



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160


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## MEMORANDUM

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**Date:** November 20, 2018

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

**From:** Lissette Perez,   
Town Clerk

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

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Item Numbers:

3 & 4

### **Recommendation:**

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

- September 27, 2018 Final Budget Hearing & Special Town Council Meeting
- October 30, 2018 Special Town Council Meeting



## **TOWN OF GOLDEN BEACH**

One Golden Beach Drive  
Golden Beach, FL 33160

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

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

Mayor Singer called the meeting to order at 7:07 p.m.

### **B. ROLL CALL**

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

**Staff Present:** Town Manager Alexander Diaz, Town Attorney Steve Helfman, Finance Director Maria D. Camacho, Lt. Yovany Diaz, Town Clerk, Lissette Perez.

### **C. PLEDGE OF ALLEGIANCE**

Lt. Diaz led the 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

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Bernstein.

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>

The motion passed.

**Town Manager** read into the record the Town's millage rate.

**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

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Rojas.

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>

The motion passed.

**Town Manager** spoke briefly on the budget. Town intends to commence the canal maintenance program, a center island pump station program, an A1A corridor study, and the Town Hall master plan study. No changes from the last budget hearing to this budget hearing.

**E. PRESENTATIONS / TOWN PROCLAMATIONS**

None

## **F. MOTION TO SET THE AGENDA**

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

**Town Manager** stated that Item #8 had a scribblers error stating amendment #1 when it is actually amendment #2. Also the memo for that item has XXX's where the dollar value is supposed to be. Those values will be filled in this evening.

## **G. GOOD AND WELFARE**

None

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

Congratulated staff and fellow councilmembers for keeping the millage rate the same it has been in the previous years, while at the same time not increasing our tax rate, and still improving the Towns services and facilities at no cost to the residents. Stated that the beach pavilion is pretty much completed and the actual building should be completed in the next two weeks. The job came out phenomenal and he has received compliments from residents about how pleased they are. The guard house and Tweddle Park are also projects that we have endeavored in the past few months, both of those projects are completed, just a couple of touch ups left. All of the Town projects came in at, or below the budgeted amounts. He believes everyone would agree that when you drive through the Town its very appealing, getting better and better with time, and he is very proud of how everything came out. We still have a lot of work to do, not only with the additional projects but at the same time maintaining all the work we've done. It is one thing to do a Capital Improvement Project, and another to not keep up with it and have to address it after two years because we have not maintained it. Stated that he and the Town Manager assure the residents that they will stay on top of the projects making sure they are well maintained. The lighting project is moving slower than anticipated; the hurricane had some effect on it; and some of the FPL work crews had to go up to the Carolinas to help out. The Town Manager will give an update but he is sure it will be done on schedule and within our budget. Mentioned the 5k event, stating that we have had better participation in the years passed but we will continue that project and he knows that everyone had fun after talking to some of the participants. Thanked the 5k committee and participants, stating that it is another great amenity offered to the Town residents that brings the community together. Today was dogs on the beach, there were not as many dogs out but that could be due to the council meeting or maybe not publicized enough. Not sure, but hopefully next quarter we will get additional participation. It was a successful event, there were no incidents, and the dogs really enjoyed it.

## **I. COUNCIL COMMENTS**

### **Councilwoman Lusskin**

Stated that first thing she has on her list are the streetlights, it is still very dark and she is receiving many phone calls about it. She never thought of it but it makes sense that many of the FPL crews would go to the Carolinas, but it is dark and she will wait for the Town Manager's report on that. She briefly spoke about the residents on the ocean

side, stating that she had spoken to some of them and they have been very upset due to the conditions of the ocean lately. She expressed that many of the residents are pleased with the Town informing them right away via Town website or local channel about the ocean closures, but the residents on the ocean side feel very left out. She also agreed that their needs are different from those on the inside of Town. She asked what happened to what the Town talked about in regards to putting numbers or some sort of designation on the back of their home so that when a police officer is patrolling they know which home they are in the back of.

**Town Manager** stated we did put signs up, but the problem is Hurricane Irma took them all down.

**Councilwoman Lusskin** also stated that she knows we do not have an answer to this issue but the ocean residents are upset about the cleanliness of the beach. She is reading articles in regards to it and wants to know if we can piggy back on another city to get something like a mechanical rake that can be attached to the back of a vehicle that can help keep the beach clean. Residents also talk about security, she knows we added more cameras for them but they occasionally say that they wish when the police drive through they would go a bit slower and make a better attempt to look at the back of their homes. She thanked the Town staff on the fact that when the beach does close, within fifteen minutes the Town begins to make robo-calls out to the residents, she knows that that is a difficult task and it is greatly appreciated by everybody. Finally, she stated that she just doesn't want the ocean residents to feel that they do not get as much attention as the inside of Town gets, they don't receive the reminders that we do such as the signs that there will be a council meeting all along Golden Beach Drive.

### **Councilwoman Rojas**

No comments

### **Vice Mayor Mendal**

Thanked the Administration, Finance Director, Town Manager, and Town Clerk for putting together the budget, he really appreciates it. Reminded the Manager if he could take a look at the speed tables on A1A and look into removing them or maybe the noise can be reduced as he has had a few complaints. He has received a few comments regarding Town Hall and its position within the budget. He knows we spoke about it briefly at the last meeting and will be speaking more at the October meeting, and reiterated that it is still a priority. Although it is budgeted for only \$40,000, that is because we are in the beginning stages and do not need to allocate more yet. He believes it is still a priority for the Council and himself.

### **Councilmember Bernstein**

Stated the main issue he is focused on right now is the lighting but he understands with the hurricane we cannot control FPL. The beach he empathizes with not only the residents on the beach but everybody in Golden Beach, it is a problem not only in Golden Beach but all over Miami. He thinks that the Town is doing everything they possibly can. We have talked about many different options, but it is much bigger than our little Town. But they are all trying to figure out what to do with it. Also, asked the Town Manager to bring everyone up to speed about the completion of the pavilion because residents are asking about it.

## **J. TOWN MANAGER REPORT**

Spoke on the beach pavilion project, it has suffered a few setbacks but we are still within our deliverable time period. Our own residents have been calling the state and the Department of Historic Preservation which has caused them to put red tags or stop the project in ensuring that we are delivering the project to its original historic nature. This week they started the pattern cutting into the floor of the pavilion that pattern was just approved by the county this past Monday. The Manager stated that he has rejected some of the work by the contractor and asked them to go back and redo some of the finishing touches on the columns and walls. He is told that it will take about two more weeks for what we want correctly to be done. We are having trouble finding the lights for the pavilion so the Mayor and him decided they will refurbish and re-powder coat the current lights to reuse. They will be the original lights from the 1940's. Restated that some of the set backs are due to residents calling the county, which he encourages people to check and make sure we are not doing anything wrong or illegal, but it does cause delays.

As it relates to streetlights a couple important things to know is that the project does have a before the end of the year completion date, although we are trying to complete it by October 31<sup>st</sup>. The project has suffered some setbacks because of the hurricane. All the FPL crews that were working are contractors, and if you can get triple the contract rate in the Carolinas versus the standard rate here you're typically going to go to the Carolinas. Stated that he had a conference call with the FPL team this week and they promised to get new crews in Town this week even if they have to use their own men and women to connect our system. In the interim asked them if they do not have crews in Town by next Monday, we want what they call horse lights, which are lights brought in on trailers to set up on the south side of Town, because he recognizes how dark it is.

Town Manager stated that he wants our residents to know that the Town has been paying off duty officers and over time for extra police to be patrolling the south side of Town while we have been dark. It is not that we went dark and forgot about the safety, we actually have additional police patrolling those areas, to make sure our residents feel safe and know that we are watching out for them. FPL also wanted the Manager to make sure that the council is aware that when we switch from hand digging to vacuum digging they ended up incurring an additional \$90,000 in cost. However, FPL is not increasing their costs by an extra \$90,000. So, when the Mayor said earlier that we are still under budget or on budget we are. FPL was able to eat that loss of going with a vacuum truck.

**Councilmember Lusskin** asked if that is for the digging to install the new lights.

**Town Manager** stated that is correct, because they were hitting to many gas lines.

**Town Manager** stated that in the contract there is language as it relates to acts of nature and acts of God that prevent them. Our project with FPL is a cooperative deal, we do have protection in terms of delivery, amount of lights, and control over design but there are no penalties if they are late. But we are pushing to make sure the system is put in and he has been given an assurance that it will be in by October 31<sup>st</sup>. Reminded residents that all of the lights are here, it is now just a matter of energizing them.

**Town Manager** also stated that we have looked at cooperating with Hallandale Beach and Sunny Isles Beach as it relates to our beach maintenance. He and Chris Russo, the manager of Sunny Isles, have had a couple of dialogues as it relates to what we can do to improve our beach coordination. Chris Russo told him he does not want to get into the beach management business and wants to rely on Miami Dade County to take on that burden, from both an ecological permitting perspective and beach management perspective. What they agreed on is to keep applying pressure to Miami Dade County and keep asking them to provide us with the best service they possibly can. There is a new person in charge for Miami Dade County and the manager has met with them, they seem responsive. Our public works crews do go out twice a week with the big back hoe and look for large debris that washes up on shore. Our beach attendants go out once a day north and south to collect any small debris. As it relates to seaweed, we have to rely on the county.

We are adding more cameras on Ocean next year so our security for the residents on the ocean side will be addressed. The Mayor has tasked that we bring to our October meeting an update on our canal maintenance program, we're hoping to bring to the council for action our mitigation project. The County has required that we do a mitigation project as it relates to our sea grass, we are in the final stages of our mitigation project. Once we award that mitigation project, we will immediately bring the RFP to go out to bid for canal maintenance work so we can get started hopefully before the end of the year. On Center Island the Mayor and him met with Craig A. Smith which are the Town's engineers to see what is the best method and most responsive approach to handling flooding on Center Island. Will bring the proposal on that in the October meeting. The Mayor tasked him with bringing to the council some options and a path forward as it relates to the Town Hall master plan/civic center master plan. Rest assured that the \$30,000 we have in the budget is more than sufficient, in addition to that do not forget that we are growing this year's fund balance by an additional \$500,000 that was not allocated in the budget, it was set in the budget specifically to grow the fund balance so we can use for Town Hall projects moving forward.

Thanked the men and women that work for our staff, this year was a busy year, we put \$1.6 million worth of new or maintenance Capital Improvements in the Town, in addition to all of our beach projects. Thanked the Finance Director and Town Clerk who have been here late at night working with him to get the budget done.

**Mayor Singer** mentioned that there are too many people parking on Golden Beach Drive and the islands. It is a nuisance and it is a safety issue. After getting a warning people will get tickets and be towed.

## **K. TOWN ATTORNEY REPORT**

**Town Attorney** once again requested an executive session on the ongoing Shaheen litigation. Town Manager will coordinate it.

## **L. ORDINANCES – SECOND READING**

None

## 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

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Rojas.

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Nay</u>
Councilmember Judy Lusskin	<u>Aye</u>

The motion passed.

**Town Manager** stated that more and more persons are using golf carts on the Town's local roads. This particular ordinance codifies the provisions of the state statutes allowing for the same provisions as numerated in the state statutes. So long as your 14 years of age and your cart is street safe, it will be allowed to traverse on Golden Beach Drive and the Islands. As it currently reads, it is allowed to cross over to A1A but it does not allow you to operate it on A1A.

**Councilmember Luskkin** asked if the manager stated the age is 14.

**Mayor Singer** stated that is correct it is a state law and cannot be changed.

**Councilmember Bernstein** expressed his strong concern for allowing a 14-year-old to drive golf carts through Town. Feels that if the Town is going to treat these vehicles as cars. He would like for the approval process to include some safety measures. Also stated that the Town needs to make sure that all of the golf carts are insured. And feels



that the carts should be made to park in the west lot and people can just cross A1A by foot.

**Mayor Singer** agreed with Councilmember Bernstein, which is why he brought it up originally to the Town Manager. The Town Attorney stated that we cannot supersede the state law. Mayor asked the Town Attorney if there is a way the Town can implement a restriction on the minimum age.

**Councilmember Bernstein** stated he has a couple more points to add on. He feels that all these golf carts need to be insured and maybe we can have the insurance company look at it and see if someone under age is going to be driving them. Also, that right now the state statute has it that you can go across A1A but you're not supposed to operate on it, but he doesn't know why we would want to permit vehicles into the beach pavilion. We will have mechanical issues because any golf cart that goes through will most likely not have sufficient weight for the arm to go up, which creates longer lines there. Suggested, that instead of permitting golf carts to go there, why not have them park at the west lot and walk across that way we don't have to also deal with that issue.

**Councilmember Rojas** added that after reading the ordinance the maximum speed limit on a golf cart is 15 mph unless it goes on a sidewalk, which it cannot in Golden Beach because our sidewalks are not 8 ft wide. She cannot imagine these golf carts peddling along at 15 mph, around people who want to go at least the minimum of 25 mph, that's going to be a big problem.

**Mayor Singer** stated that the Town only has a couple of golf carts currently, but we still need to address the issue.

**Councilmember Bernstein** stated that right now it might be an insignificant number but he believes that once people start seeing them everyone is going to want one. Then our streets will be filled with golf carts.

**Councilmember Lusskin** asked if someone has to have a need or reason to have a golf cart or can anyone have them just because they are fun. When she first read this, what was in her mind was is that some elderly resident who cannot walk as well as they used to and a lot of communities have that. But, Councilmember Bernstein brought up a good point that in this Town it might look like a fun recreational vehicle and it can become unmanageable.

**Town Manager** stated he has a couple of observations. He thinks that Councilmember Bernstein is correct, when you look at communities up north and golf course like communities you see more and more of these ordinances being put in place, we also see them in communities that are coastal. So, when you look at Highland Beach, Jupiter Island, Key Biscayne, and other coastal communities where you are within close proximity using an alternative vehicle to get around is convenient. He agrees that there are some mechanical issues with going to the East Lot. Currently the weight of the golf carts and the metal contents of the golf cart will not register so our gate arms will not open, whereas in the West Lot there is an intercom button you can push and a guard can open the arm for you. So, it does make sense from a practical perspective to limit the vehicles to parking on the West Lot instead of the East Lot. Does not see any problem with requiring residents to get insurance for the golf carts. That is something

that we can look at from now until second reading. Does not know whether or not the state has any prohibitions to it which the Town Attorney can look into. If they choose to allow it he would welcome an amendment that limits it to only the interior streets of Golden Beach, no crossing over to Ocean Boulevard. Sated that just like Councilmember Rojas mentioned we should look at the speed issue, he knows that right now there are some golf carts that can go up to 25 mph.

**Town Attorney** stated that if they do they become a different type of vehicle and at that point, you would need a license.

**Councilmember Bernstein** stated that we still did not address the issue of them going too slow.

**Mayor Singer** directed the Town Attorney to see if there is a way to see what we can restrict before second reading.

**Attorney Helfman** stated that he will look at it again but there is pretty clear direction that they cannot either require a license, increase the age, or restrict the age. But he will look at it again.

**Mayor Singer** stated that he feels we should allow them but at the same time restrict them

**Councilmember Bernstein** asked if there is anything that will restrict us from saying you have to go through our program.

**Councilmember Lusskin** stated that even with a golf cart if you are going 15 mph and you are not careful and you take a turn, it could tip over.

**Councilmember Bernstein** stated that he has seen that, and when golf carts turn over people can get very hurt.

**Vice Mayor Mendal** stated that he might be reading this wrong but Florida Statutes says that a local government entity may enact an ordinance relating to golf cart operation equipment which is more restrictive than those enumerated in this section. Does that not mean that we can raise the age limit?

**Attorney Helfman** stated that you would think so except when you read through and deal with that age limit, there have been three or four cases and opinions of the attorney general that says you cannot do it. He will look at it again. Reiterated that the Council wants him to look at the requirement for insurance, limiting to the west side of the town, some skills test and potentially increasing the age limit to 16.

**Vice Mayor Mendal** asked what the purpose of wanting the golf carts right now is.

**Mayor Singer** stated that we have a few of them now and there are no rules. People use them to go to the beach and also if they have walking issues. A lot of coastal communities allow them.

**Town Attorney** stated that someone from Town should speak to Key Biscayne because they have had it in place 17 or 18 years. They encourage it all over the place. They may be able to give the Town some insight on what the problems have been.

**Town Manager** stated that they have already reached out to Key Biscayne and found out what their rules are. They have a more restrictive age and it works well for them. He believes that's sometimes we are very fearful to try new things. Stated that he had already spoken to Councilmember Bernstein and stated that if we see that a year from now it's not working and we want to change the rules, we can look at that. He does not believe that this will encourage everyone to go out and buy a golf cart. He believes this will allow people to utilize what we have, maybe on the weekends we might see more golf carts around.

**Councilmember Rojas** stated that one big distinction between us and Key Biscayne is that they have two lanes in a lot of the city, not on the residential side.

**Mayor Singer** added that Fisher Island is also the same, they allow it and they are just like us.

**Councilmember Luskin** asked out of curiosity how much is a golf cart

**Mayor Singer** replied \$15,000-\$18,000.

**Hilary Kates, 437 Golden Beach Drive** inquired as to whether the drivers would have to be a Golden Beach resident and whose insurance do they have to be under.

**Mayor Singer** stated that it is just like a car.

**Town Manager** stated that the owner of the car would ultimately be responsible for any damage caused.

**Councilmember Luskin** asked if it would have to be registered with the Town.

**Mayor Singer** stated no it does not.

**Attorney Helfman** stated no they would need a permit under this they would need to come in and register it, because we need to make sure that it has the proper equipment

#### **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

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Bernstein.

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>

The motion passed.

**Town Manger** stated that this is just a clean up item. As we know when we did the Zone 1 and Zone 2 changes for what's allowed or not allowed on Ocean Boulevard, the council had already expressed their desire to allow gym and laundry facilities in that sub-basement area. When we codified the code for some reason, were not sure how, but it wasn't codified. Already granted four variances allowing this on Ocean Boulevard. This only applies to Zone 1 underneath the house in that dead area that you can't habituate. This allows you to have a gym and a laundry facility, you currently allow a restroom and dry storage.

## **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

Consensus vote 4 Ayes, 0 Nays. Items N5-N7 passed.  
– Councilmember Mendal stepped out during the vote

**P. TOWN RESOLUTIONS**

**8. A Resolution of the Town Council Approving Amendment #2 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 #2 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

A motion to approve was made by Councilmember Luskin, seconded by Councilmember Bernstein.

On roll call, the following vote ensued:

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

The motion passed.

**Mayor Singer** stated that as everyone is aware we have not given any merit increases in several years, but we do give a cost of living increase. This is a bonus to the employees based on their performances. They are rated in different categories and they get bonuses applied depending on what position within the Town.

**Councilmember Bernstein** stated that he wishes they had a little more money to give out to the employees because so many of them have stepped up their game this year.

**Town Manager** stated that in addition to the bonuses this item increases the budget for non-bonus related expenses – due to damages incurred because of the hurricane. They had to account for damage costs of \$265,599. Therefore, we are going to increase this year's budget by \$265,599, which is being paid for with the insurance money.

**Vice Mayor Mendal** asked if the insurance settlement is \$260,000 and isn't that only 2/5<sup>th</sup> of what we are expecting from the insurance.

**Town Manager** stated that is correct but that is what we are up to as of today. We still have not received a fraction of what we are expecting.

**Mayor Singer** stated that he thought that was all insurance money and he did not know that we had some FEMA money too.

**Town Manager** stated we received some FEMA money and some insurance money.

**Mayor singer** asked if we are expecting \$500,000-\$600,000

**Town Manager** answered that we are expecting a minimum of \$500,000 coming to us from FEMA, but we did receive all of our insurance money already.

**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

A motion to approve was made by Councilmember Rojas, seconded by Councilmember Bernstein.

On roll call, the following vote ensued:

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

The motion passed.

**Mayor Singer** stated that the manager has not had an adjustment to his contract since 2010. The Manager has done a phenomenal job for the Town of Golden Beach. He is dedicated to the Town, residents and to the employees. He takes pride in every project that we do, he is a 24/7 manager. If he is not here, and there is an incident he will text or call the council. Always on top of everything that goes on within Town. The Town is very fortunate to have such an energetic, dedicated, and hardworking manager that we have. It proves not only by the completion, but the success we have had with the projects. Also, another part of a great manager is his staff and in the 11 years that the manager has been with the Town we have had very little to no turnover rate. Anytime that we have a turnover in employees it costs the organization tremendous amounts of money. But due to his management skills and due to his personality and leadership we have had very little turn over.

**Councilmember Bernstein** stated that he is not sure if everyone is aware that in Dade and Broward County there are a lot of Town and City Managers that are being sought after, Aventura just hired a manager and let her go six months in. We have been very lucky and fortunate to have someone that manages everything so greatly for the Town. He saves so much money for the Town; at every council meeting he sits there and listens to how the manager is saving money. Just with the simple fact that we are no

longer hiring someone specifically to be in charge if CIP and this has a lot to do with the Town Manager. This is not only adequate, but also long overdue. Since he's been here this Town has exploded in terms of its quality and efficiency.

**Councilmember Lusskin** stated that he also makes their job a lot easier. Usually the expectance for a Town Manager is 4-5 years, they are never there for 10-11 years like our manager is. She certainly feels that he has fallen in love with Golden Beach and it has fallen in love with him. She also thinks that anywhere the Town Manager needed to improve he has always listened to and improved. The communication in Town makes it look like it is a different Town. She is all in favor for it.

**Mayor Singer** stated that based off the reviews of the fellow council the contract is well deserved. And so everyone understands the contract is for 3 years.

**Town Manager** stated that it is very humbling to sit here and hear praises from those he looks up to who have guided him for the past 11 years. Also, very humbling to sit next to his fellow colleagues as he receives a raise in his salary, just know that he will continue to work hard for both the staff and community. He is dedicated to Golden Beach, he does not think anyone lives, eats, and breathes Golden Beach more than he does. He takes it very personal when the Town is attacked; he treats this like his family both his staff and the residents he tries to protect and provide for them the best that he can. Considers Golden Beach his family. In the past 11 years, he has faced personal tragedies and he is humbled to consider us his family. He is currently going through a personal tough time and each member of the council has been there for him, and he is grateful for that. They have his full commitment.

## **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

**Town Manager** asked if the council meeting could be moved to October 30th. And we will send out an email reminding everyone of the request for the executive session.

Council agreed to move the October council meeting to October 30<sup>th</sup>.



**R. ADJOURNMENT:**

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

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 8:10 p.m.

Respectfully submitted,

*Lissette Perez*  
Lissette Perez  
Town Clerk



## **TOWN OF GOLDEN BEACH**

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

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**Official Minutes for the October 30, 2018  
Special Town Council Meeting called for 7:00 P.M.**

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**[MINUTES TO FOLLOW]**



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

---

**Date:** November 20, 2018

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

**From:** Alexander Diaz,  
Town Manager

Item Number:

7

**Subject:** Resolution No. 2586.18 – Approving an Agreement between  
the Town of Golden Beach and the State Attorney's Office

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2586.18 as presented.

### **Background:**

The Agreement between State of Florida, Office of the State Attorney for the Eleventh Judicial Circuit of Florida and the Town of Golden Beach for the reimbursement of the State Attorney for the cost of State Attorney prosecution of town ordinances is approved in the form attached as Exhibit "A" ("Agreement").

In order for the State Attorney to prosecute an Ordinance Violation (if it were ever needed) requires this formal agreement.

### **Fiscal Impact:**

There is no fiscal impact to the Town at this time.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2586.18**

**A RESOLUTION OF THE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING THE AGREEMENT BETWEEN THE OFFICE OF THE STATE ATTORNEY OF THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA AND THE TOWN OF GOLDEN BEACH; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in order for the State Attorney of the Eleventh Judicial Circuit of Florida to prosecute municipal ordinances which are not ancillary to a felony Section 27.34(1), Florida Statutes, requires the Town to enter into a contract for these prosecutions; and

**WHEREAS**, the Town and the State Attorney wish to have the State Attorney prosecute these cases.

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

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Agreement Approved.** The Agreement between State of Florida, Office of the State Attorney for the Eleventh Judicial Circuit of Florida and the Town of Golden Beach for the reimbursement of the State Attorney for the cost of State Attorney prosecution of town ordinances is approved in the form attached as Exhibit "A" ("Agreement").

**Section 3. Implementation.** The Town Mayor is authorized to execute the Agreement on behalf of the Town.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon approval by the Town Council.

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 20<sup>th</sup> day of November, 2018.

ATTEST:

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

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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



# STATE ATTORNEY

ELEVENTH JUDICIAL CIRCUIT OF FLORIDA  
E. R. GRAHAM BUILDING  
1350 N.W. 12TH AVENUE  
MIAMI, FLORIDA 33136-2111

**TOWN MANAGER**

**OCT 24 2018**

**RECEIVED**

TELEPHONE (305) 547-0100

**KATHERINE FERNANDEZ RUNDLE**  
STATE ATTORNEY

October 11, 2018

Mr. Alexander Diaz  
Town Manager  
Town of Golden Beach  
One Golden Beach Drive  
Golden Beach FL 33160

Dear Mr. Diaz:

Legislation passed in 2004 to implement Revision 7 to Article V of the Florida Constitution provides that the State Attorney may prosecute municipal ordinances only if (1) the ordinance violation is ancillary to a felony prosecution (s. 27.02(1), Florida Statutes), or (2) the county/municipality has entered into a contract with the State Attorney for these prosecutions (s. 27.34(1), Florida Statutes).

Enclosed please find the proposed agreement for the prosecution of ordinance violations for the period of October 1 of current year through September 30 for following year. Please sign three originals and return to this office as soon as possible. If you desire to make changes to the contract and want an electronic version of this document, please contact me at [donlhorn@miamisao.com](mailto:donlhorn@miamisao.com) and I will forward you a copy. This contract is for the prosecution of ordinances only; the State Attorney's Office has no statutory authority to handle appeals relating to the constitutionality of ordinances. If you choose to not have the Office of the State Attorney prosecute municipal ordinance violations in accordance with sections 4 & 5 of Chapter 2004-265, Laws of Florida, you are requested to send a letter to that effect to the above address as soon as possible.

You will be billed at the statutorily prescribed rate of \$50 per hour. Our estimate is that, on average, it takes approximately 20 minutes per case; therefore, you will be charged at the rate of \$16.67 per case. Please note that this is the charge for ordinance prosecution only. Pursuant to state law, there are separate charges for indigent defense from the Public Defender and filing fees from the Clerk of the Court.

If you have any questions about the contract or if I can provide any other information, please do not hesitate to contact me at 305-547-0562 or at [donlhorn@miamisao.com](mailto:donlhorn@miamisao.com).

Sincerely,

KATHERINE FERNANDEZ RUNDLE  
State Attorney

By:

Don L. Horn  
Chief Assistant State Attorney for Administration

DLH/gb

Enclosures

**AGREEMENT BETWEEN TOWN OF GOLDEN BEACH AND THE  
STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE  
ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE THE  
STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF  
CERTAIN CRIMINAL VIOLATIONS OF THE  
\_\_\_\_\_ CODE**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Town of Golden Beach, a political subdivision of the State of Florida (hereinafter referred to as the “City”) and the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as “State Attorney”).

WHEREAS, the City finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the City’s Municipal Code; and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:

## **ARTICLE I**

### **Services**

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of October 1 of current year through September 30 for following year. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the City to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

## **ARTICLE II**

### **Terms**

This agreement shall expire on September 30, 2019, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the City be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.



**ARTICLE III**  
**Payment Schedule**

The City agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty dollars (\$50) per hour. On a quarterly basis, the State Attorney shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this agreement, and the total amount due for payment for the previous month. The City shall remit each payment within ten (10) days after receiving said invoice from the State Attorney.

**ARTICLE IV**  
**Responsibilities**

The City does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this agreement. The State Attorney does not delegate any of its responsibilities or powers to the City other than those enumerated in this agreement.

**ARTICLE V**  
**Reporting**

All required reports shall be submitted to the \_\_\_\_\_.

**ARTICLE VI**  
**Indemnification**

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the City and is not an agent of the City. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this agreement.

**ARTICLE VII**  
**Termination**

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days notice.

**ARTICLE VIII**  
**Service Charges**

This agreement is contingent upon all City funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

**ARTICLE IX**  
**Non-Discrimination**

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to employees or applicants for

employment and it is expressly understood that upon receipt of evidence of discrimination, the City shall have the right to terminate said agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

NAME

City Commission

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

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

ATTEST

State Attorney's Office  
Eleventh Judicial Circuit

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

By: \_\_\_\_\_  
Don L. Horn  
Chief Assistant State Attorney  
for Administration



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

---

**Date:** November 20, 2018

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

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

**Subject:** Resolution No. – 2587.18 Renewal of Contract for David Caserta Government Relations, Inc.

---

Item Number:

8

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2587.18 as presented.

This resolution approves the contract with David Caserta Government Relations, Inc., for Fiscal Year 2018/2019.

### **Background:**

In an effort to maintain the proper contracts on file with our vendors I am asking that the Town Council approve the current consultant contracts. The Town has had an existing relationship with David Caserta Government Relations, Inc. since February 22, 2005. David Caserta Government Relations, Inc. was retained as an independent consultant to assist the Town in its government relations efforts at the State Level.

We recommend that we retain his services for an additional year.

### **Fiscal Impact:**

The funds for these contracts were approved during the budget process. For Fiscal Year 2018/2019 the amount is \$36,000.00, plus expenses.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2587.18**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A NEW AGREEMENT WITH DAVID T. CASERTA GOVERNMENT RELATIONS, INC. FOR CONSULTING SERVICES FOR THE PERIOD BEGINNING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town wishes to enter a new agreement for consulting services with David T. Caserta Government Relations, Inc. (the "Consultant"), for the period of October 1, 2018 through September 30, 2019 which is attached hereto as Exhibit "A" (the "Agreement"); and

**WHEREAS**, the Town Council finds that the engagement of David T. Caserta Government Relations, Inc. under the terms of the Agreement is in the best interest of the Town.

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

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

**Section 2. New Agreement.** That the Agreement attached hereto as Exhibit "A" is hereby approved, and the Mayor is hereby authorized to execute the Agreement, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

**Section 3. Implementation.** The Mayor and Town Manager are authorized to take any and all action necessary to implement and enforce the purposes of this Resolution and the Agreement on behalf of the Town.

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

Sponsored by the **Town Administration.**

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

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

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida, this 20<sup>th</sup> day of November, 2018.

ATTEST:

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

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

## AGREEMENT

This Agreement for services is entered into this 1st day of November 2018 by and between, Town of Golden Beach (Town @ One Golden Beach Drive, Golden Beach, Florida 33160) and David Caserta Government Relations, Inc., (Consultant@ 15165 NW 77<sup>th</sup> Avenue #1001, Miami Lakes, Florida 33014).

WHEREAS, Town is a municipal government located in Miami-Dade County; and

WHEREAS, Town is in need of consulting services at the State level; and

WHEREAS, Consultant shall assist Town with its government relations efforts at the State level.

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed as follows:

1. Recitals. The above recitals are true and correct and incorporated as part of this agreement.

2. Consultant Services. Consultant is hereby retained as an independent consultant to Town to assist Town in its government relations efforts at the State level. Consultant will track legislation and work with elected officials and staff in an effort to provide effective representation in order to ensure modification, passage or defeat of government

action. Consultant's services are limited to providing the above stated service and Consultant is not obligated to provide any other additional services without a written amendment to this Agreement. Company Acknowledges that Consultant shall comply with all Lobbying laws and requirements set forth in Florida Statutes 11.045.

3. Term. The term of this Agreement shall commence effective as of November 1, 2018 and end on October 31, 2019.

4. Compensation. In consideration for this Agreement, Town shall pay Consultant a fee of Thirty Six Thousand Dollars (\$36,000.00) for services. Fee shall be payable as follows;

- \$3,000.00 payable on November 1, 2018.
- \$3,000.00 payable on 1<sup>st</sup> day of each month thereafter with the last payment due and payable on October 1, 2019, unless a written extension is authorized by all parties.

5. Expenses. Town shall also pay the Consultant, for all reasonable costs incurred and all expenditures made on behalf of the Client, including, but not limited to, travel, lodging, and meals in conjunction with representation of the Client. Such amount shall be immediately due and payable. Expenses, for the term of this agreement, shall be limited to \$4,000, unless modified in writing and authorized by all parties.

6. Relationship of Parties

6.1 Consultant's and Town, their agents, representatives, and employees shall, under no circumstances, be deemed partners, joint venturers, agents, employees or



representatives of the other. Consultant's are independent contractors and shall not be liable in any way whatsoever for the nature and quality of the work performed by Town. In performing Services under this Agreement, Consultants shall operate as and have the status of an independent contractor and shall not act as or be an agent or employees of Town. All of Consultant's activities shall be at its own risk and Consultant shall not be entitled to Workers' Compensation or similar benefits or other insurance protection provided by Town. As independent contractors, Consultant shall be solely responsible for determining the means and methods for performing the Services. Consultant will determine the time, the place, and the manner in which they will provide the Services. Town will receive only the results of Consultant's Services. Town shall provide no office space, secretarial services, or other support for Consultant's Services.

6.2 The Town agrees that Consultant assume no liability to the Town or any third party with respect to the performance or the action or inaction of the Town. Consultant agrees that Town assumes no liability to any third party with respect to the performance or the action or inaction of Consultants.

6.3 The Town and Consultant hereby agree to indemnify and hold each other, their officers, directors, shareholders and employees harmless from and against any and all claims, causes, losses, obligations, judgments, liabilities, expenses, damages and costs whatsoever, including attorneys' fees and costs at arbitration, trial and appellate levels, which in any way arise from such Party's action or inaction. This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

7. Termination. Consultant or Town may terminate this Agreement at anytime for a breach of this Agreement or for any justifiable reason and the non-breaching party shall be entitled to pursue all available legal rights and remedies.

8. Enforceability. Any provision of this Agreement prohibited by law or by court decree in any locality or state shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement as if the provision or part declared void or invalid had never been incorporated in the Agreement and the remainder of the Agreement shall continue to bind all parties.

9. Notice. For purposes of serving written notice herein, the respective addresses of the parties, unless changed by notice in writing, shall be as noted in the first paragraph of this Agreement. Any notice required or desired hereunder shall be deemed given upon receipt.

10. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

11. Jurisdiction and Venue. Jurisdiction and venue shall lie in the State Courts of Miami-Dade County, Florida for any dispute which arises out of this agreement.

12. Modification. This Agreement contains the full terms agreed to by the parties and shall not be modified, except in writing, signed by both parties.

13. Waiver. Failure to enforce any provision hereof shall not constitute a waiver of a party's right thereafter to enforce each and every such provision or any other provision.

14. Arbitration. In the event of any dispute arising out of this Agreement the parties agree that the same shall be submitted for binding arbitration in accordance with the rules of the American Arbitration Association, then in effect. Arbitration shall be in Miami-Dade County, to be held before a single arbitrator.

15. Attorneys' Fees. The prevailing party in any dispute shall be entitled to recover all costs and expenses, including attorneys' fees, including fees for trial and appellate courts.

16. Caption and Numbers. The captions and numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such numbers, nor in any way affect this Agreement. Any pronouns or words shall refer to masculine, feminine or neuter, singular or plural, as the context requires.

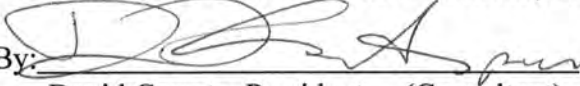
17. Assignment. This Agreement shall be binding upon the parties hereto.

18. Authority. The individuals signing below represent and warrant that they have the authority to bind their respective companies to this Agreement.

19. Consultant shall use his best efforts in carrying out the responsibilities set forth in this agreement, but does not guarantee any outcome relating to such services.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date before written.

**David Caserta Government Relations, Inc.**

By:   
David Caserta, President (Consultant)

**Town of Golden Beach,**  
through its Town Manager

By: \_\_\_\_\_  
Alex Diaz, Manager

(Town Seal)



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

---

**Date:** November 20, 2018

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

**From:** Alexander Diaz,   
Town Manager

**Subject:** **Resolution No. 2588.18 – Authorizing and Approving Payment  
of \$2,000.00 to Achieve Miami**

Item Number:

9

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2588.18 as presented.

### **Background:**

This resolution approves the donation made to Achieve Miami. This donation will support the work Achieve Miami performs in underprivileged communities. Many families and youth of our Town are active volunteers in this organization.

We are supporting Achieve Saturdays. *Achieve Saturdays are a unique experience where "Little Buddies" in grades 3-5 read, write, and share one-on-one with their "Big Buddy" mentors. Mentors are high performing role model students from neighborhood public and private high schools dedicated to helping young students fall in love with reading. Two Saturdays a month, buddies come together as a team, build meaningful relationships, and grow as leaders and readers.*

Two Saturdays each month, Big Buddies receive 5 hours of community service per Saturday.

Two Saturdays each month, Little Buddies who participate receive:

- A healthy breakfast and snack
- One-on-one tutoring and mentoring
- A book of their choice that is on their reading level

- FUN LEARNING!

**Fiscal Impact:**

If approved by Council the amount authorized will be \$2,000.00.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2588.18**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$2,000.00 TO ACHIEVE MIAMI; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Achieve Miami is a licensed, 501(c)(3) non-profit organization serving the community where all children engage in the educational and developmental opportunities needed to become their best selves; and

**WHEREAS**, we have been asked to support Achieve Saturdays- where students build positive relationships with literacy through the guidance, encouragement, and fun they have with “Big Buddy” Mentors; and

**WHEREAS**, the Town Council finds that a contribution in the amount of \$2,000.00 to Achieve Miami is in the best interest of the Town.

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

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

**Section 2. Authorization.** That the payment of \$2,000.00 to Achieve Miami is hereby authorized and approved.

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

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

Sponsored by the **Town Administration**.

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

Mayor Glenn Singer	_____
Vice Mayor 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 20<sup>th</sup> day of November, 2018.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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



# ACHIEVE

MIAMI

*Dedicated to bringing together talent, ideas, and resources to advance what works in education.*

## Achieve Miami Programs

Our four initiatives serve one common goal: to extend learning to underserved public school students across Miami and provide leadership development opportunities to students and educators alike. We're proud to see our programs scale and impact South Florida's education ecosystem.

### ✓ ACHIEVE SATURDAYS

Matching 350 elementary students with high school students for one-on-one mentorship in reading and writing.

### ✓ ACHIEVE SUMMER

Providing over 320 public elementary school students with six weeks of summer fun and educational experiences.

### ✓ UP! MUSIC PROGRAM

Educating over 180 public elementary students in music through after-school programming.

### ✓ COLLEGE READINESS COHORT

Providing 130 public high school students with college readiness and leadership development opportunities.

Achieve Miami  
1951 NW 7th Ave, Suite 600  
Miami, FL 33016

[www.achievemiami.org](http://www.achievemiami.org)



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** November 20, 2018

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

**From:** Alexander Diaz,  
Town Manager

Item Number:

8

**Subject:** Resolution No. 2589.18 - Recommended Renewal of an OSSI  
mobile software contract for the for the police laptops.

---

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2589.18 as presented.

### **Background:**

The Town wishes to renew the **OSSI mobile software contract for the for the police laptops** from the City of Sunny Isles for the service of the Mobile OSSI System. The OSSI System is imperative to the daily operations of the department. The system allows officers in the field to access criminal record checks by utilizing the FCIC/NCIC. Additionally, police officers will also be able to complete police related Information Reports.

### **Fiscal Impact:**

The Golden Beach Police Department will agree to a 3 year contract commencing on the date specified. The cost of said contract will be as follows:

- First Year- \$31,684.21
- Second Year- \$32,951.58
- Third Year- \$34,269.64

At the end of the three year period the Town has the right to renewal for an additional 2 years for an additional cost specified on the contract, for a total of 5 years. The funds for this purchase will be taken from the General Fund.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_.18**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN AGREEMENT WITH THE CITY OF SUNNY ISLES BEACH FOR THE MAINTENANCE OF POLICE DEPARTMENT COMPUTERS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Town of Golden Beach (the "Town") Police Department (the "Police Department") utilizes various information technology ("IT") equipment, including computers; and

**WHEREAS**, the Department's IT equipment requires regular maintenance and repairs; and

**WHEREAS**, the Town has limited qualified personnel to maintain and repair the IT equipment; and

**WHEREAS**, the City of Sunny Isles Beach (the "City") has a full-time and capable Information Technology Department willing to service and maintain the Police Departments' computers; and

**WHEREAS**, the Town Council wishes to enter into an agreement with the City, which provides for maintenance of the Police Department's IT equipment (the "Agreement"), attached hereto as Exhibit "A."

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

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

**Section 2. Approval of Agreement.** The Town Council hereby authorizes and approves the Agreement in substantially the form attached hereto as Exhibit "A" (the "Agreement").

**Section 3. Implementation.** The Town Mayor is authorized to execute the Agreement and the Town Mayor and Town Manager are directed to take all steps reasonably necessary to implement the Agreement and this Resolution.

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

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

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

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida this \_\_\_\_\_ day of November 2018.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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STEPHEN J. HELFMAN  
TOWN ATTORNEY

**EXHIBIT “A”**

*(Attach Agreement between the Town and City)*



**AGREEMENT TO UTILIZE SUNGUARD / OSSI COMPUTER SYSTEM  
AND INFORMATION TECHNOLOGY SERVICES**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, **The City of Sunny Isles Beach**, hereafter referred to as **"THE CITY"**, through its Information Technology Department agrees to maintain the Police computers for **The Town of Golden Beach**, hereafter referred to as **"THE TOWN"** for a period of three (3) years commencing on this date. At the end of this period, the agreement is subject to renewal for two (2) additional one (1) year periods, for a total of five (5) years under the terms of this Agreement.

**IT IS UNDERSTOOD AND AGREED BY ALL PARTIES HERETO THAT:**

1. **The CITY** hereby agrees to maintain for **THE TOWN's** Police computers for the monthly amount per computer as described in the attached **Exhibit "A"**, for the proper maintenance of said computing equipment, with **THE CITY** as licensor and **THE TOWN** as licensee. All services provided by **THE CITY** are detailed in the attached **Scope of Services (Exhibit "B")**. Any services requested by **THE TOWN** that are not included in the attached **Scope of Services** will require a separate proposal to be prepared by **THE CITY** and agreed to by **THE TOWN** prior to such additional services being rendered.
2. All amounts due under the terms of this Agreement shall be due at the beginning of the contract year.
3. This license confers no interest whatsoever in property and is recoverable anytime by **THE CITY** upon ninety (90) days notice. No use for a particular purpose other than the maintenance of the laptop computer equipment necessary to operate a police mobile laptop computer system is granted and no alterations or modifications are to be made to the laptops of the OSSI software equipment without **THE CITY's** approval.
4. Use of all property is at the sole risk of **THE TOWN** to the extent permitted under Section 768.28 of the Florida Statutes, and subject to the monetary limits set forth in that section. **THE TOWN** agrees to be responsible to, indemnify and hold harmless **THE CITY** for any loss, damage legal action or claim occasioned by **THE TOWN's** use of all laptop computer property and related equipment at **THE CITY** WHETHER OR NOT LOSS OR DAMAGE IS TO PROPERTY OWNED/LEASED BY **THE CITY** OR ANY OTHER PERSON, AND INCLUDING PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF **THE CITY**.
4. In the event that the equipment or other property of **THE CITY** shall be in any manner damaged by/through the use of the communications equipment, or by the representatives of **THE TOWN**, **THE TOWN** shall indemnify **THE CITY** and pay **THE CITY** all sums which may be incurred to repair, reconstruct, and/or replace the damaged equipment or property, subject to the limitations set forth in Section 768.28 of the Florida Statutes.
5. It is understood and agreed that this agreement does not constitute a bailment. **THE TOWN** retains and has custody and access to their laptop computers but agrees to relinquish all administrative rights to said computers solely to **THE CITY**. **THE CITY** shall maintain all communication links, maintenance and administrative control of all computers connected directly or indirectly to **THE CITY**.

6. No modifications to this agreement shall be enforceable unless in writing and signed by an authorized agent of both **THE CITY** and **THE TOWN**.
7. **THE CITY** building at 18070 Collins Avenue, Sunny Isles Beach, Florida, is generally regarded as a reasonably safe location for this laptop communications equipment to be worked on or otherwise maintained. Undertaking to move or evacuate laptop computer communications equipment shall not be deemed an assumption of responsibility for the safety, security and care of any communications equipment by **THE CITY**, nor shall **THE CITY** be deemed a bailer of the laptop computer communications equipment. In consideration thereof, **THE TOWN** agrees to the following terms and conditions:
  - A. To pay **THE CITY** upon demand all costs incurred by **THE CITY** in repairing, replacing, and/or reconstructing **THE CITY's** facilities damaged in any matter as a result of the continued presence of said **TOWN** laptop computer communications equipment during an emergency; and
  - B. To indemnify and hold harmless **THE CITY**, its partners, employees and agents, from any and every loss, claim, liability and suit of any kind, including without limitation costs of suit and reasonable attorney's fees, arising out of any and all damage done to property of others as a result of the continued presence of said communications equipment during an emergency.
8. **THE TOWN** shall pay all costs, including reasonable attorney's fees incurred by **THE CITY**, in judicial and non-judicial proceeding and appeals therefrom to enforce any and all provisions of this agreement and effect collections of any sums due **THE CITY**. In the event **THE CITY** sues or is sued in tort of contract, or otherwise, in any action arising out of or in relation to this agreement and **THE CITY** is the prevailing party by means of judgment, dismissal, or otherwise, whether or not such action presented a justifiable issue of law or fact, or whether or not **THE CITY** was a plaintiff or defendant in said action, **THE CITY** shall recover its costs and expenses directly incurred because of any said action, including its reasonable attorney's fees, whether taxable or not, from the losing party.
9. In the event any portion of this agreement shall be deemed to be in violation of any law of the United States or any law of the State of Florida, said portion and said portion only, shall be deemed null and void. This agreement shall be interpreted in accordance with the laws of the United States and the State of Florida.
10. The statute of limitations for enforcement of either party's rights under this agreement shall be applicable statutes of limitations of the State of Florida and any laches defense raised by either party shall be construed to always be within the period of said applicable statutes of limitations.
11. In the event the parties wish to extend the term of this Agreement, the parties shall notify each other of their mutual intent to renew no later than thirty (30) days prior to the end of the term of this Agreement.
12. **THE CITY** maintains the ability to cancel this Agreement at any time for any reason with thirty (30) days notice.

[SIGNATURES ON FOLLOWING PAGE]




EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

**ATTEST:**

**TOWN OF GOLDEN BEACH**

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

By: \_\_\_\_\_  
Alexander Diaz, Town Manager

By:  \_\_\_\_\_  
Ruby Herbelo, Chief of Police

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

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

**ATTEST:**

**CITY OF SUNNY ISLES BEACH**

By: \_\_\_\_\_  
Mauricio Betancur, CMC, City Clerk

By: \_\_\_\_\_  
Christopher J. Russo, City Manager

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Hans Ottinot, City Attorney

**AGREEMENT TO UTILIZE SUNGUARD / OSSI COMPUTER SYSTEM  
AND INFORMATION TECHNOLOGY SERVICES**

**EXHIBIT B- SCOPE OF SERVICES**

Services to be provided by THE CITY shall be as follows:

- THE CITY shall prepare (or “image”) THE TOWN’s computer systems by installing current operating system software and applications necessary to support the OSSI public safety applications. However, THE CITY shall not be responsible for purchasing or obtaining valid license keys for any software required, unless specifically stated otherwise in this scope of services.
- THE CITY shall install and maintain wireless communications equipment (known as “aircards”) in proper working order on any ‘portable” computer systems maintained under this Agreement. Wireless services and associated communications equipment shall be procured and managed by THE TOWN directly.
- THE CITY shall provide support services to THE TOWN’s user of equipment maintained under this Agreement, solely with respect to the OSSI public safety applications and issues directly related thereto. THE CITY shall not be responsible for general operating system support, user training, hardware repairs, interacting with vendors on behalf of THE TOWN (with the exception of the vendors listed below for supporting software provided by THE CITY as part of this Agreement), or other issues.
- THE CITY shall administer user accounts, biometric credentials for authentication, and related items within the OSSI public safety environment for THE TOWN’s authorized users.
- THE CITY shall provide, as part of the monthly maintenance under this Agreement, the following software licenses: Multifactor Authentication System, Antivirus client, and any necessary Microsoft Windows CAL’s required for the servers accessed by THE TOWN’s client computer. These licenses are not transferable to THE TOWN at any time, and should this Agreement be terminated, these software applications would need to be removed from THE TOWN’s computer equipment. THE TOWN shall be responsible for operating system licensing (Window licenses), Microsoft Visio licensing for the OSSI Accident Wizard, Microsoft Office licensing, and/or any other software required beyond that provided by THE CITY under this Agreement.
- THE CITY shall provide support for THE TOWN’s users during normal business hours, 8:30 am-5:00 pm, for any issues relating only to an individual mobile computer. Emergency support shall be provided as needed for any issue affect the core OSSI functionality (for example, CAD server, message switch, RMS server) which impacts all users, 24 hours a day/7 days per week.

# Golden Beach IT Cost Breakdown Worksheet

Item	Recurring Cost	Device Cost	Annualized Over 5 Year	Utilization	Year				
					Year 1	Year 2	Year 3	Year 4	Year 5
1. Labor	\$60 /Hr.			120 Hrs/Year	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00
2. Internet Connection	\$2020 /Mo.			13%	\$3,151.20	\$3,151.20	\$3,151.20	\$3,151.20	\$3,151.20
3. Firewalls	\$16610/Yr.	\$70,839	\$14,167.80	13%	\$4,001.11	\$4,001.11	\$4,001.11	\$4,001.11	\$4,001.11
4. VMWare licensing	\$4061/Yr.			35%	\$1,421.35	\$1,421.35	\$1,421.35	\$1,421.35	\$1,421.35
5. Server Cluster	\$8626/Yr.	\$76,240	\$15,248.00	35%	\$8,355.90	\$8,355.90	\$8,355.90	\$8,355.90	\$8,355.90
6. Backup Storage	\$1900/Yr.	\$5,855	\$1,171.00	16%	\$491.36	\$491.36	\$491.36	\$491.36	\$491.36
7. Backup Software (Veeam)	\$2909/Yr.	\$14,546	\$2,909.20	16%	\$930.91	\$930.91	\$930.91	\$930.91	\$930.91
8. DELL DDP (encryption/malware)	\$2882/Yr.	\$18,890.00	\$3,778.00	35%	\$2,331.00	\$2,331.00	\$2,331.00	\$2,331.00	\$2,331.00
9. Bongar (secure remote mgmt)	\$1727/Yr.	\$4,522	\$904.40	35%	\$920.99	\$920.99	\$920.99	\$920.99	\$920.99
Sub-Totals					\$28,803.83	\$28,803.83	\$28,803.83	\$28,803.83	\$28,803.83
CPI Adjustment	4%				\$0	\$29,955.98	\$31,154.22	\$32,400.39	\$33,696.40
Administration	10%				\$2,880.38	\$2,995.60	\$3,115.42	\$3,240.04	\$3,369.64
<b>Yearly Subtotals</b>					<b>\$31,684.21</b>	<b>\$32,951.58</b>	<b>\$34,269.64</b>	<b>\$35,640.43</b>	<b>\$37,066.04</b>

## Notes

1. Labor- Represents the estimated hours per month servicing GB Devices/Users & Maintaining Infrastructure; 2. Internet Connection- Circuit connection utilized by all users, GB Users represent 13% of the total SIB Users Group; 3. Firewalls- Represents cost of Maintaining Network Security Devices (Items 5-8 Represent Additional Infrastructure Costs); Items 5-8 GB Servers Represent 35% of the utilization on Cluster and Storage, whereas GB servers represent 16% of the Total Servers Backed up on SIB Storage Device.

- Yearly Price per Device

- Monthly Price per Device