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

## **2. GRANTEE AND DEO AGREE:**

**2.1 MODIFICATION:** If, in DEO's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, DEO may at any time, with written notice of all such changes to Grantee, modify the Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

**2.2 TIME IS OF THE ESSENCE:** Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment 1, *Scope of Work*, and shall be strictly construed.

## **2.3 TERMINATION:**

**2.3.1 Termination Due to the Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than twenty-four (24) hour written notice to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination.

**2.3.2 Termination for Cause:** DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Grantee shall continue to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

**2.3.3 Termination for Convenience:** DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in its sole and absolute discretion that it is in the State's interest to do so. Grantee shall not furnish any product after it receives the notice of termination, except as DEO specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

**2.4 DISPUTE RESOLUTION:** Unless otherwise stated in Attachment 1, Scope of Work, DEO shall decide disputes concerning the performance of the Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

**2.5 INDEMNIFICATION:** (NOTE: If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.)

**2.5.1** Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

**2.5.2** Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from

or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

**2.5.3** Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

**2.6 LIMITATION OF LIABILITY:** For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of \$100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the **INDEMNIFICATION** section of this Agreement.

**2.6.1** Unless otherwise specifically enumerated in the Agreement or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

**2.7 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE:** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE** section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE** section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or

(2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE** section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE** section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE** section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

**2.8 SEVERABILITY:** If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, in whole or in part, , then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.

**2.9 AUTHORITY OF GRANTEE'S SIGNATORY:** Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions DEO provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. DEO may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

**2.10 EXECUTION IN COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

*-Remainder of Page Left Intentionally Blank-*

**2.11 CONTACT INFORMATION FOR GRANTEE AND DEO CONTACTS:****Grantee's Payee:**

Town of Golden Beach  
 One Golden Beach Drive  
 Golden Beach, Fl 33160  
 Phone: 305-932-0744

**Grantee's Agreement Manager:**

Alexander Diaz  
 One Golden Beach Drive  
 Golden Beach, Fl 33160  
 Phone: 305-932-0744  
 Fax: 305-932-1598  
 alexdiaz@goldenbeach.us

**DEO's Agreement Manager:**

Demetris Thomas

107 E Madison Street

Tallahassee, Florida

Phone: 850-245-7393

Demetris.Thomas@Deo.myflorida.com

In the event that any of the information provided directly above changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to the Agreement.

**2.12 NOTICES:** Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with **CONTACT INFORMATION FOR GRANTEE AND DEO CONTRACT** section herein shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

**2.13 ATTACHMENTS AND EXHIBITS:** Attached to and made part of this Agreement are the following Attachments and/or Exhibits, each of which is incorporated into, and is an integral part of, this Agreement:

- Attachment 1: SCOPE OF WORK
- Attachment 2 and Exhibit 1 to Attachment 2: AUDIT REQUIREMENTS
- Attachment 3: AUDIT COMPLIANCE CERTIFICATION

**2.14 EXECUTION:** I have read the above Agreement and the attachments and exhibits thereto and understand each section and paragraph.

*- Remainder of Page Left Intentionally Blank -*



IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties have caused to be executed this Agreement by their undersigned officials duly authorized.

**DEPARTMENT OF ECONOMIC  
OPPORTUNITY**

**TOWN OF GOLDEN BEACH**

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

Title **Damon Steffens**  
**Chief Financial Officer**

Title **Alexander Diaz**  
**Town Manager**

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

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

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

*- Remainder of Page Intentionally Left Blank -*

## **Attachment 1**

### **SCOPE OF WORK**

#### **1. PROJECT DESCRIPTION:**

For State Fiscal Year 2017-2018 the Florida Legislature appropriated One Hundred Thousand Dollars and Zero Cents (\$100,000.00) in Specific Appropriation line item 2224M to the Town of Golden Beach ("Town"), which is located in Miami-Dade County, for the Town of Golden Beach Street Lighting Project.

Funding will be used for new street lighting along Golden Beach Drive (phase one). The new lighting configuration and fixtures will enhance visibility and address needed lighting along areas not currently illuminated. The existing system will be used as deemed appropriate and new lighting locations and layouts will be added to complete the new system.

#### **2. GRANTEE RESPONSIBILITIES:** Grantee shall:

##### **2.1 Pre-Construction Phase:**

**2.1.1** If subcontracting services under this Agreement, Grantee must comply with the Town's competitive procurement requirements.

**2.1.2** Provide documentation for all pre-construction work associated with the Project as outlined in this Scope of Work to DEO.

**2.1.3** Develop and submit the final design and specifications for use in the competitive solicitation bidding process for the Project to DEO.

**2.1.4** Provide an application and certificate for payment and schedule of values approved by the Town, contractor, and certified Engineer, if applicable, to DEO. Maintain records of all expenditures related to this Agreement and submit copies of all paid receipts and invoices with each invoice as required under Section 5, Invoice Submittal and Payment Schedule. Submit all required reports and documentation required under Section 6, Reporting.

##### **2.2 Construction Phase:**

**2.2.1** Install LED lights on Golden Beach Drive in accordance with the final design and specifications.

**2.2.2** Install circuits, circuit breakers, and receptacles, as necessary.

**2.2.3** Remove and replace existing lighting on Golden Beach Drive.

**2.2.4** Conduct Site Restoration as deemed necessary by the Town Manager.

**2.2.5** During the term of the Agreement and to the extent required by law, Grantee shall perform in accordance with the provisions of Chapter 255, F.S.

**2.3** Provide documentation for all construction work associated with the Project as outlined in this Scope of Work.

**3. DEO’S RESPONSIBILITIES:**

**3.1** Monitor the ongoing activities and progress of Grantee, as DEO deems necessary, to verify that all activities are being performed in accordance with the Agreement.

**3.2** Perform contract management responsibilities pursuant to the Agreement.

**4. DELIVERABLES:** Grantee agrees to provide the following services as specified:

<b>Deliverable No. 1 – Pre-Construction and Construction</b>		
<b>Due Date: Deliverables are to be completed by June 30, 2018.</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Grantee shall complete the required tasks as specified in section 2.	Grantee shall be reimbursed upon 100% completion of Deliverable 1 as evidenced by submission of the following: 1) Statement from licensed engineer certifying that specified electrical work is complete and meets industry standards. 2) Invoice of materials being procured.	Failure to complete the minimum level of service shall result in non-payment.
<b>TOTAL AWARD SHALL NOT EXCEED \$100,000.00</b>		

**5. REPORTING:**

**5.1 Quarterly:** Grantee shall report on a quarterly basis all progress relating to the tasks identified in Section 4. Quarterly reports are due to DEO no later than 30 calendar days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each task identified in Section 4, and the Minority and Service-Disabled

Veteran Business Enterprise Report required by section 1.14.6 of this Agreement. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement.

**5.2 Close-out Report:** No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

**6. INVOICE SUBMITTAL AND PAYMENT SCHEDULE:** DEO shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the **Funding Requirements of s. 215.971(1), F.S.** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures ([http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)).

**6.1** Grantee shall provide one invoice for all services rendered during the applicable period of time.

**6.2** The following documents shall be submitted with the itemized invoice:

**6.2.1** A cover letter signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement period.

**6.2.2** Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;

**6.2.3** A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.

**6.2.4** Before and after photographs of the completed work;

**6.2.5** A copy of all supporting documentation for vendor payments;

**6.2.6** A copy of the cancelled check(s) specific to the project; and

**6.2.7** A copy of the bank statement that includes the cancelled check.

**6.3** The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

**6.4** All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

**7. RETURN ON INVESTMENT:** Grantee is required to provide, on or before July 31, 2017, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

7.1 Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to DEO's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.

7.2 Quarterly update reports shall be provided to DEO's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

**8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:** Failure to complete all deliverables in accordance with the requirements of this Agreement, and in particular, as specified above in Section 4, Deliverables, will result in DEO's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect DEO's right to terminate the Agreement as provided elsewhere in the Agreement.

**9. NOTIFICATION OF INSTANCES OF FRAUD:** Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within 24 chronological hours.

**10. GRANTEE'S RESPONSIBILITIES UPON TERMINATION:** If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by DEO; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

**11. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:** If Grantee has access to confidential information during the course of performing this Agreement: (1) Grantee must implement DEO-approved procedures, compliant with all applicable State and Federal confidentiality requirements, including, but not limited to, s. 443.1715(1), F.S., and 20 Code of Federal Regulations (CFR) part 603, to ensure the protection and confidentiality of data, files and records involved with this Agreement; (2) all Grantee personnel, agents, or contractors performing under this Agreement or assigned to the Agreement project must sign a DEO-provided confidentiality statement; and (3) all Grantee employees working in performance of this Agreement will be appropriately screened in a manner comparable to ss. 435.03 and 435.04, F.S.

**12. NON-DISCRIMINATION:** Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

**13. DISPOSITION OF PROJECT PROPERTY:**

**13.1** Pursuant to the **NONEXPENDABLE PROPERTY** section of this Agreement, upon termination of the Agreement period, Grantee is authorized to retain ownership of any nonexpendable

property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

**13.2** Grantee shall provide advance written notification to DEO, if during the five year period following the termination of the Agreement period, Grantee proposes to take any action that will impact its ownership of the Project property or modify the use of the Agreement property from the purposes authorized herein. If either of these situations arise, DEO shall have the right, with its sole discretion, to demand that Grantee reimburse DEO for part or all of the funding provided to Grantee under this Agreement.

**13.3** Upon termination of the Agreement period, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:

**13.3.1** Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement.

**13.3.2** If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in 13.3.1 above, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

***- End of Attachment 1 (Scope of Work) -***

## Attachment 2

### AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

#### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR part 200 and Section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR Part 200, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### **AUDITS**

**PART I: FEDERALLY FUNDED** This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR Part 200, as revised.

1. In the event that the recipient expends \$750,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart F of 2 CFR Part 200, as revised.
3. If the recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, is not required. In the event that the recipient expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).
4. Title 2 CFR 200, entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is

effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2 CFR 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

**PART II: STATE FUNDED** This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at:  
<http://www.myflorida.com/audgen/pages/flsaa.htm>

**PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

N/A



**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, as revised, and required by Part I of this agreement shall be submitted, when required by Section .512, 2 CFR Part 200, as revised, by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred): <u>Audit@deo.myflorida.com</u> Opportunity	or	Paper (hard copy): Department Economic MSC # 130, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126
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B. The Federal Audit Clearinghouse designated in 2 CFR Part 200, as revised (the number of copies required by Section .512, 2 CFR Part 200, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Section .512, 2 CFR Part 200, as revised.

2. Pursuant to Section .512, 2 CFR Part 200, as revised, the recipient shall submit a copy of the reporting package described in Section .512, 2 CFR Part 200, as revised, and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): <u>Audit@deo.myflorida.com</u>	or	Paper (hard copy): Department Economic Opportunity MSC # 130, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126
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3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred): <u>Audit@deo.myflorida.com</u>	or	Paper (hard copy): Department Economic Opportunity MSC # 130, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126
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B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, FL 32399-1450

Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

**N/A**

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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**EXHIBIT 1 to Attachment 2**

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project

State Awarding Agency: Florida Department of Economic Opportunity

Catalog of State Financial Assistance Number: 40.038

Catalog of State Financial Assistance Title: Division of Community Development

Total State Award Amount: \$100,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. Grantee shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) located at <https://apps.fldfs.com/fsaa/catalog.aspx> and the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/compliance.aspx>.
2. The services and purposes for which the funds are to be used are identified in Attachment 1, Scope of Work, of this Agreement.

NOTE: Title 2 CFR 200.331, as revised, and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

***- Remainder of Page Intentionally Left Blank -***

Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: \_\_\_\_\_

FEIN: \_\_\_\_\_

Grantee's Fiscal Year: \_\_\_\_\_

Contact Person Name and Phone Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

- 1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)?  Yes  No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year?  Yes  No

**If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

- 2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO?  Yes  No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year?  Yes  No

**If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.**

**By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** August 22, 2017

Item Number:

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

7

**From:** Alexander Diaz,   
Town Manager

**Subject:** **Resolution No. 2507.17 - Recommended Purchase of  
Replacement and Upgrades to the Town's Close Circuit  
System.**

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2507.17 as presented.

### **Background:**

The Town wishes to purchase replacement equipment for a total amount of \$48,363.31, which includes:

- Substation replacement - purchase costs of \$19,662.21
- Beach Pavilion replacement \$7,522.58
- Tweddle Park \$6,885.37
- Beach Parking/Restrooms \$14,293.15.

The replacement of these cameras will be imperative to the Town's current closed circuit system. The cameras that are being replaced are either nonfunctional or functioning at low quality which does not aid in the Town's public safety measures.

### **Fiscal Impact:**

The replacement cameras and installation for a total of \$48,363.31. The funds will be taken from the Police General Funds 2016/2017 Budget Accounts.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2507.17**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PURCHASE OF REPLACEMENT CAMERAS FOR OUR CLOSE CIRCUIT TELEVISION SYSTEM FROM INTERLINK GROUP, INC.; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town desires to replace and upgrade the towns video monitoring equipment for several locations within the Town limits; and

**WHEREAS**, the costs to the Town to purchase the replacement equipment is \$48,363.31 includes: Substation replacement - purchase costs of \$19,662.21, Beach Pavilion replacement \$7,522.58, Tweddle Park \$6,885.37 and Beach Parking/Restrooms \$14,293.15; and

**WHEREAS**, the Town Council has determined that the proposal submitted by interlink Group, Inc., attached hereto as Exhibit "A," will best serve the Town's needs.

**WHEREAS**, the Town Council finds that the replacement of this equipment 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 of Purchase.** The replacement cameras and installation for a total of \$48,363.31. The funds for these purchases will be taken from the Police General Funds 2016/2017 Budget Accounts.

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

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

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

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida, this 22<sup>nd</sup> day of August, 2017.

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

ATTEST:

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

APPROVED AT TO FORM  
AND LEGAL SUFFICIENCY:

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



**TOWN OF GOLDEN BEACH**  
One Golden Beach Drive  
Golden Beach, FL 33160

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**MEMORANDUM**

---

**To:** Alexander Diaz  
Town Manager

August 11, 2017

**From:** Rudy Herbello  
Chief of Police

**Ref:** Proposed replacement of old Analog Equipment

---

Sir after a detail inspection and assessment of installed CCTV surveillance cameras inside the Town of Golden Beach, it is my recommendation that we approved the replacement of the following TOGO Analog Equipment;

- The installation and replacement of old Analog equipment at the **Police Substation** entrance cameras. This will include cameras to monitor the vehicle entrance lanes and exit lanes. These cameras monitor vehicles, drivers and license plates entering and/or leaving the town. A total of eight (8) cameras need installation of new Axis IP dome camera replacing the old analog cameras.
- The installation and replacement of old Analog equipment at the **Beach Pavilion and West Parking Lot**. This will include a camera inside **the pavilion** which needs a defective unit replaced with a dome fixed camera. Additionally, two (2) other cameras, mounted in the **West Lot** with entrance and exit views needs the defective fixed domes replaced as well.
- The installation and replacement of old Analog equipment at the **Beach Rest Room Facilities**. This will include the installation of two (2) new Axis cameras located on the men's and women's restroom pavilion entrances..
- The installation and replacement of one (1) new Axis IP PTZ camera (**Beach Pavilion PTZ**) located outside of the pavilion on the east side overlooking the beach.



- The Installation of three (3) new Axis IP Fixed cameras located in the **Tweedle Park Pavilion** replacing existing analog cameras located on the outside of the pavilion overlooking the playground and patio area.

Attached please find the bid recommendations by the Interlink Group for the installation and/or replacement of the described old analog equipment listed in their proposals.



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# Bid Proposal

## TOGB CCTV Camera Replacement #2

### Interlink Group Professional Services, Inc.

13611 S. Dixie Hwy  
Suite 500  
Miami, FL 33176

Website: www.interlinkgroup.net

Town of Golden Beach  
1 Golden Beach Blvd.  
Golden Beach, FL 33160

Attention: Yovany Diaz

8 August 2017, 17-0146  
TOGB CCTV Camera Replacement #2  
Beach Pavilion  
One Golden Beach Drive  
Golden Beach, FL 33160

Re: Proposal for TOGB Replacement of old Analog Equipment; Beach Pavillion #2

We thank you for the opportunity to submit this quote for the Low Voltage Security & Telecommunication System on the above referenced project. We have used the following drawings in our preparation of this proposal with the following qualifications and exclusions.

This proposal is a combination of discussions from July 2016 with the Town Manager and Lt. Yovany Diaz and has been modified to include replacing cameras that have either expired and / or have outlived their useful life. Reference proposal 16-0213 dated July 13th 2016.

#### Qualifications:

The addition of various cameras for surveillance within the City's boundaries per meetings with Lt. Yovany Diaz and the Town Manager in May of 2016.

#### 1. BEACH PAVILION & PARKING LOT

Installation of (3) new Axis IP cameras located in the Beach Pavilion. One dome fixed camera is to be installed inside the pavilion to replace defective unit, the other two replace the defective fixed domes for parking lot exit and entrance views located on the West exterior side. Cabling shall be routed to existing cabinet at rear of Men's bathroom. Includes Genetec IP camera license, configuration and commissioning. These cameras have recently failed.

#### 2. BEACH REST ROOM FACILITIES

Installation of (2) new Axis IP cameras located on the men's and woman's restroom pavilion entrances. Cabling shall be routed to existing cabinet at rear of Men's bathroom. Includes Genetec IP camera license, configuration and commissioning. These cameras are currently working but advise replacement as they will soon become maintenance issues.

#### BREAKDOWN OF ITEMS 1 and 2 ABOVE:

- 1. BEACH PAVILLON & PARKING LOT \$ 8,434.41
- 2. BEACH PAVILLION RESTROOMS \$ 5,854.74

#### Exclusions:

- All work shall be done during regular business hours; 8:00 am to 5:00 pm Monday through Friday.
- Trenching, backfill, concrete cutting, patching, coring and roof penetrations.
- Conduit pathways specifically not listed above.
- There is no allowance for electrical work.



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# Bid Proposal

## TOGB CCTV Camera Replacement #2

### Interlink Group Professional Services, Inc.

13611 S. Dixie Hwy  
Suite 500  
Miami, FL 33176

Website: [www.interlinkgroup.net](http://www.interlinkgroup.net)

- Due to the nature of old conduit there is a chance that it may be blocked or impassable. If this is the case, additional charges may result.
- Interlink Group shall clean up any debris that is a result of this proposal.
- Should any changes arise after the commencement of work, a formal change order will need to be submitted to Interlink Group.
- Permit Fees are excluded and will be invoiced at actual cost plus 15% administration fee.
- All wiring to meet the requirements of the 2008 National Electrical Code.
- All telecommunication cabling to meet the requirements of ANSI/TIA-568 C.2
- A down payment of 50% of the contract price is required upon execution of our contract proposal. The balance shall be billed upon completion and is due upon invoice receipt.

#### Pricing:

For the Sum of \$14,293.15

Above price does not include Florida Sales Tax. Please add appropriate sales tax based on your State & County.

We would like to thank you for the opportunity to quote this project. If you have any questions, please call us at (305) 591-9661.

Sincerely,

---

Bradford Sherman  
Interlink Group Professional Services, Inc.

**Job ID:** 17-0146  
**Project:** TOGB CCTV Camera Replacement #2  
 One Golden Beach Drive

Golden Beach FL 33160



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### Phase Breakdown

Vendor: TRADE/3-COL										8 Aug 2017 21:10:56		
Labor Level: CONEST										Bid Template: BASIC (EXPANDED O&P) -Data v.7		
System	Phase	Sub-Phase	Level	Area	Total	Quote	Material	Labor	Equip	SubCost	D/C	
Job					14,293.15	--	8,502.50	5,427.87	--	--	362.78	
SURVEILLANCE & CCTV	BEACH PAV ANALOG	Grouped	Grouped	Grouped	8,438.41	--	5,066.70	3,155.53	--	--	216.18	
SURVEILLANCE & CCTV	BEACH RESTROOMS	Grouped	Grouped	Grouped	5,854.74	--	3,435.80	2,272.34	--	--	146.60	

Interlink Group Professional Services, Inc.

13611 S. Dixie Hwy  
 Suite 500  
 Miami, FL 33176

**Phone:**  
**Web:** www.interlinkgroup.net



# Bid Proposal

## TOGB CCTV Camera Replacement #4

**Interlink Group Professional Services, Inc.**

13611 S. Dixie Hwy  
Suite 500  
Miami, FL 33176

Website: www.interlinkgroup.net

Town of Golden Beach  
1 Golden Beach Blvd.  
Golden Beach, FL 33160

Attention: Yovany Diaz

8 August 2017, 17-0148  
TOGB CCTV Camera Replacement #4  
Tweedle Park Area  
One Golden Beach Drive  
Golden Beach, FL 33160

Re: Proposal for TOGB Camera Replacement of old Analog Equipment; Tweedle Park #4

We thank you for the opportunity to submit this quote for the Low Voltage Security & Telecommunication System on the above referenced project. We have used the following drawings in our preparation of this proposal with the following qualifications and exclusions.

This proposal is a combination of discussions from July 2016 with the Town Manager and Lt. Yovany Diaz and has been modified to include replacing cameras that have either expired and / or have outlived their useful life. Reference proposal 16-0213 dated July 13th 2016.

**Qualifications:**

The addition of various cameras for surveillance within the City's boundaries per meetings with Lt. Yovany Diaz and the Town Manager in May of 2016.

**1. TWEEDLE PARK PLYGROUND**

Installation of (3) new Axis IP FIXED cameras located in the Tweedle Park Pavilion to replaces the existing analog cameras located on the outside of the pavilion overlooking the playground and patio. Cabling shall be routed to kitchen area where junction box is located. A new 5-port Ethernet switch will be added. Includes Genetec IP camera licenses, configuration and commissioning. One camera on the east side is defective, the west side and patio are working but should be replaced due to age and technology.

**Exclusions:**

- All work shall be done during regular business hours; 8:00 am to 5:00 pm Monday through Friday.
- Trenching, backfill, concrete cutting, patching, coring and roof penetrations.
- Conduit pathways specifically not listed above.
- There is no allowance for electrical work.
- Due to the nature of old conduit there is a chance that it may be blocked or impassable. If this is the case, additional charges may result.
- Interlink Group shall clean up any debris that is a result of this proposal.
- Should any changes arise after the commencement of work, a formal change order will need to be submitted to Interlink Group.
- Permit Fees are excluded and will be invoiced at actual cost plus 15% administration fee.
- All wiring to meet the requirements of the 2008 National Electrical Code.
- All telecommunication cabling to meet the requirements of ANSI/TIA-568 C.2
- A down payment of 50% of the contract price is required upon execution of our contract proposal. The balance shall be billed upon completion and is due upon invoice receipt.

**Pricing:**

For the Sum of \$6,885.37



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# Bid Proposal

## TOGB CCTV Camera Replacement #4

### Interlink Group Professional Services, Inc.

13611 S. Dixie Hwy

Suite 500

Miami, FL 33176

Website: [www.interlinkgroup.net](http://www.interlinkgroup.net)

Above price does not include Florida Sales Tax. Please add appropriate sales tax based on your State & County.

We would like to thank you for the opportunity to quote this project. If you have any questions, please call us at (305) 591-9661.

Sincerely,

---

Bradford Sherman  
Interlink Group Professional Services, Inc.

**Job ID:** 17-0148  
**Project:** TOGB CCTV Camera Replacement #4  
 One Golden Beach Drive  
 Golden Beach FL 33160



**Phase Breakdown**

**Vendor:** TRADE/3-COL      **Labor Level:** CONEST      **8 Aug 2017 21:01:04**  
**Bid Name:** BASE BID\*      **Bid Template:** BASIC (EXPANDED O&P) -Data v.7

System	Phase	Sub-Phase	Level	Area	Total	Quote	Material	Labor	Equip	SubCont	DJC
Job					6,885.37	--	4,805.71	1,974.51	--	--	105.15
SURVEILLANCE & CCTV	TWEEDLE PARK	Grouped	Grouped	Grouped	6,885.37	--	4,805.71	1,974.51	--	--	105.15

Interlink Group Professional Services, Inc.  
 13611 S. Dixie Hwy  
 Suite 500  
 Miami, FL 33176  
**Phone:**  
**Web:** www.interlinkgroup.net



# Bid Proposal

## TOGB CCTV Camera Replacement #3

### Interlink Group Professional Services, Inc.

13611 S. Dixie Hwy  
Suite 500  
Miami, FL 33176

Website: [www.interlinkgroup.net](http://www.interlinkgroup.net)

Town of Golden Beach  
1 Golden Beach Blvd.  
Golden Beach, FL 33160

Attention: Yovany Diaz

8 August 2017, 17-0147  
TOGB CCTV Camera Replacement #3  
Beach Pavillion PTZ  
One Golden Beach Drive  
Golden Beach, FL 33160

Re: Proposal for TOGB Replacement of old Analog Equipment; Beach Pavillion PTZ

We thank you for the opportunity to submit this quote for the Low Voltage Security & Telecommunication System on the above referenced project. We have used the following drawings in our preparation of this proposal with the following qualifications and exclusions.

This proposal is a combination of discussions from July 2016 with the Town Manager and Lt. Yovany Diaz and has been modified to include replacing cameras that have either expired and / or have outlived their useful life. Reference proposal 16-0213 dated July 13th 2016.

#### Qualifications:

The addition of various cameras for surveillance within the City's boundaries per meetings with Lt. Yovany Diaz and the Town Manager in May of 2016.

#### 1. BEACH PAVILION PTZ

Installation of (1) new Axis IP PTZ camera located in the Beach Pavilion replaces the defective PTZ located on the outside of the pavilion on the East side overlooking the beach. Cabling shall be routed to existing cabinet at rear of Men's bathroom. Includes Genetec IP camera license, configuration and commissioning. This camera has not worked in over four years since the original project was done.

#### Exclusions:

- All work shall be done during regular business hours; 8:00 am to 5:00 pm Monday through Friday.
- Trenching, backfill, concrete cutting, patching, coring and roof penetrations.
- Conduit pathways specifically not listed above.
- There is no allowance for electrical work.
- Due to the nature of old conduit there is a chance that it may be blocked or impassable. If this is the case, additional charges may result.
- Interlink Group shall clean up any debris that is a result of this proposal.
- Should any changes arise after the commencement of work, a formal change order will need to be submitted to Interlink Group.
- Permit Fees are excluded and will be invoiced at actual cost plus 15% administration fee.
- All wiring to meet the requirements of the 2008 National Electrical Code.
- All telecommunication cabling to meet the requirements of ANSI/TIA-568 C.2
- A down payment of 50% of the contract price is required upon execution of our contract proposal. The balance shall be billed upon completion and is due upon invoice receipt.

#### Pricing:

For the Sum of \$7,522.58





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# Bid Proposal

## TOGB CCTV Camera Replacement #3

**Interlink Group Professional Services, Inc.**

13611 S. Dixie Hwy  
Suite 500  
Miami, FL 33176

Website: [www.interlinkgroup.net](http://www.interlinkgroup.net)

Above price does not include Florida Sales Tax. Please add appropriate sales tax based on your State & County.

We would like to thank you for the opportunity to quote this project. If you have any questions, please call us at (305) 591-9661.

Sincerely,

---

Bradford Sherman  
Interlink Group Professional Services, Inc.

**Job ID:** 17-0147  
**Project:** TOGB CCTV Camera Replacement #3  
 One Golden Beach Drive  
 Golden Beach FL 33160



**Phase Breakdown**

**Vendor:** TRADE/3-COL      **Labor Level:** CONEST      **8 Aug 2017 21:05:51**  
**Bid Name:** BASE BID\*      **Bid Template:** BASIC (EXPANDED O&P) -Data v.7

System Job	Phase	Sub-Phase	Level	Area	Total	Quote	Material	Labor	Equip	SubCont	DJC
	SURVEILLANCE & CCTV	BEACH PAV PTZ	Grouped	Grouped	7,522.58	--	5,692.80	1,791.87	--	--	37.91
					7,522.58	--	5,692.80	1,791.87	--	--	37.91

Interlink Group Professional Services, Inc.  
 13611 S. Dixie Hwy  
 Suite 500  
 Miami, FL 33176  
**Phone:**  
**Web:** www.interlinkgroup.net



# Bid Proposal

## TOGB CCTV Camera Replacement #1

### Interlink Group Professional Services, Inc.

13611 S. Dixie Hwy  
Suite 500  
Miami, FL 33176

Website: www.interlinkgroup.net

Town of Golden Beach  
1 Golden Beach Blvd.  
Golden Beach, FL 33160

Attention: Yovany Diaz

8 August 2017, 17-0138  
TOGB CCTV Camera Replacement #1  
Strand substation  
One Golden Beach Drive  
Golden Beach, FL 33160

Re: Proposal for TOGB Replacement of old Analog Equipment; The Strand Substation #1

We thank you for the opportunity to submit this quote for the Low Voltage Security & Telecommunication System on the above referenced project. We have used the following drawings in our preparation of this proposal with the following qualifications and exclusions.

This proposal is a combination of discussions from July 2016 with the Town Manager and Lt. Yovany Diaz and has been modified to include replacing cameras that have either expired and / or have outlived their useful life. Reference proposal 16-0213 dated July 13th 2016.

#### Qualifications:

The addition of various cameras for surveillance within the City's boundaries per meetings with Lt. Yovany Diaz and the Town Manager in May of 2016.

#### 1. SUBSTATION - Entrance cameras

Installation of (4) new Axis IP dome camera located on the wall of the Substation building to replace old analog cameras (4). These cameras are to view the vehicles entering the resident and visitors gates as well as two for exit lanes. Four cameras will monitor vehicles. Includes Genetec IP camera license, configuration and commissioning. These cameras are of very poor quality and the lens have yellowed and become cloudy.

#### 1. SUBSTATION - Tag capture cameras

Installation of (4) new Axis IP dome camera located on the wall of the Substation building to replace old analog cameras (4). These cameras are to view the vehicles entering the resident and visitors gates as well as two for exit lanes. Four will be to capture license plates. These are in addition to the Four cameras in section One above. Includes Genetec IP camera license, configuration and commissioning. These cameras are of very poor quality and the lens have yellowed and become cloudy.

#### BREAKDOWN OF ITEMS 1 THROUGH 8 ABOVE:

- 1a. SUBSTATION REPLACEMENT \$ 9,538.02
- 1b. SUBSTATION TAG \$ 10,124.19

#### Exclusions:

- All work shall be done during regular business hours; 8:00 am to 5:00 pm Monday through Friday.
- Trenching, backfill, concrete cutting, patching, coring and roof penetrations.
- Conduit pathways specifically not listed above.
- There is no allowance for electrical work.
- Due to the nature of old conduit there is a chance that it may be blocked or impassable. If this is the case, additional charges may result.



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# Bid Proposal

## TOGB CCTV Camera Replacement #1

### Interlink Group Professional Services, Inc.

13611 S. Dixie Hwy  
Suite 500  
Miami, FL 33176

Website: [www.interlinkgroup.net](http://www.interlinkgroup.net)

- Interlink Group shall clean up any debris that is a result of this proposal.
- Should any changes arise after the commencement of work, a formal change order will need to be submitted to Interlink Group.
- Permit Fees are excluded and will be invoiced at actual cost plus 15% administration fee.
- All wiring to meet the requirements of the 2008 National Electrical Code.
- All telecommunication cabling to meet the requirements of ANSI/TIA-568 C.2
- A down payment of 50% of the contract price is required upon execution of our contract proposal. The balance shall be billed upon completion and is due upon invoice receipt.

#### Pricing:

For the Sum of \$19,662.21

Above price does not include Florida Sales Tax. Please add appropriate sales tax based on your State & County.

We would like to thank you for the opportunity to quote this project. If you have any questions, please call us at (305) 591-9661.

Sincerely,

---

Bradford Sherman  
Interlink Group Professional Services, Inc.



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**Job ID:** 17-0138  
**Project:** TOGB CCTV Camera Replacement #1  
 One Golden Beach Drive  
 Golden Beach FL 33160

**Phase Breakdown**

**Vendor:** TRADE/3-COL **Labor Level:** CONEST **8 Aug 2017 21:22:40**

**Bid Name:** BASE BID\* **Bid Template:** BASIC (EXPANDED O&P) - Data v.7

System	Job	Phase	Sub-Phase	Level	Area	Total	Quote	Material	Labor	Equip	SubCont	DJC
		REPLACEMENT AT SUBST/	Grouped	Grouped	Grouped	19,662.21	--	13,308.21	5,969.18	--	--	384.83
		SURVEILLANCE & CCTV	Grouped	Grouped	Grouped	9,538.02	--	6,610.60	2,736.26	--	--	191.16
		TAG SUBSTA CAMERAS	Grouped	Grouped	Grouped	10,124.19	--	6,697.60	3,232.92	--	--	193.67

**Interlink Group Professional Services, Inc.**  
 13611 S. Dixie Hwy  
 Suite 500  
 Miami, FL 33176  
**Phone:**  
**Web:** www.interlinkgroup.net



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** August 22, 2017

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

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

**Subject:** **Resolution No. 2508.17 – Authorizing the Purchase of Two Polaris All-terrain Vehicles**

Item Number:

8

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2508.17 as presented.

### **Background and History:**

The Town of Golden Beach Police Department is requesting the purchase of two Polaris All-terrain Vehicles one Polaris Ranger and One Polaris ACE both vehicles will be instrumental for our daily beach patrols and Public Safety. The Chief of Police is requesting the approval of the Town of Golden Beach Council in order to proceed with the request for said purchase.

### **Financial Impact:**

An amount not to exceed \$28,100.00 for the purchase and equipping of a Polaris Ranger and ACE.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2508.17**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND EQUIPPING OF TWO ALL-TERRAIN VEHICLES, ONE POLARIS RANGER AND ONE POLARIS ACE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town desires to purchase One Polaris Ranger and One Polaris ACE in order to continue to provide public safety patrol and protection to the residents of the Town of Golden Beach; and

**WHEREAS**, the costs to the Town to purchase and equip two Polaris All-terrain Vehicles is approximately \$28,100.00. One Polaris Ranger is \$14,789.00, which includes: vehicle - purchase costs, roof and 2 year warranty. In addition to the \$1,000.00 cost for emergency equipment. One Polaris ACE is \$10,995.00 which includes: vehicle - purchase costs, roof and 2 year warranty. In addition to the \$1,300.00 cost for emergency equipment and undercoating; and

**WHEREAS**, the Town Council desires to utilize General Funds to pay for the All-terrain vehicles for Police Patrol; and

**WHEREAS**, the Chief of Police has recommended that the \$28,100.00 cost be taken from the Town's General Fund; and

**WHEREAS**, the Town Council finds that it is in the best interest of the Town to proceed as indicated in this Resolution.

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

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

**Section 2. Authorization of Approval.** The approval and execution of the purchase agreement of two Polaris All-Terrain Vehicles, as described and outlined in the Agenda Item Report attached and incorporated herein, is hereby authorized and approved.

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

**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 Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 22<sup>nd</sup> day of August, 2017.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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





# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** August 22, 2017

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

**From:** Alexander Diaz,   
Town Manager

**Subject:** Resolution No. 2509.17 – Proposed Millage Rate, Voted Millage  
Rate and Budget Hearing Dates

---

Item Number:

9

### Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2509.17 as presented.

### Background:

In late 2017 the Mayor, Town Council, Residents and I pledged to work vigorously in reinventing our community and investing into our Town; hoping (praying) that the investment we were undertaking would benefit our residents; they have. In less than 9 years we have doubled the value of Golden Beach- we are now a Town valued at over \$1 Billion dollars.

### The Towns Millage

I recommend that the Town's combined millage rate to remain unchanged. If the Council approves my recommendation, our combined millage rate will remain at 8.400 mills, the same as the previous year.

The 7.4800 operating millage, which at 95% will generate \$7,356,582 for the General Fund Budget, is \$663,673 more than the current fiscal year, where our ad valorem portion of the operating budget was approved at \$6,692,909. However for budgeting purposes we will only budget 7.26 (restricting .22 mills or \$216,370) for non-recurring or general operating purposes; its important to show our residents that we have the Town's fiscal prudence in mind as we govern.

The Proposed Millage Rates for Fiscal Year 2017-2017 are:

General Operating                      7.4800 (7.3960 last year, 0.084 increase)

Voted Debt Service .9200 (1.0040 last year, 0.084 decrease)

**Total 8.4000**

Year	Assessed Value	Operating Millage	Ad Valorem Revenues
2007-2008	705,403,202	8.5000	\$5,995,927
2008-2009	727,052,005	7.6050	\$5,529,230
2009-2010	712,373,295	7.1525	\$5,095,250
2010-2011	644,237,679	7.0140	\$4,518,683
2011-2012	630,682,606	6.9799	\$4,402,101
2012-2013	633,839,127	6.9950	\$4,433,704
2013-2014	688,604,864	7.1130	\$4,898,046
2014-2015	760,202,266	7.2450	\$5,507,665
2015-2016	848,449,766	7.2480	\$5,863,687
2016-2017	952,564,565	7.396	\$7,045,168
2017-2018	1,035,263,421	7.4800	\$7,743,770**

\*\* State law permits that we budget only 95%, thus, \$7,356,582 is available for budgeting purposes

The Town's assessed values of \$1,035,263,421 is the highest it has ever been, and is a strong indication that our community continues to be a highly sought after and solid investment for our residents. One can also extrapolate that the increase in the Town's assessed value is directly correlated to the \$42+-million we have invested in our infrastructure through our capital improvement program.

General Obligation Debt Service Fund

The anticipated general obligation debt service payment for Fiscal Year 2017/2018 is approximately \$685,042; however we will be maintaining our debt service funding levels at the previous level of \$907,830. Based on the Certified Taxable Values from the Property Appraiser, the bonds would require the levy of a debt service millage of .092, equal to \$904,820 at the 95% rate. In doing so, we will have a debt service savings of \$222,788 which will remain in our debt service fund (as our savings) which will be used for additional debt capacity.

Year	Assessed Value	Debt Millage	Ad Valorem Revenues
2008-2009	727,052,005	0.8950	\$618,175
2009-2010	712,373,295	1.3475	\$911,926
2010-2011	644,237,679	1.4860	\$909,470
2011-2012	630,682,606	1.5201	\$910,765
2012-2013	633,839,127	1.5050	\$906,231
2013-2014	688,604,864	1.3870	\$907,340
2014-2015	760,202,266	1.2550	\$906,351
2015-2016	848,449,766	1.1252	\$906,941

2016-2017	92,564,565	1.004	908,556
2017-2018	1,035,263,421	.9200	952,442

**Background:**

The Administration is recommending a total combined millage rate for the Town of Golden Beach that would not exceed 8.4000 **for TRIM (Truth In Millage) notice.**

Over the last several years, I have presented, and the Town of Golden Beach has adopted, budgets that provide services that exceed the expectations of our residents, visitors, Mayor and Members of the Town Council.

When I present our budgets in September it will continue our focus on providing “**value of services for tax dollars paid**” by continuing to provide those services our residents have come to expect of Golden Beach and this Administration.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2509.17**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, RATIFYING THE MAXIMUM PROPOSED MILLAGE RATE FOR F/Y 2017-2018 THAT WAS TRANSMITTED TO THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on July 1, 2017, The Property Appraiser of Miami-Dade County, Florida, served upon the Town of Golden Beach (the "Town") a "Certification of Taxable Value" certifying to the Town its 2017 taxable value; and

**WHEREAS**, the provisions of Section 200.065, Florida Statutes, require that within thirty-five (35) days of service of the Certification of Taxable Value upon a municipality, said municipality shall be required to furnish to the Property Appraiser of Miami-Dade County the proposed millage rate, the current year rolled-back rate, and the date, time, and place at which a public hearing will be held to consider the proposed millage and the tentative budget; and

**WHEREAS**, the Town through its Mayor and Manager have complied with the submittal requirements; and

**WHEREAS**, based upon preliminary valuations provided by the Property Appraiser, the Town Council agreed for the Town, through the Mayor and Manager, to advise the Property Appraiser that the proposed millage shall be an amount not to exceed 7.4800 mills and .9200 of voted millage.

**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. Acceptance.** The Town Council acknowledges and accepts that the Town Mayor and Manager set the Proposed Millage and the Proposed Voted Millage at a rate not to exceed 7.4800 mills and .9200 voted mills respectively, and shall advise the Property Appraiser of said rates and provide the Property Appraiser with all other information required by law.

**Section 3. Effective Date.** That this Resolution shall be effective immediately upon adoption.

Sponsored by **the Town Administration.**

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 22<sup>nd</sup> day of August, 2017.

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

ATTEST:

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LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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STEPHEN J. HELFMAN  
TOWN ATTORNEY



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** August 22, 2017

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

**From:** Alexander Diaz,  
Town Manger

**Subject:** Resolution No. 2510.17 – Proposing a new “Tot Lot” feature in  
North Park

Item Number:

10

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### Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2510.17 as presented.

### Background:

In 2009, the Administration presented a design for North Park which included a “Tot-Lot.” At that time the community did not support the inclusion of a playground area, but instead preferred an open play field for North Park.

During the last few years we have seen demographic changes on the Northern part of Town and a growing desire for a recreational amenity for “tot” age residents.

As such, the Town has been looking to create a new “Tot Lot” play area for residents on the north side of Town. The Town identified an ideal location in North Park that would both afford ample area for such a facility and also not encroach upon the park’s open space in such a way that would impede its current use.

The new “Tot Lot” would allow for residents to have a nearby play area on either end of Town, adding convenience to residents living on the north end of Town and freeing up space within Tweddle Park by creating multiple points of recreation in Town.

### Fiscal Impact:

The Town has been presented with a proposal from Miracle Recreation Equipment Co., costing \$63,216.79 for playground equipment and surfacing. I am asking for authority in an amount not to exceed \$63,216.79 with Miracle and a total project budget of \$88,216.79 (soft cost, additional equipment, materials and possible fencing, and lighting).

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2510.17**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING, APPROVING AND RATIFYING THE PURCHASE OF RECREATION EQUIPMENT FROM MIRACLE RECREATION EQUIPMENT COMPANY FOR NORTH PARK; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council desires to enhance the use and enjoyment of North Park with the purchase and installation of new recreational equipment for use by youth residing within the Town; and

**WHEREAS**, the Town Council has determined that the proposals/quotations submitted by Miracle Recreation Equipment Company, attached hereto as Composite Exhibit "A," are acceptable and the equipment will well serve the needs of the Town residents and in particular the children within the Town.

**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. Purchase Authorized and Approved.** The proposals/quotations attached as Composite Exhibit "A" are hereby approved and ratified.

**Section 3. Implementation.** The Town Mayor and Town Manager are hereby directed to take all steps necessary to implement this Resolution and the purchase of the equipment.



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

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 22<sup>nd</sup> day August, 2017.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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



Miracle Recreation Equip. Co.  
 878 E. US Hwy 60  
 Monett, MO 65708  
 1-800-325-8828

QUOTE: R0023170169  
 CUSTOMER: 3316B01

**Prepared For:**  
 Michael Gidden  
 Town of Golden Beach  
 One Golden Beach Drive  
 Golden Beach, FL 33160  
 305-932-0744 Ext. 225 (phone)  
 mglidden@goldenbeach.us

**Project Name & Location:**  
 North Park Opt 2 (PIP)  
 Golden Beach

**Prepared by:**  
 Miracle of South Florida  
 Connie Brown  
 (954) 520-4523 (phone)  
 (954) 473-1964 (fax)  
 Connieb@miracleofsouthflorida.com

Quote Number: R0023170169  
 Quote Date: 8/3/2017  
 Valid For: 30 Days From Quote Date

**Play Structure 2-12**

Product line: KidsChoice  
 Age group: 2-12

Part Number	Description	Qty	Weight	Unit Price	Total
Custom KC	Kids Choice 2-12 Unit#42950386765	1	4,925.00	33,238.00	33,238.00

**Standing Borders and Borders**

Product line: Freestanding  
 Age group: 2-12

Part Number	Description	Qty	Weight	Unit Price	Total
1129	PVC LITTER LIMINATOR W/DOME LID	1	150.00	361.00	361.00
1266	6' BENCH, 2-3/8' LEGS M'THERM-PERM	2	140.00	417.00	834.00
44012R	6' MIRACLE TIMBER 12" HIGH W/2 30" STAKES-RB	22	35.00	65.00	1,430.00
4403R	MIRACLE TIMBER OPENING KIT-RECYCLED BLACK	1	30.00	220.00	220.00

**Additional Items**

Part Number	Description	Qty	Weight	Unit Price	Total
Drawings	Sealed Engineered Drawings	1	0.00	1,200.00	1,200.00
GC	GC Pull Permit (excludes permit fees)	1	0.00	950.00	950.00
PIP	2.5" Poured in Place Surfacing per SqFt	1300	0.00	12.00	15,600.00
Rock	4" min Rock Base Per SqFt	1300	0.00	2.50	3,250.00

**Totals:**

Total Weight: 6,155.00 lbs  
 Equipment List: \$36,083.00  
 Discount Amount: -\$4,690.21  
 Equipment Price: \$31,392.79  
 Freight: \$0.00



INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

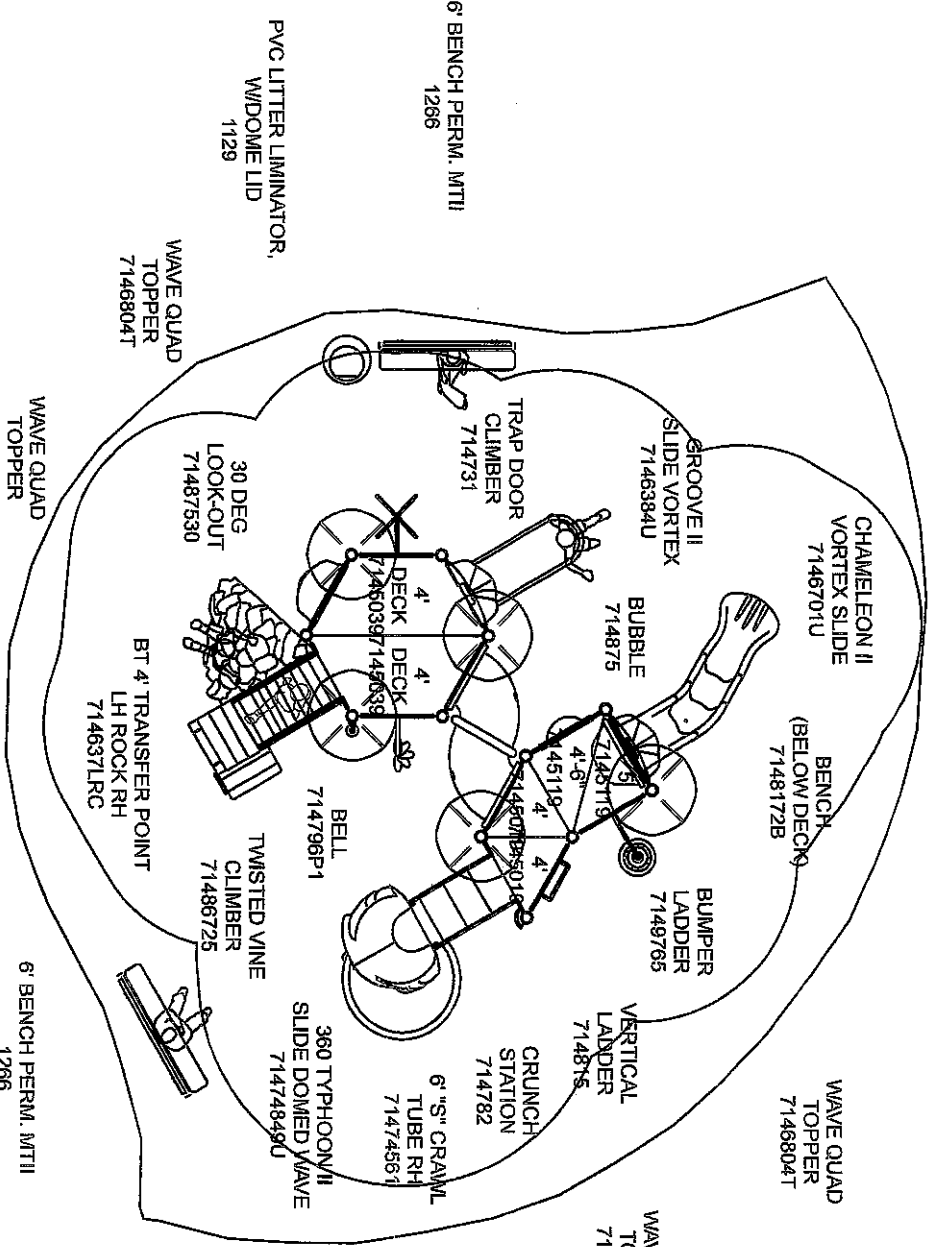
030 HRS. ABS  
2-12  
1988

AGE GROUP: 2-12	ELEVATED PLAY ACTIVITIES - TOTAL: 10	RECD: 5
	ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 10	RECD: 0
	ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0	RECD: 0
	ELEVATED PLAY ACTIVITIES TYPE:	RECD: 3
	GROUND LEVEL ACTIVITY TYPE:	RECD: 3
	GROUND LEVEL QUANTITY:	RECD: 3

# North Park Golden Beach, FL

AGE GROUP: 5-12	ELEVATED PLAY ACTIVITIES - TOTAL: 0	RECD: 0
	ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0	RECD: 0
	ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0	RECD: 0
	ELEVATED PLAY ACTIVITIES TYPE:	RECD: 0
	GROUND LEVEL ACTIVITY TYPE:	RECD: 0
	GROUND LEVEL QUANTITY:	RECD: 0

030 HRS. ABS  
5-12  
1988



## MIRACLE OF SOUTH FLORIDA

14421 Lexington Place  
Lakeland, FL  
PHONE NO: (954) 520-4523  
FAX NO: (954) 473-1964

GROUND SPACE: 34'-6" x 29'-0"  
PROTECTIVE AREA: 36'-0" x 38'-6"

DRAWN BY: Connie Brown

R0023\_42950386765

COMPLIES TO ASTM/CSPC

COMPLIES TO ADA

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.

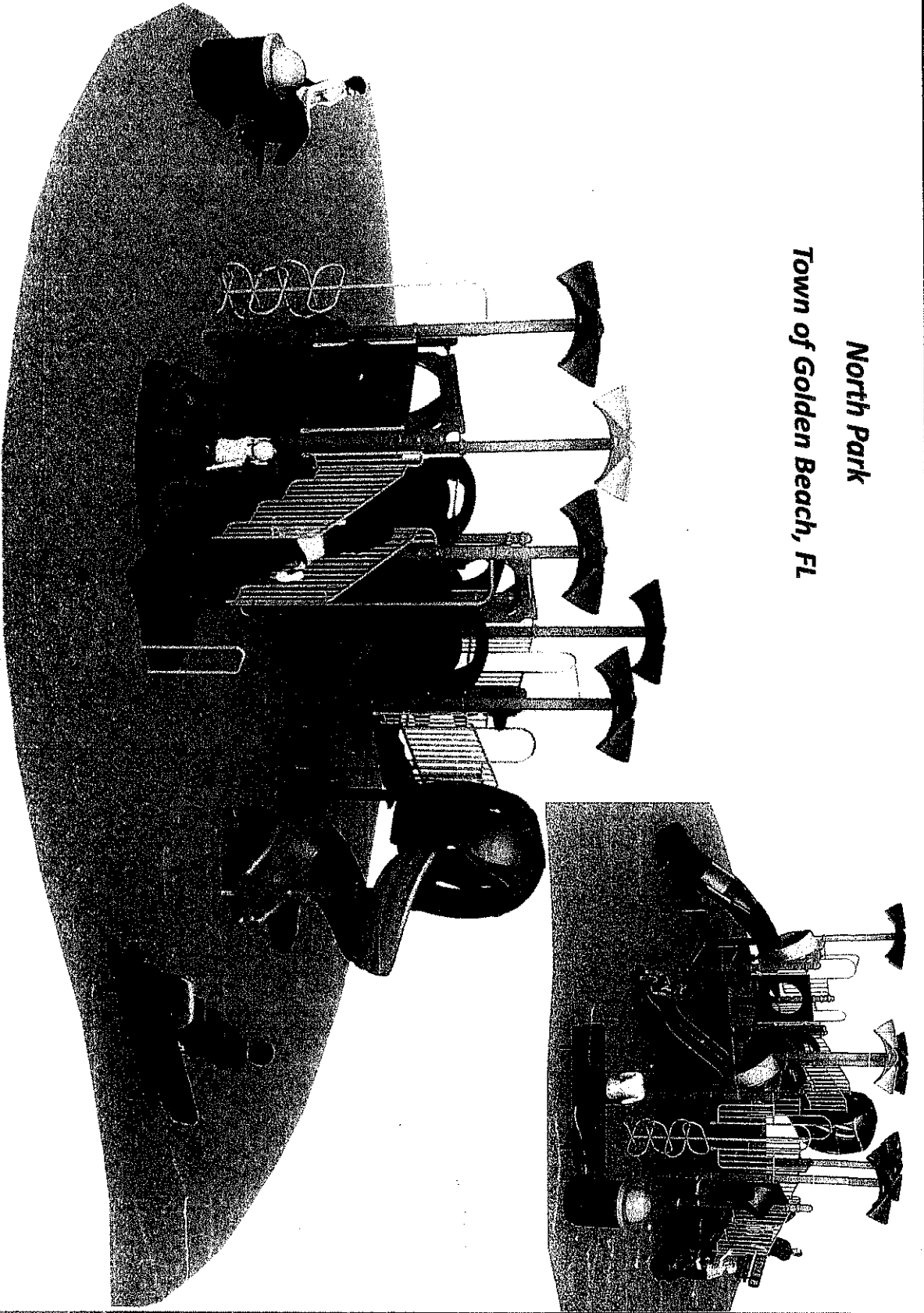


THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS



**North Park**  
**Town of Golden Beach, FL**



**From:** [Alexander Diaz](#)  
**To:** [Tatiana Peisach Morgenstern](#); [Jaime Mendal](#)  
**Cc:** [Lissette Perez](#)  
**Subject:** RE: Support for Golden Beach "Tot Lot Mini Park in North Park"  
**Date:** Tuesday, August 08, 2017 3:09:01 PM

---

Thank you for your e-mail; I will convey your support to the Town Council.

At the August 22nd, 2017 we will be discussing this matter and exploring our options.

Thank you once again.

**Alexander Diaz**

Town Manager

**Town of Golden Beach**

One Golden Beach Drive; Golden Beach, FL 33160

Main Office: 305.932.0744 Mobile: 786-236-4211

Facsimile: 305.932.1598 [www.goldenbeach.us](http://www.goldenbeach.us)

"A Town of Excellence"- The Town of Golden Beach is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.

**From:** Tatiana Peisach Morgenstern [mailto:tatianapeisach@gmail.com]

**Sent:** Monday, August 07, 2017 5:53 PM

**To:** Alexander Diaz <alex Diaz@goldenbeach.us>; Jaime Mendal <jaime.mendal@gmail.com>

**Subject:** Support for Golden Beach "Tot Lot Mini Park in North Park"

Dear Alex and Jaime,

I am emailing you in support of advancing the development of the "Tot Lot" at the North Park area of Golden Beach. I am sharing this with friends and family so they can express their support as well.

Thank you for making great things like this happen!

Best,

Tatiana

--

**Tatiana Peisach Morgenstern**

**From:** [Alexander Diaz](#)  
**To:** [Steven Peisach](#); [jaime.mendal@gmail.com](mailto:jaime.mendal@gmail.com)  
**Cc:** [Lissette Perez](#)  
**Subject:** RE: Support for Golden Beach "Tot Lot Mini Park in North Park"  
**Date:** Tuesday, August 08, 2017 3:08:32 PM

---

Thank you for your e-mail; I will convey your support to the Town Council.

At the August 22nd, 2017 we will be discussing this matter and exploring our options.

Thank you once again.

**Alexander Diaz**

Town Manager

**Town of Golden Beach**

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Facsimile: 305.932.1598 [www.goldenbeach.us](http://www.goldenbeach.us)

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**From:** Steven Peisach [mailto:[steven.peisach@gmail.com](mailto:steven.peisach@gmail.com)]  
**Sent:** Monday, August 07, 2017 6:21 PM  
**To:** Alexander Diaz <[alexldiaz@goldenbeach.us](mailto:alexldiaz@goldenbeach.us)>; [jaime.mendal@gmail.com](mailto:jaime.mendal@gmail.com)  
**Subject:** Support for Golden Beach "Tot Lot Mini Park in North Park"

Dear Town Manager Diaz & Councilman Mendal,

My name is Steven Peisach and I live at 60 Terracina Avenue. I am emailing you in support of advancing the development of a "Tot Lot" at the North Park area of Golden Beach.

Thanks,  
Steven

--

Steven Peisach  
[steven.peisach@gmail.com](mailto:steven.peisach@gmail.com)  
305.491.0389



**From:** [Alexander Diaz](#)  
**To:** [Kerri Aginsky](#); [jaime.mendal@gmail.com](mailto:jaime.mendal@gmail.com)  
**Cc:** [Lissette Perez](#)  
**Subject:** RE: Support for Golden Beach "Tot Lot Mini Park in North Park"  
**Date:** Tuesday, August 08, 2017 3:07:58 PM

---

Thank you for your e-mail; I will convey your support to the Town Council.

At the August 22nd, 2017 we will be discussing this matter and exploring our options.

Thank you once again.

**Alexander Diaz**

Town Manager

**Town of Golden Beach**

One Golden Beach Drive; Golden Beach, FL 33160

Main Office: 305.932.0744 Mobile: 786-236-4211

Facsimile: 305.932.1598 [www.goldenbeach.us](http://www.goldenbeach.us)

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**From:** Kerri Aginsky [mailto:k.aginsky@gmail.com]  
**Sent:** Monday, August 07, 2017 10:44 PM  
**To:** Alexander Diaz <[alexldiaz@goldenbeach.us](mailto:alexldiaz@goldenbeach.us)>; [jaime.mendal@gmail.com](mailto:jaime.mendal@gmail.com)  
**Subject:** Support for Golden Beach "Tot Lot Mini Park in North Park"

Dear Town Manager Diaz & Councilman Mendal,

My name is kerri toledano and I live in 185 GB drive Golden Beach. I am emailing you in support of advancing the development of a "Tot Lot" at the North Park area of Golden Beach.

Thank you,

**From:** [Alexander Diaz](#)  
**To:** [Monica Sasson](#); [jaime.mendal@gmail.com](mailto:jaime.mendal@gmail.com)  
**Cc:** [Lissette Perez](#)  
**Subject:** RE:  
**Date:** Tuesday, August 08, 2017 3:08:16 PM

---

Thank you for your e-mail; I will convey your support to the Town Council.

At the August 22nd, 2017 we will be discussing this matter and exploring our options.

Thank you once again.

Alexander Diaz  
Town Manager  
Town of Golden Beach  
One Golden Beach Drive; Golden Beach, FL 33160

Main Office: 305.932.0744 Mobile: 786-236-4211  
Facsimile: 305.932.1598 [www.goldenbeach.us](http://www.goldenbeach.us)

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-----Original Message-----

From: Monica Sasson [<mailto:monicasasson@gmail.com>]  
Sent: Monday, August 07, 2017 10:16 PM  
To: Alexander Diaz <[alexdiav@goldenbeach.us](mailto:alexdiav@goldenbeach.us)>; [jaime.mendal@gmail.com](mailto:jaime.mendal@gmail.com)  
Subject:

Dear Town Manager Diaz & Councilman Mendal,

My name is Monica Peisach Sasson and I live in 136 Golden Beach Drive Golden Beach. I am emailing you in support of advancing the development of a "Tot Lot" at the North Park area of Golden Beach.

Thank you,  
Monica Sasson

**From:** [Alexander Diaz](#)  
**To:** [Alberto Peisach](#); [jaime.mendal@gmail.com](mailto:jaime.mendal@gmail.com); [Lisette Perez](#)  
**Cc:** [Tatiana Peisach](#); [Gay Peisach](#); [Sandra Patricia Nino - Corporate Assistant GPCS USA](#)  
**Subject:** RE: Tot Lot Mini Park in North Park  
**Date:** Tuesday, August 08, 2017 3:08:48 PM  
**Attachments:** [image001.png](#)

---

Thank you for your e-mail; I will convey your support to the Town Council.

At the August 22nd, 2017 we will be discussing this matter and exploring our options.

Thank you once again.

**Alexander Diaz**

Town Manager

**Town of Golden Beach**

One Golden Beach Drive; Golden Beach, FL 33160

Main Office: 305.932.0744 Mobile: 786-236-4211

Facsimile: 305.932.1598 [www.goldenbeach.us](http://www.goldenbeach.us)

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**From:** Alberto Peisach [mailto:[Alberto.Peisach@grupophoenix.com](mailto:Alberto.Peisach@grupophoenix.com)]  
**Sent:** Monday, August 07, 2017 5:58 PM  
**To:** Alexander Diaz <[alexldiaz@goldenbeach.us](mailto:alexldiaz@goldenbeach.us)>; [jaime.mendal@gmail.com](mailto:jaime.mendal@gmail.com)  
**Cc:** Tatiana Peisach <[tatianapeisach@gmail.com](mailto:tatianapeisach@gmail.com)>; Gay Peisach <[gaypeisach@gmail.com](mailto:gaypeisach@gmail.com)>; Sandra Patricia Nino - Corporate Assistant GPCS USA <[patricia.nino@grupophoenix.com](mailto:patricia.nino@grupophoenix.com)>  
**Subject:** Tot Lot Mini Park in North Park

Dear Town Manager Diaz & Councilman Mendal,

Our name is Alberto and Gay Peisach and I live in 588 North Island, Golden Beach. I am emailing you in support of advancing the development of a "Tot Lot" at the North Park area of Golden Beach.

Thank you,

Alberto and Gay Peisach

Alberto Peisach  
CEO & President, Grupo Phoenix  
18851 NE 29th Avenue, Suite 601  
Aventura, FL 33180  
D +1-954.272.3221  
F +1-954.367.0355  
[alberto.peisach@grupophoenix.com](mailto:alberto.peisach@grupophoenix.com)



**From:** [Alexander Diaz](#)  
**To:** [Cheryl Peisach](#); [jaime.mendal@gmail.com](mailto:jaime.mendal@gmail.com)  
**Cc:** [Lisette Perez](#)  
**Subject:** RE:  
**Date:** Tuesday, August 08, 2017 3:07:44 PM

---

Thank you for your e-mail; I will convey your support to the Town Council.

At the August 22nd, 2017 we will be discussing this matter and exploring our options.

Thank you once again.

Alexander Diaz  
Town Manager  
Town of Golden Beach  
One Golden Beach Drive; Golden Beach, FL 33160

Main Office: 305.932.0744 Mobile: 786-236-4211  
Facsimile: 305.932.1598 [www.goldenbeach.us](http://www.goldenbeach.us)

“A Town of Excellence”- The Town of Golden Beach is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.

-----Original Message-----

From: Cheryl Peisach [<mailto:cheryl@passiongrowers.com>]  
Sent: Monday, August 07, 2017 11:39 PM  
To: Alexander Diaz <[alexdiuz@goldenbeach.us](mailto:alexdiuz@goldenbeach.us)>; [jaime.mendal@gmail.com](mailto:jaime.mendal@gmail.com)  
Subject:

Dear Town Manager Diaz & Councilman Mendal,

My name is Cheryl Peisach and I live at 60 Terracina Avenue, Golden Beach. I am emailing you in support of advancing the development of a "Tot Lot" at the North Park area of Golden Beach.

Thank you,

Cheryl Peisach



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** August 22, 2017

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

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

**Subject:** **Resolution No. 2511.17 – Renewing the agreements for Dental Insurance and Vision Coverage to Guardian Insurance and Compbenefits with Sapoznik Insurance as the agent of record**

Item Number:

11

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2511.17 as presented.

### **Background:**

I recommend that Sapoznik Insurance be renewed as the agent of record for vision coverage and dental coverage. The resolution renews the following: dental coverage to Guardian Insurance, and vision coverage to Compbenefits.

The Town has received a rate pass for the dental insurance and an 11% decrease in vision coverage.

Dental (Guardian) a rate pass, no increase from last fiscal year.  
Vision (Compbenefits) 11% decrease from the last fiscal year.

### **Fiscal Impact:**

There will be a decrease from what the Town's current monthly rates are for vision. We anticipate the total decrease to be approximately \$300.00 for F/Y 2017/2018.

No rate increase from what the Town's current monthly rates are for dental.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2511.17**

**A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, RENEWING THE AGREEMENTS FOR A DENTAL INSURANCE AND A VISION INSURANCE PLAN FOR THE BENEFIT OF THE TOWN OF GOLDEN BEACH EMPLOYEES AND ELIGIBLE DEPENDENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council by Resolution 1868.07 awarded to each of Guardian Insurance and Compbenefits Insurance, the lowest responsible bidders, a one year contract with two (2) one-year renewal options (the "Contracts"), to provide dental and vision insurance benefits to Town employees and their eligible dependents; and

**WHEREAS**, that renewal option expired on September 30, 2010 and the Town has granted annual extensions since; and

**WHEREAS**, the Town finds that the renewal rates continue to provide a more competitive comprehensive option than a bid option;

**WHEREAS**, the Town wishes to renew its vision and dental insurance coverage under each of the Contracts; and

**WHEREAS**, the Town Council finds that renewal of the Contracts 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.** Each of the above recitals are hereby adopted, confirmed and incorporated herein.

**Section 2. Proposal Accepted.** The proposals to renew the Contracts with Guardian Insurance and Compbenefits, as described and set forth in the Agenda Item Report attached hereto and incorporated herein, and are hereby accepted.

**Section 3. Implementation.** The 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 including, but not limited to, the designation of a new agent of record.

**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 Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida, this 22<sup>nd</sup> day of August, 2017.

ATTEST:

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

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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



## Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1

<b>DENTAL PLAN RATES - VALUE 01</b>					
<b>Tier</b>	<b>Enrolled Employees</b>	<b>CURRENT</b>		<b>RENEWAL</b>	
		<b>Monthly Rate</b>	<b>Annual Premium</b>	<b>Monthly Rate</b>	<b>Annual Premium</b>
EE	21	\$47.41	\$11,947	\$47.41	\$11,947
EE & SP	12	\$104.95	\$15,113	\$104.95	\$15,113
EE & CH	7	\$134.29	\$11,280	\$134.29	\$11,280
FAMILY	6	\$179.70	\$12,938	\$179.70	\$12,938
<b>TOTAL</b>	<b>46</b>		<b>\$51,279</b>		<b>\$51,279</b>

# Humana

1100 Employers Blvd  
Green Bay, WI 54344  
[www.humana.com](http://www.humana.com)  
1-800-327-9728

July 27, 2017

THE TOWN OF GOLDEN BEACH  
ATTN: MARIA CAMACHO  
1 GOLDEN BEACH DR  
GOLDEN BEACH FL 33160

OFFICE OF THE  
TOWN CLERK  
AUG 07 2017  
RECEIVED

Dear Group Benefits Administrator:

Thank you for allowing Humana the opportunity to provide our vision plan as part of your employee benefits package. It is our pleasure to provide you with the details of your new vision plan effective October 1, 2017. Our goal is to ensure that you experience the highest quality service and benefits.

Your new rates for the next benefit period are as follows:

Effective Date and Rate Guarantee Period: October 1, 2017 - September 30, 2019

	Current Plan (Discontinued*)	New Plan
Plan Name:	VCP468	Humana Vision 130
Exam Copay (In):	\$10	\$10
Materials Copay (In):	\$15	\$15
Frame Allowance (In):	\$45	\$130
Contact Lens Allowance (In):	\$105	\$130
Frequency (In):	Exams/Lens/Frames:12/12/24	Exams/Lens/Frames:12/12/24
	<b>Current Monthly Rates</b>	<b>New Monthly Rates</b>
Employee Only:	\$4.86	\$4.38
Employee & Spouse:	\$9.68	\$8.75
Employee & Child(ren):	\$9.20	\$8.31
Employee & Family:	\$14.40	\$13.07

\*You should have received a letter from Humana notifying you that your current plan is being discontinued.

Please feel free to contact either our office or your agent should you have any questions. We appreciate your business.

Sincerely,

Your Humana Sales Team

<cc> <Agent>



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** August 22, 2017

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

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

**Subject:** **Resolution No. 2512.17 – A Resolution Renewing  
Comprehensive Health Insurance through the Florida League  
of Cities who has indicated their agent of record will be Florida  
Municipal Insurance Trust**

Item Number:

12

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2512.17 as presented.

### **Background:**

I recommend that the Town's comprehensive group health insurance be awarded to the Florida League of Cities Florida Municipal Insurance Trust (FMIT) as the agent of record. Because of the competitive nature of the FMIT's renewal, the Town finds staying with its current agent and carrier the most physically prudent course of action to take.

The renewal premium in comparison to the Town's current premium has increased by 8.1% from \$41,876.77 to \$46,835.80.

We will be changing coverage Options that are included in the attached plan coverage.

The plan differences are minimal, but do have an impact on the out-of-pocket expenses for employees. In an effort to assist our employees with their new plan burdens, I am recommending that the Town offer assistance on an as-needed basis on the following items:

- Individual/Family Annual Deductible – increasing by \$250/\$500 respectively
- Out-of-Pocket Maximum – staying at \$2,500/\$5000
- Lab, X-Ray and Major Diagnostics – changing from \$100 copayment to 90% coverage
- Primary & Specialist Physician Visits – increase by \$5/\$10 respectively

- Rehabilitation & Mental Health Services Copays – increasing by \$5.00
- Scopic Procedures – changing from \$100 copayment to 90% coverage
- Outpatient Surgery 0 changing from \$100 copayment to 90% coverage
- Prescriptions copays, if effected

I am recommending the Town cover all cost in excess of our current plan coverage as outlined in the attached.

**Fiscal Impact:**

Because we have not completed our Open Enrollment, it is difficult to provide an exact cost. We anticipate the total increase not to exceed \$64,000 for F/Y 2017-2018.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2512.17**

**A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AWARDED A COMPREHENSIVE HEALTH INSURANCE PLAN FOR THE BENEFIT OF THE TOWN OF GOLDEN BEACH EMPLOYEES AND ELIGIBLE DEPENDENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town's wishes to renew its current insurance agreement with the Florida League of Cities who has indicated their agent of record to be the Florida Municipal Insurance Trust (FMIT); and

**WHEREAS**, the Town's current comprehensive health insurance plan with FMIT came in at an 8.1% increase: and

**WHEREAS**, the Town Council finds that entering into this Contract 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.** Each of the above recitals are hereby adopted, confirmed and incorporated herein.

**Section 2. Proposal Accepted.** The proposal to go into a Contract with the Florida League of Cities as described and set forth in the Agenda Item Report attached hereto and incorporated herein, and are hereby accepted.

**Section 3. Implementation.** The 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 including, but not limited to, the designation of a new agent of record.

**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 Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Roajs	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida, this 22<sup>nd</sup> day of August, 2017.

ATTEST:

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

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

# PROPOSED

YOUR BENEFITS



**Benefit Summary  
ASO Choice Plus**

Florida Municipal Insurance Trust Medical Plan 3

**United HealthCare Services, Inc. and Florida Municipal Insurance Trust want to help you take control and make the most of your health care benefits. That's why we provide convenient services to get your health care questions answered quickly and accurately:**

- **myuhc.com**® - Take advantage of easy, time-saving online tools. You can check your eligibility, benefits, claims, claim payments, search for a doctor and hospital and more.
- **24-hour nurse support** – A nurse is a phone call away and you have other health resources available 24-hours a day, 7 days a week to provide you with information that can help you make informed decisions. Just call the number on the back of your ID card.
- **Customer Care telephone support** – Need more help? Call a customer care professional using the toll-free number on the back of your ID card. Get answers to your benefit questions or receive help looking for a doctor or hospital.

The Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine your coverage. If this Benefit Summary conflicts in any way with the Summary Plan Description (SPD), the SPD shall prevail. It is recommended that you review your SPD for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

**PLAN HIGHLIGHTS**

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Annual Deductible</b>		
Individual Deductible	\$500 per year	\$1,000 per year
Family Deductible	\$1,000 per year	\$2,000 per year
<ul style="list-style-type: none"> <li>• Member Copayments do not accumulate towards the Deductible</li> </ul>		
<b>Out-of-Pocket Maximum</b>		
Individual Out-of-Pocket Maximum	\$2,500 per year	\$5,000 per year
Family Out-of-Pocket Maximum	\$5,000 per year	\$10,000 per year
<ul style="list-style-type: none"> <li>• The Out-of-Pocket Maximum includes the Annual Deductible.</li> <li>• Copayments, Coinsurance and Deductibles accumulate towards the Out-of-Pocket Maximum.</li> <li>• Prescription Drug cost shares are included in the Medical Out-of-Pocket Maximum.</li> </ul>		
<b>Benefit Plan Coinsurance – The Amount the Plan Pays</b>		
	90% after Deductible has been met	70% after Deductible has been met
<b>Prescription Drug Benefits</b>		
<ul style="list-style-type: none"> <li>• Prescription drug benefits are shown under separate cover.</li> </ul>		
<b>Information of Prior Authorization</b>		
*Prior Authorization is required for certain services. (Note that only genetic testing for BRCA requires prior authorization for Non-Network services under the Physician's Services category)		
**Prior Authorization is required for Equipment in excess of \$1,000.		
<b>Information on Benefit Limits</b>		
<ul style="list-style-type: none"> <li>• The Annual Deductible, Out-of-Pocket Maximum and Benefit limits are calculated on a calendar year basis.</li> <li>• Refer to your Summary Plan Description for a definition of Eligible Expenses and information on how benefits are paid.</li> <li>• When Benefit limits apply, the limit refers to any combination of Network and Non-Network Benefits unless specifically stated in the Benefit category.</li> </ul>		

**BENEFITS**

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Ambulance Services – Emergency and Non-Emergency</b>		
	* 90% after Deductible has been met	* Same as Network
<b>Dental Services – Accident Only</b>		
	* 90% after Deductible has been met	* Same as Network
<b>Durable Medical Equipment (DME)</b>		
Benefits are limited as follows: A single purchase of a type of Durable Medical Equipment (including repair and replacement) every three years. This limit does not apply to wound vacuums.	90% after Deductible has been met	** 70% after Deductible has been met
<b>Emergency Health Services - Outpatient</b>		
	100% after you pay a \$150 Copayment per visit. If you are admitted as an inpatient to a Network Hospital directly from the Emergency room, you will not have to pay this Copayment. The Benefits for an Inpatient Stay in a Network Hospital will apply instead.	* 100% after you pay a \$150 Copayment per visit

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<b>BENEFITS</b>		
<b>Types of Coverage</b>	<b>Network Benefits</b>	<b>Non-Network Benefits</b>
<b>Hearing Aids</b>		
Benefits are limited as follows: \$2,500 per year and are limited to a single purchase (including repair/replacement) per hearing impaired ear every three years.	90% after Deductible has been met	70% after Deductible has been met
<b>Home Health Care</b>		
Benefits are limited as follows: 60 visits per year	90% after Deductible has been met.	* 70% after Deductible has been met
<b>Hospice Care</b>		
	90% after Deductible has been met.	* 70% after Deductible has been met
<b>Hospital – Inpatient Stay</b>		
	90% after Deductible has been met.	* 70% after Deductible has been met
<b>Lab, X-Ray and Diagnostics - Outpatient</b>		
For Preventive Lab, X-Ray and Diagnostics, refer to the Preventive Care Services category.	100% Deductible does not apply.	* 70% after Deductible has been met
<b>Lab, X-Ray and Major Diagnostics – CT, PET, MRI, MRA and Nuclear Medicine - Outpatient</b>		
	90% after Deductible has been met	70% after Deductible has been met
<b>Mental Health Services</b>		
	Inpatient: 90% after Deductible has been met. Outpatient: 100% after you pay a \$20 Copayment per visit	* Inpatient: 70% after Deductible has been met * Outpatient: 70% after Deductible has been met
<b>Neurobiological Disorders - Mental Health Services for Autism Spectrum Disorders</b>		
	Inpatient: 90% after Deductible has been met. Outpatient: 100% after you pay a \$20 Copayment per visit	* Inpatient: 70% after Deductible has been met * Outpatient: 70% after Deductible has been met
<b>Pharmaceutical Products - Outpatient</b>		
This includes medications administered in an outpatient setting, in the Physician's Office or in a Covered Person's home.	100% Deductible does not apply	70% Deductible does not apply
<b>Physician Fees for Surgical and Medical Services</b>		
	90% after Deductible has been met	70% after Deductible has been met
<b>Physician's Office Services – Sickness and Injury</b>		
Primary Physician Office Visit	100% after you pay a \$20 Copayment per visit	* 70% after Deductible has been met
Specialist Physician Office Visit	100% after you pay a \$40 Copayment per visit	* 70% after Deductible has been met



<b>BENEFITS</b>		
Types of Coverage	Network Benefits	Non-Network Benefits
<b>Pregnancy – Maternity Services</b>		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each covered Health Service category in this Benefit Summary.	
	For services provided in the Physician's Office, a Copayment will only apply to the initial office visit.	<i>Prior Authorization is required if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.</i>
<b>Preventive Care Services</b>		
Covered Health Services include but are not limited to:		
Primary Physician Office Visit	100% Deductible does not apply.	Non-Network Benefits are not available
Specialist Physician Office Visit	100% Deductible does not apply.	
Lab, X-Ray or other preventive tests	100% Deductible does not apply.	
<b>Prosthetic Devices</b>		
Benefits are limited as follows: A single purchase of each type of prosthetic device every three years.	90% % after Deductible has been met	** 70% after Deductible has been met
<b>Reconstructive Procedures</b>		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.	
		<i>Prior Authorization is required for certain services.</i>
<b>Rehabilitation Services – Outpatient Therapy and Manipulative Treatment</b>		
Benefits are limited as follows: 20 visits of physical therapy 20 visits of occupational therapy 20 visits of manipulative treatment 20 visits of speech therapy 20 visits of pulmonary rehabilitation 36 visits of cardiac rehabilitation 30 visits of post-cochlear implant aural therapy 20 visits of cognitive rehabilitation therapy The limits stated above include habilitative services.	100% after you pay a \$20 Copayment per visit	* 70% after Deductible has been met
<b>Scopic Procedures – Outpatient Diagnostic and Therapeutic</b>		
Diagnostic scopic procedures include, but are not limited to: Colonoscopy; Sigmoidoscopy; Endoscopy For Preventive Scopic Procedures, refer to the Preventive Care Services category.	90% after Deductible has been met	70% after Deductible has been met
<b>Skilled Nursing Facility / Inpatient Rehabilitation Facility Services</b>		
Benefits are limited as follows: 60 days per year	90% after Deductible has been met.	* 70% after Deductible has been met
<b>Substance Use Disorder Services</b>		
	Inpatient: 90% after Deductible has been met. Outpatient: 100% after you pay a \$20 Copayment per visit	* Inpatient: 70% after Deductible has been met * Outpatient: 70% after Deductible has been met
<b>Surgery – Outpatient</b>		
	90% after Deductible has been met	* 70% after Deductible has been met
<b>Transplantation Services</b>		
	* 90% after Deductible has been met <i>For Network Benefits, services must be received at a Designated Facility.</i>	Non-Network Benefits are not available
<b>Urgent Care Center Services</b>		
	100% after you pay a \$50 Copayment per visit	70% after Deductible has been met

<b>MEDICAL EXCLUSIONS</b>
It is recommended that you review your SPD for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.
<b>Alternative Treatments</b>
Acupressure; aromatherapy; hypnosis; massage therapy; rolfing (holistic tissue massage); art, music, dance, horseback therapy; and other forms of alternative treatment as defined by the National Center for Complementary and Alternative Medicine (NCCAM) of the National Institutes of Health. This exclusion does not apply to Manipulative Treatment and non-manipulative osteopathic care for which Benefits are provided as described in the SPD.
<b>Dental</b>
Dental care (which includes dental X-rays, supplies and appliances and all associated expenses, including hospitalizations and anesthesia). This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Plan as described in the SPD. Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. Examples include treatment of dental caries resulting from dry mouth after radiation treatment or as a result of medication. Endodontics, periodontal surgery and restorative treatment are excluded. Diagnosis or treatment of or related to the teeth, jawbones or gums. Examples include: extraction (including wisdom teeth), restoration, and replacement of teeth; medical or surgical treatment of dental conditions; and services to improve dental clinical outcomes. This exclusion does not apply to accidental-related dental services for which Benefits are provided as described under Dental Services – Accidental Only in the SPD. Dental implants, bone grafts and other implant-related procedures. This exclusion does not apply to accident-

related dental services for which Benefits are provided as described under Dental Services – Accident Only in the SPD. Dental braces (orthodontics). Congenital Anomaly such as cleft lip or cleft palate.
<b>Devices, Appliances and Prosthetics</b>
Devices used specifically as safety items or to affect performance in sports-related activities. Orthotic appliances that straighten or re-shape a body part as described under Durable Medical Equipment (DME) in the SPD. Examples include foot orthotics, cranial banding, or any orthotic braces available over-the-counter. The following items are excluded: blood pressure cuff/monitor; enuresis alarm; non-wearable external defibrillator; trusses; and ultrasonic nebulizers. Devices and computers to assist in communication and speech except for speech generating devices and tracheo-esophageal voice devices for which Benefits are provided as described under Durable Medical Equipment. Oral appliances for snoring. Repair and replacement prosthetic devices when damaged due to misuse, malicious damage or gross neglect. Prosthetic devices. This exclusion does not apply to breast prosthesis, mastectomy bras and lymphedema stockings for which Benefits are provided as described under Reconstructive Procedures in the SPD.
<b>Drugs</b>
The exclusions listed below apply to the medical portion of the Plan only. Prescription Drug coverage is excluded under the medical plan because it is a separate benefit. Coverage may be available under the Prescription Drug portion of the Plan. See the SPD for coverage details and exclusions. Prescription drugs for outpatient use that are filled by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their characteristics (as determined by United HealthCare Services, Inc.), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency and consumed in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy.
<b>Experimental or Investigational or Unproven Services</b>
Experimental or Investigational or Unproven Services, unless the Plan has agreed to cover them as defined in the SPD. This exclusion applies even if Experimental or Investigational Services or Unproven Services, treatments, devices or pharmacological regimens are the only available treatment options for your condition. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in the SPD.
<b>Foot Care</b>
Routine foot care. Examples include the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care for Covered Persons with diabetes for which Benefits are provided as described under Diabetes Services in the SPD or when needed for severe systemic disease. Cutting or removal of corns and calluses. Nail trimming, cutting, or debriding. Hygienic and preventive maintenance foot care; and other services that are performed when there is not a localized Sickness, Injury or symptom involving the foot. Examples include: cleaning and soaking the feet; applying skin creams in order to maintain skin tone. This exclusion does not apply to preventive foot care for Covered Persons who are at risk of neurological or vascular disease arising from diseases such as diabetes. Treatment of flat feet. Shoes (standard or custom), lifts and wedges; shoe orthotics; shoe inserts and arch supports.
<b>Medical Supplies and Equipment</b>
Prescribed or non-prescribed medical supplies and disposable supplies. Examples include: compression stockings, ace bandages, diabetic strips, and syringes; urinary catheters. This exclusion does not apply to: <ul style="list-style-type: none"> <li>• Disposable supplies necessary for the effective use of Durable Medical Equipment for which Benefits are provided as described under Durable Medical Equipment in the SPD.</li> <li>• Diabetic supplies for which Benefits are provided as described under Diabetes Services in the SPD.</li> <li>• Ostomy bags and related supplies for which Benefits are provided as described under Ostomy Supplies in the SPD.</li> </ul> Tubings, nasal cannulas, connectors and masks, except when used with Durable Medical Equipment as described under Durable Medical Equipment as described in the SPD. The repair and replacement of Durable Medical Equipment when damaged due to misuse, malicious breakage or gross neglect and deodorants, filters, lubricants, tape, appliance clears, adhesive, adhesive remover or other items that are not specifically identified in the SPD.
<b>Mental Health / Substance Use Disorder</b>
Services performed in connection with conditions not classified in the current edition of the <i>Diagnostic and Statistical Manual of the American Psychiatric Association</i> . Services or supplies for the diagnosis or treatment of Mental Illness, alcoholism or substance use disorders that, in the reasonable judgment of the Mental Health/Substance Use Disorder Administrator, are any of the following: not consistent with generally accepted standards of medical practice for the treatment of such conditions; not consistent with services backed by credible research soundly demonstrating that the services or supplies will have a measurable and beneficial health outcome, and therefore considered experimental; not consistent with the Mental Health/Substance Use Disorder Administrator's level of care guidelines or best practices as modified from time to time; or not clinically appropriate, and considered ineffective for the patient's Mental Illness, substance use disorder or condition based on generally accepted standards of medical practice and benchmarks. Mental Health Services as treatments for V-code conditions as listed within the current edition of the <i>Diagnostic and Statistical Manual of the American Psychiatric Association</i> . Mental Health Services as treatment for a primary diagnosis of insomnia and other sleep disorders, sexual dysfunction disorders, feeding disorders, neurological disorders and other disorders with a known physical basis. Treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, personality disorders, paraphilias (sexual behavior that is considered deviant or abnormal) Educational/behavioral services that are focused on primarily building skills and capabilities in communication, social interaction and learning; tuition for or services that are school-based for children and adolescents under the Individuals with Disabilities Education Act. Learning, motor skills and primary communication disorders as defined in the current edition of the <i>Diagnostic and Statistical Manual of the American Psychiatric Association</i> . Mental retardation as a primary diagnosis defined in the current edition of the <i>Diagnostic and Statistical Manual of the American Psychiatric Association</i> . Methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclozocine, or their equivalents for drug addiction. Intensive behavioral therapies such as applied behavioral analysis for Autism Spectrum Disorders. Any treatments or other specialized services designed for Autism Spectrum Disorder that are not backed by credible research demonstrating that the services or supplies have a measurable and beneficial health outcome and therefore considered Experimental or Investigational or Unproven Services.
<b>Nutrition</b>
Nutritional or cosmetic therapy using high dose or mega quantities of vitamins, minerals or elements, and other nutrition based therapy. Nutritional counseling for either individuals or groups except as defined under Diabetes Services in the SPD. Food of any kind. Foods that are not covered include: enteral feedings and other nutritional and electrolyte formulas, including infant formula and donor breast milk unless they are the only source of nutrition or unless they are specifically created to treat inborn errors of metabolism such as phenylketonuria (PKU) – infant formula available over the counter is always excluded; foods to control weight, treat obesity (including liquid diets), lower cholesterol or control diabetes; oral vitamins and minerals; meals you can order from a menu, for an additional charge, during an Inpatient Stay, and other dietary and electrolyte supplements; and health education classes unless offered by United HealthCare Services, Inc. or its affiliates, including but not limited to asthma, smoking cessation, and weight control classes.
<b>Personal Care, Comfort or Convenience</b>
Television; telephone; beauty/barber service; guest service. Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include: air conditioners, air purifiers and filters, dehumidifiers and humidifiers; batteries and battery chargers; breast pumps; car seats; chairs, bath chairs, feeding chairs, toddler chairs, chair lifts, recliners; exercise equipment and treadmills; home modifications to accommodate a health need such as ramps, swimming pools, elevators, handrails and stair glides; hot tubs; Jacuzzis, saunas and whirlpools; ergonomically correct chairs, non-Hospital beds, comfort beds, mattresses; medical alert systems; motorized beds; music devices; personal computers, pillows; power-operated vehicles; radios; saunas; strollers; safety equipment; vehicle modifications such as van lifts; and video players.
<b>Physical Appearance</b>
Cosmetic Procedures. See the definition in the SPD. Examples include: pharmacological regimens, nutritional procedures or treatments; Scar or tattoo removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures); Skin abrasion procedures performed as a treatment for acne; treatment of hair loss; varicose vein treatment of the lower extremities, when it is considered cosmetic; Liposuction or removal of fat deposits considered undesirable, including fat accumulation under the male breast and nipple; Treatment for skin wrinkles or any treatment to improve the appearance of the skin; Treatment for spider veins; Hair removal or replacement by any means. Replacement of an existing intact breast implant if the earlier breast implant was performed as a Cosmetic Procedure. Treatment of benign gynecomastia (abnormal breast enlargement in males). Physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, health club memberships and programs, spa treatments and diversion or general motivation. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded, even if for morbid obesity. Wigs regardless of the reason for the hair loss.
<b>Procedures and Treatments</b>
Procedure or surgery to remove fatty tissue such as panniculectomy, abdominoplasty, thighplasty, brachioplasty, or mastopexy. Excision or elimination of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty or abdominal panniculectomy, and brachioplasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea. Rehabilitation services and Manipulative Treatment to improve general physical condition that are provided to reduce potential risk factors, where significant therapeutic improvement is not expected, including routine, long-term or maintenance/preventive treatment. Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from Injury, stroke, cancer, Congenital Anomaly, or autism spectrum disorders. Speech therapy to treat stuttering, stammering or other articulation disorders. Psychotherapy. Sex transformation operations and related services. Physiological modalities and procedures that result in similar or redundant therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. Manipulative treatment to treat a condition unrelated to spinal manipulation and ancillary physiologic treatment rendered to restore/improve motion, reduce pain and improve function, such as asthma or allergies. Manipulative treatment (the therapeutic application of chiropractic and osteopathic manipulative treatment with or without ancillary physiologic treatment and/or rehabilitative methods rendered to restore/improve motion, reduce pain and improve function). Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), whether the services are considered to be dental in nature, the following services for the diagnosis and treatment of TMJ: surface electromyography; Doppler analysis; vibration analysis; computerized mandibular scan or jaw tracking; cranosacral therapy; orthodontics; occlusal adjustment; dental restorations. Upper and lower jawbone surgery, orthognathic surgery and jaw alignment. This exclusion does not apply to reconstructive jaw surgery required for Covered Persons because of a Congenital Anomaly, acute traumatic Injury, dislocation, tumors, cancer or obstructive sleep apnea. Orthognathic surgery (procedure to correct underbite or overbite) and jaw alignment. Breast reduction except surgery as coverage is required by the Women's Health and Cancer Right's Act of 1998 for which Benefits are described under Reconstructive Procedures in the SPD. Non-surgical treatment of obesity even if for morbid obesity. Surgical treatment of obesity even if there is a diagnosis of morbid obesity as described under Obesity Surgery in the SPD. Stand-alone multi-disciplinary smoking cessation programs. These are programs that usually include health care providers specializing in smoking cessation and may include a psychologist, social worker or other licensed or certified professional. The programs usually include intensive psychological support, behavior modification techniques and medications to control cravings. Chelation therapy, except to treat heavy metal poisoning.
<b>Providers</b>
Services performed by a provider who is a family member by birth or marriage. Examples include a spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself. Services performed by a provider with your same legal residence. Services ordered or delivered by a Christian Science practitioner. Services performed by a unlicensed provider or a provider who is operating outside of the scope of his/her license. Services provided at a free-standing or Hospital-based diagnostic facility without an order written by a Physician or other provider. Services which are self-directed to a free-standing or Hospital-based diagnostic facility. Services ordered by a Physician or other provider who is an employee or representative of a free-standing or Hospital-based diagnostic facility, when that Physician or other provider has not been actively involved in your medical care prior to ordering the service, or is not actively involved in your medical care after the service is received. This exclusion does not apply to mammography.
<b>Reproduction</b>
Health services and associated expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. This exclusion does not apply to services required to treat or correct underlying causes of infertility. The following infertility treatment-related services: cryo-preservation and other forms of preservation of reproductive materials, long-term storage of reproductive materials such as sperm, eggs, embryos, ovarian tissue, and testicular tissue, donor services. Surrogate parenting, donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization. Health services and associated expenses for elective surgical, non-surgical, or drug-induced Pregnancy termination. This exclusion does not apply to treatment of a molar Pregnancy, ectopic Pregnancy, or missed abortion (commonly known as a miscarriage). Services provided by a doula (labor aide); and parenting, prenatal or birthing classes. Artificial reproduction treatments done for genetic or eugenic.

**Services Provided under Another Plan**

Health services for which other coverage is available under another plan, except for Eligible Expenses payable as described in the SPD. Examples include coverage required by workers' compensation, no-fault auto insurance, or similar legislation. If coverage under workers' compensation, no-fault automobile coverage or similar legislation is optional for you because you could elect it, or could have it elected for you. Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health services while on active military duty.

**Transplants**

Health services for organ and tissue transplants, except as identified under Transplantation Services in the SPD unless United HealthCare Services, Inc. determines the transplant to be appropriate according to United HealthCare Services, Inc.'s transplant guidelines. Mechanical or animal organ transplants, except services related to the implant or removal of a circulatory assist device (a device that supports the heart while the patient waits for a suitable donor heart to become available); and donor costs for organ or tissue transplantation to another person (these costs may be payable through the recipient's benefit plan).

**Travel**

Health services provided in a foreign country, unless required as Emergency Health Services. Travel or transportation expenses, even if ordered by a Physician, except as identified under Travel and Lodging in the SPD. Additional travel expenses related to Covered Health Services received from a Designated Facility or Designated Physician may be reimbursed at the Plan's discretion. This exclusion does not apply to ambulance transportation for which Benefits are provided as described in the SPD.

**Types of Care**

Multi-disciplinary pain management programs provided on an inpatient basis for acute pain or for exacerbation of chronic pain. Custodial care; domiciliary care. Private Duty Nursing. Respite care. This exclusion does not apply to respite care that is part of an integrated hospice care program of services provided to a terminally ill person by a licensed hospice care agency for which Benefits are described under Hospice Care in the SPD. Rest cures; services of personal care attendants. Work hardening (individualized treatment programs designed to return a person to work or to prepare a person for specific work).

**Vision and Hearing**

Purchase cost and associated fitting charge for eye glasses and contact lenses. Implantable lenses used only to correct a refractive error (such as Intacs corneal implants). Bone anchored hearing aids except when either of the following applies: for Covered Persons with craniofacial anomalies whose abnormal or absent ear canals preclude the use of a wearable hearing aid or for Covered Persons with hearing loss of sufficient severity that it would not be adequately remedied by a wearable hearing aid. Eye exercise or vision therapy. Surgery and other related treatment that is intended to correct nearsightedness, farsightedness, presbyopia and astigmatism including, but not limited to, procedures such as laser and other refractive eye surgery and radial keratotomy.

**All Other Exclusions**

Health services and supplies that do not meet the definition of a Covered Health Service – see the definition of Covered Health Services in the Glossary in the SPD. Covered Health Services are those health services including services, supplies or Prescription Drugs, which the Claims Administrator determines to be all of the following: Medically Necessary; described as a Covered Health Service in the SPD; and not otherwise excluded in the SPD. Physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments when: required solely for purposes of education, school, sports or camp, travel, career or employment, insurance, marriage or adoption; or as a result of incarceration; related to judicial or administrative proceedings or orders; conducted for purposes of medical research; required to obtain or maintain a license of any type. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described in the SPD. Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country. This exclusion does not apply to Covered Persons who are civilians injured or otherwise affected by war, any act of war or terrorism in a non-war zone. Health services received after the date your coverage under the Plan ends. This applies to all health services, even if the health service is required to treat a medical condition that arose before the date your coverage under the Plan ended. Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Plan. Charges that exceed Eligible Expenses or any specified limitation in the SPD. Foreign language and sign language services. Health services related to a non-Covered Health Service: When a service is not a Covered Health Service, all services related to that non-Covered Health Service are also excluded. This exclusion does not apply to services the Plan would otherwise determine to be Covered Health Services if they are to treat complications that arise from the non-Covered Health Service. For the purpose of this exclusion, a "complication" is an unexpected or unanticipated condition that is superimposed on an existing disease and that affects or modifies the prognosis of the original disease or condition. Examples of a "complication" are bleeding or infections, following a Cosmetic Procedure, that require hospitalization. Health services when a provider waives the Copay, Annual Deductible or Coinsurance amounts. Autopsies and other coroner services and transportation services for a corpse. Charges for: missed appointments; room or facility reservations; completion of claim forms; or record processing. Charges prohibited by federal anti-kickback or self-referral status. Diagnostic tests that are: delivered in other than a Physician's office or health care facility; and self-administered home diagnostic tests, including but not limited to HIV and pregnancy tests. Vision therapy when rendered in connection with behavioral health disorders, including but not limited to: learning and reading disabilities; attention deficit/hyperactively disorder; TBI; or dyslexia.



**Benefit Summary  
ASO Choice Plus**

Florida Municipal Insurance Trust Medical Plan 2

**United HealthCare Services, Inc. and Florida Municipal Insurance Trust want to help you take control and make the most of your health care benefits. That's why we provide convenient services to get your health care questions answered quickly and accurately:**

- **myuhc.com**® - Take advantage of easy, time-saving online tools. You can check your eligibility, benefits, claims, claim payments, search for a doctor and hospital and more.
- **24-hour nurse support** – A nurse is a phone call away and you have other health resources available 24-hours a day, 7 days a week to provide you with information that can help you make informed decisions. Just call the number on the back of your ID card.
- **Customer Care telephone support** – Need more help? Call a customer care professional using the toll-free number on the back of your ID card. Get answers to your benefit questions or receive help looking for a doctor or hospital.

The Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine your coverage. If this Benefit Summary conflicts in any way with the Summary Plan Description (SPD), the SPD shall prevail. It is recommended that you review your SPD for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

**PLAN HIGHLIGHTS**

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Annual Deductible</b>		
Individual Deductible	\$250 per year	\$500 per year
Family Deductible	\$500 per year	\$1,000 per year
<ul style="list-style-type: none"> <li>• Member Copayments do not accumulate towards the Deductible</li> </ul>		
<b>Out-of-Pocket Maximum</b>		
Individual Out-of-Pocket Maximum	\$2,500 per year	\$5,000 per year
Family Out-of-Pocket Maximum	\$5,000 per year	\$10,000 per year
<ul style="list-style-type: none"> <li>• The Out-of-Pocket Maximum includes the Annual Deductible.</li> <li>• Copayments, Coinsurance and Deductibles accumulate towards the Out-of-Pocket Maximum.</li> <li>• Prescription Drug cost shares are included in the Medical Out-of-Pocket Maximum.</li> </ul>		
<b>Benefit Plan Coinsurance – The Amount the Plan Pays</b>		
	90% after Deductible has been met	70% after Deductible has been met
<b>Prescription Drug Benefits</b>		
<ul style="list-style-type: none"> <li>• Prescription drug benefits are shown under separate cover.</li> </ul>		
<b>Information of Prior Authorization</b>		
*Prior Authorization is required for certain services. (Note that only genetic testing for BRCA requires prior authorization for Non-Network services under the Physician's Services category)		
**Prior Authorization is required for Equipment in excess of \$1,000.		
<b>Information on Benefit Limits</b>		
<ul style="list-style-type: none"> <li>• The Annual Deductible, Out-of-Pocket Maximum and Benefit limits are calculated on a calendar year basis.</li> <li>• Refer to your Summary Plan Description for a definition of Eligible Expenses and information on how benefits are paid.</li> <li>• When Benefit limits apply, the limit refers to any combination of Network and Non-Network Benefits unless specifically stated in the Benefit category.</li> </ul>		

**BENEFITS**

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Ambulance Services – Emergency and Non-Emergency</b>		
	* 90% after Deductible has been met	* Same as Network
<b>Dental Services – Accident Only</b>		
	* 90% after Deductible has been met	* Same as Network
<b>Durable Medical Equipment (DME)</b>		
Benefits are limited as follows: A single purchase of a type of Durable Medical Equipment (including repair and replacement) every three years. This limit does not apply to wound vacuums.	90% after Deductible has been met	** 70% after Deductible has been met
<b>Emergency Health Services - Outpatient</b>		
	100% after you pay a \$125 Copayment per visit. If you are admitted as an inpatient to a Network Hospital directly from the Emergency room, you will not have to pay this Copayment. The Benefits for an Inpatient Stay in a Network Hospital will apply instead.	* 100% after you pay a \$125 Copayment per visit

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<b>BENEFITS</b>		
<b>Types of Coverage</b>	<b>Network Benefits</b>	<b>Non-Network Benefits</b>
<b>Hearing Aids</b>		
Benefits are limited as follows: \$2,500 per year and are limited to a single purchase (including repair/replacement) per hearing impaired ear every three years.	90% after Deductible has been met	70% after Deductible has been met
<b>Home Health Care</b>		
Benefits are limited as follows: 60 visits per year	90% after Deductible has been met.	* 70% after Deductible has been met
<b>Hospice Care</b>		
	90% after Deductible has been met.	* 70% after Deductible has been met
<b>Hospital – Inpatient Stay</b>		
	90% after Deductible has been met.	* 70% after Deductible has been met
<b>Lab, X-Ray and Diagnostics - Outpatient</b>		
For Preventive Lab, X-Ray and Diagnostics, refer to the Preventive Care Services category.	100% Deductible does not apply.	* 70% after Deductible has been met
<b>Lab, X-Ray and Major Diagnostics – CT, PET, MRI, MRA and Nuclear Medicine - Outpatient</b>		
	\$100 Copayment, Deductible does not apply. .	70% after Deductible has been met
<b>Mental Health Services</b>		
	Inpatient: 90% after Deductible has been met. Outpatient: 100% after you pay a \$15 Copayment per visit	* Inpatient: 70% after Deductible has been met * Outpatient: 70% after Deductible has been met
<b>Neurobiological Disorders - Mental Health Services for Autism Spectrum Disorders</b>		
	Inpatient: 90% after Deductible has been met. Outpatient: 100% after you pay a \$15 Copayment per visit	* Inpatient: 70% after Deductible has been met * Outpatient: 70% after Deductible has been met
<b>Pharmaceutical Products - Outpatient</b>		
This includes medications administered in an outpatient setting, in the Physician's Office or in a Covered Person's home.	100% Deductible does not apply	70% Deductible does not apply
<b>Physician Fees for Surgical and Medical Services</b>		
	90% after Deductible has been met	70% after Deductible has been met
<b>Physician's Office Services – Sickness and Injury</b>		
Primary Physician Office Visit	100% after you pay a \$15 Copayment per visit	* 70% after Deductible has been met
Specialist Physician Office Visit	100% after you pay a \$30 Copayment per visit	* 70% after Deductible has been met

<b>BENEFITS</b>		
<b>Types of Coverage</b>	<b>Network Benefits</b>	<b>Non-Network Benefits</b>
<b>Pregnancy – Maternity Services</b>		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each covered Health Service category in this Benefit Summary.	
	For services provided in the Physician's Office, a Copayment will only apply to the initial office visit.	<i>Prior Authorization is required if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.</i>
<b>Preventive Care Services</b>		
Covered Health Services include but are not limited to:		
Primary Physician Office Visit	100% Deductible does not apply.	Non-Network Benefits are not available
Specialist Physician Office Visit	100% Deductible does not apply.	
Lab, X-Ray or other preventive tests	100% Deductible does not apply.	
<b>Prosthetic Devices</b>		
Benefits are limited as follows: A single purchase of each type of prosthetic device every three years.	90% % after Deductible has been met	** 70% after Deductible has been met
<b>Reconstructive Procedures</b>		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.	
		<i>Prior Authorization is required for certain services.</i>
<b>Rehabilitation Services – Outpatient Therapy and Manipulative Treatment</b>		
Benefits are limited as follows: 20 visits of physical therapy 20 visits of occupational therapy 20 visits of manipulative treatment 20 visits of speech therapy 20 visits of pulmonary rehabilitation 36 visits of cardiac rehabilitation 30 visits of post-cochlear implant aural therapy 20 visits of cognitive rehabilitation therapy The limits stated above include habilitative services.	100% after you pay a \$15 Copayment per visit	* 70% after Deductible has been met
<b>Scopic Procedures – Outpatient Diagnostic and Therapeutic</b>		
Diagnostic scopic procedures include, but are not limited to: Colonoscopy; Sigmoidoscopy; Endoscopy For Preventive Scopic Procedures, refer to the Preventive Care Services category.	Scopic Procedures: \$100 Copayment per visit  Outpatient Therapeutic Treatments: 90% after Deductible has been met.	70% after Deductible has been met
<b>Skilled Nursing Facility / Inpatient Rehabilitation Facility Services</b>		
Benefits are limited as follows: 60 days per year	90% after Deductible has been met.	* 70% after Deductible has been met
<b>Substance Use Disorder Services</b>		
	Inpatient: 90% after Deductible has been met. Outpatient: 100% after you pay a \$15 Copayment per visit	* Inpatient: 70% after Deductible has been met * Outpatient: 70% after Deductible has been met
<b>Surgery – Outpatient</b>		
	\$100 Copayment per visit	* 70% after Deductible has been met
<b>Transplantation Services</b>		
	* 90% after Deductible has been met <i>For Network Benefits, services must be received at a Designated Facility.</i>	Non-Network Benefits are not available
<b>Urgent Care Center Services</b>		
	100% after you pay a \$50 Copayment per visit	70% after Deductible has been met

<b>MEDICAL EXCLUSIONS</b>
It is recommended that you review your SPD for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.
<b>Alternative Treatments</b>
Acupuncture; aromatherapy; hypnosis; massage therapy; rolfing (holistic tissue massage); art, music, dance, horseback therapy; and other forms of alternative treatment as defined by the National Center for Complementary and Alternative Medicine (NCCAM) of the National Institutes of Health. This exclusion does not apply to Manipulative Treatment and non-manipulative osteopathic care for which Benefits are provided as described in the SPD.
<b>Dental</b>
Dental care (which includes dental X-rays, supplies and appliances and all associated expenses, including hospitalizations and anesthesia). This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Plan as described in the SPD. Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. Examples include treatment of dental caries resulting from dry mouth after radiation treatment or as a result of medication. Endodontics, periodontal surgery and restorative treatment are excluded. Diagnosis or treatment of or related to the teeth, jawbones or gums. Examples include: extraction (including wisdom teeth), restoration, and replacement of teeth; medical or surgical treatment of dental conditions; and services to improve dental clinical outcomes. This exclusion does not apply to accidental-related dental services for which Benefits are provided as described under Dental Services – Accidental Only in the SPD. Dental implants, bone grafts and other implant-related procedures. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in the SPD. Dental braces (orthodontics). Congenital Anomaly such as cleft lip or cleft palate.
<b>Devices, Appliances and Prosthetics</b>
Devices used specifically as safety items or to affect performance in sports-related activities. Orthotic appliances that straighten or re-shape a body part as described under Durable Medical Equipment (DME) in the SPD. Examples include foot orthotics, cranial banding, or any orthotic braces available over-the-counter. The following items are excluded; blood pressure cuff/monitor; enuresis alarm; non-wearable external defibrillator; trusses; and ultrasonic nebulizers. Devices and computers to assist in communication and speech except for speech generating devices and tracheo-esophageal voice devices for which Benefits are provided as described under Durable Medical Equipment. Oral appliances for snoring. Repair and replacement prosthetic devices when damaged due to misuse, malicious damage or gross neglect. Prosthetic devices. This exclusion does not apply to breast prosthesis, mastectomy bras and lymphedema stockings for which Benefits are provided as described under Reconstructive Procedures in the SPD.
<b>Drugs</b>
The exclusions listed below apply to the medical portion of the Plan only. Prescription Drug coverage is excluded under the medical plan because it is a separate benefit. Coverage may be available under the Prescription Drug portion of the Plan. See the SPD for coverage details and exclusions. Prescription drugs for outpatient use that are filled by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their characteristics (as determined by United HealthCare Services, Inc.), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency and consumed in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy.
<b>Experimental or Investigational or Unproven Services</b>
Experimental or Investigational or Unproven Services, unless the Plan has agreed to cover them as defined in the SPD. This exclusion applies even if Experimental or Investigational Services or Unproven Services, treatments, devices or pharmacological regimens are the only available treatment options for your condition. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in the SPD.
<b>Foot Care</b>
Routine foot care. Examples include the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care for Covered Persons with diabetes for which Benefits are provided as described under Diabetes Services in the SPD or when needed for severe systemic disease. Cutting or removal of corns and calluses. Nail trimming, cutting, or debriding. Hygienic and preventive maintenance foot care; and other services that are performed when there is not a localized Sickness, Injury or symptom involving the foot. Examples include: cleaning and soaking the feet; applying skin creams in order to maintain skin tone. This exclusion does not apply to preventive foot care for Covered Persons who are at risk of neurological or vascular disease arising from diseases such as diabetes. Treatment of flat feet. Shoes (standard or custom), lifts and wedges; shoe orthotics; shoe inserts and arch supports.
<b>Medical Supplies and Equipment</b>
Prescribed or non-prescribed medical supplies and disposable supplies. Examples include: compression stockings, ace bandages, diabetic strips, and syringes; urinary catheters. This exclusion does not apply to: <ul style="list-style-type: none"> <li>• Disposable supplies necessary for the effective use of Durable Medical Equipment for which Benefits are provided as described under Durable Medical Equipment in the SPD.</li> <li>• Diabetic supplies for which Benefits are provided as described under Diabetes Services in the SPD.</li> <li>• Ostomy bags and related supplies for which Benefits are provided as described under Ostomy Supplies in the SPD.</li> </ul> Tubings, nasal cannulas, connectors and masks, except when used with Durable Medical Equipment as described under Durable Medical Equipment as described in the SPD. The repair and replacement of Durable Medical Equipment when damaged due to misuse, malicious breakage or gross neglect and deodorants, filters, lubricants, tape, appliance clears, adhesive, adhesive remover or other items that are not specifically identified in the SPD.
<b>Mental Health / Substance Use Disorder</b>
Services performed in connection with conditions not classified in the current edition of the <i>Diagnostic and Statistical Manual of the American Psychiatric Association</i> . Services or supplies for the diagnosis or treatment of Mental Illness, alcoholism or substance use disorders that, in the reasonable judgment of the Mental Health/Substance Use Disorder Administrator, are any of the following: not consistent with generally accepted standards of medical practice for the treatment of such conditions; not consistent with services backed by credible research soundly demonstrating that the services or supplies will have a measurable and beneficial health outcome, and therefore considered experimental; not consistent with the Mental Health/Substance Use Disorder Administrator's level of care guidelines or best practices as modified from time to time; or not clinically appropriate, and considered ineffective for the patient's Mental Illness, substance use disorder or condition based on generally accepted standards of medical practice and benchmarks. Mental Health Services as treatments for V-code conditions as listed within the current edition of the <i>Diagnostic and Statistical Manual of the American Psychiatric Association</i> . Mental Health Services as treatment for a primary diagnosis of insomnia and other sleep disorders, sexual dysfunction disorders, feeding disorders, neurological disorders and other disorders with a known physical basis. Treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, personality disorders, paraphilias (sexual behavior that is considered deviant or abnormal) Educational/behavioral services that are focused on primarily building skills and capabilities in communication, social interaction and learning; tuition for or services that are school-based for children and adolescents under the Individuals with Disabilities Education Act. Learning, motor skills and primary communication disorders as defined in the current edition of the <i>Diagnostic and Statistical Manual of the American Psychiatric Association</i> . Mental retardation as a primary diagnosis defined in the current edition of the <i>Diagnostic and Statistical Manual of the American Psychiatric Association</i> . Methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclozocine, or their equivalents for drug addiction. Intensive behavioral therapies such as applied behavioral analysis for Autism Spectrum Disorders. Any treatments or other specialized services designed for Autism Spectrum Disorder that are not backed by credible research demonstrating that the services or supplies have a measurable and beneficial health outcome and therefore considered Experimental or Investigational or Unproven Services.
<b>Nutrition</b>
Nutritional or cosmetic therapy using high dose or mega quantities of vitamins, minerals or elements, and other nutrition based therapy. Nutritional counseling for either individuals or groups except as defined under Diabetes Services in the SPD. Food of any kind. Foods that are not covered include: enteral feedings and other nutritional and electrolyte formulas, including infant formula and donor breast milk unless they are the only source of nutrition or unless they are specifically created to treat inborn errors of metabolism such as phenylketonuria (PKU) – infant formula available over the counter is always excluded; foods to control weight, treat obesity (including liquid diets), lower cholesterol or control diabetes; oral vitamins and minerals; meals you can order from a menu, for an additional charge, during an Inpatient Stay, and other dietary and electrolyte supplements; and health education classes unless offered by United HealthCare Services, Inc. or its affiliates, including but not limited to asthma, smoking cessation, and weight control classes.
<b>Personal Care, Comfort or Convenience</b>
Television; telephone; beauty/barber service; guest service. Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include: air conditioners, air purifiers and filters, dehumidifiers and humidifiers; batteries and battery chargers; breast pumps; car seats; chairs, bath chairs, feeding chairs, toddler chairs, chair lifts, recliners; exercise equipment and treadmills; home modifications to accommodate a health need such as ramps, swimming pools, elevators, handrails and stair glides; hot tubs; Jacuzzis, saunas and whirlpools; ergonomically correct chairs, non-Hospital beds, comfort beds, mattresses; medical alert systems; motorized beds; music devices; personal computers, pillows; power-operated vehicles; radios; saunas; strollers; safety equipment; vehicle modifications such as van lifts; and video players.
<b>Physical Appearance</b>
Cosmetic Procedures. See the definition in the SPD. Examples include: pharmacological regimens, nutritional procedures or treatments; Scar or tattoo removal or revision procedures (such as salabrasion, chemoablation and other such skin abrasion procedures); Skin abrasion procedures performed as a treatment for acne; treatment of hair loss; varicose vein treatment of the lower extremities, when it is considered cosmetic; Liposuction or removal of fat deposits considered undesirable, including fat accumulation under the male breast and nipple; Treatment for skin wrinkles or any treatment to improve the appearance of the skin; Treatment for spider veins; Hair removal or replacement by any means. Replacement of an existing intact breast implant if the earlier breast implant was performed as a Cosmetic Procedure. Treatment of benign gynecomastia (abnormal breast enlargement in males). Physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, health club memberships and programs, spa treatments and diversion or general motivation. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded, even if for morbid obesity. Wigs regardless of the reason for the hair loss.
<b>Procedures and Treatments</b>
Procedure or surgery to remove fatty tissue such as panniculectomy, abdominoplasty, thighplasty, brachioplasty, or mastopexy. Excision or elimination of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty or abdominal panniculectomy, and brachioplasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea. Rehabilitation services and Manipulative Treatment to improve general physical condition that are provided to reduce potential risk factors, where significant therapeutic improvement is not expected, including routine, long-term or maintenance/preventive treatment. Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from Injury, stroke, cancer, Congenital Anomaly, or autism spectrum disorders. Speech therapy to treat stuttering, stammering or other articulation disorders. Psychosurgery. Sex transformation operations and related services. Physiological modalities and procedures that result in similar or redundant therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. Manipulative treatment to treat a condition unrelated to spinal manipulation and ancillary physiologic treatment rendered to restore/improve motion, reduce pain and improve function, such as asthma or allergies. Manipulative treatment (the therapeutic application of chiropractic and osteopathic manipulative treatment with or without ancillary physiologic treatment and/or rehabilitative methods rendered to restore/improve motion, reduce pain and improve function). Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), whether the services are considered to be dental in nature, the following services for the diagnosis and treatment of TMJ: surface electromyography; Doppler analysis; vibration analysis; computerized mandibular scan or jaw tracking; craniocervical therapy; orthodontics; occlusal adjustment; dental restorations. Upper and lower jawbone surgery, orthognathic surgery and jaw alignment. This exclusion does not apply to reconstructive jaw surgery required for Covered Persons because of a Congenital Anomaly, acute traumatic injury, dislocation, tumors, cancer or obstructive sleep apnea. Orthognathic surgery (procedure to correct underbite or overbite) and jaw alignment. Breast reduction except surgery as coverage is required by the Women's Health and Cancer Right's Act of 1998 for which Benefits are described under Reconstructive Procedures in the SPD. Non-surgical treatment of obesity even if for morbid obesity. Surgical treatment of obesity even if there is a diagnosis of morbid obesity as described under Obesity Surgery in the SPD. Stand-alone multi-disciplinary smoking cessation programs. These are programs that usually include health care providers specializing in smoking cessation and may include a psychologist, social worker or other licensed or certified professional. The programs usually include intensive psychological support, behavior modification techniques and medications to control cravings. Chelation therapy, except to treat heavy metal poisoning.
<b>Providers</b>
Services performed by a provider who is a family member by birth or marriage. Examples include a spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself. Services performed by a provider with your same legal residence. Services ordered or delivered by a Christian Science practitioner. Services performed by an unlicensed provider or a provider who is operating outside of the scope of his/her license. Services provided at a free-standing or Hospital-based diagnostic facility without an order written by a Physician or other provider. Services which are self-directed to a free-standing or Hospital-based diagnostic facility. Services ordered by a Physician or other provider who is an employee or representative of a free-standing or Hospital-based diagnostic facility, when that Physician or other provider has not been actively involved in your medical care prior to ordering the service, or is not actively involved in your medical care after the service is received. This exclusion does not apply to mammography.
<b>Reproduction</b>
Health services and associated expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. This exclusion does not apply to services required to treat or correct underlying causes of infertility. The following infertility treatment-related services: cryo-preservation and other forms of preservation of reproductive materials, long-term storage of reproductive materials such as sperm, eggs, embryos, ovarian tissue, and testicular tissue, donor services. Surrogate parenting, donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization. Health services and associated expenses for elective surgical, non-surgical, or drug-induced Pregnancy termination. This exclusion does not apply to treatment of a molar Pregnancy, ectopic Pregnancy, or missed abortion (commonly known as a miscarriage). Services provided by a doula (labor aide); and parenting, prenatal or birthing classes. Artificial reproduction treatments done for genetic or eugenic.

**Services Provided under Another Plan**

Health services for which other coverage is available under another plan, except for Eligible Expenses payable as described in the SPD. Examples include coverage required by workers' compensation, no-fault auto insurance, or similar legislation. If coverage under workers' compensation, no-fault automobile coverage or similar legislation is optional for you because you could elect it, or could have it elected for you. Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health services while on active military duty.

**Transplants**

Health services for organ and tissue transplants, except as identified under Transplantation Services in the SPD unless United HealthCare Services, Inc. determines the transplant to be appropriate according to United HealthCare Services, Inc.'s transplant guidelines. Mechanical or animal organ transplants, except services related to the implant or removal of a circulatory assist device (a device that supports the heart while the patient waits for a suitable donor heart to become available); and donor costs for organ or tissue transplantation to another person (these costs may be payable through the recipient's benefit plan).

**Travel**

Health services provided in a foreign country, unless required as Emergency Health Services. Travel or transportation expenses, even if ordered by a Physician, except as identified under Travel and Lodging in the SPD. Additional travel expenses related to Covered Health Services received from a Designated Facility or Designated Physician may be reimbursed at the Plan's discretion. This exclusion does not apply to ambulance transportation for which Benefits are provided as described in the SPD.

**Types of Care**

Multi-disciplinary pain management programs provided on an inpatient basis for acute pain or for exacerbation of chronic pain. Custodial care; domiciliary care. Private Duty Nursing. Respite care. This exclusion does not apply to respite care that is part of an integrated hospice care program of services provided to a terminally ill person by a licensed hospice care agency for which Benefits are described under Hospice Care in the SPD. Rest cures; services of personal care attendants. Work hardening (individualized treatment programs designed to return a person to work or to prepare a person for specific work).

**Vision and Hearing**

Purchase cost and associated fitting charge for eye glasses and contact lenses. Implantable lenses used only to correct a refractive error (such as Intacs corneal implants). Bone anchored hearing aids except when either of the following applies: for Covered Persons with craniofacial anomalies whose abnormal or absent ear canals preclude the use of a wearable hearing aid or for Covered Persons with hearing loss of sufficient severity that it would not be adequately remedied by a wearable hearing aid. Eye exercise or vision therapy. Surgery and other related treatment that is intended to correct nearsightedness, farsightedness, presbyopia and astigmatism including, but not limited to, procedures such as laser and other refractive eye surgery and radial keratotomy.

**All Other Exclusions**

Health services and supplies that do not meet the definition of a Covered Health Service – see the definition of Covered Health Services in the Glossary in the SPD. Covered Health Services are those health services including services, supplies or Prescription Drugs, which the Claims Administrator determines to be all of the following: Medically Necessary; described as a Covered Health Service in the SPD; and not otherwise excluded in the SPD. Physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments when: required solely for purposes of education, school, sports or camp, travel, career or employment, insurance, marriage or adoption; or as a result of incarceration; related to judicial or administrative proceedings or orders; conducted for purposes of medical research; required to obtain or maintain a license of any type. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described in the SPD. Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country. This exclusion does not apply to Covered Persons who are civilians injured or otherwise affected by war, any act of war or terrorism in a non-war zone. Health services received after the date your coverage under the Plan ends. This applies to all health services, even if the health service is required to treat a medical condition that arose before the date your coverage under the Plan ended. Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Plan. Charges that exceed Eligible Expenses or any specified limitation in the SPD. Foreign language and sign language services. Health services related to a non-Covered Health Service: When a service is not a Covered Health Service, all services related to that non-Covered Health Service are also excluded. This exclusion does not apply to services the Plan would otherwise determine to be Covered Health Services if they are to treat complications that arise from the non-Covered Health Service. For the purpose of this exclusion, a "complication" is an unexpected or unanticipated condition that is superimposed on an existing disease and that affects or modifies the prognosis of the original disease or condition. Examples of a "complication" are bleeding or infections, following a Cosmetic Procedure, that require hospitalization. Health services when a provider waives the Copay, Annual Deductible or Coinsurance amounts. Autopsies and other coroner services and transportation services for a corpse. Charges for: missed appointments; room or facility reservations; completion of claim forms; or record processing. Charges prohibited by federal anti-kickback or self-referral status. Diagnostic tests that are: delivered in other than a Physician's office or health care facility; and self-administered home diagnostic tests, including but not limited to HIV and pregnancy tests. Vision therapy when rendered in connection with behavioral health disorders, including but not limited to: learning and reading disabilities; attention deficit/hyperactively disorder; TBI; or dyslexia.





# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** August 22, 2017

Item Number:

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

13

**From:** Alexander Diaz,  
Town Manager

**Subject:** Resolution No. 2513.17 – Ratification of the Collective  
Bargaining Agreement Between the Town and the Florida  
State Lodge, Fraternal Order of Police

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### Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2513.17 as presented.

### Background :

The Town's contract with the Fraternal Order of Police (FOP) expires on September 30, 2017. During the last few months, I have met with our officers and the FOP to find a middle ground for a new three year contract. In adhering to PERC rules, and holding two public negotiations sessions, and many hours of negotiations with the FOP we have agreed on the following terms:

The existing contract will remain intact with the following exceptions:

Effective October 1, 2017 employees currently at top out pay will receive an increase to the new top out rate of \$72,500 and will remain at that rate of pay through the duration of the contract.

Effective October 1, 2017 employees not having attained a maximum salary of \$72,500 will be entitled to a 4% pay increase from their base salary. On October 1, 2018 said Police Officers will receive a 4% pay increase to their base pay. On October 1, 2019 said Police Officers will receive a 4% increase to their base pay. During this contract any Police Officer who achieves a base pay of \$72,500.00 will be capped.

For the purposes of this contract, the police officer increases will go into effect on October 1 of each year and not on the anniversary date of employment.

The attached "Terms Sheet" and Contract provides insight as to other terms of importance during this years negotiations.

**Fiscal Impact:**

In the first year, there is an increase of 4% across the board for all salary related costs in additional there are salary adjustments for all current officers currently at the top of the pay rang. The increase to our Police Payroll in the first year will be \$71,509.41.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2513.17**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA (“TOWN”), PROVIDING FOR RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN AND THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE; AUTHORIZING THE TOWN MAYOR TO SIGN THE COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE TOWN; PROVIDING FOR IMPLEMENTATION OF THE COLLECTIVE BARGAINING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Golden Beach (“Town”) desires to ratify the Collective Bargaining Agreement (“Agreement”) between the Town and the Florida State Lodge, Fraternal Order of Police (“Police Union”) (a copy of the Agreement is attached hereto as Exhibit “A”); and

**WHEREAS**, the Town Council finds that ratification of the Agreement 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.** The foregoing “**Whereas**” clauses are true and correct and are incorporated herein by this reference.

**Section 2. Agreement Ratification.** Ratification of the Agreement between the Town and the Police Union, in the form attached hereto as Exhibit “A,” is hereby authorized and approved.

**Section 3. Execution.** The Town Mayor is hereby authorized to execute the Agreement on behalf of the Town.

**Section 4. Implementation.** That the Town Mayor and Town Manager are

authorized to take any and all action which is necessary to implement this Resolution and the Agreement.

**Section 5. Effective Date.** That This Resolution shall become effective immediately upon its passage and adoption.

**Sponsored by Town Administration.**

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 22<sup>nd</sup> day of August, 2017.

ATTEST:

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

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

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# FOP NEGOTIATIONS RESPONSE

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## 1. Wages – see attached

- a. Special Unit Allowances shall be provided to bargaining unit members as follows:
  - i. FTO \$5/hour while FTO'ing
  - ii. Detective \$125/month & take-home car
  - iii. K-9 Officer \$125/month & take-home car
  - iv. Marine Patrol \$125/month & take-home car
  - v. Motorcycle Officer \$125/month & take-home care
  - vi. Underwater Search & Recovery \$50.00/month
  - vii. Honor Guard \$75.00 when used
- b. The following units are not subject to “vehicle use fee”: Detective, K-9 Officer, Marine Patrol, and Underwater Search & Recovery
- c. FOP members currently at top pay of \$67,000 will be increased to top pay of \$72,500, effective October 1<sup>st</sup>, 2017.
- d. The attached 12 step pay scale will be implemented effective October 1<sup>st</sup>, 2017.
- e. The step plan for officers is broken down as follows:
  - i. Years of Service 1 to 10 – 4% increase per year on 10/1/2017 until \$72,500 maximum is achieved
  - ii. Years of Service 11 and 12 – 8% increase per year on 10/1/2017 until \$72,500 maximum is achieved
- f. The step plan for existing sergeants is broken down as follows:
  - i. Years 1 and 2 – 6% increase per year on 10/1/2017 until the \$80,000 maximum is achieved
- g. New Sergeants will receive 10% over the current officer rate of the pay scale they are in – with a maximum top out pay of \$80,000
- h. In consideration of the amount of time it has taken the Town’s most senior officers to reach their top out pay, the Town found it equitable that the attached 12 step pay scale be implemented, in fairness to all employees in the Police Department. The Town Council directed Administration to implement the 12 step plan as consideration for the increased top out pay.

## **2. Longevity**

- a. 10 to 14 YOS \$1,000.00 annually
- b. 15 to 19 YOS \$1,500.00 annually
- c. 20+ YOS \$1,750.00 annually
- d. Longevity payments will be made on the anniversary date of employment, and shall be considered as part of the wages applicable to pension.

## **3. Take-Home Vehicle Policy**

- a. A flat fee of \$50.00 per month will be implemented.

## **4. Retirement Health Savings Program**

- a. The Town will enter into a Retirement Health Savings (RHS) program with ICMA'RC to help employees build assets for medical expenses.
- b. The Town will match dollar for dollar what bargaining unit members contribute to their RHS up to \$500.00 annually.
- c. Bargaining unit members will be allowed to use vacation time to contribute to the plan.
- d. Bargaining unit members will be allowed to use sick leave to contribute to the plan, **in the members last year of employment** – however this will decrease the members 750 hour sick leave maximum at retirement/separation.
- e. Bargaining unit members will be allowed to use vacation leave to contribute to the plan.

## **5. Vacation Leave**

- a. The maximum accumulation of annual leave that an employee covered by this agreement can carry over shall be 200 hours.
- b. Employees covered by this agreement will be required to take at least five (5) days annual leave each year (non-consecutive).

## **6. Sick Leave**

- a. No changes

## **7. Grievance and Arbitration Procedure**

- a. The grievance procedure and arbitration shall be exclusive to the FOP, therefore, subject to Sections 447.401 Florida Statutes or other

applicable laws. No bargaining unit member may file a grievance or request arbitration without the written authorization from the FOP.

## **8. Pension – changes as follows:**

### **Sec. 24-33 – Benefit Amount and Eligibility.**

(a) Normal Retirement Benefit.

(2) *Form of Benefit.* The normal retirement benefit shall commence on the Member's actual retirement date and be payable on the first day of each month thereafter, with the last payment being the one next preceding the retiree's death. However, should the retiree die before receiving 120 monthly benefit payments, the balance of the 120 payments shall be paid to the retiree's designated beneficiary.

#### **In case there is any doubt, this is what the above achieves:**

- a. Retiree's in the Town's pension plan are entitled to pension benefit payments for the remainder of their life, irrespective of number of total payments.
- b. Language will be changed to reflect that if the retiree passes away before receiving 120 monthly benefit payments, the balance of the 120 payments shall be paid to the retiree's designated beneficiary.

*Members should keep in mind that Section 24-34 provides for various ways to elect how their pension is to be distributed, which has an effect on survivor benefits.*

## **9. Extra – Duty Police Employment**

- a. Within the Town \$35/per hour with a \$5.00 Administrative Fee.
- b. Outside vendor (i.e. construction, movie set, not homeowner) \$40/per hour with a \$5.00 Administrative Fee.
- c. The Town will actively encourage vendors to pay the Administrative Fee in the form of a separate check written to the Town of Golden Beach. However, the responsibility to collect the administrative fee ultimately lies with the employee.