



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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Official Agenda for the March 17, 2020  
Regular Town Council Meeting called for 7:00 P.M.

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**A. MEETING CALLED TO ORDER**

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

**D. PRESENTATIONS / TOWN PROCLAMATIONS**

SWEARING-IN OF FULL-TIME OFFICER MIGUEL DIAZ  
SWEARING-IN OF PART-TIME OFFICER AIRES RIVERA  
CENSUS UPDATE

**E. MOTION TO SET THE AGENDA**

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

**F. GOOD AND WELFARE**

**G. MAYOR'S REPORT**

**H. COUNCIL COMMENTS**

**I. TOWN MANAGER REPORT**

**J. TOWN ATTORNEY REPORT**

**K. ORDINANCES – SECOND READING**

None

**L. ORDINANCES - FIRST READING**

None

**M. QUASI JUDICIAL RESOLUTIONS**

None

**N. CIVIC CENTER COMPLEX MASTERPLAN UPDATE**

APPROVING SITE PLAN AND FLOOR PLANS

**O. CONSENT AGENDA**

- 1. Official Minutes of the February 18, 2020 Special Town Council Meeting.**
- 2. A Resolution of the Town Council Authorizing the Payment of \$1,500.00 to the Women's Breast and Heart Initiative.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$1,500.00 TO THE WOMEN'S BREAST AND HEART INITIATIVE FOR THE ANNUAL OPEN THE DOOR EVENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 2  
Resolution No. 2673.20

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2673.20

- 3. A Resolution of the Town Council Approving the Proposal Provided by Southeastern Engineering Contractors, Inc. for Water Meter Box Adjustments.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE PROPOSAL PROVIDED BY SOUTHEASTERN ENGINEERING CONTRACTORS, INC. FOR THE ADJUSTMENTS OF WATER METER BOXES AT MULTIPLE SITES THROUGHOUT TOWN; PROVIDING FOR A WAIVER OF BIDDING PROCEDURES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 3  
Resolution No. 2674.20

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2674.20

- 4. A Resolution of the Town Council Approving the Interlocal Agreement between the Town and Miami-Dade County. .**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE TOWN AND MIAMI-DADE COUNTY, FLORIDA FOR THE ENFORCEMENT OF CIVIL PENALTIES FOR CODE VIOLATIONS; PROVIDING FOR IMPLEMENTATION; AND

PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 4  
Resolution No. 2675.20

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2675.20

**P. TOWN RESOLUTIONS**

None

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

Mayor Glenn Singer:  
None Requested

Vice Mayor Bernard Einstein:  
None Requested

Councilmember Judy Lusskin:  
None Requested

Councilmember Jaime Mendal:  
None Requested

Councilmember Kenneth Bernstein:  
None Requested

Town Manager Alexander Diaz  
• Boat Dock Veteran's Memorial Park Update

**Q. ADJOURNMENT:**

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**DECORUM:**

ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COUNCIL SHALL BE BARRED FROM THE COUNCIL CHAMBERS BY THE PRESIDING OFFICER. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACE CARDS SHALL BE ALLOWED IN THE COUNCIL CHAMBERS. PERSONS EXITING THE COUNCIL CHAMBERS SHALL DO SO QUIETLY.

THE USE OF CELL PHONES IN THE COUNCIL CHAMBERS IS NOT PERMITTED. RINGERS MUST BE SET TO SILENT MODE TO AVOID DISRUPTION OF PROCEEDINGS.

PURSUANT TO FLORIDA STATUTE 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR THAT PURPOSE, AFFECTED PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHER INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

IF YOU NEED ASSISTANCE TO ATTEND THIS MEETING AND PARTICIPATE, PLEASE CALL THE TOWN MANAGER AT 305-932-0744 EXT 224 AT LEAST 24 HOURS PRIOR TO THE MEETING.

RESIDENTS AND MEMBERS OF THE PUBLIC ARE WELCOMED AND INVITED TO ATTEND.



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160


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## MEMORANDUM

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**Date:** March 17, 2020

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

**From:** Lissette Perez,   
Town Clerk

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

Item Numbers:

1

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### **Recommendation:**

It is recommended that the Town Council adopt the attached minutes of the February 18, 2020 Special Town Council Meeting.



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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**Official Minutes for the February 18, 2020  
Special Town Council Meeting called for 6:00 P.M.**

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

Mayor Singer called the meeting to order at 6:35 p.m.

## **B. ROLL CALL**

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

**Staff Present:** Town Manager Alexander Diaz, Town Attorney Steve Helfman, Town Clerk Lissette Perez, Finance Director Maria D. Camacho, Police Chief Rudy Herbello, Lieutenant Yovany Diaz

## **C. PLEDGE OF ALLEGIANCE**

Chief Herbello led the Pledge of Allegiance

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

None

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

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

## **F. GOOD AND WELFARE**

None

## **G. MAYOR'S REPORT**

Welcomed everyone and thanked them for attending.

## **H. COUNCIL COMMENTS**

None

## **I. TOWN MANAGER REPORT**

None

**J. TOWN ATTORNEY REPORT**

None

**K. ORDINANCES – SECOND READING**

None

**L. ORDINANCES - FIRST READING**

None

**M. QUASI JUDICIAL RESOLUTIONS (TIME CERTAIN ITEM, 7:00 P.M.)**

*\*\*\* This item was heard following Item P9, due to this being a time certain item. \*\*\**

**1. A Resolution of the Town Council Approving A Variance Request For 120 South Island Drive To Permit An Elevator Override.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 120 SOUTH ISLAND DRIVE, GOLDEN BEACH, FLORIDA 33160 TO PERMIT AN ELEVATOR OVERRIDE AT 32 FEET – 10 INCHES, WHERE THE HEIGHT RESTRICTION IS 30 FEET.

**Exhibit:** Agenda Report No. 1  
Resolution No. 2666.20

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2666.20

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

On roll call, the following vote ensued:

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

The motion fails.

**Town Manager** spoke on the item stating that the applicant believes that they need the elevator to go to the roof to access the mechanical equipment. This is no longer allowed in Zones Two and Three because residents feel that this will allow for use of the roof for parties. The applicant feels that they have a hardship and should be given the opportunity to present their application.

**David Trautman, Balli Trautman Architects, 1533 Sunset Drive, Coral Gables** spoke on the item stating he designed the residence. Stated that this is what it will look like when it is done. Also showed an image of what the home would look like with the elevator. Reassured the Council that it is far enough back that you do not actually see it from the street.

**Town Manager** reminded the Council not to forget that because it is on the island you also need to take into consideration how it is seen from the other side. Asked the representative to explain why they feel that it is needed.

**David Trautman** stated that they moved all of the maintenance equipment to the roof, the generators and air conditioner and they feel that the hatch that was permitted will not be sufficient to conduct the necessary maintenance.

**Mayor Singer** asked if there is a staircase leading up there.

**David Trautman** stated no there is a hatch with a ladder

**Councilmember Einstein** asked if there is a flat surface area up there that is capable of being used.

**Town Manager** stated yes, there is

**David Trautman** stated yes and showed the floor plan of the roof

**Town Manager** asked if without the elevator going to the third floor, is the elevator still going to go to the second floor

**David Trautman** stated yes

**Town Manager** asked if in order for the elevator to go to the second floor but have no access to the roof, do you need a variance

**David Trautman** stated no it was already permitted

**Town Manager** stated so this variance is solely to have access to the roof via elevator

**David Trautman** stated yes, to service the equipment up there

**Joseph Fernandez, 1745 NW 7<sup>th</sup> Court, Hialeah** spoke on the item. Stating that the reason why they need the elevator is because without it, to service the equipment up there they would need a crane. The minimum size crane to use would be a 60 ton crane. The working platform is 25 by 24, that takes up 2/3 of the street. If you push the crane to the property, the concrete swells on the sidewalk. They have already seen that happen during hurricane IRMA.

**Town Manager** stated just to keep the record clear there are no sidewalks on South Island

**Mayor Singer** asked why did they not think of this when they were building the house and make a stairwell

**Town Manager** stated they have a hatch that will lead them up their

**David Trautman** stated it is a straight ladder, so getting equipment up and down would be very difficult

**Town Manager** stated that there are some elevators in zones two and three that access the roof. Those were permitted prior to your ordinance change.

**Town Manager** stated that they voted in Zones Two and Three to not allow a rooftop terrace. The BRAB recommended that we do not allow elevators because it is an eyesore.

**Vice Mayor Bernstein** stated that on ocean they allow this.

**Town Manager** stated the Council did not mind having a recreational amenity on the roof on ocean, but it is limited in size and limited on where it is on the roof in Zone One.

**Mayor Singer** stated that the BRAB unanimously voted down on this item

**Vice Mayor Bernstein** stated that he personally does not have a problem with this.

**Town Manager** stated that the question is do you want to allow easy access to the roof.

**Councilmember Einstein** expressed that he sympathizes but there is a book of rules for the Town and they need to follow the rules of the Town.

**Joseph Fernandez** stated that he found out the house next to theirs has a flood elevation that was set at nine feet. Why was his applicant's house set at seven feet.

**Mayor Singer** stated that is irrelevant and has nothing to do with this variance request

**Councilmember Einstein** stated that there were various people who came for elevator override requests and they told them all across the board no.

**Town Manager** stated that the applicant alluded to there being a discrepancy of base flood elevation. FEMA adopted a plus two rule. The architect in this particular house set their base flood at seven that was their personal choice. For the applicants representative to try to misconstrue the record does not fall favorably with this Administration. As it relates to if, there is a way for us to control what happens on the rooftop. The answer is no. All of our residents take liberties after CO, they take walls down, they start putting toilets in, as aggressive as our code enforcement can be, the reality is after CO, you lose complete control as to what happens. Therefore, you have to ask that question once again, do you want to provide easy access to the roof.

## **N. CIVIC CENTER COMPLEX MASTERPLAN UPDATE**

**Town Manager** spoke on the item. Spoke on the four guiding principles for the new civic center. One, utilize the existing budget. Two, build something that was more to



scale to Golden Beach. Three, if we are going to provide new offices for our staff, residents should also have added amenities. Four, How do we preserve the history of Golden Beach and this building. So we spoke about taking this existing building and making it an amenities space for our residents. In addition, building a smaller scale footprint on Ocean Boulevard. Therefore, we put together an RFP that would meet that and allow us to pay a guaranteed maximum price. In our design criteria we stated this is the minimum specification. We then provided that design criteria to our most active residents in the building community and we said test this; tell us if we missed something. In November we issued the RFP, all companies had until January 17, 2020 to submit their bid, at which point five companies submitted bids. At this point, the Council appointed representatives of the community to serve as their screening committee. The committee really dissected the five proposals page by page. At the workshop, the committee recommended their top three firms to the Council for consideration. Today, the Council took the three firms and really got into the design and budget aspect. All three firms were given the opportunity to present for two hours; all firms did a phenomenal job presenting their proposals. Tonight at the Council Meeting what is going to happen is the Council will re-rank the firms. Then they will direct the Town Manager, the Mayor, and the Town Attorney to negotiate a final contract for their award at the April council meeting. The contract is already written and is already up on the website, this is just to ensure we get every detail in the contract. What happens next is staff, consultants, councilmembers, and members of the selection committee will evaluate the plans at 30%, 60% and 90%. In no more than 24 months, we will have a new Town Hall. In the interest of transparency, none of the proposals included the renovation of the current Town Hall building. He speaks on behalf of the Mayor and Council when he says we will deliver this building twelve months after we vacate it. Even though it is not in the RFP, you have his word so long as he is your manager the building will be renovated and turned into a gym twelve months after we vacate it.

**Town Attorney** spoke stating that the process that they went through is a design-build process. That requires that there be an evaluation of all of the firms based on very specific criteria based on qualifications of the architectural firm, etc. The Council delegated the evaluation process to a committee that went through an extensive evaluation of the proposals. That committee gave the Council a ranking of three firms out of five, which is what the law requires. Ultimately, that decision lies with the Council tonight. If this does move forward this evening, the Council will be formalizing a ranking. They can choose to follow the recommendation of the committee or they can choose to vary from that. Whatever they do has to be based upon what was presented to them. At the end of their deliberation each one of them will fill out a piece of paper ranking 1, 2, 3. At the end, the clerk will calculate the results. If we reach a contract with number one we are done, if we come to an impasse we move on to ranking number two, and if we come to an impasse with them we move on to ranking number 3.

**Town Manager** stated that the Administration wants to make sure that the residents feel that their input has been heard. If you have a question or some concerns voice them now because this will be the final time to make any comments.

**Joao Woiler 229 Golden Beach Drive** asked how long the actual construction will take.

**Town Manager** stated that we will begin final negotiations in March, we expect about four to six months for final design scope, and breaking ground no later than November. After that no more than twenty-four months from contact award.

**Sharon Woiler 229 Golden Beach Drive**, wants to know if it is a new Town Hall or Civic Center?

**Town Manager** stated we are now changing the name Town Hall to Civic Center because it is not going to just be a building for the government it will be a building for everyone.

**Sharon Woiler 229 Golden Beach Drive** asked if there are any amenities for the residents in this building.

**Mayor Singer** stated there is on the third floor availability for a party room.

**David Long, 80 Terracina Avenue** stated that having access through the South Gate has been a very nice thing to have for the residents that live on the south end of Town. Asked will the new Town Hall impact that at all during construction or permanently after.

**Town Manager** stated that the current exit only pilot test project that we have at the south gate, we propose that it will continue to occur during construction and continue to occur until our neighbors to the south tell us that we are in breach of our settlement agreement. Some residents would like it to be an entrance as well but there is no desire from the Administration to let it be an entrance also. It is an exit only pilot and we are going to fight tooth and nail to keep it that way until we are told that we are in violation.

**Councilmember Mendal** asked how do they go about voting on this item.

**Town Attorney** stated it is entirely up to the Council how they would like to do it. He knows that the Council would like to talk about it but there is no requirement for them to have a deliberation. They have gone through all of the processes, they have a recommendation before them, and they can just vote if they are prepared to vote. Stated that the Council should consider the scoring from the selection committee but they are absolutely not bound by it. The Council has the selection committees ratings, the Councils own reading of all the materials, and the presentations from today to make the ultimate ranking.

**Vice Mayor Bernstein** stated that he wrote down observations for whatever firm they end up using. One, they need either two elevators or a large elevator. Two, they can use the owner-direct purchase through the government to avoid sales tax. Three, use the owner direct program to finance utility programs and use future costs to pay for it. Four, apparent that we do need additional drainage wells. Five, feels strongly that the cars underneath the building should be screened so they cannot see them.

**Mayor Singer** stated that his major concern is price. Golden Beach is on a budget. He, the Council, and Town Manager made a commitment that they are not going to raise taxes or assess residents, so that is an important concern for him on this budget. He believes if the residents at home and at the meeting today were to rank the firms their main concern would be budget just like him. That, and the design are the main reasons on how he ranked the firms.

**Councilmember Einstein** stated in terms of not raising taxes for this project, we have done this before, we had Capital Improvement Projects, the streets and roads, undergrounding of our lighting, our Stormwater improvements system. All these things were done without any assessments to the resident or increasing our taxes. That is what we are trying to keep our eye on. Another parameter right now that is confronting us is the financial package that is available right now in terms of interest rates; they are probably the lowest in history. If we are going to do it, we probably should do it now.

**Councilmember Lusskin** stated that she does agree with the Mayor that design and budget is critical here. Stated that the stepping stone for this project came from a survey that the Town put out almost four years ago, where we took the residents feedback. They wanted a new Town Hall. It was necessary, it was important, our Police Department could not stay here during hurricanes, and it was time. We are responding to the requests of our residents, she believes that is an important thing to know. For point of information, she agrees with Vice Mayor Bernstein she would prefer two elevators instead of one. A good thing for us socially, intellectually and in terms of safety.

**Town Attorney** stated that the voting will be formalized in the resolution that is in the agenda.

**Councilmember Mendal** spoke on the reasoning behind how he voted. For him it came down to price. We have a limited budget, it is not our money it is the resident's money, so we have to be very careful of how we allocate those resources. A close second was the functionality. This is not to create a new Town Hall, it is to create a new Civic Center. The amenities here are really for the residents. For him the biggest aspects are the chambers, which will double as a party room, which everyone has said we need here. Because we currently only have the beach pavilion and if it rains or is bad weather no one can do anything about it. Lastly, is who he felt like could come through on this project, we are trusting people with our Town resources so we have to make sure that they can actually complete what we are asking them to complete. Although it is on them, we still have to have faith that they will give it to us in a timely manner. That is where his head was at in terms of how he ranked these proposals.

**Mayor Singer** stated another thing the residents have to remember is that this is a Town asset. It will increase the value of everyone's residence. Also by converting the old Town Hall into a gym, a room for children, or an additional party room it is still an added amenity to the Town, which adds value to everyone's home. We have seen everyone's home prices go higher and higher because of what this Council has done with projects.

**Councilmember Lusskin** stated that she does not want everyone to think that we are going with the most inexpensive because that is all the Town can afford. We would not do anything at all if it were not right for the Town. We want you to understand that it is our responsibility to pick the best price and the most responsible organization that can do it. We would rather wait a year or two than do something like that. She feels good about our decision. Budget is important but we would not push something through if it were not right for us.

**Councilmember Einstein** stated that of the nine selection committee members, eight of them were unanimous on who they picked as their number one so that played a factor in his voting.

**Vice Mayor Bernstein** stated that each firm came with unique and beautiful proposals. What it came down to for him, was what they heard loudly from the community that they did not want to pay anything extra for this. Feels that everyone feels strongly that cost has to be one of the most important things. We have spent many months, if not years, going through this talking about the different criteria's we had in our RFP. There were certain amenities and things we were looking for from the surveys we provided the residents with. We wanted to make sure that during a hurricane our police could safely stay in Golden Beach to protect our homes. Feels very strongly that we have money available it is there and we cannot use it for other purposes. What the firms showed today is that we can build this with what we have budgeted for it. For the additional amenities, safety for our police officer, and safety of the employees who work in Golden Beach he feels that it is imperative that we build this.

**Town Manager** stated that before the clerk reads into the record each of your votes and we vote for the resolution, he wants to remind the residents and Council that this has been a two if not ten-year process; in 2008, he brought to the Council the first rendition of us building a new Town Hall. We have been working on this for over ten years, he has spent thousands of hours, he and the Mayor went on many different field trips looking at different city halls and different structures. We would not be where we are today if it was not for the feedback and input we have received from our residents, the many long hours by your staff, the selection committee and our consultants. Thanked them for their hard work and the long hours they put in to get us to where we are today. We know we cannot please everyone but we try to find a win-win among all our residents. After this the real work begins, we will bring to you a strong contract and a lot more will happen.

\*\*\*\* The **Town Clerk** read into the record the rankings\*\*\*\*

## **O. CONSENT AGENDA**

- 2. Official Minutes of the January 28, 2020 Local Planning Agency Hearing.**
- 3. Official Minutes of the January 28, 2020 Special Town Council Meeting.**
- 4. A Resolution of the Town Council Approving the Donation of \$2,000 to Best Buddies International.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE DONATION OF \$2,000.00 TO BEST BUDDIES INTERNATIONAL ON BEHALF OF THE TOWN OF GOLDEN BEACH 5K RACE COMMITTEE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 4  
Resolution No. 2667.20

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2667.20

**5. A Resolution of the Town Council Authorizing the Purchase of A Chevrolet Traverse Detective Police Vehicle.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND EQUIPPING OF ONE CHEVROLET TRAVERSE DETECTIVE VEHICLE AND THE USE OF GENERAL FUNDS TO PURCHASE AND EQUIP THE VEHICLE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 5  
Resolution No. 2668.20

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2668.20

**6. A Resolution of the Town Council Approving A Mutual Aid Agreement with the City of Miami Gardens.**

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 GARDENS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 6  
Resolution No. 2669.20

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2669.20

**7. A Resolution of the Town Council Assigning Each Councilmember An Area of Governmental Responsibility.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA ASSIGNING EACH COUNCILMEMBER THE DUTY TO INQUIRE INTO THE OPERATION OF A PARTICULAR AREA OF GOVERNMENTAL RESPONSIBILITY; PROVIDING FOR CONFLICT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 7  
Resolution No. 2670.20

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2670.20

**8. A Resolution of the Town Council Approving Change Orders to the Contract with Olin Hydrographic Solutions, Inc.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING CHANGE ORDER TO THE CONTRACT BETWEEN THE TOWN OF GOLDEN BEACH AND OLIN HYDROGRAPHIC SOLUTIONS, INC.; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 8  
Resolution No. 2671.20

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2671.20

Consensus vote 5 Ayes, 0 Nays. Items O2-O8 pass.

**P. TOWN RESOLUTIONS**

**9. A Resolution of the Town Council Ranking and Selecting Qualified Design Firms for the Civic Center Complex Masterplan Project.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, RANKING AND SELECTING QUALIFIED DESIGN FIRMS FOR THE CIVIC CENTER COMPLEX MASTERPLAN PROJECT; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 9  
Resolution No. 2672.20

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2672.20

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

On roll call, the following vote ensued:  
Mayor Glenn Singer

Aye

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

The motion passed.

**Town Manager** stated that now the committee has ranked their items and should they vote favorably on this item, tomorrow morning they are meeting to start contract negotiations.

**Mayor Singer** thanked all three firms for coming in today and for their presentations

**Councilmember Mendal** asked if they could change the location of the chamber/party room before signing the contract

**Town Attorney** stated the contract is a contract to set them off with the design process. The Council will see the conceptual phase early on with floor plans and have the input on that. Although a lot of it will be done administratively, we will bring these phases to you.

**Town Manager** stated the Town Attorney is correct but he wants to be clear as to how he intends to move this forward. He is not waiting for council meetings to start approving layouts and designs. We will be working with the Council individually outside of council meetings to get us to where those conceptual plans are ready for just a vote at the council meetings. Stated if the Council wants to be engaged then they have to make themselves available to him. We are not going to wait for once a month. Lissett will be driving to the Councils offices and going to where they are to show them where we are and to get consensus so we can start. If we wait for the public or council meetings this building will never be done. Stated the Town Attorney is correct you will be voting on everything, but it will not be at this forum.

**Vice Mayor Bernstein** stated that he still wants them to address covering the parking area.

**Councilmember Einstein** thanked the Town Manager. Stated he had a passion for it and pushed the Council to get it done.

*\*\*\*\* At this point, Councilmember Mendal left the meeting and remaining Councilmembers heard the variance request \*\*\*\**

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

Mayor Glenn Singer:  
None Requested

Vice Mayor Kenneth Bernstein:  
None Requested

Councilmember Judy Lusskin:  
None Requested

Councilmember Jaime Mendal:  
None Requested

Councilmember Bernard Einstein:  
None Requested

Town Manager Alexander Diaz  
None Requested

**Q. ADJOURNMENT:**

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

Consensus vote 4 Ayes 0 Nays. Motion passes.

The meeting adjourned at 8:04 p.m.

Respectfully submitted,

*Lissette Perez*  
Lissette Perez  
Town Clerk





# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** March 17, 2020

Item Number:

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

2

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

**Subject:** **Resolution No. 2673.20 – Authorizing and Approving Payment of \$1,500.00 to the Women’s Breast & Heart Initiative for the Eighth Annual Open the Door Event**

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2673.20 as presented.

### **Background:**

This resolution approves the donation made to the Women’s Breast & Heart Initiative.

The Women’s Breast and Heart Initiative is an outreach organization dedicated to educating women about the importance of breast and heart health while providing them with the resources to beat these diseases. The organization’s mission is to save lives by connecting under-served women with the early detection necessary to fight breast cancer and heart disease.

The Eighth Annual Open the Door Dinner Dance will be held on Friday, May 8<sup>th</sup> at the JW Marriott Miami Turnberry Resort & Spa in Aventura.

### **Fiscal Impact:**

If approved by Council the amount authorized will be \$1,500.00.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2673.20**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PAYMENT OF \$1,500.00 TO THE WOMEN'S BREAST AND HEART INITIATIVE FOR THE ANNUAL OPEN THE DOOR EVENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Women's Breast and Heart Initiative is a non-profit outreach organization dedicated to educating women about the importance of breast and heart health; and

**WHEREAS**, the mission of the Women's Breast Health Initiative is to save lives by connecting under-served women with the early detection necessary to fight breast cancer and heart disease; and

**WHEREAS**, the Town Council finds that a contribution in the amount of \$1,500.00 to the Women's Breast Health Initiative 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 \$1,500.00 to the Women's Breast and Heart Initiative is hereby authorized and approved.

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

**Section 4. Effective Date.** That this Resolution shall become effective immediately

upon approval of the Town Council.

Sponsored by the **Town Administration.**

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

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

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

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida,  
this 17<sup>th</sup> day of March, 2020.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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



## FACT SHEET

- WHAT:** The Women's Breast & Heart Initiative, Florida Affiliate's (WBHI) Open the Door Dinner Dance will be an exciting evening of dining, dancing and entertainment. The evening includes outstanding food, drink, and music. Also featured are silent and live auctions of unique and special items. The Open the Door Dinner Dance is planned by an active volunteer committee to benefit WBHI. Individual tickets for this magnificent evening are only \$175.00.
- WHO:** Open the Door is expected to attract more than 500 guests including community leaders and professionals from across South Florida to recognize the grass-roots efforts of WBHI.
- WHEN:** Friday, May 8, 2020, 7:00 p.m.
- WHERE:** JW Marriott Miami Turnberry Resort & Spa  
19999 West Country Club Drive  
Aventura, Florida 33180
- WHY:** The Women's Breast & Heart Initiative is a non-profit 501 (c)(3) organization that educates at-risk women about breast and heart health and the benefits of prevention, wellness and early detection. Proceeds help fund community outreach, education, and services provided to women in our under-served communities. During door-to-door neighborhood outreach, breast and heart health advocates provide at risk women with breast and heart health awareness, education, screening, referrals, as well as physical activity, nutrition and smoking cessation sessions, and provide these women with fresh fruits, vegetables, and healthy eating guides.

**To become a sponsor or auction donor or for more information please visit  
[www.flbreasthealth.com](http://www.flbreasthealth.com) or contact Andrea Ivory at 305.825.4081**





## **SPONSORSHIP OPPORTUNITIES**

### **\$20,000 PRESENTING SPONSOR**

- Two Premier tables of ten at event (with table signage)
- Company name and/or logo included in printed materials as Presenting Sponsor
- Prominent acknowledgement in commemorative program
- Inside cover advertisement in the commemorative program book
- Company name and/or logo included on WBHI website for one year with link
- Prominent recognition with name and/or logo at event
- Opportunity to distribute promotional items or materials at event

### **\$10,000 PINNACLE SPONSOR**

- Premier Table of ten at event (with table signage)
- Company name and/or logo included in printed materials
- Prominent acknowledgement in commemorative program
- Company name and/or logo included on WBHI website for one year with link
- (2) Full page advertisements in the commemorative program book
- Recognition with name and/or logo at event
- Opportunity to distribute promotional items or materials at event

### **\$5,000 VICTOR SPONSOR**

- Preferred Table of ten at event (with table signage)
- Acknowledgement in commemorative program
- Company name and/or logo included on WBHI website for one year
- Full page advertisement in the commemorative program book
- Recognition with name and/or logo at event

### **\$2,500 CONQUEROR SPONSOR**

- Six seats at event
- Acknowledgement in commemorative program
- Half page advertisement in the commemorative program book
- Recognition with name and/or logo at event

### **\$1,500 CHAMPION SPONSOR**

- Four seats at event
- Acknowledgement in commemorative program
- Quarter page advertisement in the commemorative program book
- Recognition with name and/or logo at event

### **\$2,500 VALET SPONSOR**

- Two seats at event
- Opportunity to place a promotional gift in each automobile
- Acknowledgement in commemorative program
- Recognition with name and/or logo at event



## SPONSORSHIP/TICKET COMMITMENT FORM

Yes, I/we will support *The Women's Breast & Heart Initiative, Florida Affiliate at the 2020 Open the Door Dinner Dance* in the following way:

- \$20,000 Presenting Sponsor
- \$10,000 Pinnacle Sponsor
- \$ 5,000 Victor Sponsor
- \$ 2,500 Conqueror Sponsor
- \$ 1,500 Champion Sponsor
- \$ 2,500 Valet Sponsor
- \$ 1,800 Table Host (Table of 10 with Signage)
- \$ 175 Individual Ticket – Quantity \_\_\_\_\_

Name: (Corporate, Foundation, Individual, as you would like it to appear in print):

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Title \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Payment:  Check     Credit Card     Online

Credit Card: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CSC: \_\_\_\_\_

***Please respond by Tuesday, March 16<sup>th</sup> to be included in the event invitation (if applicable)***

Please mail this form with your check, made payable to:

Women's Breast & Heart Initiative, Florida Affiliate  
14125 NW 80th Avenue, Suite 306, Miami Lakes, FL 33016  
Payment may also be made online at [www.flbreasthealth.com](http://www.flbreasthealth.com)  
Call 305-825-4081 for more information





# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** March 17, 2020

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

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

**Subject:** **Resolution 2674.20 – Approving the Proposal from  
Southeastern Engineering Contractors, Inc. for Water Meter  
Box Adjustments**

Item Number: <u>3</u>
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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2674.20 as presented.

### **Background:**

The Town wishes to alleviate stagnate and standing water at various locations throughout Town where water meters are depressed. These areas typically become blighted and breeding areas for pests. Our effort is to eliminate areas where ponding can occur; these areas are typically in the Town's right-of-way.

This item identifies 18 locations where the water meters are to be raised. This item authorizes the work of raising the meter boxes to be performed by Southeastern Engineering Contractors, Inc.; your approval is required as the proposal exceeds my spending authority of \$25,000.

We will engage Southeastern Maintenance and Services, LLC to perform the harmonization of the areas near the boxes.

### **Fiscal Impact:**

Project Budget of \$34,200.00 from the General Government Fund.

\$29,700.00 to Southeastern Engineering Inc. for raising the meter boxes  
\$4,500.00 for harmonization (as needed)

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2674.20**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE PROPOSAL PROVIDED BY SOUTHEASTERN ENGINEERING CONTRACTORS, INC. FOR THE ADJUSTMENTS OF WATER METER BOXES AT MULTIPLE SITES THROUGHOUT TOWN; PROVIDING FOR A WAIVER OF BIDDING PROCEDURES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND AN EFFECTIVE DATE.**

**WHEREAS**, the Administration is recommending that select water meter boxes throughout Town be raised; and

**WHEREAS**, the Town Council has determined that raising the water meters as identified by the Town Manager is in the best interest of the Town; and

**WHEREAS**, the Town Council finds that compliance with the bid procedures set forth in the Town's Code of Ordinances (the "Town Code") is impractical and not in the best interest of the Town; and

**WHEREAS**, the Town Council has determined that the proposal submitted by Southeastern Engineering Contractors, Inc. attached hereto as Exhibit "A," (the "Proposal") is acceptable and will well serve the needs of the Town residents.

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

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

**Section 2. Proposal Approved.** The Town Council hereby approves the Proposal.



**Section 3. Waiver of Competitive Bidding.** The Town Council finds that compliance with the bid procedures within the Town Code is impractical and hereby waives such procedures in accordance with Section 2-275 of the Town Code.

**Section 4. Implementation.** The Town Mayor and Town Manager are hereby directed to take all steps necessary to implement this Resolution, including the execution of the Proposal and/or contract approval by the Town Attorney.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon adoption.

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

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

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 17<sup>th</sup> day March, 2020.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

# RESOLUTION 2674.20 EXHIBIT A



PROPOSAL					
PROJECT DESCRIPTION:		TOWN OF GOLDEN BEACH			DATE: 02/06/2020
FINANCIAL PROJECT ID:		Water Meter Box Adjustments Multiple Sites			
PROJECT NO.:		N/A			
ITEM		UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT
	Note: Based in previous proposal at 345 GBD @ \$3,380/ adjustment we are proposing a pack @ \$1,650/ Adjustment, including:				
	Demolition and Disposal				
	Lifting Water Meter Box				
	Concrete Slab Replacement				
	Install Fill to Bring Slab to New Grade				
	Restoration work and clean-up				
	Submerged Meter Boxes Adjustments	EA	18.00	1,650.00	29,700.00
	Sites:				
	437 GBD	100 GBD			
	654 GBD	190 GBD			
	455 C. Island	254 GBD			
	354 GBD	96 Terracina			
	167 GBD	137 GBD			
	225 GBD	185 GBD			
	417 GBD	237 GBD			
	434 GBD	205 OB			
	264 S. Island	176 OB			
				<b>TOTAL</b>	<b>29,700.00</b>

**Payment Terms:**

The price(s) quoted here are based on the quantities/measurements stated above. Any change in measurement or quantity may result in a price adjustment. Customer agrees to pay interest on past due payments at the highest rates allowed by law from when payment is due until payment is received by Southeastern. Customer agrees to pay all costs of collections due to non payment and reasonable attorney fees of the contractor in any effort to collect moneys under this agreement. All prices quoted are good for 30 days.

**Exclusions:** Permit fees unless specifically accounted for above, HOA fees, landscape restoration or any other work not specifically listed or described in this proposal. If you do not see an item of work described above please do not assume that it is accounted for.

Cost of restoration work (other than sod) of affected areas is to be priced by SEC and approved by the Town prior to SEC performing the restoration work. No restoration or repairs work such as landscaping, irrigation, etc., etc. is included in above items.

Minimum charge for concrete is \$1,850

Submitted by **Southeastern Engineering Contractors, Inc.**

911 NW 209th Avenue, Suite 101  
Pembroke Pines, Fl. 33029

Accepted by: \_\_\_\_\_

Address:

\_\_\_\_\_  
Town of Golden Beach



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** March 17, 2020

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

**From:** Alexander Diaz,  
Town Manager

Item Number:

4

**Subject: Resolution No. 2675.20 - Approving an Interlocal Agreement  
Between the Town and Miami-Dade County for the  
Enforcement of Civil Penalties for Code Violations**

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2675.20 as presented.

### **Background:**

The Interlocal Agreement will provide our Police Officers with the ability to treat certain law violations as Civil Citations. This will reduce the number of arrest(s) that need to be made for certain law violations as listed in the agreement.

In an effort to streamline the number of arrest case-loads at the County Courts, and the number of hours tying up Police Officers; the County has enacted an Ordinance allowing for the issuance of a Civil Cavitation in lieu of an arrest in certain circumstances.

### **Fiscal Impact:**

There is no cost to the Town to participate.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2675.20**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE TOWN AND MIAMI-DADE COUNTY, FLORIDA FOR THE ENFORCEMENT OF CIVIL PENALTIES FOR CODE VIOLATIONS; 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 an Interlocal Agreement (the "Agreement"), attached to this Resolution as Exhibit "A" between the Town and Miami-Dade County, Florida, described and outlined in the attached Agenda Item Report; and

**WHEREAS**, Sections 7-1(C), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(B), 21-21, 21-21.2(B), 21-21.3, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(B), 21-29.1, 21-31.1, 21-31.2(B)(1), 21-31.2(B)(2), 21-31.4(B), 21-35(D), 21-36, 21-36.1, 21-36.3(C), 21-38(A), 21-51, 21-56, 21-57, 21-81(D), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, and 31-105 of the Code of Miami-Dade County (the "Specified Sections") apply countywide and are enforced, in part, through civil penalties under section 8CC of the Code; and

**WHEREAS**, the Town is authorized to enforce within its lawful jurisdiction within Miami-Dade County provisions of the Code through chapter 8CC of the County Code, including but not limited to the ability to issue civil violation notices under Section 8CC-10 of the Code; and

**WHEREAS**, all law enforcement officers that are employed by the Town are authorized by this Agreement to perform the enforcement functions outlined in and in accordance with this agreement, 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 the **Town Administration**

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

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

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida, this 17<sup>th</sup> day of March, 2020.

ATTEST:

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

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

# RESOLUTION 2675.20 EXHIBIT A

## INTERLOCAL AGREEMENT BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

THE TOWN OF GOLDEN BEACH

**ALLOWING THE GOLDEN BEACH POLICE DEPARTMENT TO ENFORCE SECTIONS 7-1(C), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(B), 21-21, 21-21.2(B), 21-21.3, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(B), 21-29.1, 21-31.1, 21-31.2(B)(1), 21-31.2(B)(2), 21-31.4(B), 21-35(D), 21-36, 21-36.1, 21-36.3(C), 21-38(A), 21-51, 21-56, 21-57, 21-81(D), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, AND 31-105 OF THE CODE OF MIAMI-DADE COUNTY THROUGH CHAPTER 8CC OF THE COUNTY CODE**

This Interlocal Agreement ("Agreement") is made and entered this 3<sup>rd</sup> day of March, 2020 by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter "COUNTY") and the Town of Golden Beach (hereafter "PARTICIPATING ENTITY").

### WITNESSETH

WHEREAS, a PARTICIPATING ENTITY may enforce within its lawful jurisdiction within Miami-Dade County provisions of the Code of Miami-Dade County (the "County Code") through chapter 8CC of the County Code upon execution and adoption of an interlocal agreement by the COUNTY and the PARTICIPATING ENTITY which contains the sections of the County Code the PARTICIPATING ENTITY wishes to enforce, the job title of the agents or employees of the PARTICIPATING ENTITY authorized to perform the enforcement functions, the amount reimbursable to the COUNTY for administrative costs, the amount of revenue reimbursable to the PARTICIPATING ENTITY from any fine collected, an agreement to indemnify and hold the COUNTY harmless from and against any and all liability, actions and causes of actions relating to the PARTICIPATING ENTITY's enforcement, and a term not to exceed three (3) years; and

**WHEREAS**, the COUNTY and the PARTICIPATING ENTITY agree that it is in their mutual best interests and the best interests of the PARTICIPATING ENTITY and of the citizens of the COUNTY to have the PARTICIPATING ENTITY enforce the provisions of sections 7-1(c), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(b), 21-21, 21-21.2(b), 21-21.3, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(b), 21-29.1, 21-31.1, 21-31.2(b)(1), 21-31.2(b)(2), 21-31.4(b), 21-35(d), 21-36, 21-36.1, 21-36.3(c), 21-38(a), 21-51, 21-56, 21-57, 21-81(d), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, and 31-105 of the County Code, as they may be amended from time to time, through chapter 8CC of the County Code,

**NOW, THEREFORE, IN CONSIDERATION** of the mutual benefits derived here from and in compliance with section 8CC-11 of the County Code, the COUNTY and the PARTICIPATING ENTITY covenant and agree as follows:

**I. CODE SECTIONS SUBJECT TO ENFORCEMENT**

The PARTICIPATING ENTITY is authorized to enforce the provisions of sections 7-1(c), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(b), 21-21, 21-21.2(b), 21-21.3, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(b), 21-29.1, 21-31.1, 21-31.2(b)(1), 21-31.2(b)(2), 21-31.4(b), 21-35(d), 21-36, 21-36.1, 21-36.3(c), 21-38(a), 21-51, 21-56, 21-57, 21-81(d), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, and 31-105 of the County Code (the “Specified Sections”), as they may be amended from time to time, through chapter 8CC of the County Code, including but not limited to the ability to issue civil violation notices under section 8CC-10 of the County Code for violations of the provisions of the Specified Sections, as they may be amended from time to time, within the jurisdiction of the PARTICIPATING ENTITY. Notwithstanding this authorization, nothing in this Agreement shall be construed to limit,

supersede, or remove the independent authority of the COUNTY to enforce the Specified Sections within the jurisdiction of the PARTICIPATING ENTITY.

**II. AUTHORIZED AGENTS**

All law enforcement officers as defined by section 943.10(1), Florida Statutes that are employed by the PARTICIPATING ENTITY are authorized by this Agreement to perform the enforcement functions outlined in and in accordance with this Agreement.

**III. AMOUNT REIMBURSABLE TO MIAMI-DADE COUNTY FOR COSTS RELATED TO THE CONDUCT OF HEARINGS ON APPEALS**

The PARTICIPATING ENTITY shall reimburse the COUNTY for the administrative costs relating to the conduct of hearings on appeals from violations as provided in Section I above by paying the administrative fee for civil violation hearings as outlined in Implementing Order 4-33. The PARTICIPATING ENTITY shall also be responsible for reimbursing the COUNTY for any attorney's fees and costs, including the costs of transcripts and clerical costs, incurred in such proceedings. The billing for the administrative fee and any incurred attorney's fees and costs shall be processed by the Miami-Dade Police Department, and funds shall be payable to the Miami-Dade Police Department within thirty (30) days of receipt of an invoice for such services. Funds received by the Miami-Dade Police Department from the PARTICIPATING ENTITY will be deposited into the Miami-Dade County Diversion Program, except that a portion of the funds received from the PARTICIPATING ENTITY may be used to offset costs incurred by the Miami-Dade Police Department in connection with billing for the above fee and costs.

In addition, the PARTICIPATING ENTITY shall bear all costs relating to any subsequent appeal of the Hearing Officer's decision to the Circuit Court of the Eleventh Judicial Circuit and/or any higher court, and shall be solely responsible for representing the PARTICIPATING ENTITY in any such proceedings.



**IV. AMOUNT OF REVENUE REIMBURSABLE TO THE PARTICIPATING ENTITY FROM THE FINE COLLECTED**

Subject to applicable state law, the Clerk of Courts shall, on a quarterly basis, reimburse to the PARTICIPATING ENTITY the fines collected from the issuance of civil violation notices for violations of the Specified Sections as set forth in section 8CC-10 of the County Code. Prior to the reimbursement, the Clerk of Courts will deduct the Clerk's administrative costs of processing the civil violation notices from the fines collected. Should the violator opt to enter the Miami-Dade County Diversion Program as set forth in Implementing Order 2-12, the Clerk shall pay to the COUNTY, and the COUNTY shall keep, the entire processing fee paid by the violator.

**V. TERM OF AGREEMENT AND RENEWALS**

This Agreement shall be in full force and effect from the date of the final execution by either party and shall continue for three (3) years. At the expiration of the three (3) year period, in order for the PARTICIPATING ENTITY to continue its enforcement efforts, the COUNTY and the PARTICIPATING ENTITY may renew this Agreement for up to three (3) terms of three (3) years each.

**VI. PARTICIPATING ENTITY INDEMNIFICATION OF THE COUNTY**

Subject to the limitations set forth in section 768.28, Florida Statutes, and all other applicable laws, the PARTICIPATING ENTITY shall indemnify and hold harmless the COUNTY from and for any losses, claims, causes of action, or damages of any nature whatsoever, arising from the act, omission, performance, or failure of performance of the PARTICIPATING ENTITY or the PARTICIPATING ENTITY's agents, contractors, servants, and employees relative to the enforcement of the provisions of the Specified Sections pursuant to chapter 8CC of the County Code. The PARTICIPATING ENTITY shall defend the COUNTY in any action, including any action in the name of the COUNTY.

**VII. DEFAULT**

A. Without limitation, the failure by the PARTICIPATING ENTITY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a “Participating Entity Default.” If a Participating Entity Default should occur, the COUNTY shall have all the following rights and remedies which may be exercised singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the PARTICIPATING ENTITY thereunder are terminated, effective upon such date as is designated by the COUNTY. Provided, however, that the COUNTY shall give PARTICIPATING ENTITY a period of thirty (30) days after receipt of the written notice from the COUNTY of said default to cure any Participating Entity Default unless the COUNTY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the PARTICIPATING ENTITY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the COUNTY’s satisfaction, then it shall be deemed that no Participating Entity Default shall have occurred under the provisions of this paragraph.

2. Any and all rights provided under the laws of the State of Florida.

B. Without limitation, the failure by the COUNTY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a “County Default.” If a County Default should occur, the PARTICIPATING ENTITY shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the COUNTY thereunder are terminated, effective upon such date as is designated by the PARTICIPATING ENTITY. Provided, however, that the PARTICIPATING ENTITY shall give the COUNTY a period of thirty (30) days after receipt of written notice from the PARTICIPATING ENTITY of said default to cure any County Default unless the PARTICIPATING ENTITY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the COUNTY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the PARTICIPATING ENTITY's reasonable satisfaction, then it shall be deemed that no County Default shall have occurred under the provisions of this paragraph.
2. Any and all rights provided under the laws of the State of Florida.

#### **VIII. TERMINATION**

Notwithstanding the above, this agreement may be terminated by either the COUNTY or the PARTICIPATING ENTITY upon thirty (30) days' written notice.

#### **IX. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The COUNTY and the PARTICIPATING ENTITY agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the COUNTY and the PARTICIPATING ENTITY for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

**X. ENTIRETY OF AGREEMENT**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The COUNTY and the PARTICIPATING ENTITY agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the COUNTY and the PARTICIPATING ENTITY as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by both the COUNTY and the PARTICIPATING ENTITY and their authorized representatives.

**XI. HEADINGS**

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

**XII. RIGHTS OF OTHERS**

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the COUNTY and the PARTICIPATING ENTITY any rights or remedies under or by reason of this Agreement.

**XIII. REPRESENTATION OF THE ENFORCEMENT ENTITY**

The PARTICIPATING ENTITY represents that: (i) this Agreement has been duly authorized, executed, and delivered by the governing body of the PARTICIPATING ENTITY or its designee; and (ii) it has the required power and authority to perform this Agreement.

**XIV. REPRESENTATION OF COUNTY**

The COUNTY represents that: (i) this Agreement has been duly authorized, executed, and delivered by the governing body of the COUNTY or its designee; and (ii) the COUNTY has the required power and authority to perform this Agreement.

**XV. WAIVER**

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

**XVI. INVALIDITY OF PROVISIONS, SEVERABILITY**

Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

**XVII. NOTICE**

Notices to the PARTICIPATING ENTITY shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

PARTICIPATING ENTITY  
Golden Beach Manager  
Town of Golden Beach  
1 Golden Beach Drive  
Golden Beach, FL  
33160

with copy to:

PARTICIPATING ENTITY Attorney  
Golden Beach Attorney  
Town of Golden Beach  
1 Golden Beach Drive  
Golden Beach, FL  
33160

Notices to the COUNTY shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

Miami-Dade County Mayor  
Miami-Dade County  
Stephen P. Clark Center  
111 N.W. 1st Street, 29th Floor  
Miami, FL 33128

with copy to:

Miami-Dade County Attorney  
Miami-Dade County  
Stephen P. Clark Center  
111 N.W. 1st Street, 28th Floor  
Miami, FL 33128

Or such other respective address as the COUNTY and the PARTICIPATING ENTITY may designate to each other in writing from time to time.

**IN WITNESS WHEREOF**, the COUNTY and the PARTICIPATING ENTITY hereto have set their hands and seals the day and year first above written.

**MIAMI-DADE COUNTY**

*fa*  
M. G. 3/3/2020  
Date

Carlos A. Gimenez, Mayor

MURICE L. KEMP  
DEPUTY MAYOR  
MIAMI-DADE CTY. FL

ATTEST:

H. Ruvin 3/3/20  
Date

Harvey Ruvin, County Clerk  
Miami-Dade County, Florida

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

A. V. 2/26/2020  
Date

Anita Viciano  
Assistant County Attorney  
Miami-Dade County, Florida



**TOWN OF GOLDEN BEACH**

\_\_\_\_\_  
Alexander Diaz Date  
Town Manager

ATTEST:

\_\_\_\_\_  
Lissette Perez Date  
Town Clerk

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
Stephen Helfman Date  
Town Attorney