



TOWN OF GOLDEN BEACH

**One Golden Beach Drive
Golden Beach, FL 33160**

**Official Agenda for the September 27, 2018
Final Budget Hearing & Special Town Council Meeting called for 7:00 P.M.**

- A. MEETING CALLED TO ORDER**
- B. ROLL CALL**
- C. PLEDGE OF ALLEGIANCE**
- D. ADOPTION OF FINAL MILLAGE AND FINAL BUDGET FOR FISCAL YEAR 2018/2019 (TIME CERTAIN ITEM)**

- 1. A Resolution of the Town Council Adopting the Final Millage Rate for the Fiscal Year Commencing October 1, 2018 through September 30, 2019.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA ADOPTING THE FINAL MILLAGE RATE OF THE TOWN OF GOLDEN BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Resolution No. 2571.18

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2571.18

- 2. A Resolution of the Town Council Adopting the Final Budgets for the Fiscal Year Commencing October 1, 2018 through September 30, 2019.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2

Resolution No. 2572.18

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2572.18

E. PRESENTATIONS / TOWN PROCLAMATIONS

None

F. MOTION TO SET THE AGENDA

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

G. GOOD AND WELFARE

H. MAYOR'S REPORT

I. COUNCIL COMMENTS

J. TOWN MANAGER REPORT

K. TOWN ATTORNEY REPORT

L. ORDINANCES – SECOND READING

M. ORDINANCES - FIRST READING

**3. An Ordinance Amending the Town's Code of Ordinances to Include A
New Article Providing Regulations for the Use of Golf Carts.**

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH,
FLORIDA, AMENDING THE TOWN'S CODE OF
ORDINANCES BY ADDING SECTIONS 38-100 THROUGH
38-109 TO A NEW ARTICLE IV, "GOLF CARTS" WITHIN
CHAPTER 38, "TRAFFIC AND VEHICLES" TO PROVIDE
REGULATIONS FOR THE USE OF GOLF CARTS ON THE
PUBLIC ROADS AND STREETS WITHIN THE TOWN'S
JURISDICTION; PROVIDING FOR SEVERABILITY;
PROVIDING FOR CODIFICATION; PROVIDING FOR
CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Ordinance No. 583.18

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 583.18

4. An Ordinance Amending the Town's Code of Ordinances to Revise Requirements for Zone One (Oceanfront Properties).

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, TO AMEND CHAPTER 66 "ZONING" TO REVISE REQUIREMENTS FOR ZONE ONE (OCEANFRONT PROPERTIES). (D) BUILDING HEIGHT. (1) MAIN RESIDENCE, (d). AMENDING ALLOWABLE USE IN THE AREA BELOW THE 18.2 FEET NGVD, TO INCLUDE A GYM AND LAUNDRY FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 4
Ordinance No. 584.18

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 584.18

N. QUASI JUDICIAL RESOLUTIONS

None

O. CONSENT AGENDA

5. A Resolution of the Town Council Approving A Mutual Aid Agreement between the Town and the City of Miami.

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

Exhibit: Agenda Report No. 5
Resolution No. 2573.18

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2573.18

6. A Resolution of the Town Council Approving A Mutual Aid Agreement between the Town and the City of Sweetwater.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF

SWEETWATER AND THE TOWN OF GOLDEN BEACH;
PROVIDING FOR IMPLEMENTATION; AND PROVIDING
FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2574.18

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2574.18

7. A Resolution of the Town Council Authorizing the Donation of Six Surplus Police Vehicles.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE DONATION OF SIX SURPLUS POLICE VEHICLE FROM THE TOWN'S VEHICLE FLEET; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 7
Resolution No. 2575.18

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2575.18

P. TOWN RESOLUTIONS

8. A Resolution of the Town Council Approving Amendment #1 to the 2017-2018 Fiscal Year Operating Budget for the Purposes of Awarding Employee Bonuses.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #1 TO THE 2017-2018 FISCAL YEAR OPERATING BUDGET FOR THE PURPOSES OF AWARDED EMPLOYEE BONUSES AND AMENDING THE ORIGINALLY ADOPTED BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 8
Resolution No. 2576.18

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2576.18

9. A Resolution of the Town Council Amending the Employment Agreement for the Town Manager.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH,
FLORIDA, APPROVING AN AMENDMENT TO THE
TOWN MANAGER'S EMPLOYMENT AGREEMENT
ATTACHED AS EXHIBIT "A" TO THIS RESOLUTION; AND
PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 9
Resolution No. 2577.18

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2577.18

Q. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Jaime Mendal:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Councilmember Amy Isackson-Rojas:
None Requested

Councilmember Judy Lusskin:
None Requested

Town Manager Alexander Diaz
None Requested

R. ADJOURNMENT:

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

MEMORANDUM

Date: September 27, 2018

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

1 & 2

Subject: Resolution No. 2571.18 & Resolution 2572.18 – Adopting the
Final Combined Millage and Final Operating Budget for Fiscal
Year 2018-2019

Recommendation:

It is recommended that the Town Council adopt the Final Combined Millage and Final Operating Budget as provided by the companion Resolutions that follow.

Background:

Please see the **Budget Message Pages 30 through 32 of the Operating and Capital Fiscal Year 2018-2019 budget book.**

There were NO changes made during the first Budget Hearing.

Fiscal Impact:

General Fund Revenues and Expenditures of \$9,446,034.00

Capital Budget Revenues and Expenditures of \$629,014.00

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2571.18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL MILLAGE RATE OF THE TOWN OF GOLDEN BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 3rd, 2018, the Town transmitted to the Property Appraiser its “Proposed Millage Rate” for the fiscal year commencing October 1, 2018 and further scheduled the public hearing required by Section 200.065 of the Florida Statutes to be held on September 12, 2018 at 7:00 p.m.; and

WHEREAS, the Property Appraiser has properly noticed the public hearing scheduled for September 12, 2018 at 7:00 p.m. at One Golden Beach Drive, Golden Beach, Florida, as required by Chapter 200 of the Florida Statutes; and

WHEREAS, said public hearing, as required by Section 200.065(2)(c), was held by the Town Council on September 12, 2018, commencing at 7:00 p.m., as previously noticed and the public and all interested parties having had the opportunity to address their comments to the Town Council and the Town Council having considered the comments of the public regarding the proposed millage rate and having complied with the “TRIM” requirements of the Florida Statutes, the Town Council approved a proposed millage rate of 7.4800 mills; and

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

Section 1. That the final millage rate for the Town of Golden Beach for the fiscal year commencing October 1, 2018 through September 30, 2019, be and is hereby fixed at the rate of 7.4800 mills which is \$ 7.4800 dollars per \$1,000.00 of assessed property value within the Town of Golden Beach.

Section 2. That the rolled-back rate is 7.0802 and the final millage rate is 7.4800 mills which is 5.6468 % over the rolled-back rate.

Section 3. That the voted debt service millage for the fiscal year will be .9200 mills.

Section 4. 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 Jaime Mendal	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Judy Lusskin	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 27th day of September, 2018.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2572.18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Manager presented to the Town Council a “Final Operating and Capital Budget” for the 2018/2019 fiscal year commencing October 1, 2018 and ending September 30, 2019 for approval by the Town Council; and

WHEREAS, on September 12, 2018 the Town Council held a public hearing concerning the adoption of the tentative budget for the 2018/2019 fiscal year, as duly noticed; and

WHEREAS, on September 27, 2018, the Town Council held a duly noticed final public hearing on the adoption of the final budget for the 2018/2019 fiscal year at the Council Chambers of Town Hall located at One Golden Beach Drive, Golden Beach, Florida.

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

Section 1. That each of the above stated recitals is hereby adopted and confirmed. Upon final adoption of the proposed millage rate, which is hereby ratified, the attached tentative budgets of the Town of Golden Beach for the fiscal year commencing October 1, 2018 are hereby approved and adopted.

Section 2. That the Final Budget as presented by the Town Manager on September 12, 2018 to the Mayor and Town Council for the 2018/2019 fiscal year commencing October 1, 2018 and ending September 30, 2019 is hereby approved and adopted.

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

Section 4. 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 Jaime Mendal	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Judy Lusskin	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 27th day of September, 2018.

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

MEMORANDUM

Date: September 27, 2018

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

3

Subject: Ordinance No. 583.18 – Amending Code, To A New Article IV
of Chapter 38 To Allow Use of Golf Carts on the Public Roads

Recommendation:

It is recommended that the Town Council adopt the attached Ordinance No. 583.18 as presented.

Background:

As recommended in the Chief of Police memorandum (attached) I support the proposed Ordinance which will provide for the legal use of golf-carts in the Town.

Fiscal Impact:

None.




TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 20, 2018

To: Alexander Diaz
Town Manager

From: Rudy Herbello 
Chief of Police

Subject: Allowing Use of Golf Carts on the Public Roads

Item Number:

3

It is the intent of the Florida Statute 316.212 to regulate the operation of Golf Carts on public roads or street. Notwithstanding the provision and regulations of the statute, Section 8 provides certain exceptions to the rules (See attachment) by a local governmental entity, which could be enacted through an ordinance.

The ordinance should regulate the use of Golf Carts during non-restricted hours by licensed drivers operating Golf Carts within the designated streets inside the Town of Golden Beach.

Golf Carts are to have the minimum requirements to operate on the roads as follows:

- (1) Efficient brakes;
- (2) Reliable steering apparatus;
- (3) Safe tires;
- (4) Rear view mirrors;
- (5) Red reflectorized warning devices, both in the front and the rear;
- (6) Rear stop lamps meeting the minimum standards of F.S. § 316.234(1);
- (7) Turn signals meeting the minimum standards of F.S. § 316.234(2); and
- (8) Safety belts.

Golf carts will be allowed to be used on the interior streets and local roadways without deviation.

No golf cart should be allowed on any state road such as Ocean Boulevard. Owners and operators of Golf Carts shall comply with applicable Local and/or State traffic laws and insurance requirements.

Fiscal Impact: Per Florida Statute affected areas must have designated signs.

Recommendations: I recommend that the Town of Golden Beach adopt into ordinance provisions for the regulations and operation of golf carts within the Town's limits.

The Florida Senate

2018 Florida Statutes

<u>Title XXIII</u> MOTOR VEHICLES	<u>Chapter 316</u> STATE UNIFORM TRAFFIC CONTROL <u>Entire Chapter</u>	SECTION 212 Operation of golf carts on certain roadways.
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316.212 Operation of golf carts on certain roadways.— The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

(1) A golf cart may be operated only upon a county road that has been designated by a county, a municipal street that has been designated by a municipality, or a two-lane county road located within the jurisdiction of a municipality designated by that municipality, for use by golf carts. Prior to making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(2) A golf cart may be operated on a part of the State Highway System only under the following conditions:

(a) To cross a portion of the State Highway System which intersects a county road or municipal street that has been designated for use by golf carts if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(b) To cross, at midblock, a part of the State Highway System where a golf course is constructed on both sides of the highway if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(c) A golf cart may be operated on a state road that has been designated for transfer to a local government unit pursuant to s. [335.0415](#) if the Department of Transportation determines that the operation of a golf cart within the right-of-way of the road will not impede the safe and efficient flow of motor vehicular traffic. The department may authorize the operation of golf carts on such a road if:

1. The road is the only available public road along which golf carts may travel or cross or the road provides the safest travel route among alternative routes available; and

2. The speed, volume, and character of motor vehicular traffic using the road is considered in making such a determination.

Upon its determination that golf carts may be operated on a given road, the department shall post appropriate signs on the road to indicate that such operation is allowed.

(3) Notwithstanding any other provision of this section, a golf cart may be operated for the purpose of crossing a street or highway where a single mobile home park is located on both sides of the street or highway and is divided by that street or highway, provided that the governmental entity having original jurisdiction over such street or highway shall review and approve the location of the crossing and require implementation of any traffic controls needed for safety purposes. This subsection shall apply only to residents or guests of the mobile home park. If notice is posted at the entrance and exit of any mobile home park where residents of the park operate golf carts or electric vehicles within the confines of the park, it is not necessary for the park to have a gate or other device at the entrance and exit in order for such golf carts or electric vehicles to be lawfully operated in the park.

(4) Notwithstanding any other provision of this section, if authorized by the Division of Recreation and Parks of the Department of Environmental Protection, a golf cart may be operated on a road that is part of the State Park Road System if the posted speed limit is 35 miles per hour or less.

(5) A golf cart may be operated only during the hours between sunrise and sunset, unless the responsible governmental entity has determined that a golf cart may be operated during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

(6) A golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

(7) A golf cart may not be operated on public roads or streets by any person under the age of 14.

(8) A local governmental entity may enact an ordinance relating to:

(a) Golf cart operation and equipment which is more restrictive than those enumerated in this section. Upon enactment of such ordinance, the local governmental entity shall post appropriate signs or otherwise inform the residents that such an ordinance exists and that it will be enforced within the local government's jurisdictional territory. An ordinance referred to in this section must apply only to an unlicensed driver.

(b) Golf cart operation on sidewalks adjacent to specific segments of municipal streets, county roads, or state highways within the jurisdictional territory of the local governmental entity if:

1. The local governmental entity determines, after considering the condition and current use of the sidewalks, the character of the surrounding community, and the locations of authorized golf cart crossings, that golf carts, bicycles, and pedestrians may safely share the sidewalk;

2. The local governmental entity consults with the Department of Transportation before adopting the ordinance;

3. The ordinance restricts golf carts to a maximum speed of 15 miles per hour and permits such use on sidewalks adjacent to state highways only if the sidewalks are at least 8 feet wide;

4. The ordinance requires the golf carts to meet the equipment requirements in subsection (6). However, the ordinance may require additional equipment, including horns or other warning devices required by s. [316.271](#); and

5. The local governmental entity posts appropriate signs or otherwise informs residents that the ordinance exists and applies to such sidewalks.

(9) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as a moving violation for infractions of subsections (1)-(5) or a local ordinance corresponding thereto and enacted pursuant to subsection (8), or punishable pursuant to chapter 318 as a nonmoving violation for infractions of subsection (6), subsection (7), or a local ordinance corresponding thereto and enacted pursuant to subsection (8).

History.—s. 2, ch. 83-188; s. 1, ch. 84-111; s. 2, ch. 88-253; s. 322, ch. 95-148; s. 4, ch. 96-413; s. 168, ch. 99-248; s. 7, ch. 2000-313; s. 6, ch. 2005-164; s. 3, ch. 2008-98; s. 46, ch. 2010-223; s. 2, ch. 2015-163.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 583.18

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY ADDING SECTIONS 38-100 THROUGH 38-109 TO A NEW ARTICLE IV, "GOLF CARTS" WITHIN CHAPTER 38, "TRAFFIC AND VEHICLES" TO PROVIDE REGULATIONS FOR THE USE OF GOLF CARTS ON THE PUBLIC ROADS AND STREETS WITHIN THE TOWN'S JURISDICTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

1 **WHEREAS**, the Town of Golden Beach, Florida (the "Town") Council desires to
2 amend the Code of Ordinances of the Town of Golden Beach, Florida by adding Sections
3 38-100 through 38-109 to a new Article IV, "Golf Carts" within the existing Chapter 38,
4 "Traffic and Vehicles" to permit and provide regulations for the use of golf carts on
5 designated public roads and streets within the Town's jurisdiction during non-restricted
6 hours by golf cart operators who have passed a safety inspection; and

7 **WHEREAS**, in accordance with Section 316.212, Florida Statutes, the Town Council
8 finds that golf carts may safely travel on or cross the public roads or streets within the
9 Town's jurisdiction, and, in making this determination, the Town Council has considered
10 factors including the speed, volume, and character of motor vehicle traffic using the roads
11 or streets within the Town's jurisdiction; and

12 **WHEREAS**, the Town Council finds that golf carts may be operated at any time of
13 day, including between sunset and sunrise if the golf cart is equipped with headlights,
14 brake lights, turn signals, and a windshield; and

15 **WHEREAS**, the Town Council finds this Ordinance to be in the best interest and
16 welfare of the residents of the Town.

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

Section 1. Recitals. That the recitals set forth above are hereby adopted and confirmed.

Section 2. Amending Code. That the Code of Ordinances of the Town of Golden Beach, Florida is hereby amended by adding Sections 38-100 through 38-109 to a new Article IV, "Golf Carts" within the existing Chapter 38, "Traffic and Vehicles," which sections shall read as follows:¹

Chapter 38 – TRAFFIC AND VEHICLES

* * *

ARTICLE IV – GOLF CARTS

Sec. 38-100. - Legislative intent.

It is the intent of this article to permit and regulate the use of Golf Carts within the Designated Streets of the Town, during non-restricted hours by Golf Cart operators which have passed a safety inspection.

Sec. 38-101. - Definitions.

Designated Streets. All streets within the Town except Ocean Boulevard/A1A.

Golf Cart. A motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes as defined in Florida Statutes Section 316.003(27).

Permit. An official authorization designating that the Golf Cart to which the authorization is affixed meets the requirements of state law and the Town Code.

Slow Moving Vehicles. Any vehicle designed for use and speeds less than 25 miles per hour.

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~. Additions added between first and second reading are shown in double underline.

Sec. 38-102. - Authorized use.

- (a) Only those Golf Carts which have been inspected and issued Permits by the Town Police Department may be operated on all Designated Streets within the Town.
- (b) A Permit to use a Golf Cart on a Designated Street does not permit entry onto private property or semi-private property, including private roads. Access to these areas may be regulated by property owners and/or property managers.

Sec. 38-103. - Prohibited use.

The operation in the Town of any Golf Cart in the following manner or under the following conditions is prohibited:

- (1) By an individual under the age of 14;
- (2) During hours between sunset and sunrise without being equipped with headlights, brake lights, turn signals, and a windshield;
- (3) Without a valid, current Permit issued by the Town Police Department and affixed to the Golf Cart in a conspicuous location;
- (4) In violation of State or County traffic regulations;
- (5) Anywhere on the roadway surface of Ocean Boulevard/A1A, except to cross that thoroughfare at marked intersections or intersections regulated by a traffic signal or to travel north or south upon Ocean Boulevard/A1A solely for the purpose of reaching the immediately next intersection. The operation of Golf Carts upon Ocean Boulevard/A1A pursuant to this subsection (5) shall be subject to authorization from the Florida Department of Transportation pursuant to Florida Statutes Section 316.212(2);
- (6) On the beaches, parks, bicycle paths, sidewalks, or swales of the Town;
- (7) Parking in violation of posted regulations;
- (8) Obstructing or interfering with normal traffic flow; and
- (9) Carrying more passengers than those for which the Golf Cart was designed.

Sec. 38-104. - Inspection.

- (a) Each Golf Cart shall be inspected by the Town annually.
- (b) Upon submitting a completed Permit application, proof of insurance and the payment of a \$15.00 application fee, the Town Police Department will schedule an inspection to ensure that the required equipment is installed and operating properly.
- (c) The application fees will be deposited into the General Operating Funds of the Town.
- (d) The Town Police Department shall issue a Permit to the owner of a Golf Cart which passes the inspection. The Permit shall include a registration number and be displayed in a conspicuous location on the Golf Cart.

75 Sec. 38-105. - Required equipment.

76 A Golf Cart must be equipped with:

- 77 (1) Efficient brakes;
- 78 (2) Reliable steering apparatus;
- 79 (3) Safe tires;
- 80 (4) Rear view mirrors;
- 81 (5) Red reflectorized warning devices in both the front and the rear;
- 82 (6) Headlights;
- 83 (7) Brake lights (also referred to as rear stop lamps) meeting the minimum
- 84 standards of F.S. § 316.234(1);
- 85 (8) Turn signals meeting the minimum standards of F.S. § 316.234(2); and
- 86 (9) A windshield.

87 Sec. 38-106. - Slow Moving Vehicles.

88 Golf Carts meeting the definition of Slow Moving Vehicle must also have a "SMV"
89 triangular emblem attached to the Golf Cart pursuant to Miami-Dade County Ordinance
90 No. 71-94.

91 Sec. 38-107. - Operators.

92 A golf cart may not be operated on the public roads or streets by any person under the
93 age of 14.

94 Sec. 38-108. - Traffic laws.

- 95 (a) Operators of Golf Carts using Designated Streets within the Town are required to
- 96 observe all traffic laws as if they were operating any other motor vehicle.
- 97 (b) While traveling on Designated Streets, operators and passengers of Golf Carts must
- 98 comply with applicable State law as to the requirements and usage of safety belts
- 99 and child restraint equipment.
- 100 (c) Owners and operators of Golf Carts shall comply with applicable State law
- 101 pertaining to insurance requirements.

102 Sec. 38-109. - Enforcement.

103 The Town Police Department shall be responsible for enforcing this article.

104 Secs. 38-110 – 38-120 - Reserved.

Section 3. Severability. That 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 4. Codification. That it is the intent of the Town Council that the provisions of this ordinance shall become and be made a part of the Town's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered, and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. 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 Jaime Mendal	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____

PASSED AND ADOPTED on first reading this 27th day of September, 2018.

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

131 Mayor Glenn Singer
132 Vice-Mayor Judy Lusskin
133 Councilmember Amy Isackson-Rojas
134 Councilmember Kenneth Bernstein
135 Councilmember Jaime Mendal

136
137 **PASSED AND ADOPTED** on second reading this _____ day of _____,
138 2018.
139

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141
142 ATTEST: _____
143 MAYOR GLENN SINGER

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145 _____
146 LISSETTE PEREZ
147 TOWN CLERK

148
149
150 APPROVED AS TO FORM
151 AND LEGAL SUFFICIENCY:

152
153
154 _____
155 STEPHEN J. HELFMAN
156 TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 27, 2018

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manger

Item Number:

4

Subject: Ordinance No. 584.18 – Amending Code, Chapter 66,
Ordinance 573.17, Uses below the 18.2 feet N.G.V.D. for Zone
One (Oceanfront Properties)

Recommendation:

It is recommended that the Town Council adopt the attached Ordinance No. 584.18 as presented.

Background:

Amending Ordinance 573.17, approved by Town Council on May 16, 2017 on second reading, to add additional uses to the area below 18.2 feet N.G.V.D to include a gym and laundry room, these items were discussed at the Town Council meeting held on May 16, 2017 and were to be included in the Ordinance. They were omitted in error.

Fiscal Impact:

None.

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 584.18

1 **AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF**
2 **GOLDEN BEACH, FLORIDA, TO AMEND CHAPTER 66 “ZONING”**
3 **TO REVISE REQUIREMENTS FOR ZONE ONE (OCEANFRONT**
4 **PROPERTIES). (D) BUILDING HEIGHT. (1) MAIN RESIDENCE,**
5 **(d). AMENDING ALLOWABLE USE IN THE AREA BELOW THE**
6 **18.2 FEET NGVD, TO INCLUDE A GYM AND LAUNDRY**
7 **FACILITIES. PROVIDING FOR SEVERABILITY; PROVIDING FOR**
8 **CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; AND**
9 **PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

21 **WHEREAS**, the Town desires to provide setback and height regulations for
22 development of undersized lots to encourage development and redevelopment consistent
23 with the aesthetic goals and conditions of the Town; and

24 **WHEREAS**, the Town desires to reorganize the site development regulations,
25 such as height, setbacks, and lot size and coverage requirements in a consolidated user
26 friendly format; and

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

28 **WHEREAS**, the Town's Local Planning Agency has reviewed this Ordinance on
29 this _____ day of _____, 2018, and has determined that it is consistent with the
30 Town's Comprehensive Plan; and

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

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

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

40 **NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE**

TOWN OF GOLDEN BEACH, FLORIDA¹:

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

-Chapter 66 - ZONING

ARTICLE III. – District Regulations

66-69.1 Zone One (Oceanfront Properties).

(d) Building height.

(1) Main Residence.

- a. Primary residential structures built on lots with a street frontage at least 50 feet in width but less than 75 feet in width shall not exceed 25 feet in height.
- b. Primary residential structures built on lots with a street frontage at least 75 feet in width but less than 100 feet in width shall not exceed 27.5 feet in height.
- c. Primary residential structures built on lots with a street frontage of 100 feet or more shall not exceed 30 feet in height.
- d. The height measurement for main residences shall be measured from the lowest habitable living area which is a maximum of two (2) feet above the FDEP lowest structural member (18.2 feet NGVD). This height measurement shall include all portions of the main residence east of the 60-foot front setback line or Coastal Construction Control Line (CCCL), whichever is more westerly. Areas occupied below 18.2 feet NGVD, including only garages, storage areas, a gym, laundry room and one bathroom shall not be considered habitable areas. If any other use occurs in the area below 18.2 feet NGVD it is considered expendable from a flood or wave action damage standpoint, and those areas shall be considered habitable; therefore, the building height shall be measured from the lowest floor level below 18.2 feet NGVD.

* * *

¹ 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.

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

PASSED AND ADOPTED on first reading this 27th day of September, 2018.

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 Jaime Mendal	_____
Councilmember Amy Isackson-Rojas	_____

100 Councilmember Judy Lusskin _____
101 Councilmember Kenneth Bernstein _____
102

103
104 **PASSED AND ADOPTED** on second reading this _____ day of _____, 2018

105 .

106

107 ATTEST: _____
108 MAYOR GLENN SINGER
109

110
111 _____
112 LISSETTE PEREZ
113 TOWN CLERK
114

115 APPROVED AS TO FORM
116 AND LEGAL SUFFICIENCY:
117

118
119 _____
120 STEPHEN J. HELFMAN
121 TOWN ATTORNEY
122

123



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 27, 2018

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

5

Subject: Resolution No. 2573.18 - Approving a Mutual Aid Agreement
with the City of Miami

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2573.18 as presented.

Background:

The Town of Golden Beach has entered into a number of mutual aid agreements which enable the Police Department to receive assistance from other agencies and to aid those agencies when they request it. This agreement provides for the Police Department to request assistance from and to provide assistance to the City of Miami Police Department.

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

Fiscal Impact:

There is no cost to the Town to participate.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2573.18

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

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the “Town”) wishes to enter into a Mutual Aid Agreement (the “Agreement”) with the City of Miami, Florida, attached to this Resolution as Exhibit “A” between the Town and the City of Miami, described and outlined in the attached Agenda Item Report; and

WHEREAS, the Town Council believes that it is in the best interest to enter into the Agreement.

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. Agreement Approved. That the Agreement is hereby approved in substantially the form attached hereto as Exhibit “A,” subject to approval by the Town Attorney as to form and legal sufficiency.

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

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

Sponsored by **Town Administration**

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 27th day of September, 2018.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

**COMBINED VOLUNTARY COOPERATION AND
OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT
BETWEEN
THE CITY OF MIAMI, FLORIDA AND
THE TOWN OF GOLDEN BEACH, FLORIDA**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement is made as of this ____ day of _____, 2018, by and between the CITY OF MIAMI, FLORIDA, a Florida municipal corporation, having its principal office at 3500 Pan American Drive, Miami, Florida 33133, and the TOWN OF GOLDEN BEACH, FLORIDA, a Florida municipal corporation having its principal office at 1 Golden Beach Drive, Golden Beach, Florida 33160, and states as follows:

WHEREAS, it is the responsibility of the governments of the City of Miami, Florida, and the Town of Golden Beach, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the City of Miami Police Department or the Town of Golden Beach Police Department; and

WHEREAS, the City of Miami and the Town of Golden Beach are so located in relation to each other that it is in the best interest and advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the people; and

- (2) Intensive situations including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, Florida Statutes; and
- (3) Joint provision of certain law enforcement services specified herein and allowed pursuant to Florida Statute 166.0495; and

WHEREAS, the City of Miami and the Town of Golden Beach have the authority under The Mutual Aid Act, Chapter 23, Part I, Florida Statutes, to enter into a combined mutual aid agreement for law enforcement services which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and
- (2) Provides for rendering of assistance in a law enforcement emergency.

NOW, THEREFORE, BE IT KNOWN, that the City of Miami, a political subdivision of the State of Florida, and the Town of Golden Beach, a political subdivision of the State of Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions.

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may provide voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. The nature of the law enforcement assistance to be rendered shall include but not be limited to:

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and the Town of Golden Beach for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for

example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction.

- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and the Town of Golden Beach for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer.
- c. Concurrent law enforcement jurisdiction in and upon the jurisdictional waters of the City of Miami and the Town of Golden Beach for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors and boating infractions.
- d. Participating in exigent situations, without the need for a formal request, including, but not limited to, area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, requests for assistance when no available local units are nearby, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
- e. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and the Town of Golden Beach for investigations of homicides, sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes, and inter-agency task forces and/or joint investigations.

Prior to any officer taking enforcement action pursuant to paragraphs (a) through (e) above, the officer shall notify the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. If the agency having normal jurisdiction responds to the scene the assisting agency's officer may turn the situation over to them

and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken.

These provisions are not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural, technological or manmade disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.

10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, marine patrol, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.
17. Off-duty special events.
18. DUI Checkpoints.

SECTION III: PROCEDURE FOR REQUESTING OPERATIONAL ASSISTANCE

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee. The Chief of Police, or designee, of the agency whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

2. The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

3. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such reporting instructions, personnel will report to the ranking on-duty supervisor on the scene.

4. Communications instructions should be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.

5. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency or Chief of Police involved.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

a. COMMAND:

The personnel and equipment that are assigned by the assisting Chief of Police shall be under the immediate command of a supervising officer designated by the assisting Chief of Police. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

b. CONFLICTS:

Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standing operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

c. HANDLING COMPLAINTS:

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the Chief of Police or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Chief of Police or designee of the requesting agency should ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation; and

4. The identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

a. Employees of the City of Miami and the Town of Golden Beach when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Fla. Stat. (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

b. Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

c. The political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

d. The political subdivision furnishing aid pursuant to this agreement shall compensate its employees during the time of the rendering of aid and shall defray (provide for the payment of) the actual travel and maintenance expenses of its employees while they are rendering aid, including any amounts paid or due for compensation for personal injury or death while its employees are rendering aid.

e. The privileges and immunities from liability, exemption from laws, ordinances and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. This section applies to paid, volunteer, reserve and auxiliary employees.

f. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: FORFEITURES

It is recognized that during the course of the operation of this agreement, property subject to forfeiture under Sections 932.701- 932.707, Florida Statutes, known as the "Florida Contraband Forfeiture Act," may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency pursuant of the provisions of the "Florida Contraband Forfeiture Act."

SECTION VIII: INSURANCE

Each political subdivision shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28, Florida Statutes, in an amount which is, in the judgment of the governing body of that political subdivision, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of the notice or actual knowledge of such change.

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until November 1, 2023. Under no circumstances may this agreement be renewed, amended or extended except in writing.

SECTION X: CANCELLATION

Either party may cancel its participation in this agreement upon delivery of written notice to the other political subdivision.

IN WITNESS WHEREOF, the parties hereto cause to these presents to be signed on the date first written above.

AGREED AND ACKNOWLEDGED this _____ day of _____, 2018.

ALEXANDER DIAZ
Town Manager
Town of Golden Beach
Date: _____

ATTEST:

LISSETTE PEREZ
Town Clerk
Town of Golden Beach

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

STEPHEN HELFMAN
Town Attorney



RUDY HERBELLO
Chief of Police
Town of Golden Beach

EMILIO T. GONZÁLEZ
City Manager
City of Miami
Date: _____

ATTEST:

TODD B. HANNON
City Clerk
City of Miami

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

VICTORIA MÉNDEZ
City Attorney

JORGE R. COLINA
Chief of Police
City of Miami

APPROVED AS TO INSURANCE
REQUIREMENTS:

ANN-MARIE SHARPE
Risk Management Director
City of Miami, Florida



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 27, 2018

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

6

Subject: Resolution No. 2574.18 - Approving a Mutual Aid Agreement
with the City of Sweetwater

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2574.18 as presented.

Background:

The Town of Golden Beach has entered into a number of mutual aid agreements which enable the Police Department to receive assistance from other agencies and to aid those agencies when they request it. This agreement provides for the Police Department to request assistance from and to provide assistance to the City of Sweetwater Police Department.

Fiscal Impact:

None.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2574.18

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

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the “Town”) wishes to enter into a Mutual Aid Agreement (the “Agreement”) with the City of Sweetwater, Florida, attached to this Resolution as Exhibit “A” between the Town of Golden Beach and the City of Sweetwater, described and outlined in the attached Agenda Item Report; and

WHEREAS, the Town of Golden Beach Council believes that it is in the best interest to enter into the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE 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. Agreement Approved. That the Agreement is hereby approved in substantially the form attached hereto as Exhibit “A,” subject to approval by the Town Attorney as to form and legal sufficiency.

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

Section 4. Effective Date. That this resolution shall become effective

immediately upon approval of the Town Council.

Sponsored by Town Administration

The Motion to adopt the foregoing Resolution was offered by _____.

seconded by _____ and on roll call the following vote ensued:

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 27th day of September, 2018.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

FN

MUTUAL AID AGREEMENT

BETWEEN THE CITY OF SWEETWATER AND THE TOWN OF GOLDEN BEACH

Whereas, it is the responsibility of the governments of the City of Sweetwater, and the Town of Golden Beach, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

Whereas, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the City of Sweetwater Police Department or the Town of Golden Beach Police Department; and

Whereas, in order to ensure that the resources of these law enforcement agencies will be adequate to address any and all these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Sweetwater and the Town of Golden Beach; and

Whereas, City of Sweetwater and the Town of Golden Beach have the authority under Chapter 23, *Florida Statutes*, the "Florida Mutual Aid Act," to enter into this Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN that the City of Sweetwater and the Town of Golden Beach, municipal corporations of the State of Florida, by and through their undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short title:** Mutual Aid Agreement.
2. **Description:** This Mutual Aid Agreement ("Agreement") provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations; thus, this Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, *Florida Statutes*.

Res # 4387

3. **Definitions:**

- a. **Joint Declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned police agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective municipalities and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented by mutual agreement at any time, upon filing a subsequent declaration with the clerks of the respective municipalities. A copy of the Joint Declaration is attached hereto as Exhibit "A."
- b. **Law Enforcement Agencies:** The Police Department of the City of Sweetwater and/or the Police Department of the Town of Golden Beach.
- ✓ c. **Agency Head:** Either the Chief of the City of Sweetwater Police Department or the Chief's designees; and the Chief of the Town of Golden Beach Police Department, or the Chief's designees.
- d. **Participating Municipal Police Department:** The Police Department of any municipality in Sweetwater-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of that municipality.
- e. **Certified Law Enforcement Employee:** Any law enforcement employee certified as provided in Chapter 943, *Florida Statutes*.

4. **Operations:**

- a. In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the Police Department requiring assistance shall notify the Agency from whom such assistance is requested. The authorized Agency Representative whose assistance is sought shall evaluate the situation and his/her available resources, and will respond in a manner

deemed appropriate. The Agency Head's decision in this regard shall be final.

- b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- c. The Agency Heads of the participating Law Enforcement Agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting Agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing Agency.

5. **Powers, Privileges, Immunities, and Costs:**

- a. All employees of the participating Law Enforcement Agencies, including Certified Law Enforcement Employees, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employed municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, *Florida Statutes*, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the municipality in which they are normally employed. Should a violation of Florida law occur in the presence of a Certified Law Enforcement Employee representing his/her respective Law Enforcement Agency in furtherance of this Agreement, he/she shall be empowered to render enforcement assistance and act in accordance with Florida law.

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- b. Each party agrees to furnish equipment, resources and facilities, and to render services to the other party to this Agreement as provided for herein; provided, however, that no party shall be required to unreasonably deplete its own equipment, resources, facilities and services in furnishing such mutual aid.
 - c. The municipality having financial responsibility for the Law Enforcement Agency providing services, personnel, equipment, or facilities pursuant to provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
 - d. The municipality having financial responsibility for the Law Enforcement Agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement during the time of the rendering of such aid and shall defray actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid, and also include all benefits normally due such employees. Notwithstanding the foregoing, if the requesting Law Enforcement Agency receives compensation from the Federal Emergency Management Agency, the requesting Law Enforcement Agency may compensate the assisting Law Enforcement Agency during the time of the rendering of such aid and may defray the actual travel and maintenance expenses of the Certified Law Enforcement Employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such Certified Law Enforcement Employees are rendering such aid pursuant to this Agreement.
 - d. All of the privileges and immunities from liability, exemption from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to

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the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of this Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

- f. Nothing herein shall prevent the Agency requesting assistance under this Agreement to request supplemental appropriations from its City Council to reimburse the assisting Agency for any actual costs or expenses incurred in providing such assistance.

6. **Indemnification:** The municipality having financial responsibility for the Law Enforcement Agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting Law Enforcement Agency and its municipality in any suit, actions, or claim for damages resulting from any and all acts or conduct of employees of said providing Agency while providing aid pursuant to this Agreement, subject to Chapter 768, *Florida Statutes*, where applicable. Nothing contained in this Agreement shall be construed or interpreted to be a waiver of sovereign immunity by either party.


7. **Forfeitures:** It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. Any participating agency must request sharing, in writing before the entry of the Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or settlement. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions and provisions in Chapter 23, *Florida Statutes*.


9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing by both parties, through and including, April 30, 2023. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.


10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party.

AGREED TO AND ACKNOWLEDGED this 2nd day of April, 2018.

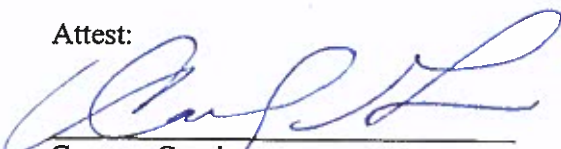

Orlando Lopez, Mayor
City of Sweetwater, Florida
Date: 4-2-2018

Glenn Singer, Mayor
Town of Golden Beach, Florida
Date: _____


Placido Diaz
Chief of Police
City of Sweetwater, Florida
Date: 4-2-2018


Rudy Herbello
Chief of Police
Town of Golden Beach, Florida
Date: 8/28/2018


Attest:


Carmen Garcia
City Clerk
City of Sweetwater, Florida
Date: 4-2-2018

Attest:

Lissette Perez
Town Clerk
Town of Golden Beach, Florida
Date: _____

Approved as to form and legal sufficiency:


Guillermo Cuadra
City Attorney
Date: 4-2-2018

Approved as to form and legal sufficiency:

Stephen J. Helfman
Town Attorney
Date: _____

EXHIBIT "A"**JOINT DECLARATION OF THE CHIEF OF POLICE OF THE CITY OF
SWEETWATER POLICE DEPARTMENT AND THE CHIEF OF POLICE OF THE
TOWN OF GOLDEN BEACH POLICE DEPARTMENT PURSUANT TO MUTUAL
AID AGREEMENT**

A Police Officer of either of the participating Law Enforcement Agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- Participating in law enforcement activities that are pre-planned and approved by each respective Agency Head, or
- Appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the City of Sweetwater and the Town of Golden Beach, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs by subsequent declarations.


- 1) Joint multi-jurisdiction criminal investigations.
- 2) Civil affray or disobedience, disturbance, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
- 3) Any natural disaster.
- 4) Incidents that require rescue operations and crowd traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous, waste spills, and electrical power failures.
- 5) Terrorist activities including, but not limited to, acts of sabotage.
- 6) Escapes from or disturbances within detention facilities.
- 7) Hostage and barricaded subject situations, and aircraft piracy.
- 8) Control of major crimes scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons' calls.
- 9) Enemy attack.
- 10) Transportation of evidence requiring security.

- 11) Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
- 12) Security and escort duties for dignitaries.
- 13) Emergency situations in which one agency cannot perform its functional objective.
- 14) Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
- 15) Joint training in areas of mutual need.
- 16) Participating in exigent situations, without the need for a formal request, which situations are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, request for assistance when no available units are nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
- 17) Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the respective jurisdictional municipal boundaries.

The following procedures will apply in mutual aid operations:


- 1) Mutual aid requested or rendered will be approved by the Chief of Police designee. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking On-duty Supervisor on the scene.
- 2) Communications instructions will be included in each request for mutual aid and the **Miami Dade Police Department Communications Bureau** will maintain radio contact with the involved Agencies until the mutual aid situation has ended.
- 3) Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures.

[SIGNATURES ON FOLLOWING PAGE]



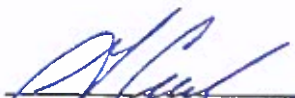
Placido Diaz
Chief of Police
City of Sweetwater, Florida
Date: 4-2-2018

Attest:

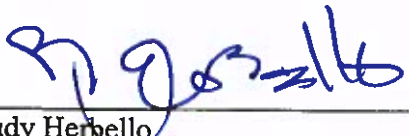


Carmen Garcia
City Clerk
City of Sweetwater, Florida
Date: 4-2-2018

Approved as to form and
Legal sufficiency:



Guillermo Cuadra
City Attorney
Date: 4-2-2018



Rudy Herbello
Chief of Police
Town of Golden Beach, Florida
Date: 4/28/2018

Attest:

Lissette Perez
City Clerk
Town of Golden Beach, Florida
Date: _____

Approved as to form and
legal sufficiency:

Stephen J. Helfman
City Attorney
Date: _____



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 27, 2018

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

7

Subject: Resolution No. 2575.18- Recommended Surplus of Six Police
Vehicles from the Town Fleet

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2575.18 as presented.

Background:

Police Vehicles #101 2007 Ford Explorer 1FMEU63E47UB78318, #111 2008 Ford Explorer 1FMEU63E48UB32346, #112 2008 Ford Explorer 1FMEU63E68UB32345, #114 2008 Ford Explorer 1FMEU63EX8UB32347, #116 2010 Ford Explorer 1FMEU6DE3AUA20901, and #149 2010 Ford Explorer 1FTRF128X9KB37284 – all the above mentioned vehicles are white in color 2 wheel drive models. The vehicles were used by the Police Department for patrol. The vehicles undercarriage has visible rust and some mechanical needs from Transmission repairs to Motor and accessorily repairs. Vehicle mileage varies from 90,000 to over 130,000 approximately. It is recommended for surplus from the Town's fleet due to overall deteriorating mechanical condition.

Fiscal Impact:

No cost to the Town as these vehicles are to be donated to the Sweetwater Police Department and the Biscayne Park Police Department.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2575.18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE DONATION OF SIX SURPLUS POLICE VEHICLE FROM THE TOWN'S VEHICLE FLEET; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under Florida State Statutes, the Town's Ordinances under Sec. 2-306 and 2-308, provide for the Town to sell or donate surplus property, and;

WHEREAS, Town Police Chief, Rudy Herbello evaluated Police Vehicles #101 2007 Ford Explorer 1FMEU63E47UB78318, #111 2008 Ford Explorer 1FMEU63E48UB32346, #112 2008 Ford Explorer 1FMEU63E68UB32345, #114 2008 Ford Explorer 1FMEU63EX8UB32347, #116 2010 Ford Explorer 1FMEU6DE3AUA20901, and #149 2010 Ford Explorer 1FTRF128X9KB37284, all vehicles are white in color with above identification numbers, for their continued use by the Town's employees and;

WHEREAS, the above referenced department head determined the Vehicle is no longer cost effective for the Town to maintain and operate and are surplus to the needs of the Town;

WHEREAS, the above referenced department head reported this determination to Town Manager Alexander Diaz; and

WHEREAS, Town Manager Alexander Diaz has reviewed their determination regarding the Vehicle and concurs in their assessments and;

WHEREAS, the Town Council concurs in their assessments, finds that the Vehicles to be donated to the Sweetwater Police Department and Biscayne Park Police Department for a nominal fee; and

WHEREAS, the Town Council finds that the surplus of this Vehicle 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 to Donate. The Vehicle is hereby declared surplus to the Town's needs and donation of this vehicle to the Sweetwater Police Department and Biscayne Park Police Department for a nominal fee, in accordance with Section 2-308 of the town's Code of Ordinances, is hereby authorized and approved.

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

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden
Beach, Florida, this 27th day of September, 2018.

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

MEMORANDUM

Date: September 27, 2018

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

8

Subject: Resolution No. 2576.18 – Authorizing the Mayor to Award a one-time bonus to the Employees of the Town of Golden Beach

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2576.18 as presented.

Background:

The Amendment "Trues-Up" our Revenues and Expenditures as described in the attached; it also captures expenses associated with Hurricane Irma that were not budgeted in the current budget.

The resolution also allows for the annual bonus for our employees. As you are aware, I did away with merit increases for our employees in 2008, since that time, we recognize the efforts of our employees by giving annual bonuses.

I am recommending that we acknowledge their hard-work and dedication to the Town by awarding the bonus to all Employees and myself, as outlined in Attachment A (with changes, if needed) in an amount not to exceed \$XX,XXX.

Fiscal Impact:

An amount not to exceed \$XX,XXX transferred in part from the contingency fund or Departmental Funds if needed and applied to specific Department Funds accordingly. The non-bonus amendments as described in the amendment.

Attachment “A”

We will provide 48- Hours Prior to the Meeting; I am finalizing numbers with staff and Mayor.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2576.18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #1 TO THE 2017-2018 FISCAL YEAR OPERATING BUDGET FOR THE PURPOSES OF AWARDED EMPLOYEE BONUSES AND AMENDING THE ORIGINALLY ADOPTED BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the "Town") adopted an Operating Budget for the 2017-2018 Fiscal Year; and

WHEREAS, the Town Manager has recommended certain amendments as described in the September 27, 2018 Memorandum attached to this Resolution as Exhibit "A"; and

WHEREAS, the amendments pertain to capturing expenditures related to Hurricane Irma, Increasing Department Budgets, and providing a one-time bonus for all employees, including the Town Manager for their performance during the 2017-2018 Fiscal Year; and

WHEREAS, the amendments also provide for an increase to the revenues and expenditures of particular departments as described in Exhibit "A"; and

WHEREAS, the Town Council finds that the proposed amendments are in the best interest of the Town.

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

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

Section 2. Amendment. The 2017-2018 Fiscal Year Operating Budget is hereby amended as reflected on Exhibit "A" to this Resolution and the funds are appropriated for the

purposes therein.

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

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

Sponsored by the **Town Administration.**

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 27th day of September, 2018.

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

MEMORANDUM

Date: September 27, 2018

To: Town Council Members

From: Honorable Glenn Singer
Town Mayor

Subject: Resolution No. 2577.8- Approval of an Amendment to the
Town's Manager's Employment Agreement

Item Number:

9

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2577.18 as presented.

Background:

Alexander Diaz has been serving as our Town Manager since his appointment in March of 2007. During his tenure, the Town has realized significant improvements in both the values of our community and the infrastructure of our Town. In a little less than 10 years, the manager has been able to leverage a \$14.5 million dollar General Obligation Bond to execute and deliver over \$44 million dollars in projects. He has been able to do so all while lowering the Town's millage rate. The list of the Manager's accomplishments are too great to list individually but there is no doubt that through his leadership the Town has developed into the beautiful community that it is today.

The Manager has requested that the Town re-evaluate and amend his current contract, which expired in 2013 (attached). After considering his request and negotiating (down) some of the terms he was seeking, we were able to agree to the concessions found in the attached Amendment.

Fiscal Impact:

The Amendment provides for a salary increase, re-instates a CIP bonus, and makes some changes to the benefits as enumerated in the attached Employment Agreement Amendment.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2577.18

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE TOWN MANAGER'S EMPLOYMENT AGREEMENT ATTACHED AS EXHIBIT "A" TO THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Alexander Diaz is employed by the Town of Golden Beach (the "Town") as Town Manager pursuant to an Employment Agreement effective from and after November 10, 2010 (the "Agreement"); and

WHEREAS, the Town Council and the Town Manager wish to amend the Agreement by entering into the Amendment to Town Manager's Employment Agreement attached hereto as Exhibit "A" to this Resolution.

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

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

Section 2. Approval. The Town Council approves the Amendment to Town Manager's Employment Agreement attached hereto as Exhibit "A."

Section 3. 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 Jaime Mendal _____
Councilmember Judy Lusskin _____
Councilmember Kenneth Bernstein _____
Councilmember Amy Isackson-Rojas _____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida this 27th day of September, 2018.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

AMENDMENT TO EMPLOYMENT AGREEMENT
TOWN MANAGER

This Amendment to Employment Agreement (“the Amendment”) is made and entered into this _____ day of _____, 2018, between the Town of Golden Beach, a Florida municipal corporation, (the “Town”) and Alexander Diaz (the “Employee”).

RECITALS

WHEREAS, Section 5.01 of the Town Charter (the “Charter”) requires that there shall be a Town Manager who is the Chief Administrative Officer of the Town;

WHEREAS, the Town Council entered into an Employment Agreement (the “Agreement”) engaging the services of the Employee as the Town Manager and the Employee accepting this employment; and

WHEREAS, the Town and the Employee wish to revise the Agreement to address the Employee’s annual compensation for the following three (3) years, the provision of retirement benefits consistent with previously approved action taken by the Town Council and the modification of certain fringe benefits.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the Town and the Employee agree as follows:

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Agreement Amended¹: That Sections 5.3, 5.5, 8, 9.1, 14.1 and 14.2 of the Agreement are hereby amended to read as follows:

5.3 In addition to salary increases granted pursuant to subsection 5.2, the Employee shall receive the following annual increases upon the Town Council’s approval pursuant to the terms of Section 6 of this Agreement: five percent (5%) upon the adoption of this Amendment, zero percent (0%) in 2019 and five percent (5%) in 2020. Except for the increase provided upon the adoption of this Amendment, the Town Council shall make its determination each year on or around the anniversary of this Amendment, but before the conclusion of the Town’s annual Budget Process. ~~during the second and third year of the Agreement, the Town Council may evaluate the performance of the Employee to determine any~~

¹ Words ~~stricken~~ are deletions; words underlined are additions.

~~adjustment in annual salary and/or benefits at least once annually on or before the Town's annual Budget Process (September 2011 and September 2012) pursuant to the terms of Section 6 of this Agreement. Any additional adjustment in said annual salary and/or benefits shall be based upon the result of the performance evaluation, but in no event will the Employee's salary be reduced below the annual salary provided for in Section 5.1 above.~~

5.5 ~~On February 1, 2011 For Fiscal Years 2018, 2019 and 2020,~~ the Employee will be entitled to an annual bonus payment of ~~Twenty-Five-Fifteen~~ Thousand Dollars and No Cents (\$~~25~~15,000.00) for his performance in overseeing the successful completion of the Town's Capital Improvement Project ("CIP"). The granting of this bonus will be at the reasonable discretion of the Town Council and based upon the degree to which the Employee's personal efforts contributed to the timely and cost efficient completion of the CIP.

8 The Employee shall be provided with an annual vehicle allowance of Thirteen Thousand Three Hundred and Forty Three Dollars and No Cents (\$13,343.00) during the Agreement term. The ~~Town Employee~~ shall be financially responsible for all maintenance, insurance, and other costs associated with ~~the Employee's his~~ vehicle, which is consistent with the Town's obligations relative to its take-home vehicle program/policy.

9.1 ~~The Town shall deposit regular contributions in an amount equal to the maximum employee contributions permitted by IRS regulations (which as of the date of this Agreement is Sixteen Thousand Five Hundred Dollars and No Cents (\$16,500.00) annually) into the Employee's 401(k) Deferred Compensation Fund account with the International City Manager Association Pension Fund.~~ The Employee shall be a Member of the Town of Golden Beach Employees Pension Plan (the "Plan") and accrue benefits for future Credited Service, and may elect to participate in the Deferred Retirement Option Plan (DROP) on the same terms and conditions as the DROP plan for Police Members, in accordance with Ordinance No. 576.17. The Town shall pay the corresponding increase to the Actuarially Determined Contribution.

14.1 The Town shall pay for all equipment, systems software, and portable communications equipment necessary for the Employee, subject to prior written approval of the Town Mayor. This will include a computer (desktop) for the Employee's Town Hall office which shall remain the property of the Town. This shall also include a computer (laptop) system for the Employee's use while on Town Travel or from the Employee's residence for the purpose of performing Town business during non-office hours. Upon separation of service from the Town, the laptop equipment shall become ~~remain~~ the property of the Employee ~~Town~~.

14.2 The Town shall provide the Employee portable communications equipment in the form of a Blackberry/cellular device and a mobile wireless air-card, subject to prior approval of the Town Mayor. The Employee will be allowed to secure service for this device under the Town communications plan or other plan approved by the Mayor, including employees' existing service plan. The device shall become ~~remain~~ the Employee's ~~Town's~~ property upon ~~the~~ his separation of service from the Town. The Employee, shall at his cost, be entitled to retain the phone numbers. The device and service shall be for Town business only, unless the service plan selected is for unlimited time.

Section 3. Conflicts. To the extent that any inconsistency exists between the terms of this Amendment and the terms of the Employment Agreement, the terms of this Amendment shall supersede and control. Terms not otherwise defined herein shall have the meaning set forth in the Employment Agreement. Except as specifically amended in this Amendment, the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town, by signature of the Mayor as authorized by the Town Council in accordance with Resolution No. _____ passed on _____, has executed this Agreement the day and year first above written.

TOWN OF GOLDEN BEACH

By: _____
Glenn Singer, Mayor

ATTEST:

Lisette Perez,
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF THE TOWN OF GOLDEN BEACH ONLY:**

Stephen J. Helfman,
Town Attorney

TOWN MANAGER

Alexander Diaz

Date _____

EMPLOYMENT AGREEMENT TOWN MANAGER

THIS AGREEMENT (the "Agreement") is made and entered into between the Town of Golden Beach (the "Town") and Alexander Diaz (the "Employee"):

BACKGROUND

The Town wants to employ the services of Alexander Diaz as Town Manager and the Employee wishes to accept employment as the Town Manager under the terms and conditions set forth herein. The Town and the Employee desire to provide for certain procedures and requirements regarding the employment of the Employee by the Town.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Employee agree to the following:

SECTION 1. DUTIES

The Town agrees to employ Alexander Diaz as Town Manager of the Town of Golden Beach to perform the duties and exercise the powers as prescribed by state law, the Town Charter and the Town Code, and to perform such other legally permissible and proper duties and functions as assigned by the Town Council from time to time.

SECTION 2. TERM AND COMMENCEMENT DATE

2.1 This Agreement shall have a term commencing on November 1, 2010 and ending on October 31, 2013, unless earlier terminated as provided in this Agreement.

2.2 Nothing in this Agreement shall prevent, limit or otherwise interfere with the absolute and unlimited right of the Town Council to terminate the services of the Employee at any time, with or without cause, subject only to the provisions set forth in Section 3 of this Agreement, and the obligation of the Town to provide the Employee with at least 30 days prior notice of termination.

SECTION 3. TERMINATION BY TOWN AND SEVERANCE PAY

3.1 If the Employee is terminated by the Town Council without cause during such time the Employee is willing and able to perform his duties under this Agreement, the Town agrees to pay the Employee a lump sum cash payment as set forth below ("Severance Pay"):

3.1.1 Six (6) months of his aggregate salary together with the pro-rata share of contributions under Section 9 of this Agreement if terminated during the first year of this Agreement.

3.1.2 Nine (9) months of his aggregate salary together with the pro-rata share of contributions under Section 9 of this Agreement if terminated during the second year of this Agreement .

3.1.3 Twelve (12) months of his aggregate salary together with the pro-rata share of contributions under Section 9 of this Agreement if terminated during the third year of this Agreement .

In such event, the Employee shall also receive payment for any and all accrued vacation, accrued sick leave, and floating holiday time in accordance with the Town's policies governing other general employees for the same time period provided for Severance Pay. Provided that Section 3.2 is not applicable, the Town shall also continue to provide medical coverage for the Employee for the same time period as required for Severance Pay, in the same manner and in the same amount as the Employee received at the time of termination, pursuant to subsections 10.1 and 10.3 below. Severance Pay shall be paid within 30 working days of termination. After the payments described above are made, the Town shall have no further financial obligation to Employee.

3.2 In the event the Employee is terminated with cause, including conduct unbecoming a public official, which shall include but not be limited to criminal conduct, the Town shall have no obligation to pay the Severance Pay designated in subsection 3.1 above. If the Employee's employment is terminated pursuant to this subsection, then the Town shall pay to the Employee only accrued vacation, accrued sick leave, and floating holiday time due to the Employee as of the date of termination. After the payment described in the immediately preceding sentence, the Town shall have no further financial obligation to the Employee pursuant to this Agreement.

SECTION 4. TERMINATION BY EMPLOYEE

In the event that the Employee voluntarily resigns his position, the Employee shall give the Town at least sixty (60) days written notice prior to the effective date of such resignation. If the Employee voluntarily resigns, the Employee shall not be entitled to receive Severance Pay, unless otherwise agreed to by the parties. However, the Employee shall be entitled to accrued vacation, accrued sick leave, and floating holiday time as of the date of resignation.

SECTION 5. COMPENSATION

5.1 The Employee's salary shall be One-Hundred Fifty-Five Thousand Four Hundred and Five Dollars and No Cents (\$155,405.00) per year, which shall be payable in installments at the same time as other Town employees are paid.

5.2 The Employee shall be entitled to receive the same cost of living increases as are granted to other non-bargaining unit Town employees, as granted from and after November 1, 2010.

5.3 In addition to salary increases granted pursuant to subsection 5.2, during the second and third year of the Agreement, the Town Council may evaluate the performance of the Employee to determine any adjustment in annual salary and/or benefits at least once annually on or before the Town's annual Budget Process (September 2011 and September 2012) pursuant to the terms of Section 6 of this Agreement. Any additional adjustment in said annual salary and/or benefits shall be based upon the result of the performance evaluation, but in no event will the Employee's salary be reduced below the annual salary provided for in Section 5.1 above.

5.4 The Employee may be entitled to an annual bonus of up to Twenty-Thousand Dollars and No Cents (\$20,000.00) at the sole discretion of the Mayor and Town Council. If the Mayor and Town Council determine that the Employee is entitled to an annual bonus, such bonus shall be paid to the Employee on or before September 30th of that year.

5.5 On February 1, 2011, the Employee will be entitled to a bonus payment of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) for his performance in overseeing the successful completion of the Town's Capital Improvement Project ("CIP"). The granting of this bonus will be at the reasonable discretion of the Town Council and based upon the degree to which the Employee's personal efforts contributed to the timely and cost efficient completion of the CIP.

SECTION 6. PERFORMANCE EVALUATION

6.1 The Town Council may review and evaluate the performance of the Employee at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Town and the Employee. Said criteria may be added to or deleted from as the Town Council may from time to time determine, in consultation with the Employee.

6.2 Prior to the beginning of each fiscal year, the Town Council and the Employee may define such goals and performance objectives which they determine necessary for the proper operation of the Town and in attainment of the Town Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations

provided.

6.3 In effecting the provisions of this section, the Town Council and the Employee mutually agree to abide by the provisions of applicable law.

SECTION 7. HOURS OF WORK

7.1 The Employee shall be classified as a full-time employee and must work a minimum of 40 hours per week. The Employee shall be on-call to handle Town emergencies. The Employee agrees to remain in the exclusive employ of the Town of Golden Beach and shall not accept any other employment during the term of this Agreement. Subject to the terms of this provision and applicable laws governing full-time employee's, the Town and the Town Mayor shall respect the Employee as a professional and shall allow him to manage his time within the terms of this provision. The Employee further agrees to devote that amount of time and energy which is reasonably necessary for the Employee to faithfully perform his duties under this Agreement.

7.2 The term "Employ" as used in Section 7.1 above, shall not be construed to include teaching, business (as related to active license(s) that the Employee has discussed and disclosed in the course of his hiring), writing, pro-bono activities, or consulting performed on time off, and all such activities shall be limited and subject to approval by the Mayor.

SECTION 8. AUTOMOBILE

The Employee shall be provided with an annual vehicle allowance of Thirteen Thousand Three Hundred and Forty Three Dollars and No Cents (\$13,343.00) during the Agreement term. The Employee shall be responsible for all maintenance, insurance, and other costs associated with his vehicle.

SECTION 9. RETIREMENT/DEFERRED COMPENSATION

9.1 The Town shall deposit regular contributions in an amount equal to the maximum employee contributions permitted by IRS regulations (which as of the date of this Agreement is Sixteen Thousand Five-Hundred Dollars and No Cents (\$16,500.00) annually) into the Employee's 401(k) Deferred Compensation Fund account with the International City Manager Association Pension Fund.

9.2 The Town shall contribute Seven Thousand Seven Hundred Dollars and No Cents (\$7,700.00) per year into the Employee's 457 Deferred Compensation Plan with the International City Manager Association Pension Fund. Said contribution shall be deposited in equal proportionate amounts on each pay period.

9.3 The Town shall contribute Eight Thousand Dollars and No Cents (\$8,000.00) per year into a Deferred Compensation plan or such other retirement plan or tax sheltered annuity program as may be designated by the Employee that complies with all Federal and State laws and regulations. Said contribution shall be deposited in equal proportionate amounts



monthly or quarterly as approved by the Mayor.

SECTION 10. INSURANCE

10.1 The Town shall provide the Employee with insurance benefits, including major medical, hospitalization, dental and optical insurance, in the same manner as provided to all other general Town employees. The Town shall be responsible for all costs associated with said coverage and shall pay 100% of all such Employee coverage from the provider offered by the Town.

10.2 The Employee shall also receive: (a) short-term and long-term disability insurance policies, with bridging, providing sixty-six percent (66%) of salary; and (b) term life insurance in the amount of the Employee's annual salary provided for in Section 5.1 above.

10.3 The Town shall make the required insurance premium payments for the Employee's insurance benefits outlined above.

SECTION 11. INDEMNIFICATION

Subject to applicable laws, the Town shall indemnify and defend the Employee against any tort, professional liability claim, demand or any other legal action (groundless or otherwise) arising out of an alleged act or omission occurring within the scope of the Employee's performance of his official duties as Town Manager, except for intentional acts or grossly negligent acts or omission, and except for acts outside the scope of his duties and responsibilities.

SECTION 12. VACATION, SICK LEAVE AND HOLIDAYS

12.1. Vacation. The Employee shall be entitled to four weeks of vacation per year, accrued in the same manner as other general employees. The Employee shall schedule vacation(s) at a time(s) approved by the Mayor.

12.2 Sick Leave. The Employee shall be entitled to two weeks of sick leave per year, accrued in the same manner as other general employees.

12.3 Administrative Leave. At the sole discretion of the Mayor, the Employee may be provided with up to forty (40) hours of paid administrative leave where such leave would have no adverse impact upon the operation of the Town government.

SECTION 13. PROFESSIONAL DEVELOPMENT

13.1 Subject to Town policy and state law, the Town agrees to pay the reasonable professional dues and subscriptions of the Employee necessary for his participation as a member in national, regional, state and local professional associations and organizations necessary and desirable for his professional participation, growth and advancement, and for the good of the Town. Employee shall not hold office in any local, state, regional or national

professional association or organization without prior approval of the Town Council.

13.2 Subject to Town policy and state law, the Town agrees to pay for the Employee's reasonable and customary travel and subsistence expenses for official travel, meetings, and seminars necessary to pursue professional, official or other Town functions, subject to the condition that all such travel and expenses must be pre-approved by the Mayor or the Town Council.

13.3 Subject to the Town Mayor's prior written approval, the Town agrees to pay for the Employee's reasonable and customary travel and subsistence expenses for those courses, institutes, and seminars that are necessary for professional development and for the good of the Employee in the performance of his Town duties.

13.4 The Town shall bear the full cost of any fidelity or other bond required of the Employee under any law or ordinance.

13.5 The Town recognizes that certain incidental out-of-pocket expenses of a non-personal and generally job affiliated nature (i.e. parking, tolls, etc.) may be incurred by the Employee and hereby agrees to reimburse or pay documented general expenses upon submittal of appropriate receipts approved by the Mayor.

SECTION 14. COMPUTER/EQUIPMENT

14.1 The Town shall pay for all equipment, systems software, and portable communications equipment necessary for the Employee, subject to prior written approval of the Town Mayor. This will include a computer (desktop) for the Employee's Town Hall office which shall remain the property of the Town. This shall also include a computer (laptop) system for the Employee's use while on Town Travel or from the Employee's residence for the purpose of performing Town business during non-office hours. Upon separation of service from the Town, the laptop equipment shall remain the property of the Town.

14.2 The Town shall provide the Employee portable communications equipment in the form of a Blackberry/cellular device and a mobile wireless air-card, subject to prior approval of the Town Mayor. The Employee will be allowed to secure service for this device under the Town communications plan or other plan approved by the Mayor, including employees' existing service plan. The device shall remain the Town's property upon the separation of service from the Town. The Employee, shall at his cost, be entitled to retain the phone numbers. The device and service shall be for Town business only, unless the service plan selected is for unlimited time.

SECTION 15. NOTICE

Notices pursuant to this Agreement shall be given by certified mail through United States Postal Service delivery, addressed as follows:

A handwritten signature in blue ink, consisting of a stylized 'V' or 'U' shape with a long horizontal stroke extending to the right.

Town

Town Mayor
Town of Golden Beach
1 Golden Beach Drive
Golden Beach, Florida 33160

Employee

Alexander Diaz
700 N.E. 63rd Street
Penthouse D-5
Miami, Florida 33138

Town Attorney

Weiss, Serota, Helfman, Pastoriza & Guedes, P.L.
2525 Ponce De Leon Boulevard, Suite 700
Coral Gables, Florida 33134

SECTION 16. OTHER TERMS AND CONDITIONS

16.1 This Agreement supersedes any oral representation and/or other prior written agreements, including the Employee's prior employment agreement with the Town dated May 15, 2007, as amended on February 5, 2008.

16.2 If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

16.3 The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

16.4 The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.

16.5 This Agreement contains the entire agreement of the parties. It may not be changed orally, but only by an amendment in writing signed by the parties hereto.

16.6 This Agreement shall be governed by Florida law.

16.7 The parties waive the privilege of venue and agree that any litigation involving this Agreement shall take place in the Eleventh Judicial circuit in and for Miami-Dade County, Florida, or in Federal Court, the Court for the Southern District of Florida.

16.8 This Agreement shall be effective from and after November 1, 2010.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed, in duplicate, on the day and year first written above.

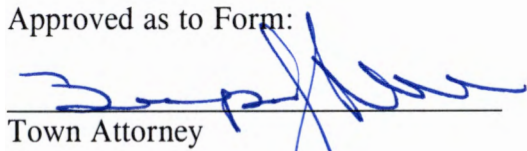


Attest:


Interim Town Clerk

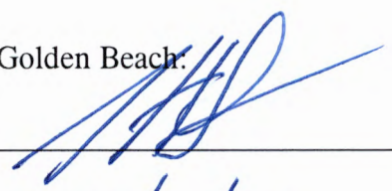
Date: 12/01/2010

Approved as to Form:


Town Attorney


Date: 12/02/2010

Town of Golden Beach:

By: 
Mayor

Date: 11/29/2010

Employee:


Alexander Diaz

Date: _____

