



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Agenda for the November 24, 2020
Special Town Council Zoom Virtual Meeting called for 5:30 P.M.

Zoom Room Meeting ID: 875 2668 1792 Password: 138915

For Dial In Only: Call 929.205.6099 Meeting ID: 875 2668 1792

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO LPEREZ@GOLDENBEACH.US BY 2:00 P.M. TUESDAY, OCTOBER 20, 2020.

- A. MEETING CALLED TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. PRESENTATIONS / TOWN PROCLAMATIONS
- E. MOTION TO SET THE AGENDA

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

- F. GOOD AND WELFARE
- G. MAYOR'S REPORT
- H. CORONAVIRUS UPDATE
- I. COUNCIL COMMENTS
- J. TOWN MANAGER REPORT
- K. TOWN ATTORNEY REPORT
- L. ORDINANCES – SECOND READING

1. **An Ordinance of the Town Amending the Town's Comprehensive Plan to Provide for Development and Use of Public Facilities Within Lands Designated Recreation and Open Space.**

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT AND RECREATION AND OPEN SPACE ELEMENT OF THE TOWN'S COMPREHENSIVE PLAN TO

PROVIDE FOR DEVELOPMENT AND USE OF PUBLIC FACILITEIS WITHIN LANDS DESIGNATED RECREATION AND OPEN SPACE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Ordinance No. 593.20

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 593.20

2. An Ordinance of the Town Council Amending the Town’s Code to Revise Chapter 6, “Zoning,” By Creating a New Section 66-9 “Public Uses of Facilites.”

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN’S CODE OF ORDINANCES TO REVISE CHAPTER 66, “ZONING,” BY CREATING A NEW SECTION 66-9 “PUBLIC USES AND FACILITIES”, PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Ordinance No. 594.20

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 594.20

3. An Ordinance of the Town Council Terminating the Police Officers Retirement Fund.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 24, “PERSONNEL,” ARTICLE II, “RETIREMENT,” DIVISION 2 “POLICE OFFICERS” TO TERMINATE THE TOWN OF GOLDEN BEACH POLICE OFFICERS RETIREMENT FUND; TO ADOPT PROCEDURES AND CRITERIA FOR TERMINATING THE FUND BY AMENDING SECTION 24-63 “TERMINATION OF THE FUND”; PROVIDING FOR CONFLICTS; PROVIDING FOR STAFF DIRECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Ordinance No. 595.20

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 595.20

M. ORDINANCES - FIRST READING

None

N. QUASI JUDICIAL RESOLUTIONS

None

O. CIVIC CENTER COMPLEX MASTERPLAN UPDATE

P. CONSENT AGENDA

4. **Official Minutes of the October 20, 2020 Fiber Options Zoom Virtual Workshop**
5. **Official Minutes of the October 20, 2020 Regular Town Council Zoom Virtual Meeting**
6. **A Resolution of the Town Council Approving A Mutual Aid Agreement with the Miami-Dade Police Department.**

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

Exhibit: Agenda Report No. 6
Resolution No. 2712.20

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2712.20

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A NEW AGREEMENT WITH DAVID T. CASERTA GOVERNMENT RELATIONS, INC. FOR CONSULTING SERVICES FOR THE PERIOD BEGINNING NOVEMBER 1, 2020 THROUGH OCTOBER 31, 2021; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 7
Resolution No. 2713.20

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2713.20

8. A Resolution of the Town Council Approving An Agreement with Southeastern Engineering Contractors, Inc. For the Installation of An Outfall Valve in South Parkway.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE PROPOSAL PROVIDED BY SOUTHEASTERN ENGINEERING CONTRACTORS, INC. FOR THE INSTALLATION OF AN OUTFALL VALVE IN SOUTH PARKWAY; PROVIDING FOR A WAIVER OF BIDDING PROCEDURES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 8
Resolution No. 2714.20

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2714.20

Q. TOWN RESOLUTIONS

None

R. 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
None Requested

S. ADJOURNMENT:

DECORUM:

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

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

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

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

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



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 24, 2020

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manger *Alex B*

Items Number:

1 & 2

Subject: Ordinance No. 593.20 and 594.20 – Amending the Town’s Comprehensive Plan to Provide for the Development an dUse of Public Facilities and the Town’s Code, to Revise Chapter 66 “Zoning”, by Creating a New Section 66-9 “Public Uses and Facilities”

Recommendation:

It is recommended that the Town Council adopt the attached Ordinances No. 593.20 and 594.20 as presented.

Background:

There are no changes from first reading when this item was approved unanimously.

We are recommending a change to both the Towns Comprehensive Plan (COMP PLAN) and the Town’s Zoning Ordinance for the purposes of providing for additional public services and for public facilities to be permitted on properties within the Town as approved by the Town Council.

Fiscal Impact:

None.

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 593.20

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT AND RECREATION AND OPEN SPACE ELEMENT OF THE TOWN'S COMPREHENSIVE PLAN TO PROVIDE FOR DEVELOPMENT AND USE OF PUBLIC FACILITIES WITHIN LANDS DESIGNATED RECREATION AND OPEN SPACE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

1 **WHEREAS**, the Town's Comprehensive Plan was originally adopted on December
2 6, 1988; and

3 **WHEREAS**, the Comprehensive Plan was last amended in 2009 pursuant to
4 Ordinance No. 535.08; and

5 **WHEREAS**, the Comprehensive Plan does not give guidance regarding public
6 facilities on lands designated Open Space and Recreation; and

7 **WHEREAS**, the Town owns lands within the Open Space and Recreation
8 designation wherein future public facilities may be advantageous to the residents of the
9 Town; and

10 **WHEREAS**, the Town Council has studied the Comprehensive Plan and found that
11 certain amendments are necessary and desirable to clarify that public facilities may be
12 permitted on lands designated Open Space and Recreation; and

13 **WHEREAS**, the Town Council, in its capacity as the Local Planning Agency (LPA),
14 has held a public meeting to review the proposed amendments to the Comprehensive Plan
15 and recommends approval; and

16 **WHEREAS**, the Town Council held duly advertised public meetings to consider the
17 proposed amendments to the Comprehensive Plan; and

18 **WHEREAS**, public agencies have been notified and were provided opportunity to
19 comment as required by Section 163.3184(3)(b), Florida Statutes; and

20 **WHEREAS**, said public agencies had no substantive comments regarding the
21 proposed text amendment, but did seek modifications to Section 5 of this ordinance
22 governing the effective date, which changes have been made; and

23 **WHEREAS**, the Town Council finds that this Ordinance is in the best interest and
24 welfare of the residents of the Town.

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

27 **Section 1. Recitals Adopted.** That the preceding “Whereas” clauses are
28 ratified and incorporated as a record of the legislative intent of this Ordinance.

29 **Section 2. Amendments.** That the Town of Golden Beach Comprehensive
30 Plan is hereby amended to modify the Future Land Use and Recreation and Open Space
31 Elements as follows:¹

32 Amendment to Page 7 of “**2.0 Future Land Use**” Element

33 **Recreation and Open Space Use.** In addition to the residential land
34 use, the Town has approximately 5.18 acres (6.72 acres with adjacent
35 R.O.W.) or park or open space . . . The Town has added over 2 acres
36 of recreation and open space land use since 1988 by acquiring lots
37 vacant near existing park sites and is well served by recreation and
38 open space for its current population demographics, which have
39 become younger and more family oriented in recent years. To
40 accommodate additional public services, public facilities are permitted
41 on properties within this designation subject to approval by the Town
42 Council.

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.

43 Amendment to Page 8 of “2.0 Future Land Use” Element

44 **Public Facilities.** The third land use within the Town is public facilities
45 . . . The Town Hall is surrounded on the north and east by the Town
46 Lawn, an open space area that is used by the Town for special events
47 such as the Town Fair and summertime movies. Public facilities may
48 also be permitted on properties designated for Recreation and Open
49 Space where approved by the Town Council.

50

51 Amendment to Page 19 of “2.0 Future Land Use” Element

52 **Objective 1.3:** Ensure that all land development meet or exceed
53 minimum land development code requirements and that the Town
54 adopt regulations to provide adequate guidelines for both main
55 structures, accessory uses and structures, other side areas and public
56 spaces.

57 * * *

58 **Policy 1.3.4:** Provide for additional public facilities on lands
59 designated for Recreation and Open Space after approval by
60 the Town Council based on compatibility with Town objectives
61 and applicable property development standards.

62

63 Deletion on Page 20 of “2.0 Future Land Use” Element

64 **Minimum Florida Administrative Code (F.A.C.) Requirements**

65 **Chapter 9J-5.006**

66 **Future Land Use Element**

67 **Items that do not apply to the Town of Golden Beach**

68 * * *

69 ~~9J-5.006(3)(b)(9) — Provide land for public facilities as necessary for~~
70 ~~growth — No land available and no growth expected; public facilities~~
71 ~~are adequate for growth~~

72
73 Amendment to Page 8 of “**8.0 Recreation and Open Space**” Element:

74 **Future Park Acreage and Level of Service Standard.**

75 As stated above, the Town of Golden Beach currently has 5.43 acres
76 of parkland . . . At build-out the Town will exceed the minimum park
77 acreage requirements of Miami-Dade County by about 2.2. acres
78 which additional acreage may be developed as public facilities on
79 recreation and open space lands while maintaining adopted LOS.

80
81 Amendment to Page 9 of “**8.0 Recreation and Open Space**” Element:

82 **Tweddle Park Recommendations:**

83 * * *

84 13.) Accommodate public facilities as permitted by the Town
85 Council.

86 **Section 3. Severability.** The provisions of this Ordinance are declared to be
87 severable, and if any section, sentence, clause or phrase of this Ordinance shall for any
88 reason be held invalid or unconstitutional, such decision shall not affect the validity of the
89

90 remaining sections, paragraphs, sentences, clauses, phrases and words of this Ordinance
91 shall stand notwithstanding the invalidity of any part.

92 **Section 4. Conflicts.** That all Sections or parts of Sections of the Code of
93 Ordinance, all Ordinance or parts of Ordinances, and all Resolutions, or parts of
94 Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

95 **Section 5. Effective Date.** That this Ordinance shall be in full force and take
96 effect immediately upon its passage and adoption on second reading, except that the
97 effective date of this plan amendment, if the amendment is not timely challenged, shall be
98 31 days after the state land planning agency notifies the local government that the plan
99 amendment package is complete. If the amendment is timely challenged, this amendment
100 shall become effective on the date the state land planning agency or the Administration
101 Commission enters a final order determining this adopted amendment to be in
102 compliance. No development orders, development permits, or development dependent on
103 this amendment may be issued or commence before it has become effective.

104 The Motion to adopt the foregoing Ordinance was offered by Councilmember
105 Luskin, seconded by Councilmember Mendal, and on roll call the following vote ensued:

106	Mayor Glenn Singer	<u>Aye</u>
107	Vice-Mayor Bernard Einstein	<u>Aye</u>
108	Councilmember Kenneth Bernstein	<u>Aye</u>
109	Councilmember Jaime Mendal	<u>Aye</u>
110	Councilmember Judy Luskin	<u>Aye</u>

111
112

113 **PASSED AND ADOPTED** on first reading this 8th day of September, 2020.

114 The Motion to adopt the foregoing Ordinance was offered by _____,

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

116	Mayor Glenn Singer	_____
117	Vice-Mayor Bernard Einstein	_____
118	Councilmember Kenneth Bernstein	_____
119	Councilmember Jaime Mendal	_____
120	Councilmember Judy Luskin	_____

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PASSED AND ADOPTED on second reading this ____ day of _____, 2020.

124

125 ATTEST:

MAYOR GLENN SINGER

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127
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129 _____
130 LISSETTE PEREZ
131 TOWN CLERK

132
133

134 APPROVED AS TO FORM
135 AND LEGAL SUFFICIENCY:

136
137
138

139 _____
140 STEPHEN J. HELFMAN
TOWN ATTORNEY

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 594.20

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES TO REVISE CHAPTER 66, "ZONING," BY CREATING A NEW SECTION 66-9 "PUBLIC USES AND FACILITIES", PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

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

3 **WHEREAS**, the Town Council has studied the current Code provisions of the Town
4 and found that certain modifications are necessary and desirable to provide further flexibility
5 in the siting of public uses and facilities to serve the residents of the Town; and

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

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

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

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

15 **Section 2. Code Amended.** That the Town of Golden Beach Code is hereby
16 amended to modify Article I. "In General," of Chapter 66, "Zoning" as follows:¹

17 **CHAPTER 66 ZONING**

18 * * *

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.

19 **ARTICLE I. IN GENERAL**

20 * * *

21 **Sec. 66-9. – Public Uses and Facilities.**

22

23 Public uses and facilities shall be permitted in any zoning district or
24 construction zone at densities and intensities approved by the Town Council
25 at a publicly noticed meeting.

26

27 * * *

28

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

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

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

41 **Section 6. Effective Date.** That this Ordinance shall be in full force and take
42 effect immediately upon its passage and adoption.

43 The Motion to adopt the foregoing Ordinance was offered by Councilmember
44 Luskin, seconded by Councilmember Einstein, and on roll call the following vote ensued:

45	Mayor Glenn Singer	<u>Aye</u>
46	Vice-Mayor Bernard Einstein	<u>Aye</u>
47	Councilmember Kenneth Bernstein	<u>Aye</u>
48	Councilmember Jaime Mendal	<u>Aye</u>
49	Councilmember Judy Luskin	<u>Aye</u>

50

51

52 **PASSED AND ADOPTED** on first reading this 8th day of September, 2020.

53 The Motion to adopt the foregoing Ordinance was offered by _____,

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

55	Mayor Glenn Singer	_____
56	Vice-Mayor Bernard Einstein	_____
57	Councilmember Kenneth Bernstein	_____
58	Councilmember Jaime Mendal	_____
59	Councilmember Judy Lusskin	_____

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61
62 **PASSED AND ADOPTED** on second reading this ___ day of _____, 2020.

63

64 ATTEST:

MAYOR GLENN SINGER

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66
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68 _____
69 LISSETTE PEREZ
70 TOWN CLERK

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73 APPROVED AS TO FORM
74 AND LEGAL SUFFICIENCY:

75
76
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78 _____
79 STEPHEN J. HELFMAN
TOWN ATTORNEY

80



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 24, 2020

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manger *Alex B*

Subject: Ordinance No. 595.20– Amending Code, Chapter 24, Section
24-63, Terminating the Town of Golden Beach Police Officers
Retirement Fund.

Item Number:

3

Recommendation:

It is recommended that the Town Council adopt the attached Ordinance No. 595.20 as presented.

Background:

There are no changes from first reading when this item was approved unanimously.

The Town maintains a supplemental retirement benefit plan for its certified police officers, which is known as the Town of Golden Beach Police Officers Retirement Fund (the “Fund”), and which is codified in Chapter 24 of the Town’s Code.

This Ordinance amends the Code to allow for the liquidation of the Fund’s assets and, upon completion, close and terminate the Fund.

This fund is funded by the State of Florida on an annual basis; moving forward the distribution of funds will be deposited into the Employees established 457 account with ICMA-RC.

Fiscal Impact:

An actuarial impact statement will be provided between first and final reading by the Fund’s actuary.

TOWN OF GOLDEN BEACH, FLORIDA

ORDINANCE NO. 595.20

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 24, "PERSONNEL," ARTICLE II, "RETIREMENT," DIVISION 2 "POLICE OFFICERS" TO TERMINATE THE TOWN OF GOLDEN BEACH POLICE OFFICERS RETIREMENT FUND; TO ADOPT PROCEDURES AND CRITERIA FOR TERMINATING THE FUND BY AMENDING SECTION 24-63 "TERMINATION OF THE FUND"; PROVIDING FOR CONFLICTS; PROVIDING FOR STAFF DIRECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Golden Beach (the "Town") maintains a supplemental retirement benefit plan for its certified police officers ("Members"), which is known as the Town of Golden Beach Police Officers Retirement Fund (the "Fund"), and which is codified in Chapter 24 of the Town's Code of Ordinances (the "Code"); and

WHEREAS, by Memorandum of Understanding, the Town and the Florida State Lodge, Fraternal Order of Police, Inc., upon a vote of the active Police Officers, mutually agreed to terminate the Fund in accordance with Section 24-63 of the Code and Florida Statutes §185.37; and

WHEREAS, the Fund's Board of Trustees has approved the termination of the Fund; and

WHEREAS, Section 24-63 of the Code and Florida Statutes §185.37 both provide that the accrued benefits of the Members are nonforfeitable in the event the Fund is terminated; and

WHEREAS, the Town Council desires to amend and clarify the provisions of the Fund related to its termination as provided for in this Ordinance, but only if such

amendments will take effect in a way that includes the distribution of nonforfeitable accrued benefits to the Members and any Beneficiaries.

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

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

Section 2. Code Amended. That Section 24-63 "Termination of the Fund" of Division 2 "Police Officers" of Article II "Retirement" of the Town Code is hereby amended to read as follows:¹

Sec. 24-63. – Repeal and Termination of the Fund and Distribution of the Fund.

~~In the event that the Fund is terminated by the Town, each Participant shall become fully vested in his Share Account regardless of his length of service. Accumulated Contributions and Share Accounts shall be updated as of the date of the Fund's termination in keeping with the allocation procedures specified in Section 24-60 of this Division. Once the final allocation has been completed, distributions of the respective accounts to each Participant shall be completed.~~

- (a) Except as otherwise provided herein with respect to the winding-up of the Fund by the Board of Trustees, this Division establishing the Fund, and any subsequent ordinances pertaining to said Fund, is hereby repealed and terminated, with the amount of Accumulated Contributions accrued to the Member or Beneficiary being fully vested (nonforfeitable), and each Member becoming fully vested in his Share Account regardless of his length of service.
- (b) Accumulated Contributions and Share Accounts shall be updated and valued as of September 30, 2020 in keeping with the allocation procedures specified in Section 24-60 of this Division as that Section existed immediately prior to the termination.
- (c) The Board shall continue to exist and to administer the Fund for the sole purpose of liquidating the assets of the Fund for the sole benefit of the then Members, any Beneficiaries then receiving retirement allowances, and any future persons entitled to receive benefits until all nonforfeitable benefits have been distributed. As such, this Fund shall remain in existence until the final benefit payment has been made

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

to the last Member or Beneficiary and shall then be closed and terminated in accordance with the provisions in this section.

(d) Assets of the Fund shall be distributed in accordance with the following procedures and criteria:

(1) The Board of Trustees shall determine the date of distribution and the asset value required to fund all the nonforfeitable benefits to be distributed, after taking into account the expenses of such distribution. The Board shall inform the City if additional assets are required, in which event the City shall continue to financially support the Fund until all nonforfeitable benefits have been funded.

(2) The method of distribution of the asset value shall be by eligible rollover payment in cash or by direct trustee to trustee transfer to an eligible retirement plan (as that term is defined in Subsection 402(c) of the Internal Revenue Code) to each Member entitled to benefits under the Fund as specified in subsection (3).

(3) The Board of Trustees shall distribute the asset value as of September 30, 2020. The amount payable to each member may not be less than the member's Accumulated Contributions, with interest if provided by the Fund, less the value of any plan benefits previously paid to the employee.

(4) If there is asset value remaining after the full distribution specified in subsection (3), and after the payment of any expenses incurred with such distribution, such excess shall be returned to the City less return to the state of the state's contributions, provided that, if the excess is less than the total contributions made by the City and the state to date of termination of the Fund, such excess shall be divided proportionately to the total contributions made by the City and the state.

(5) The Board of Trustees shall distribute, in accordance with subsection (2), the amounts determined apportioned under subsection (3). Such amounts must be approved by the Members prior to distribution.

(e) Once all liabilities of the Fund have been paid, the Board of Trustees shall proceed with the liquidation of any residual assets of the Fund in accordance with federal and state law. Following the distribution of residual assets, the Board shall, as its final act, prepare a summary of the actions taken to terminate the Fund and liquidate its residual assets.

(f) By mutual consent of the union and Town, each year following the termination of the Fund, the premium tax monies thus received by the Town under Chapter 185 shall be deposited into the Town of Golden Beach Employees Pension Plan to reduce the Town's required contribution for any unfunded actuarial liabilities. The Town shall thereafter make a separate contribution to the Section 457 accounts of all plan members in an amount equal to the total amount of the premium tax monies

contributed to Pension Plan, which shall be equally divided by the number of members employed by the Town.

- (g) If, after 24 months after the date the Fund terminated, the City or the Board of Trustees has not complied with all the provisions in this section, the Department of Management Services shall effect the termination of the Fund in accordance with F.S. Ch. 185.37.

Section 3. Repealer. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Direction to Staff. The Town Manager and the Town Attorney are directed to work with the Board of Trustees to wind up its affairs.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Codification. That it is the intention of the Town Council, and hereby ordained, that the provisions of the Ordinance shall become and be made a part of the Code of the Town of Golden Beach; that the sections of this Ordinance may be re-numbered and/or re-lettered to accomplish such intentions; and that the word, "Ordinance," shall be changed to "Section" or such other appropriate word.

Section 7. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading, except that the calculations of the Fund's asset value shall be based on a retroactive date.

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

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

PASSED AND ADOPTED on first reading this 20th day of October, 2020.

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

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

PASSED AND ADOPTED on second reading this ___ day of _____, 2020.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF GOLDEN BEACH, FLORIDA AND
THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC.**

This Memorandum of Understanding is entered into this ____ day of _____, 2020 by and between the Town of Golden Beach, Florida (“the Town”) and the Florida State Lodge, Fraternal Order of Police Inc. (“F.O.P.”). The Town and the F.O.P. are collectively referred to as the “Parties.”

WHEREAS, the Parties entered into a collective bargaining agreement for the period of October 1, 2020 to September 30, 2022, which sets forth the terms and conditions of employment of the Town’s Law Enforcement Officers; and

WHEREAS the Parties recognize that the premium tax dollars are collected by the State of Florida and distributed to the Town for the benefit of individual law enforcement officers; and

WHEREAS, the Parties have determined that over time, the administrative costs of the Town of Golden Beach Police Officers’ Retirement Fund have increased at a higher rate than the amount of premium tax monies collected by the Town under Chapter 185, and that those costs have created a significant burden on individual members’ Share Accounts; and

WHEREAS, the Parties desire to amend the CBA to include a provision on the use of premium tax monies collected by the Town of Golden Beach on behalf of the Town of Golden Beach Police Officers’ Retirement Fund; and

NOW, THEREFORE, the Parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The Parties agree that the terms of this Memorandum of Understanding will be incorporated into a separate article in the next successive collective bargaining agreement.
3. Upon ratification of this Memorandum of Understanding, the Town of Golden Beach shall cause to be created a deferred compensation plan pursuant to Section 457 of the Internal Revenue Code for each member of the bargaining unit that has not already established such a plan.
4. Under Section 24-60 of the Code of Ordinances of the Town of Golden Beach, premium tax monies collected by the Town of Golden Beach on behalf of the Town of Golden Beach Police Officers’ Retirement Fund pursuant to Chapter 185, Florida Statutes, are currently allocated to each member’s Share Account. Upon ratification of this Memorandum of Understanding, and each year thereafter, premium tax monies thus collected by the Town under Chapter 185, shall be deposited into the Town of Golden Beach Employees’ Pension Fund to reduce the Town’s required contribution for any unfunded actuarial liabilities of Fund. The Town shall within 30 days of receiving the funds, make a total contribution to the Section 457 accounts of all plan members in an amount equal to the total amount of the premium tax monies collected by the Town. The amount to be contributed to each

member's 457 account shall be the total amount of the premium tax monies received by the Town under Chapter 185, equally divided by the number of members employed by the Town.

5. Upon ratification of this Memorandum of Understanding, the Board of Trustees of the Golden Beach Police Officers Retirement Fund will direct the Fund's professional, technical or other advisors to conduct an analysis to determine the value of each member's Share account, as of September 30, 2020.
6. Once the analysis is complete, each member shall elect either: 1) to receive a distribution of all, none or any portion of the full value of his or her Share Account, or 2) to rollover into an eligible retirement plan any remaining portion thereof.
7. Thereafter, the Town of Golden Beach Police Officers' Retirement Fund shall be terminated, and a new defined contribution plan shall be established and exist in form only, to satisfy the requirements of Chapter 185.35, Fla. Stat., and shall not be funded.

For:

**THE FLORIDA STATE LODGE,
FRATERNAL ORDER OF POLICE INC.**

Paul Daragjati, Esq.,
F.O.P. General Counsel

Dated: _____

David Carrazana
F.O.P. President, Lodge 119

For:

THE TOWN OF GOLDEN BEACH, FL

Name
Mayor/Town Manager

Dated: _____

APPROVED TO LEGAL FORM

By: _____
Name
Town Attorney




TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 24, 2020

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez,
Town Clerk 

Subject: **Town Council Minutes**

Item Numbers:

4 & 5

Recommendation:

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

- October 20, 2020 Fiber Options Zoom Virtual Workshop
- October 20, 2020 Regular Town Council Zoom Virtual Meeting



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

**Official Agenda for October 20, 2020
Fiber Options Workshop called for 6:30 P.M.**

Zoom Room Meeting ID: 832 9789 9019 Password: 465292

For Dial In Only: Call 929.205.6099 Meeting ID: 832 9789 9019

The Town is considering the installation of fiber to every home to increase the internet capacity and speeds. We have invited Atlantic Broadband and Hotwire Communications to make presentations to this very important matter. We invite all residents to participate as we discuss and consider funding and options.

A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 6:34 p.m.

B. ROLL CALL

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

Staff Present: Town Manager Alexander Diaz, Town Attorney Steve Helfman, Town Clerk Lissette Perez, Finance Director Maria D. Camacho, Police Chief Rudy Herbello, Building Director Linda Epperson, Resident Services Director Michael Glidden

C. PRESENTATIONS

Mayor Singer stated that this is for discussion purposes only. A decision will not be made tonight. Each vendor has fifteen minutes.

Town Manager stated in the interest of protecting the proprietary information, please do not talk about contract pricing. That is something we will be doing in a closed session directly with the vendor. We will only be discussing the service they will be providing.

1. Atlantic Broadband

Heather Ventrone, Senior Account Executive Select Communities

They have serviced Miami Beach from South Beach all the way up to Aventura for the last 15 years. They are the eighth largest cable provider in the United States. They acquired the assets of fiber light in the South Florida market. They are expanding outside of Miami Beach by running their own fiber. Listed their different tiers, Advanced at 100Mbps, Premier at 250Mbps, Extreme at 400Mbps, and

Gigaedge at 1Gigabit. Explained the different platforms and accessories they provide. Explained that the Manager asked for a brand new fiber infrastructure and they are very willing to do that. They have two options available for the Town. First option, a bulk internet and video is a very robust option and includes most of their channels, TV programming, voice remote, GigaEdge 1 Gig internet with WiFi gateway, wire maintenance (no charge for service calls), courtesy services, two community channels in HD, and new fiber to the home. Second option is internet only, the TV residents would be on their own, it includes GigaEdge 1 Gig internet to each home, one WIFI gateway per home, wire maintenance (no charge for service calls), courtesy services, two community channels in HD, and new fiber to the home. They have a dedicated support team that works 24/7, 365 days a year. If the Town of Golden Beach was to choose Atlantic Broadband as their bulk provider phase 1 (60 days) is project initialization and preparation, phase 2 would be (6 months) of onsite work and testing world class products, and finally phase 3 (60 days) is system launch.

Town Manager asked if the about the slide where she said 1 gig, is that 1 gig up and 1 gig down or what?

Heather Ventrone stated currently their 1 gig is 1000 Megs over 50. After they upgrade their network that speed will be passed on to the residents.

Town Manager asked if there is an additional fee to that

Reagan Anderson, Vice President of Select Communities stated that they can work something out with the Town. They would put a contract rate in, the Town would be bulking that gig package, so if that gig package itself moves then you move to that speed automatically with no additional interest. If you want to move to a symmetrical package, there may be a minor adjustment in the rate.

Mayor Singer asked if that includes local channels

Heather Ventrone stated yes of course

Mayor Singer asked what percentage faster will Atlantic provide then what we currently have

Heather Ventrone stated it all depends on what the current user has in their home. She believes most of the residents have 250 so that would be about 4 times faster on the download speed, and 2 times faster on the upload.

Councilmember Mendal asked if a resident is currently locked in to a contract with a different service provider, what's the protocol there.

Heather Ventrone if they are under contract with them on a retail basis, we would send out a notification to the resident letting them know what is available to them in the bulk services. It is a very smooth transition any of the bulk services that you are paying retail for, they would be included in your bulk and your bill will be eliminated by a certain date.

Councilmember Mendal asked what if they are currently with a different provider, who is liable to pay for their settlement with their current provider since we would be forcing them to transition to Atlantic Broadband.

Heather Ventrone stated that typically, it would be the resident and it is up to the resident to take the bulk services as well. The resident should take into consideration how much less they would be paying once they took the bulk services.

Councilmember Bernstein asked if they were to choose the internet only package what would happen to the cable portion

Heather Ventrone stated then the residents would have to pay for their TV on their own.

Councilmember Lusskin asked if they would be going back into the underground cabling in Golden Beach and adding to what we have or would they be putting new cabling in, and if they would be taking out the old cabling.

Heather Ventrone stated everything would be brand new cabling, it will be fiber optic.

David Greenberg, Project Manager stated that there is existing conduit in the ground, they would just run a small count fiber to feed all that they will be putting in place. Everything is going to be brand new if it comes with fiber.

Councilmember Mendal asked if they do the north part first, would they just turn on the services their or would they wait on the whole project to be completed.

David Greenberg stated they would build the whole entire network first and test everything to make sure all the ends work before they release it for actual installations.

Vice Mayor Einstein asked about the difference when it comes to streaming

Regan Anderson sated it all depends on the speed of doing what you need to get done, as well as having multiple devices on it.

Town Manager stated he will be providing each Councilmember with the contact information for each of the providers so they can have individual one on one discussions to go over your concerns.

Heather Ventrone thanked everyone for having them. Reminded everyone that they do service a lot of the residents of Golden Beach and would love the opportunity to rebuild our community and continue you to service the Town for the next few years.

2. Hotwire Communications

David Ramos, Executive Vice President stated they looked at this from a smart city perspective. What they are recommending is an integrated smart city solution, which includes 10 Gigabits per home capability, fiber to the home, 100% redundant/robust fiber optic network, residential services, commercial services, security/access control, and park and beach Wi-Fi. Their headquarters are 15

minutes away from Golden Beach. They are known for their leadership and innovation; they are typically leading the industry in deployments that require any new innovation and video technology. Stated if Florida were to have a hurricane that hits extra hard they would be able to route the traffic which essentially will always keep the network up. They service over 1,100 residential and commercial properties; they have thousands of fiber miles of redundancy. Their technology center is a Category 5 building infrastructure and tier four data center. They never shut down, they are open 24/7 365 days a year. Stated that their services will almost always be up at an uptime of 99.999% compared to their competitors. This is enforced in their contracts, which state all response time and any penalties if they fail to meet the service level requirements. Once you get away from discussing technology and products what separates them from the rest is their white glove customer service. Once a contract is signed they begin the process of construction, they work closely with all the municipalities, begin putting fiber, handle the consultation process, conduct training sessions to the residents to explain what they should expect, select preferences for the residents, set up the accounts, and then coordinate the installation. You will never experience any down time from the current provider to their services. They test everything and if that home is not signed off at a 100% pass rate that home is not considered completed. They bring the fiber to a box that is installed outside of your home then they install the fiber inside the homes. With as little disruption and construction as possible.

Town Manager stated he knows that they are offering two options one with cable, and one internet only. Wants the highlights of each package.

David Ramos stated there are two double bulk options, which is internet and cable. The first one comes with 200 channels, a DVR, high definition 4k box, and a gigabit symmetrical package, meaning it is a 1000 over 1000. The second one includes everything but it is asymmetrical which means it is a 1000 over 300, there is a slight difference in pricing but both are great packages. The third option, an internet only package, will be a symmetrical package, meaning it is a 1000 over 1000, but everyone would have to purchase video on their own.

Vice Mayor Einstein asked after the set up process what if they are trying to get a hold of customer service and they are not being helped? Where in your contract is that addressed.

David Ramos stated the agreement has a very extensive service level agreement, if they do not meet their obligations they can terminate their agreement just like with any other vendor. They have built in financial penalties, built in response times, and if you prefer to not have to call a 1-800 number, you can use the TV and/or the app. The beauty of their system is that they typically know that there is an issue before the customer; they can solve about 95% of the issues virtually.

Vice Mayor Einstein asked if there is a way to see the product and how it works before deciding.

David Ramos stated that he has offered to do demos. You can go to their facilities to see it in person in Fort Lauderdale or they can do it virtually.

Councilmember Mendal stated some of the residents are locked in with contracts with other providers, will Hotwire help with any of the costs for breaking a contract.

David Ramos stated that since this is about a year out they would have enough time to exit those contracts with minimal impact. If there is a cost to exit, they will work that out with each individual resident that would not be a burden on the Town it would be sorted out through credit's or adjustments.

Town Manager asked how do their rates compare and what they have to offer compared to what the residents have now. Also asked if he can clarify the 10 gig versus the 1 gig.

David Ramos stated in bulk they are proposing a gigabit worth of speed, meaning four or five times what is available in the Town today. Then they are proving additional tiers that if anyone were to need more than a gigabit they can buy it individual, not everyone would need something like that but it is available.

Councilmember Bernstein asked if they are offering 10 gigabits and we currently have one, is 10 gigabits available for everything

Town Manager stated we are offering one and if you want to buy up to ten, you choose to do so on your own but that is not part of what were ordering.

Mayor Singer thanked David for their presentation

Town Manager stated at the next council meeting we will talk about the funding for this project

R. ADJOURNMENT:

A motion to adjourn the Council Meeting was made by Councilmember Lusskin seconded by Councilmember Mendal.

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 7:38 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Minutes for the October 20, 2020
Regular Town Council Zoom Virtual Meeting called for 7:00 P.M.

Zoom Room Meeting ID: 832 9789 9019 Password: 465292

For Dial In Only: Call 929.205.6099 Meeting ID: 832 9789 9019

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO LPEREZ@GOLDENBEACH.US BY 2:00 P.M. TUESDAY, OCTOBER 20, 2020.

A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 7:50 p.m.

B. ROLL CALL

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

Staff Present: Town Manager Alexander Diaz, Town Attorney Steve Helfman, Town Clerk Lissette Perez, Finance Director Maria D. Camacho, Police Chief Rudy Herbello, Building & Zoning Director Linda Epperson, Resident Services Director Michael Glidden

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

Thanked the Town Manager and staff for putting on a first class presentation. Believes we were very smart as it relates to COVID distancing and providing masks and hand sanitizer. Stated the virus is not getting any better, urges everyone to take precautions,

wear a mask as much as possible, and keep social distancing. Unfortunately, we are not going to have our annual epic Halloween party. We have to be very cautious this year because of the virus. Urges the residents not to let their kids trick or treat, the town will be providing candy and cupcakes. He knows how important Halloween is to kids growing up, unfortunately due to these trying times we cannot do it this year. The Town will be having a virtual Halloween costume contest. Tonight we will award the Center Island Pump station, that is exciting and will alleviate some of the issues we are having on Center Island. Thanked the Chief for conducting the driver's license renewal for residents, he knows it made life easier for all of the residents.

H. CORONAVIRUS UPDATE

Town Manager stated that we provided all the homes masks and hand sanitizers. If you need more you can contact the substation or Town Hall. We have fifteen new cases of COVID since our last meeting. Two of our residents have been taken to the hospital. It is important for everyone to practice good hygiene and wear a mask. The tot lot has opened for you to return, parents please encourage you kids to always sanitize. At the beach, we are still only allowing guests if the resident is with them; we have started full service Monday-Friday. Keep in mind the surge is up and we need all residents and staff take care of themselves.

I. COUNCIL COMMENTS

Vice Mayor Einstein

Thanked everyone for a great groundbreaking event. Brought attention to the residents about the flooding, stated we are trying to do what we can but there are some things that we cannot do. Asked if the Town Attorney can speak about the options of different ways for holding the next town council meeting that we may have. Asked if we are closing access to the outside for Halloween.

Councilmember Mendal

Stated it was a great event today and great job Town Manager and Town staff. It is very exciting, and it is very encouraging seeing the process beginning to take place.

Councilmember Lusskin

Stated great event today, the Mayor's speech was great. It was a rainy day, the grass was soggy from all the rain, and the Manager managed to build a path for everyone to get through without getting wet. As far as the flooding goes, she knows that the Town staff has worked hard to drain it and it does drain quickly once it is drained. There are a few spots she saw the Town Manager put in temporary pumps, they worked very effectively, as many of those as we can get would be helpful.

Councilmember Bernstein

No comment

J. TOWN MANAGER REPORT

Thanked the staff, council and neighboring communities that joined us at today's event. We did everything we could to stop the spread of COVID-19. We did make the 7pm news on channel 4. As it relates to flooding in Town, tonight we will be awarding the contract for Center Island that should help alleviate some of the flooding. We are seeing flooding for the first time and we are looking at putting temporary pumps on Center

Island. Will remind the community these are seasonal tides, our pump stations are stormwater pump stations that means rainwater, although we have been using them to help with some of the intercostal flooding where we are seeing it. He understands that some of the residents are upset because these temporary pumps are messy and loud, however they are needed so we can prevent future loss and damage to vehicles and homes. Therefore, you have to bear with us as we start to put together a more robust and comprehensive stormwater and tidal water program. We are starting to more aggressively enforce our seawall ordinance and seawall repair. He is sad to inform you that the Town is also facing some seawall challenge ourselves. Two of our walls have slipped causing water to come over them. Our police department will be conducting a mandatory Town shut down on October 31st. We are implementing a local curfew, not allowing guests to come into our community. The Mayor will be issuing an Executive Order for the 31st, all of our homes will be provided with treats and goody bags for all of the children, and we are asking all residents to reach out if they need more than two goody bags. It is important to keep our small community with COVID cases to a minimum, we do not want to add to the spread. We are contemplating doing another COVID testing some time towards the end of the month. Thanked the Chief for pulling his resources and hosting the license renewal, he knows that there are people who cannot get them done for months.

K. TOWN ATTORNEY REPORT

Stated that Florida law requires that council, and local governments meet in the sunshine, the sunshine has generally meant that you meet in person and there be a full quorum in person at a physical location. Because of COVID early on in this pandemic the state issued an order which waived the requirement for in-person meetings. The indication from the Governor is that at the end of this month that waiver is going to lapse. A number of local governments are dealing with what they are going to do. There are different variations local governments are doing. Some of the local governments are actually taking action under their own municipal home rule power, and declaring their own state of emergencies and enacting a resolution or Emergency Order allowing for the continuation of virtual meetings. This is uncharted territory, never happened before, as to whether a local government can actually do that. They are of the opinion that you can and so he is working with at least one other local government in setting up a continued virtual meeting program. Depending on what the Council wants to do if the majority feel like you are ready to conduct meetings in person than we can set up a program where you alone are within the council chamber at least three of you to make up a quorum and then we can arrange for the public to participate by zoom. If you all feel that you want to continue virtual meetings through the end of the year, than their offices are prepare to support them with that decision and render the appropriate legal opinions that will allow that to happen. If you find that a decision you made is not workable than we can change it. However, you should make a decision whether you want to try to meet in person or continue the virtual meetings.

Mayor Singer stated that he recommends that they decide in the discussion part of the meeting

L. ORDINANCES – SECOND READING

None

M. ORDINANCES - FIRST READING

1. An Ordinance of the Town Council Terminating the Police Officers Retirement Fund.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 24, "PERSONNEL," ARTICLE II, "RETIREMENT," DIVISION 2 "POLICE OFFICERS" TO TERMINATE THE TOWN OF GOLDEN BEACH POLICE OFFICERS RETIREMENT FUND; TO ADOPT PROCEDURES AND CRITERIA FOR TERMINATING THE FUND BY AMENDING SECTION 24-63 "TERMINATION OF THE FUND"; PROVIDING FOR CONFLICTS; PROVIDING FOR STAFF DIRECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Ordinance No. 595.20

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 595.20

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

On roll call, the following vote ensued:

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

The motion passed.

Town Manager stated this money comes from the State of Florida directly to the Town that is then passed on to our employee police officers. Currently there is a separate pension board that administers these funds and there are costs accosted with administering these funds. We have been working with the police union to try and find a way to reduce that cost and give more money to the members as the state has always intended. Our solution is the Town will receive that check and deposit it into the general employee and police fund to differ our cost. The Town will then write a check equal to the payment received from the state divided by the number of full time members. The date that check is received and deposited into the International City Manager Association retirement contribution, fund, a 457 fund for all of our police officers. Our police offers currently all have a retirement and health savings account, they will all now have a deferred compensation account. The existing plan members will be allowed to roll this money into a qualifying plan or cash it out with all of the IRS tax fees associated with closing of the fund. SO we will close the 185 fund, distribute those funds as legally allowed by the IRS, and on a moving forward basis when the state gets that check we deposit it into our retirement account, than a check for that amount is than distributed.

This is something the members have been asking for, for some time – they are in favor of this. We recommend this ordinance on first reading; it will not come back to you on second reading until the state retirement board signs off on it. This will allow the members to get more money in their pocket because they will not have the administrative costs associated with administering this fund.

N. QUASI JUDICIAL RESOLUTIONS

2. A Resolution of the Town Council Approving Variance Requests for 268 South Parkway to Permit A Boat Lift And An Elevated Boat to Encroach Into the Side Setback.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR THE PROPERTY LOCATED AT 268 SOUTH PARKWAY, GOLDEN BEACH, FLORIDA 33160 TO PERMIT A BOAT LIFT TO BE INSTALLED AND TO ALLOW AN ELEVATED BOAT TO ENCROACH INTO THE SIDE SETBACK .

Exhibit: Agenda Report No. 2
Resolution No. 2703.20

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2703.20

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

On roll call, the following vote ensued:

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

The motion passed.

Town Clerk swore in everyone speaking on the item

Town Manager stated this particular property has a slip in their backyard, they are asking to place a lift in the slip therefore they need a variance for a setback requirement. The variance is also asking that once the boat is parked and elevated, then that boat be allowed to encroach. The neighbor to the south who is most affected does not object and the BRAB approved both requests.

O. CIVIC CENTER COMPLEX MASTERPLAN UPDATE

Our plans at 80% are due on November 8th. Today he authorized that we begin the construction of the building without DERM. Because our building is on columns, we are going to be breaking ground and pouring pilings sometime in late December early

January so you will start to see actual physical construction going up. We all know that DERM can delay our project, but because our building is elevated, it allows for us to submit for DERM and still commence the building construction while we wait. DERM has been agreeable to that because all of our state work can be done after the building is started because all we have is the columns that are going in the ground. That is good news for us; we are on schedule and on task.

P. CONSENT AGENDA

- 3. Official Minutes of the September 8, 2020 Local Planning Agency Zoom Virtual Hearing**
- 4. Official Minutes of the September 8, 2020 Special Town Council Zoom Virtual Meeting**
- 5. Official Minutes of the September 8, 2020 First Budget Zoom Virtual Hearing**
- 6. Official Minutes of the September 15, 2020 Special Town Council Zoom Virtual Meeting**
- 7. Official Minutes of the September 22, 2020 Final Budget Hearing & Special Town Council Zoom Virtual Meeting**
- 8. A Resolution of the Town Council Amending the Employment Agreement with Ingrid Gooden.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE EMPLOYMENT AGREEMENT FOR CONTRACT EMPLOYEE INGRID GOODEN TO PROVIDE ACCOUNTING SERVICES; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 8
Resolution No. 2704.20

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2704.20

- 9. A Resolution of the Town Council Approving A Mutual Aid Agreement between the Town and Bal Harbour Village.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A MUTUAL AID AGREEMENT BETWEEN THE TOWN AND BAL HARBOUR VILLAGE POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 9
Resolution No. 2705.20

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2705.20

10. A Resolution of the Town Council Recognizing the Week of October 19-25, 2020 As Florida City Government Week.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, RECOGNIZING CITY GOVERNMENT WEEK OCTOBER 19-25, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

Exhibit: Agenda Report No. 10
Resolution No. 2706.20

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2706.20

11. A Resolution of the Town Council Approving A Memorandum of Understanding (MOU) Between the Town and FOP To Provide A 1% Hazard Pay to First Responders.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, RATIFYING AND APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF GOLDEN BEACH AND THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC. TO PROVIDE 1% HAZARD PAY TO FIRST RESPONDERS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 11
Resolution No. 2707.20

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2707.20

12. A Resolution of the Town Council Approving Amendment #1 to the 2019-2020 Fiscal Year Operating Budget.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #1 TO THE 2018-2019 FISCAL YEAR OPERATING

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

Exhibit: Agenda Report No. 12
Resolution No. 2708.20

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2708.20

13. A Resolution of the Town Council Appointing A Member to the Police Officer's Retirement Fund Board.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPOINTING A MEMBER TO THE TOWN OF GOLDEN BEACH POLICE OFFICERS RETIREMENT FUND BOARD; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 13
Resolution No. 2709.20

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2709.20

Consensus vote 5 Ayes, 0 Nays. Items P3 – P13 pass.

Q. TOWN RESOLUTIONS

14. A Resolution of the Town Council Approving Work Authorization Agreement for Center Island Pump Station Project between the Town and Craig A. Smith & Associates.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING WORK AUTHORIZATION AGREEMENT FOR ADDITIONAL CONSTRUCTION AND ENGINEERING SERVICES FOR THE CENTER ISLAND PUMP STATION PROJECT BETWEEN THE TOWN AND CRAIG A. SMITH & ASSOCIATES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 14
Resolution No. 2710.20

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2710.20

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

On roll call, the following vote ensued:

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

The motion passed.

Town Manager stated that he mentioned to the Council that in his memo he stated that until they receive bids from the actual bidders we would not know what the construction timetable would call for. One of conditions set forth by the loan that we took out from FDP is the engineer of record has to provide us with engineering services throughout the project and through the certification. In addition, we do need construction management and oversight. Originally, he budgeted for three months of construction time in the original contract, now that we are awarding a contract this evening to Southeastern, their contract calls for six months, so we need to add three additional months of service.

Vice Mayor Einstein asked if we paid for some of this engineering yet.

Town Manager stated yes we have already paid for the bulk of the services. They have already designed it and we went out to bid. There is still a balance on their contract and the construction period is still there.

Vice Mayor Einstein stated that he was not on the previous Council that awarded this contract. However, he thinks it is a lot of money for engineering. After looking at the scope of the project when they did the whole Town and what they paid of engineering and for this part of the project, it is almost 30% of capital cost of what we are paying to build it.

Town Manager stated that because we are borrowing money from the state, the state has preset permits on what were allowed to pay for engineering and construction services. So typically, for projects this size you are looking at anywhere between 17% and 25% for both engineering and construction management. This additional \$65,000 puts us at 22% of the project cost. So we are well within the state regulatory guidelines for costs associated with this type of project.

Councilmember Mendal stated he does agree with the Vice Mayor, \$130,000 does seem like a lot for oversight for this particular project.

Stephen C. Smith, Craig A. Smith & Associates stated one component is the construction observation which is the daily inspection and one of our field inspectors being on sight to ensure the contractor is constructing in compliance with design plans. The other portion of the service is for the engineer of record to handle anything that comes up during construction. Also, his certification of the project to ensure that it is being constructed in compliance and meeting all regulatory compliant matters. It is actually multiple people that are going to have to be involved in this project.

Town Manager stated that he misspoke and that the total cost of the project will be \$234,000 making it 18% of the total project cost.

Mayor Singer asked if the construction observation services is about \$60,000 plus, do you have one or two people there full time.

Stephen Smith stated that \$60,000 plus is for both the construction observation and engineering services. The inspector that is there on a daily basis and the engineer of record will be in the office reviewing all of the shop drawings and making sure the contractor is staying on schedule, and all of the items that happen in the office and the certification of the project at the end.

Vice Mayor Einstein stated that we use this company for a lot of our projects, is this the best number they can do for us.

Town Manager stated that he is not sure how much Mr. Smith can negotiate the extension because the existing contract is the negotiated number so it would only be to the additional \$65,000, he would not be able to go back and renegotiate the contract amount.

Stephen Smith stated they do not want the Town to be dissatisfied, they will be satisfied when the project is done. They are always willing to work with us, in limiting what we do wherever we can.

Vice Mayor Einstein stated he is ok with that, he will leave it at the Mayor and Manager's discretion.

Town Manager stated that he will work with Craig A Smith to make sure they fall in line with what the Council's exceptions are. Stated that at this site the Towns seawall has slipped and separated from the cap, that is not part of their scope or Southeastern's scope to fix it. We will be working with Stephen and others on that.

Councilmember Mendal asked for clarification that the wording is not to exceed that amount.

Town Manager stated yes that is correct

Councilmember Lusskin stated she has no concerns with the quality of his work or of him working with us on the pricing.

15. A Resolution of the Town Council Approving An Agreement with Southeastern Engineering Contractors, Inc. For Stormwater Improvements to Center Island.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SOUTHEASTERN ENGINEERING CONTRACTORS, INC. FOR STORMWATER IMPROVEMENTS TO CENTER ISLAND; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR

IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 15
Resolution No. 2711.20

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2711.20

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

On roll call, the following vote ensued:

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

The motion passed.

Town Manager stated that we went out to bid, believes we had eighteen firms participate in the pre-bid meeting. We did have eight firms respond. Craig A Smith was tasked with putting together a selection criteria based on points and dollars. At the base price, Southeastern Engineering came in first under a sealed bid process. We have always been please with them and they have been very responsive with the Town. This project has three components; component number one is installing the pump station on Center Island; the second part is to mill and resurface Center Island Drive; the third part is the installation of our Veterans Memorial. No our loan does not cover the contract award price. We do have enough reserves in our stromwater fund to fund this project, the road fund will fund the milling and resurfacing and fund 519 will pay for the Veterans Memorial aspect of the project.

Councilmember Mendal asked about the time line.

Town Manager stated six months is the estimated construction timeline.

Town Manager recommended that we not have an internet funding discussion this late at night. Would rather ask the Council to allow the Town Clerk to circulate dates to set a special meeting for the purposes of discussing funding and financing and options for internet and cable services.

Mayor Singer stated he agrees, maybe look at something sometime next week

R. 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
None Requested

Mayor Singer asked the Council what their preferences on how they should conduct the November meeting.

Vice Mayor Einstein stated he would prefer via zoom.

Councilmember Lusskin stated we do not meet in December so that is one month left which is November, she would like to do zoom in November and reconsider for January.

Councilmember Mendal stated if the council does not feel comfortable doing it in person, he is perfectly fine doing it via zoom. His only concern is for something like the workshop with the topic of fiber it gets a little too complicated doing it via zoom

Mayor Singer asked if for the workshop we could do it somewhere outside like the pavilion

Town Attorney stated that workshop is still a public meeting and it's going to be very hard to exclude the public.

Town Manager stated that he does not have the capabilities to record it out there

Mayor Singer stated he agrees with the Attorney and Town Manager. They will have it via zoom on Tuesday October 27, 2020 at 6:30 p.m.

S. ADJOURNMENT:

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 9:07 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 24, 2020

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

6

Subject: Resolution No. 2712.20 - Approving a Mutual Aid Agreement
with the Miami-Dade Police Department

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2712.20 as presented.

Background:

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

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

Fiscal Impact:

There is no cost to the Town to participate.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2712.20

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

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

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

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

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

Section 2. Agreement Approved. That the Agreement is hereby approved in substantially the form attached hereto as Exhibit "A," subject to approval by the Town Attorney as to form and legal sufficiency.

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

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

Sponsored by **Town Administration**

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 24th day of November, 2020.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN MIAMI-DADE COUNTY
AND ALL FIRST RESPONDER AGENCIES
OPERATING IN MIAMI-DADE COUNTY
FOR DIRECT RADIO COMMUNICATION BETWEEN 911 PUBLIC
SAFETY ANSWERING POINTS AND FIRST RESPONDER AGENCIES**

This Interlocal Agreement is made and entered into by and between Miami-Dade County as the metropolitan sheriff operating by and through the Miami-Dade Police Department (hereinafter, the COUNTY) and all first responder agencies operating within Miami-Dade County (See Exhibit A), including those agencies that operate their own 911 public safety answering points (See Exhibit B) (hereinafter, FIRST RESPONDER AGENCY(IES)).

WHEREAS, it is the responsibility of the sheriff of Miami-Dade County, Florida, to ensure that each 911 public safety answering point (hereinafter, PSAP) is capable of direct radio communications with first responders and dispatchers within the surrounding area for which the PSAP would not otherwise provide dispatch; and

WHEREAS, public safety is best served when emergency services are dispatched appropriately and neighboring first responder agencies can share information and communicate seamlessly in the event of an emergency, even when calls are misrouted based on the geographical location from which the call originated; and

WHEREAS, section 365.179, Florida Statutes requires each sheriff, in collaboration with all first responder agency heads in his or her county, to facilitate the development and execution of written interlocal agreements between all primary first responder agencies within the county to coordinate direct radio communication between 911 PSAPs and FIRST RESPONDER AGENCIES regarding dispatch and communication protocols; and

WHEREAS, each agreement must establish written protocols that outline circumstances and public safety emergencies under which a PSAP will directly provide notice by radio of an emergency to the on-duty personnel of a first responder agency for which the PSAP does not

provide primary dispatch functions; and

WHEREAS, each agreement must require the PSAP to have direct radio contact with primary first responder agencies and their dispatchers, for whom the PSAP can reasonably receive 911 communications, without having to transfer a 911 communication to another PSAP or dispatch center for dispatch; and

WHEREAS, each PSAP must be capable of immediately broadcasting 911 communications or public safety information over the primary radio dispatch channels of each first responder agency in the county it serves, except in those first responders service areas where the PSAP cannot reasonably receive 911 calls; and where a county or jurisdiction has multiple PSAPs, each PSAP must have this capability.

WHEREAS, unless technologically precluded due to radio incompatibility, upon written request from a law enforcement agency head, a law enforcement agency head in the same county or in an adjacent jurisdiction in another county must authorize the requesting agency to install the responding agency's primary dispatch channel or channels in the requesting agency's PSAP, dispatch center, or mobile or portable radios; and

WHEREAS, the COUNTY provides primary police service and/or dispatch service for 28 of Miami-Dade County's cities (herein, COUNTY PSAP) with seven entities maintaining their own police departments and PSAPs (hereinafter, OTHER PSAPs); and

WHEREAS, the Parties are entering into this Interlocal Agreement pursuant to section 365.179, Florida Statutes.

NOW, THEREFORE, BE IT KNOWN that Miami-Dade County, a political subdivision of the State of Florida, and the undersigned first responder agencies and their governing bodies, as applicable, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I. PURPOSE

This Interlocal Agreement sets forth the protocols under which a PSAP will directly provide notice by radio of a public safety emergency to the on-duty personnel of a FIRST RESPONDER AGENCY for which the PSAP does not provide primary dispatch functions, and methods by which agencies will conduct such communications.

SECTION II. DEFINITIONS USED HEREIN

- A. "First responder agency" includes each law enforcement agency and fire service agency that is designated as a primary first responder for the service area in which a 911 public safety answering point receives 911 calls. See Exhibit A for a comprehensive list of first responder agencies operating in COUNTY.
- B. "911 public safety answering point" or "PSAP" means a municipal or county emergency communications or 911 call center in this state that receives cellular, landline, or text-to-911 communications. See Exhibit B for a comprehensive list of PSAPs operating in COUNTY.
- C. "Public safety emergency" is a law enforcement emergency or priority situation including, but not limited to incidents such as an active shooter, mass casualty incident, act of terrorism, civil disturbance or other similar urgent/unstable situation where serious bodily injury or the loss of human life is imminent and/or occurring. This definition excludes calls dispatched as a 3-41, a sick or injured person, wherein the emergency is entirely medical.

SECTION III. JOINT OBLIGATIONS OF THE PARTIES

- A. The Parties hereby agree to and shall, immediately upon execution of this Agreement, pursuant to Florida Statutes § 365.179(4), unless technologically precluded due to radio incompatibility, authorize any and all requesting agencies in COUNTY or an adjacent jurisdiction to install a responding agency's primary dispatch channel or channels in the requesting PSAP, dispatch center, and/or mobile or portable radios.
- B. Each Party is required to train all applicable personnel regarding the procedures and protocols specified in this Agreement. The training must also include radio functionality and how to

readily access the necessary dispatch channels in accordance with this Agreement. Training and implementation for existing parties should be an on-going process and any new officers, deputies, employees, agents, representatives, contractors or subcontractors whose work relates to this Agreement should be trained as they are hired.

SECTION IV. OBLIGATIONS OF THE COUNTY

- A. The COUNTY, as the sole provider of law enforcement dispatch within the COUNTY PSAP, shall at all times have installed in the COUNTY's dispatch consoles the primary dispatch channels for all Miami-Dade County FIRST RESPONDER AGENCIES.
- B. The COUNTY hereby agrees to and shall be capable of immediately broadcasting 911 communications or any other public safety information over the primary radio dispatch channels.
- C. The COUNTY shall broadcast information received via 911 or ten digit line to the dispatcher of the FIRST RESPONDER AGENCY, to include the location, nature and any other relevant information, regarding any public safety emergency on the primary dispatch channel designated as the Police Emergency Channel by all FIRST RESPONDER AGENCIES.
- D. The notification by the COUNTY on the Police Emergency Channel should be concise and directed to the dispatcher. The COUNTY shall not dispatch or direct any units of the FIRST RESPONDER AGENCY. The COUNTY may supplement the original information as necessary so that responding units have the most current and accurate information to ensure officer and public safety.
- E. The COUNTY PSAP shall, as soon as possible, under existing protocols and best practices, transfer the 911 or ten digit line caller to the FIRST RESPONDER AGENCIES' PSAP or primary dispatch so that the call taker of the FIRST RESPONDER AGENCY may have direct communication with the caller.

SECTION V. OBLIGATIONS OF FIRST RESPONDER AGENCIES

- A. In the event a FIRST RESPONDER AGENCY receives information regarding any public safety emergency and is unsure of the FIRST RESPONDER AGENCY to which such incident should be directed, the dispatcher shall broadcast the incident location, nature and any other relevant information on the Police Emergency Channel.
- B. Each of the FIRST RESPONDER AGENCIES with more than one patrol dispatch channel shall designate, identify and notify the COUNTY of the channel on which the COUNTY is to broadcast notification of any and all emergencies within the FIRST RESPONDER AGENCY's jurisdiction, regardless of the location of the emergency.
- C. Each FIRST RESPONDER AGENCY will receive the notification from the COUNTY's PSAP of a public safety emergency, and as quickly as possible, dispatch on-duty personnel to the incident based on the initial notification.
- D. If any FIRST RESPONDER AGENCY receives information in its dispatch center meeting the criteria in Section IV. C. of this Agreement through a ten digit line or other non-911 source, and the occurrence of the event is outside the FIRST RESPONDER AGENCY's jurisdiction, the FIRST RESPONDER AGENCY agrees to provide the information via radio to the COUNTY and/or FIRST RESPONDER AGENCY with jurisdiction under the criteria set forth in Section IV of this Agreement.

SECTION VI. OBLIGATIONS OF OTHER PSAPs

- A. Each OTHER PSAP shall at all times have installed in their dispatch consoles the primary dispatch channels for all Miami-Dade County FIRST RESPONDER AGENCIES unless technologically precluded due to radio incompatibility.
- B. Each OTHER PSAP shall be capable of immediately broadcasting 911 communications or any other public safety information over the Police Emergency Channel.
- C. Each OTHER PSAP shall, via the Police Emergency Channel, broadcast information received via 911 or ten digit line to the dispatcher of the FIRST RESPONDER AGENCY, including the

location, nature and any other relevant information regarding any public safety emergency.

- D. The notification by each OTHER PSAP via the Police Emergency Channel should be concise and directed to the dispatcher. The OTHER PSAP shall not dispatch or direct any units of the FIRST RESPONDER AGENCY. The OTHER PSAP may supplement the original information as necessary so that responding units have the most current and accurate information to ensure officer and public safety.
- E. Each OTHER PSAP shall, as soon as possible, under existing protocols and best practices, transfer the 911 or ten digit line caller to the appropriate FIRST RESPONDER AGENCY PSAP or primary dispatch so that the call taker of the FIRST RESPONDER AGENCY may have direct communication with the caller.

SECTION VII. MUTUAL COOPERATION

The Parties shall mutually cooperate in good faith to carry out the terms and conditions of this Interlocal Agreement. Nothing shall be construed to limit the authority of the parties hereto.

SECTION VIII. INDEMNIFICATION

Each party agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement.

SECTION IX. EFFECTIVE DATE, TERM AND MODIFICATION

This Agreement shall be effective when signed by all parties. This Agreement shall remain in full force and effect for 10 years from the effective date unless terminated in writing with written notice to all Parties. This Agreement may only be modified or extended in writing and upon signature of all Parties.

SECTION X. THIRD PARTIES

In no event shall any of the terms of this Agreement confer upon any third person, corporation or entity other than the Parties any right or cause of action or damages claimed against any of the Parties arising from the performance of the obligation and responsibilities of the Parties.

SECTION XI. FILING

This Agreement shall be filed by Miami-Dade County with the Clerk of the Circuit Court for Miami-Dade County, Florida, as required by Florida Statutes § 163.01(11) and provided to the Florida Department of Law Enforcement as required by Florida Statutes § 365.179(6), along with a certification that all PSAPs in the Miami-Dade County are in compliance.

SECTION XII. ENTIRE AGREEMENT

This Agreement reflects the full and complete understanding of the Parties.

SECTION XIII. NON-ASSIGNABILITY

No Parties shall assign the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the Parties, which consent may be withheld within the sole discretion of any Party.

SECTION XIV. SEVERABILITY

If any one or more of the covenants, agreements or provisions of this Agreement should be held contrary to any express provision of law or contrary to any policy of expressed law and held invalid, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement which shall remain fully enforceable.

SECTION XV. GOVERNING LAW

The laws of the State of Florida shall govern this Agreement. This Agreement at all times shall be construed consistent with such constitutional and statutory limitations. The duties and


responsibilities set forth in this Agreement to be performed by the Parties shall be performed in a manner that is constitutionally permissible, and all portions of this Agreement shall be interpreted and administered by the Parties accordingly.

IN WITNESS WHEREOF, the Parties have entered into this Agreement and have caused this Agreement to be executed by their undersigned officers, duly authorized.

MIAMI-DADE COUNTY: as PSAP and First Responder Agency (Miami-Dade Police and Miami-Dade Fire Rescue)



of Carlos A. Gimenez
Mayor
08/27/2020
Date



Alfredo Ramirez III, Director
Miami-Dade Police Department
7/29/20
Date



Alan Cominsky, Fire Chief
Miami-Dade Fire Rescue
8/5/2020
Date

ATTEST:



Harriet Ruvin, County Clerk
Miami-Dade County, Florida

8/28/20
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Assistant County Attorney
Miami-Dade County, Florida
Date

TOWN OF GOLDEN BEACH: as First Responder Agency

Alexander Diaz
Town Manager

Date

ATTEST:

Lissette Perez
Town Clerk


Date

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Stephen Helfman
Town Attorney

Date

GOLDEN BEACH POLICE DEPARTMENT



Rudy Herbello, Chief



Date



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 24, 2020

To: Honorable Mayor Glenn Singer &
Town Council Member

From: Alexander Diaz, *Alex B*
Town Manager

Subject: **Resolution No. – 2713.20 Renewal of Contract for David Caserta Government Relations, Inc.**

Item Number:

7

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2713.20 as presented.

This resolution approves the contract with David Caserta Government Relations, Inc., for Fiscal Year 2020/2021.

Background:

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. Mr. Caserta has been instrumental in securing funds for our Capital Projects and has served as our voice on legislative matters.

Although vetoed by the Governor due to the pandemic, last year David was able to secure \$500k for our Stormwater Projects.

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 2020/2021 the amount is \$36,000.00, plus expenses.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2713.20

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A NEW AGREEMENT WITH DAVID T. CASERTA GOVERNMENT RELATIONS, INC. FOR CONSULTING SERVICES FOR THE PERIOD BEGINNING NOVEMBER 1, 2020 THROUGH OCTOBER 31, 2021; 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 November 1, 2020 through October 31, 2021 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 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 24th day of November, 2020.

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 2020 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 77th 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, 2020 and end on October 31, 2021.

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, 2020.
- \$3,000.00 payable on 1st day of each month thereafter with the last payment due and payable on October 1, 2021, 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

MEMORANDUM

Date: November 24, 2020

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: **Resolution 2714.20 – Approving the Proposal from
Southeastern Engineering Contractors, Inc. for the Installation
of an Outfall Valve in South Parkway**

Item Number:

8

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2714.20 as presented.

Background:

The outfall pipe in the South Parkway area has an in-line valve (keeps water from seeping in) that needs to be replaced. The replacement valve and installation will cost \$28,300, and will be performed by Southeastern Engineering Contractors, Inc.; your approval is required as the proposal exceeds my spending authority of \$25,000.

Fiscal Impact:

\$28,300.00 from the Stormwater Fund

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2714.20

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE PROPOSAL PROVIDED BY SOUTHEASTERN ENGINEERING CONTRACTORS, INC. FOR THE INSTALLATION OF AN OUTFALL VALVE IN SOUTH PARKWAY; PROVIDING FOR A WAIVER OF BIDDING PROCEDURES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Administration is recommending that we replace a damaged outfall valve at the South Parkway Outfall; and

WHEREAS, the Town Council has determined that replacing the damaged valve as recommended 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 24th day November, 2020.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



Southeastern

ENGINEERING CONTRACTORS, INC.

PROPOSAL					
PROJECT DESCRIPTION:		TOWN OF GOLDEN BEACH			DATE: 09/24/2020
FINANCIAL PROJECT ID:		326 South Parkway Outfall Valve Installation			
PROJECT NO.: N/A					
ITEM		UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT
Furnish and Install 1ea 36" Inline Wapro Valve					
1	Mobilization	LS	1.00	1,250.00	1,250.00
2	MOT/ Safety / Erosion Control	LS	1.00	650.00	650.00
3	Furnish & Install 36in Inline Check Valve	LS	1.00	23,900.00	23,900.00
4	Cleaning Pipe / Restoration	LS	1.00	2,500.00	2,500.00
				TOTAL	28,300.00

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 **Southeastern Engineering Contractors, Inc.**
 911 NW 209th Avenue, Suite 101
 Pembroke Pines, Fl. 33029

Accepted by: _____

 Address Town of Golden Beach