



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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Official Agenda for the January 19, 2021  
Regular Town Council Zoom Virtual Meeting called for 5:00 P.M.

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**Zoom Room Meeting ID: 861 9220 3598 Password: 241253**

**For Dial In Only: Call 929.205.6099 Meeting ID: 861 9220 3598**

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](mailto:LPEREZ@GOLDENBEACH.US) BY 2:00 P.M. TUESDAY, JANUARY 19, 2021.

**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**

None

**M. ORDINANCES - FIRST READING**

None

**N. QUASI JUDICIAL RESOLUTIONS**

None

## **O. TOWN MAJOR PROJECTS UPDATE**

- Civic Center Complex Masterplan
- Center Island Pump Station
- Fiber/High Speed Internet

## **P. CONSENT AGENDA**

- 1. Official Minutes of the November 24, 2020 Local Planning Agency Zoom Virtual Hearing**
- 2. Official Minutes of the November 24, 2020 Special Town Council Zoom Virtual Meeting**
- 3. A Resolution of the Town Council Retiring K-9 Dog Tyson.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, DECLARING CERTAIN PERSONAL PROPERTY (POLICE K-9 DOG) OWNED BY THE TOWN TO HAVE NO INSTRINSIC MONETARY VALUE AND PROVIDING FOR DISPOSITION; AUTHORIZING THE TOWN MANAGER TO PROVIDE FOR THE DISPOSITION OF SUCH PERSONAL PROPERTY BY BILL OF SALE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 3  
Resolution No. 2716.21

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2716.21

## **Q. TOWN RESOLUTIONS**

- 4. A Resolution of the Town Council Authorizing the Sole Source Purchase of Bus Shelters.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE SOLE SOURCE PURCHASE OF BUS SHELTERS FROM LANDSCAPE FORMS INC. FOR AN AMOUNT NOT TO EXCEED \$59,000; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 4  
Resolution No. 2717.21

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2717.21

**5. A Resolution of the Town Council Retroactively Approving a COVID-19 Vaccination Site Agreement between the Town and the Miami-Dade County Health Department.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, RETROACTIVELY APPROVING A COVID-19 VACCINATION SITE AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT AND THE TOWN OF GOLDEN BEACH FOR THE TOWN TO ADMINISTER THE COVID-19 VACCINATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 5  
Resolution No. 2718.21

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2718.21

**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:**

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**DECORUM:**

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

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

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

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

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



# TOWN OF GOLDEN BEACH

## Office of the Town Manager

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

**From:** Alexander Diaz,  
Town Manager

**Date:** January 19, 2021

**Subject:** **Administration's Focus for 2021**

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### **As we embark on this new year, our First Priority will be re-affirming our Commitment to Keeping our Residents Safe.**

Although in recent days there has been some progress on the COVID-19 fight, the reality is that we are still many months away from general population vaccination and the number of positive cases in Miami-Dade and Broward County are very daunting. Even with these challenging times, our staff will continue to focus on delivering the level of service and projects our Residents have come to expect of Golden Beach. Below are just a few of our 2021 Goals:

1. The Town will continue to provide hand sanitizers and masks to our Residents, in response to the COVID-19 Pandemic
2. The Town will continue to hold periodic on-site complimentary COVID-19 testing for residents and employees
3. The Town will hold a Swearing-In Ceremony (following strict COVID-19 Protocols)
4. The Town will begin the actual Construction of the New Civic Center
5. The Town will begin the installation of the New Center Island Storm Water Pump station
6. The Town will Install Two (2) Bus Stations on A-1-A
7. The Town will Issue an RFP for Fiber to the Homes
8. The Town will Issue an RFP for Enhanced Security Throughout Town
9. The Town will Issue an RFP for Furniture and Equipment for the new Civic Center
10. The Town will begin engaging our Residents on the Design and Programing Needs of our existing Town Hall
11. The BRAB Changes will be considered by the Town Council, after workshopping with the BRAB Members

12. Our Residents Services Department has some exciting and innovative programming scheduled for our Residents (keep an eye out in the Magazine for more details)
13. Our Police will undergo refresher training and team building exercises
14. The Fountains at The Strand will finally undergo a face-lift
15. Our Public Works team will have quarterly "deep cleaning" of our right-of-ways

These are just a few of the many exciting projects that we will be working on this coming year.

We have also been extremely successful in securing over \$170k in COVID-19 related expense reimbursements, and \$120k in Code Violation Collections.

In March I will begin my 14<sup>th</sup> Year as your Town Manager and I hope that through these years the one thing that remains evident is My Commitment to evolving each year; I believe that we owe it to our Residents never to become complacent. This approach to Leading our Team is what has attributed to our joint-success. I look forward to the challenges 2021 will bring, and to solving them Together.



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160


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## MEMORANDUM

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**Date:** January 19, 2021

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

**From:** Lissette Perez,  
Town Clerk 

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

Item Numbers:

1 & 2

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### **Recommendation:**

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

- November 24, 2020 Local Planning Agency Zoom Virtual Hearing
- November 24, 2020 Special Town Council Zoom Virtual Meeting



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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Official Minutes for the November 24, 2020  
Local Planning Agency Zoom Virtual Hearing called for 5:30 P.M.

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**Zoom Room Meeting ID: 875 2668 1792 Password: 138915**

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

THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO [LPEREZ@GOLDENBEACH.US](mailto:LPEREZ@GOLDENBEACH.US) BY 12:00 P.M. TUESDAY, NOVEMBER 24, 2020.

## A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 5:35 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 Attorney Tony Recio, Town Clerk Lissette Perez

## C. ADOPTION OF AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS

- 1. 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 Facilities."**

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. 1  
Ordinance No. 594.20

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Ordinance No. 594.20



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

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 Attorney Helfman** spoke on the item. Stated in order to amend the Towns zoning code, you have to recommend to yourself the adoption of the amendment to the zoning code. The only action to be taken here is for you to make a finding that this proposed change is consistent with the comprehensive plan and recommend its adoption.

#### **D. ADJOURNMENT:**

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

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 5:39 p.m.

Respectfully submitted,

*Lissette Perez*  
Lissette Perez  
Town Clerk



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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

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**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](mailto: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 5:40 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 Attorney Tony Recio, Town Clerk Lissette Perez

## C. PLEDGE OF ALLEGIANCE

Town Manager 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

Town Manger advised that a new item was added authorizing the State Attorney's Office prosecution of civil citations.

## F. GOOD AND WELFARE

None

## G. MAYOR'S REPORT

Stated that the groundbreaking ceremony was a huge success and thanked the Town Manager and staff. Looking to physically start construction of the new civic center on January 4<sup>th</sup>.

Thanked residents for listening to us and not allowing children to go trick or treating. Hopefully next Halloween we will be back to normal and have our usual huge festival. COVID is still here. Cases are increasing. Urges everyone to wear masks, keep social distancing and be very careful on whom they speak to and where they go. Had over 150 people tested at the COVID testing held by the town last Saturday. Residents are very pleased that we are holding these testing events. Wished fellow council members, residents and staff a Happy Thanksgiving.

## **H. CORONAVIRUS UPDATE**

**Town Manager** advised that this afternoon he participated with the new County Mayor on a zoom call concerning COVID. Stated out of 148 plus residents we tested this weekend six came back positive. Limit number of guests in your homes to immediate family whenever possible. There is a curfew still in effect, urged residents to abide by the curfew. Will have another testing the second week of December for our residents. It will be held on the weekend.

## **I. COUNCIL COMMENTS**

### **Vice Mayor Einstein**

Wished everyone a happy and healthy Thanksgiving, believes the Town has a lot to be thankful for. Wanted to acknowledge the passing of the Town Manager's family member and send his condolences. Echoed the Mayors comments in regards to the groundbreaking, it was magnificent. Great job by staff.

### **Councilmember Mendal**

Only comment is that mosquitoes are out of control in this area. He receives this comment across the board. He knows that the Manager has upped the spraying.

**Town Manager** stated we will take action this week to saturate the ground in areas where there is stagnant water.

### **Councilmember Bernstein**

No comments

### **Councilwoman Lusskin**

Wished everyone a Happy Thanksgiving. Thanked the police for everything they've done for the Town these last few months. Seems like whenever we get done trimming all the coconut trees the ones we started with are already growing. Been an unusual winter so far. Got a lot of good feedback concerning the COVID testing. Thanked all of the officers who helped with the Veteran's Day parade. Gave her the opportunity to go over every nook and cranny in the Town and surprised at all of the new construction going on in Town. It's very exciting to be in Golden Beach now, especially with the groundbreaking of the civic center. Stated that the beautiful picture of the beach that was on the cover of the Town's magazine was taken by resident Lily Fishman. Next in-person council meeting, she is going to come and read what she wrote to go along with the picture.

**Mayor Singer** asked Town Manager to provide an update on the pickle ball court.

**J. TOWN MANAGER REPORT**

Asked Council to provide Michael Glidden with an updated bio for the magazine’s end of the year edition. Also, it is election time for the Town. Two Council positions and the Mayor’s position are up. Elections packets are available through the Town Clerk if you do not want to come in person you can request them and we will deliver them to your home. Qualifying dates are December 28<sup>th</sup> through January 4<sup>th</sup>. The Election will be held February 16, 2021. As it relates to the pickle ball court the ground has been extremely saturated, we have had over six weeks of nonstop rain. Unfortunately because that asphalt can pop when it gets rolled if there is any water on the lever it doesn’t get rolled. We have already painted the pickle ball court, it is safe to use but it is a bit uneven. Thanked Councilmember Lusskin on her Veterans Day event.

**K. TOWN ATTORNEY REPORT**

None

**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

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

On roll call, the following vote ensued:

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

The motion passed.

**Town Attorney** spoke on the item. Stated this is a cleanup item, we are making sure we are ready to break ground. They drafted these amendments they were sent to the state of Florida, we got all positive responses back, and no objections from the state agencies.

**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 Facilities."**

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

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

On roll call, the following vote ensued:

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

The motion passed.

**Town Attorney** spoke on the item. This is the same item we took up at the Local planning meeting, now it is the actual adoption of the ordinance as opposed to recommending it to yourselves. It is consistent with the comprehensive plan designation that we have and the amendment you adopted a couple minutes ago.

**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

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

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** spoke on the item stating that this item didn't change from the first reading. This item abolishes the 185 fund and allows the employee to transfer their money to 457, and on a moving forward basis the money received from the state will go straight into a 457 account. This money comes directly from the state, there are no Golden Beach resources that are provided for this item.

#### **M. ORDINANCES - FIRST READING**

None

#### **N. QUASI JUDICIAL RESOLUTIONS**

None

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

**Town Manager** spoke stating that we decided to hold off on sectioning off the area where the new building is going to be during the holidays to provide additional green space for our residents. Will be beginning site preparation on January 4<sup>th</sup> and soon thereafter start piles. Mayor Singer has dedicated a lot of time to making sure that we are dotting all our I's and crossing our T's, we are very pleased with the team so far.

#### **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

**9. A Resolution of the Town Council Approving An Agreement between the Office of the State Attorney and the Town.**

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

**Exhibit:** Agenda Report No. 9  
Resolution No. 2715.20

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2715.20

Consensus vote   5   Ayes,   0   Nays. Items P4 – P9 pass.

**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:**

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

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 6:00 p.m.

Respectfully submitted,

*Lissette Perez*  
Lissette Perez  
Town Clerk



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** January 19, 2021

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

**From:** Alexander Diaz,  
Town Manager

**Subject:** Resolution No. 2716.21 - Approving the decommission of  
Police K-9 "Tyson"

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Item Number:

3

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2716.21 as presented.

### **Background:**

In 2016 the Town of Golden Beach purchased a Dutch Shepard as a police K-9 dog, named "Tyson". Thereafter, his handler, Officer Julio Soca, was shot on duty on February 4, 2017. Subsequently, due in part to his long recovery period and the lack of training K-9 "Tyson" received with his handler; Tyson's certification expired on October 31, 2019. K-9 "Tyson" cannot be utilized as a police dog any longer, therefore the Town wishes to decommission "Tyson" as personal property of the Town, and provide for his disposition and transfer to his handler, Officer Julio Soca.

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. 2716.21**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, DECLARING CERTAIN PERSONAL PROPERTY (POLICE K-9 DOG) OWNED BY THE TOWN TO HAVE NO INSTRINSIC MONETARY VALUE AND PROVIDING FOR DISPOSITION; AUTHORIZING THE TOWN MANAGER TO PROVIDE FOR THE DISPOSITION OF SUCH PERSONAL PROPERTY BY BILL OF SALE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Golden Beach's (the Town's) police K-9 dog, "Tyson", is 6 years old and successfully completed the Police K-9 training program on November 22<sup>th</sup>, 2016; and

**WHEREAS**, K-9 handler Officer Julio Soca was shot on duty on February 4, 2017. Subsequently, due in part to his long recovery period and the lack of training K-9 "Tyson" received with Officer Soca, for safety reasons K-9 "Tyson" has not been utilized as an on-duty dog; therefore, his certification lapsed on October 31, 2019; and

**WHEREAS**, it is determined that due to the above described circumstances, it would be ineffective to utilize K-9 "Tyson" as a police K-9 for the Golden Beach Police Department, therefore the Town has determined that he has no intrinsic police related purpose nor monetary value; and

**WHEREAS**, the Town wishes to decommission "Tyson," and as personal property of the Town, provide for his disposition and transfer to his handler, Officer Julio Soca; and

**WHEREAS**, the Town Council is authorized to determine that certain personal property owned by the Town has no value, is no longer needed for public purposes, and should be disposed of; and

**WHEREAS**, the Town Council hereby finds and determines that it is in the Town's best interest to decommission the police K-9 dog "Tyson" and provide for the disposition and transfer as personal property.

**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 is hereby adopted and confirmed.

**Section 2. Determination.** The Town Council hereby finds and determines that the police K-9 dog "Tyson" should be decommissioned, has no intrinsic monetary value, and should be disposed of and transferred as personal property to his handler, Officer Julio Soca.

**Section 3. Disposition Authorized.** The Town Manager is hereby authorized to dispose of and transfer the above referenced personal property by Bill of Sale, substantially in the form attached hereto as Exhibit "A", once approved as to form and legal sufficiency by the Town Attorney, and any other procedures established by the Town Manager.

**Section 4. Implementation.** The Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

**Section 5. Effective Date.** That this Resolution shall become effective immediately upon adoption hereof.

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 Kenneth Bernstein \_\_\_\_\_  
Councilmember Judy Lusskin \_\_\_\_\_  
Councilmember Jaime Mendal \_\_\_\_\_

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida, this 19<sup>th</sup> day of January, 2021.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

**Exhibit “A”**

**Bill of Sale**

**QUITCLAIM BILL OF SALE**

For the purchase price of One Dollar (\$1.00) and other good and valuable consideration, the **TOWN OF GOLDEN BEACH, a Florida municipal corporation** (the "Seller"), does hereby grant, bargain, sell, transfer, and deliver to **Mr. Julio Soca** (collectively, the "Buyer"), all of Seller's right, title and interest, in and to that certain personal property located in Miami-Dade County, Florida, and more particularly described as follows:

One (1) male police canine dog, Dutch Shepard breed, four(4) years old, and known as "Tyson" (the "Personal Property").

**TO HAVE AND TO HOLD** the Personal Property unto the Buyer, its successors and assigns, forever.

THE PERSONAL PROPERTY CONVEYED "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AS OF THE DATE OF THE EXECUTION OF THIS BILL OF SALE, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. BUYER IS HEREBY ACQUIRING THE PERSONAL PROPERTY BASED SOLELY UPON BUYER'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS OR CONTRACTORS.

**IN WITNESS WHEREOF**, Seller has caused this Bill of Sale to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**TOWN OF GOLDEN BEACH,**  
a Florida municipal corporation

By: \_\_\_\_\_  
Alexander Diaz, Town Manager  
Pursuant to Resolution No. \_\_\_\_\_

Attest:

\_\_\_\_\_  
Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Town Attorney

STATE OF FLORIDA                    )  
  SS:  
COUNTY OF MIAMI-DADE         )

The foregoing instrument was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, 2021, by Alexander Diaz, as Town Manager, of the Town of Golden Beach, a Florida municipal corporation, on behalf of said corporation, who (check one) [ ] is personally known to me or [ ] has produced a \_\_\_\_\_ as identification.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

ACCEPTED AND AGREED TO BY BUYER THIS \_\_\_DAY OF \_\_\_\_\_2021.

Mr. Julio Soca

\_\_\_\_\_

STATE OF FLORIDA                    )  
  SS:  
COUNTY OF \_\_\_\_\_            )

The foregoing instrument was acknowledged before me this \_\_\_day of \_\_\_\_\_, 2021, by Mr. Julio Soca, who (check one) [ ] is personally known to me or [ ] has produced a \_\_\_\_\_ as identification.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC





# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

---

## MEMORANDUM

---

**Date:** January 19, 2021

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

**From:** Alexander Diaz,  
Town Manager

*Alex B*

**Subject: RESOLUTION NO. 2717.21 - SOLE SOURCE PURCHASE OF  
BUS SHELTERS FOR AN AMOUNT NOT TO EXCEED  
\$59,000.00**

Item Number:

4

---

**Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2717.21 as presented.

**Request:**

It is requested the Town Council authorize the "Sole Source" purchase of Bus Shelters for an amount not to exceed \$59,000.00. The bus shelter selected, by this Council, is manufactured by Landscape Forms; thus the need for a sole source purchase.

**Background:**

**Financial Impact:**

The purchase price will not exceed \$59,000.00.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2717.21**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE SOLE SOURCE PURCHASE OF BUS SHELTERS FROM LANDSCAPE FORMS INC. FOR AN AMOUNT NOT TO EXCEED \$59,000; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town desires to purchase bus shelters from Landscape Forms Inc. to provide a covered area where members of the general public can comfortably and safely wait to be picked up by their public transportation of choice; and

**WHEREAS**, the cost to the Town to purchase bus shelters will not exceed a total of \$59,000; and

**WHEREAS**, in accordance with Section 2-275(2) of the Town Code, the Town Manager has certified that bus shelters are sold by Landscape Forms Inc., the sole domestic provider of bus shelters, and that therefore, competitive bidding is not possible; and

**WHEREAS**, the Town Council hereby waives requirements of the Town's competitive bidding procedures; and

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

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

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

**Section 2. Purchase Authorized.** The expenditure of funds in an

amount not to exceed \$59,000 for the purchase of bus shelters is hereby authorized and approved.

**Section 3. Implementation.** That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution, and the Mayor is authorized to execute a purchase agreement or proposal in connection with the purchase of bus shelters, subject to the approval of the Town Attorney as to form and legal sufficiency.

**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 19<sup>th</sup> day of January, 2021.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

# Quote

Date: 08/18/2020

LF Quote#: 0000297488

PO#:

Project: Town of Golden Beach Bus Shelters

Bill To: Town of Golden Beach  
 ATTN: Maria Camacho  
 1 Golden Beach Drive  
 Golden Beach, FL 33160

**CORPORATE**

7800 E. Michigan Avenue  
 Kalamazoo, MI 49048-9543  
 P: 800.521.2546 F: 269.381.3455  
 www.landscapeforms.com  
 Federal I.D.# 38-1897577  
 FSC# RA-COC-001261

Ship To: Town of Golden Beach  
 ATTN: Maria Camacho  
 TBA  
 Golden Beach, FL 33160

Ship To Contact Phone:(305)932-0744  
 Ship Via: Common Carrier  
 F.O.B.: Destination

Qty	Description	Unit Price	Total Price
CONTRACT: NCPA 07-53			
<b>When ordering please confirm:</b>			
<ul style="list-style-type: none"> <li>• Shipping address and contact information (name and ph#)</li> <li>• Billing address and contact information</li> <li>• Is your firm or the project tax exempt? If so, exemption certificate must accompany order</li> <li>• Delivery schedule:</li> </ul>			
<input type="checkbox"/> Ship immediately upon completion <input type="checkbox"/> OR Ship On/After the date: _____			
2	Connect 2.0 Shelter Size: <i>4' x 8' shelter</i> Roof Option: <i>Louvered Metal Roof</i> Back Glass: <i>All Back Glass</i> Front Glass: <i>No Front Glass</i> Power Option: <i>Solar</i> Left Glass: <i>Left Glass</i> Right Glass: <i>Right Glass</i> Lighting Option: <i>All Lights (Down, Up and Wayfinding Lights)</i> Color Temperature: <i>3500K</i> Options: <i>No Options</i> Frame Powdercoat Color: <i>To Be Advised</i> Roof Powdercoat Color: <i>To Be Advised</i> PDM Configuration: <i>8ft Standard Output</i>	\$ 24,502.13	\$ 49,004.26
2	Connect Rail Style: <i>Sitting Rail</i> Seating Surface: <i>Aluminum</i> Support Powdercoat Color: <i>To Be Advised</i> Seat Slats Powdercoat Color: <i>To Be Advised</i> Mounting: <i>Surface Mount</i>	\$ 852.63	\$ 1,705.26

Cust #: 0G7BB  
 SSR: Luis Salazar  
 Rep: Miami Team, FL2

*Landscape Forms Customer Service*

Purchaser

Seller

# Quote

Date: 08/18/2020

LF Quote#: 0000297488

PO#:

Project: Town of Golden Beach Bus Shelters

Bill To: Town of Golden Beach  
ATTN: Maria Camacho  
1 Golden Beach Drive  
Golden Beach, FL 33160

## CORPORATE

7800 E. Michigan Avenue  
Kalamazoo, MI 49048-9543  
P: 800.521.2546 F: 269.381.3455  
www.landscapeforms.com  
Federal I.D.# 38-1897577  
FSC# RA-COC-001261

Ship To: Town of Golden Beach  
ATTN: Maria Camacho  
TBA  
Golden Beach, FL 33160

Ship To Contact Phone:(305)932-0744

Ship Via: Common Carrier

F.O.B.: Destination

Qty	Description	Unit Price	Total Price
		Item Total	\$ 50,709.52
		Shipping & Handling	\$ 5,080.00
		Sub Total	\$ 55,789.52
		Estimated Tax	\$ 3,159.63
		Document Total	\$ 58,949.15

### Payment Terms: NET 30 DAYS

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to one year from receipt of the order. Changes in quantity or specification may affect pricing.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.

Page: 2 of 3

Cust #: 0G7BB  
SSR: Luis Salazar  
Rep: Miami Team, FL2

*Landscape Forms Customer Service*

Purchaser

Seller

landscapeforms®

# Quote

Date: 08/18/2020

LF Quote#: 0000297488

PO#:

Project: Town of Golden Beach Bus Shelters

Bill To: Town of Golden Beach  
ATTN: Maria Camacho  
1 Golden Beach Drive  
Golden Beach, FL 33160

## CORPORATE

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Ship To: Town of Golden Beach  
ATTN: Maria Camacho  
TBA  
Golden Beach, FL 33160

Ship To Contact Phone:(305)932-0744

Ship Via: Common-Carrier

F.O.B.: Destination

- Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at [AR@landscapeforms.com](mailto:AR@landscapeforms.com). Mail payments to:

### USD Checks

Landscape Forms, Inc.  
Dept 78073  
PO Box 78000  
Detroit, MI 48278-0073  
USA

### CAD Cheques

Landscape Forms, Inc.  
PO Box 2408  
Station A  
Toronto, Ontario M5W 2K6  
CAN

Page: 3 of 3

Cust #: 0G7BB  
SSR: Luis Salazar  
Rep: Miami Team, FL2

*Landscape Forms Customer Service*

Purchaser

Seller

landscapeforms



Connect 2.0 Bus Shelter by Landscape Forms: 4'x8' Bus Shelter with louvered metal roof, glass panels & LED lighting








landscapeforms®

Connect **2.0**



“We set out to convey a personal atmosphere to anonymous public areas and to make the use of public transport a pleasant, relaxing experience.”

—Tobias Adami, Creative Director at BMW Group Designworks



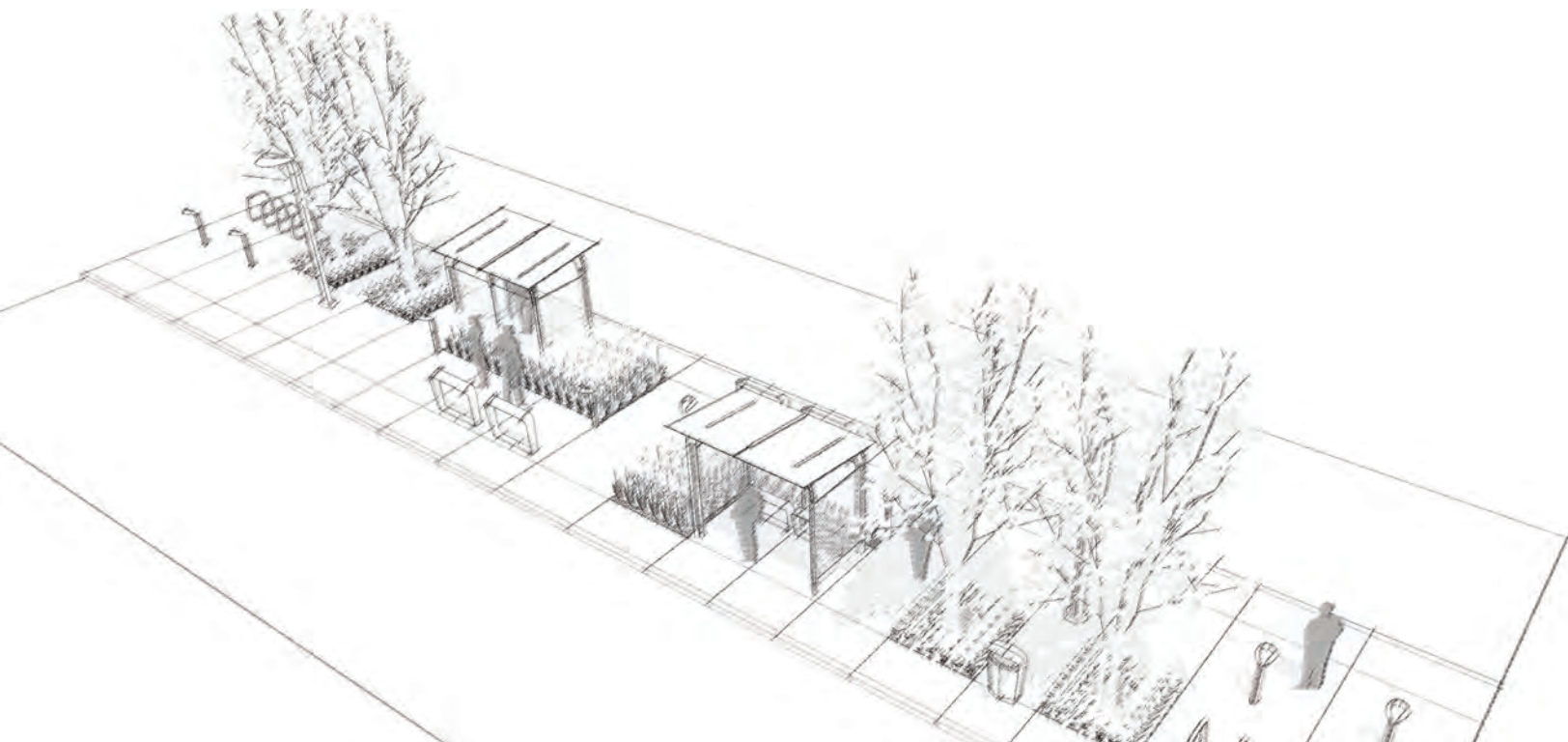
## Connecting People, Places, Technology, and Design

When we developed our first integrated collection of site furnishings and lighting, we partnered with the team at BMW Group Designworks, global leaders in the science and design of moving people. Their deep understanding of public transit and mastery of innovative form making, coupled with our expertise in the design and technology of outdoor site furnishings and lighting has resulted in the Connect 2.0 shelter, a refined member of the Metro 40 Collection of urban streetscape and transit elements for a world on the move.

## A Better Human Experience

Connect 2.0 shelter's visual simplicity lets its beauty and sophistication shine. Clean lines and a quiet aesthetic beautifully coexist with LED technology. The warm glow of layered LED lighting welcomes people and fosters a sense of comfort and security. Wayfinding, up, and down lights subtly illuminate sidewalks and curbs, the shelter's interior, and its immediate surroundings. Lights can be powered via grid or solar panels.

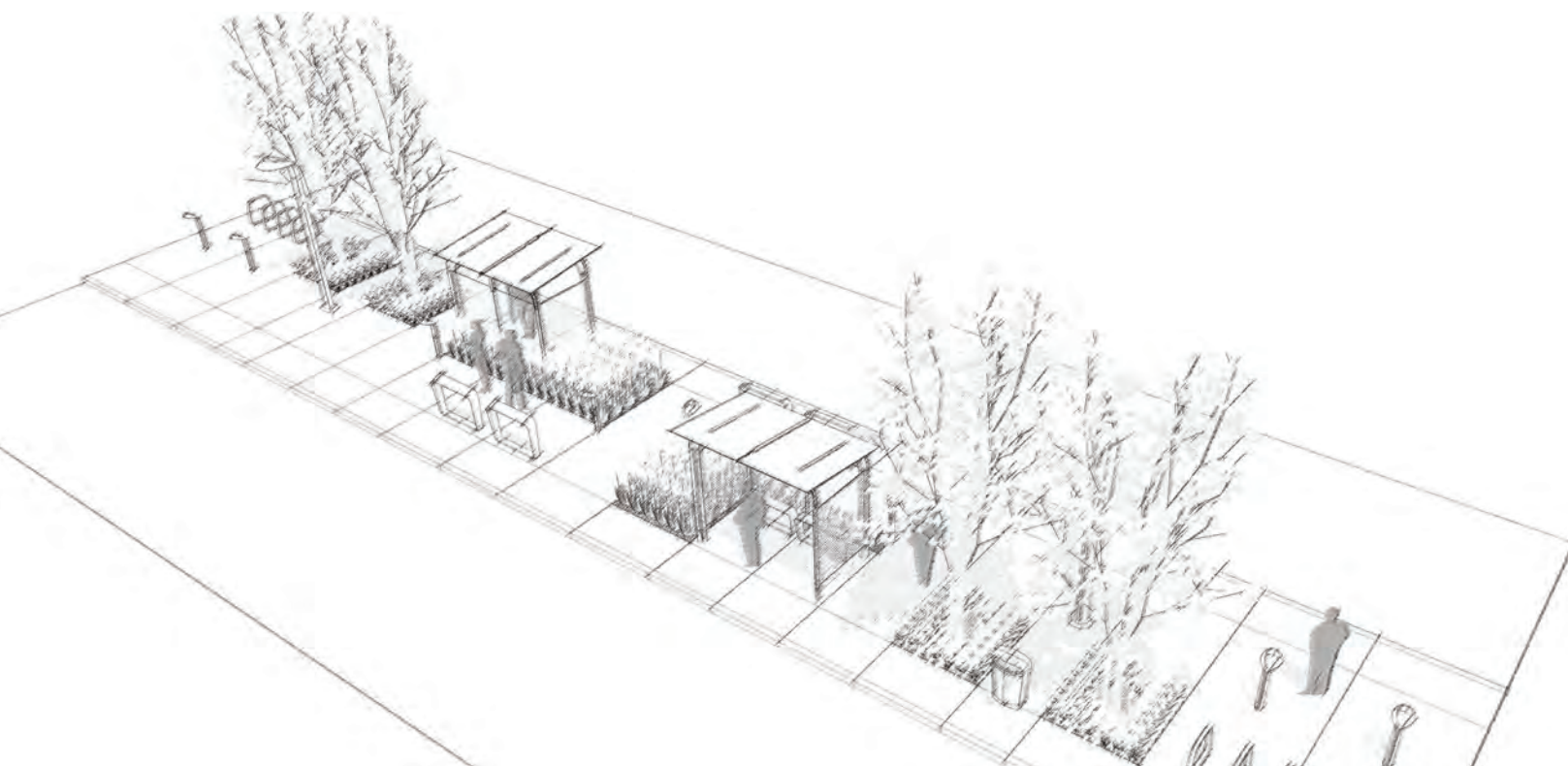
Connect 2.0 shelter's timeless expression elevates an individual's transportation experience and the brand experience of municipalities and corporate, healthcare, and university campuses.



## A Better Human Experience

Connect 2.0 shelter's visual simplicity lets its beauty and sophistication shine. Clean lines and a quiet aesthetic beautifully coexist with LED technology. The warm glow of layered LED lighting welcomes people and fosters a sense of comfort and security. Wayfinding, up, and down lights subtly illuminate sidewalks and curbs, the shelter's interior, and its immediate surroundings. Lights can be powered via grid or solar panels.

Connect 2.0 shelter's timeless expression elevates an individual's transportation experience and the brand experience of municipalities and corporate, healthcare, and university campuses.





- 1. Down lights
  - 2. Wayfinding lights
  - 3. Solar panel
- 
- A. Wayfinding lights
  - B. Glass safety decals
  - C. Down lights
  - D. Up lights (inside shelter)



## Design that Complements

The shelter's transparent, airy aluminum structure doesn't overpower but quietly complements surrounding architecture and landscaping. Its functional and aesthetic flexibility gives landscape architects options that best suit their site designs. Panel configurations include no panels; back and side glass panels; and back, side, and one front glass panel, specified on the right or left of the shelter. Panels are made of tempered laminated safety glass. The ADA-compliant shelter is available in a comfortable 4' x 8' or generous 4' x 12' footprint.



Tempered glass, solid honeycomb aluminum panel, and aluminum louvered roof choices create unique design statements that also address site requirements and climate conditions. Aluminum panel and louver roofs come in a full color palette and are finished with Landscape Forms' proprietary Pangard II® HAPS, VOC, and lead-free polyester powdercoat.



- 1. Tempered glass roof
- 2. Louvered aluminum roof
- 3. Solid aluminum roof

**Connect 2.0 Shelter**



Louvered Aluminum Roof



Tempered Glass Roof



Solid Aluminum Roof



Connect Rail



Collect Litter



Stop Bollard



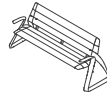
Hi-Glo Area Light



Lo-Glo Path Light



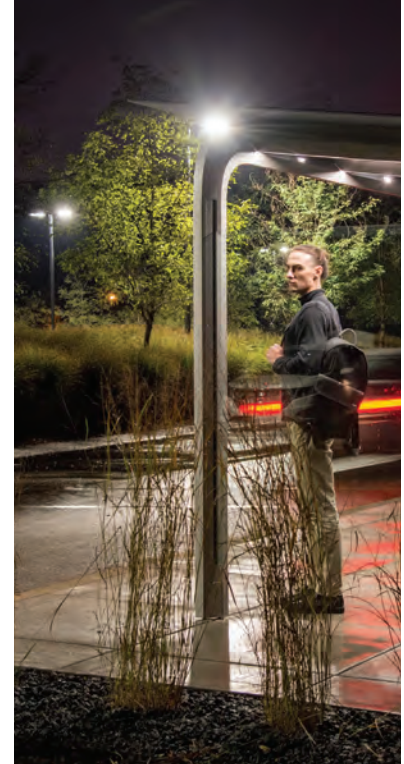
Ride Bike Rack



Rest Bench

**Metro 40 Collection**  
designed by

**Designworks**  
A BMW Group Company



[landscapeforms.com](http://landscapeforms.com)

Connect 2.0: Design by BMW Designworks

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800.521.2546 | 269.381.3455 fax  
7800 E. Michigan Ave., Kalamazoo, MI 49048

landscapeforms®

DESIGN. CULTURE. CRAFT.





# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** January 19, 2021

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

**From:** Alexander Diaz,  
Town Manager

Item Number:

5

**Subject:** Resolution No. 2718.21 – Approving a COVID-19 Vaccination Site Agreement between the Miami-Dade County Health Department and the Town of Golden Beach

---

**Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2718.21 as presented.

**Background:**

The Town applied and has been selected to be a Closed Point of Administration (POA) and Open POA for the COVID-19 vaccine. In an effort not to miss out on this unique opportunity, with the Mayors consent, I executed agreement(s) with the State to become a vaccine distribution site. We are among the first city in Miami-Dade to be awarded this opportunity.

Attached please find the draft Closed POA and Open POA agreements for The Town of Golden Beach. This agreement establishes a collaboration with the Miami-Dade Department of Health (DOH-Miami-Dade) and the Town to operate a location for dispensing Prophylaxis and/or administering vaccines to our staff and residents while continuing our normal operations during an emergency.

This agreement will not affect our enrollment in the COVID-19 Vaccine Provider Program, but will allow for an expansion of our collaboration with the DOH-Miami-Dade in response to a public health emergency including our current response to COVID-19

**Fiscal Impact:**

None to the Town.

**TOWN OF GOLDEN BEACH**

**RESOLUTION NO. 2718.21**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, RETROACTIVELY APPROVING A COVID-19 VACCINATION SITE AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT AND THE TOWN OF GOLDEN BEACH FOR THE TOWN TO ADMINISTER THE COVID-19 VACCINATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 19, 2020, the Town Council of the Town of Golden Beach (“Town”) declared a local state of emergency due to the Novel Coronavirus Disease 2019 (“COVID-19”); and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer issued a Declaration of Public Health Emergency due to the threat of COVID-19; and

**WHEREAS**, the Health Department is responsible for conducting programs for the prevention and control of communicable diseases and vaccine-preventable diseases, pursuant to section 381.003 Florida Statutes (“F.S.”); and

**WHEREAS**, the Health Department seeks to collaborate with the Town of Golden Beach to respond to a public health incident, public health threat, or other significant public health emergency; and

**WHEREAS**, the Town desires to ratify and approve a Closed Point of Administration and an open Point of Administration between the Town and the State of Florida, Department of Health, Miami-Dade County Health Department (the “POA’s”), in substantially the form attached hereto as Exhibit “A,” that was executed by the Town Manager on January 15, 2021; and

**WHEREAS**, the Town Council finds that this Resolution is in the best interest and welfare of the Town.

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

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

**Section 2. Ratification and Approval.** The Town Council hereby ratifies and approves the POA's, in substantially the form attached hereto as Exhibit "A," and ratifies the execution of the POA's by the Town Manager.

**Section 3. Implementation.** The Town Manager is hereby authorized to take such further action as may be necessary to implement the intent and purposes of this Resolution and the POA's.

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

Sponsored by **Town Administration.**

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

Mayor Glenn Singer	_____
Vice Mayor 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 19<sup>th</sup> day of January, 2021.

---

MAYOR GLENN SINGER

ATTEST:

---

LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

---

STEPHEN J. HELFMAN  
TOWN ATTORNEY

**VACCINATION SITE AGREEMENT (COVID-19)  
FOR CLOSED POINT OF ADMINISTRATION  
MEMORANDUM OF AGREEMENT  
BETWEEN  
STATE OF FLORIDA, DEPARTMENT OF HEALTH  
MIAMI-DADE COUNTY HEALTH DEPARTMENT  
TOWN OF GOLDEN BEACH  
MOA-13162= 13162**

This Vaccination Site Agreement for a Closed Point of Administration (POA) Memorandum of Agreement (MOA) is made and entered into by the State of Florida, Department of Health, Miami-Dade County Health Department, hereinafter referred to as the "Department," and Town of Golden Beach, hereinafter referred to as "Organization", Department and Organization are jointly referred to as the "parties". This agreement will improve parties' ability to respond to a public health incident, public health threat, or other significant public health emergency in Miami-Dade County, Florida. This MOA and outlines the agreement between the parties.

**RECITALS/BACKGROUND**

**WHEREAS** the Centers for Disease Control and Prevention (CDC) has established the Strategic National Stockpile (SNS), which includes medical countermeasures and supplies necessary to respond to the public health needs of the community; and

**WHEREAS**, the Department is responsible for conducting programs for the prevention and control of communicable diseases and vaccine-preventable diseases, pursuant to section 381.003, Florida Statutes ("F.S."); and

**WHEREAS** the CDC, through the State of Florida, Department of Health, will provide assets to the Department during the state and national health emergencies affecting its jurisdiction; and

**WHEREAS** the Department approves the transfer of a specific pre-identified quantity of the SNS assets to organizations such as the Organization; and

**WHEREAS** the Department wishes to collaborate with the Organization to enhance its ability to respond to public health threats;

**NOW THEREFORE**, in consideration of the foregoing, the parties hereto agree as follows:

**I. Purpose**

- A. The provisions of this MOA apply to activities to be performed as a result of the implementation of the Department's Mass Prophylaxis and Immunization Plan.
- B. The purpose of this MOA is to set forth guidance for the designation of the Organization as a Closed POA Vaccination Site location servicing the Identified Population at the address as listed in Attachment I.

**II. Scope**

- A. No provisions of this MOA limit the activities of the Department in performing local and state functions.
- B. This Agreement will take effect upon the declaration of a Public Health Emergency, as defined in Section 381.00315, Florida Statutes.

### III. Definitions

- A. **Administration/Administering/Administer:** Obtaining, preparing, and administering a single vaccination to a patient by a legally authorized person.
- B. **Closed Point of Administration (Closed POA):** An organization that collaborates with a Public Health agency to operate a location for administering Prophylaxis to the organization's own Identified Population while continuing normal operations during an emergency.
- C. **Dispense:** The transfer of possession of one or more doses of a medicinal drug by a pharmacist to the ultimate consumer or her or his agent. As an element of Administration, the pharmacist shall, prior to the actual physical transfer, interpret and assess the prescription order for potential adverse reactions, interactions, and dosage regimen she or he deems appropriate in the exercise of her or his professional judgment, and the pharmacist shall certify that the medicinal drug called for by the prescription is ready for transfer. The pharmacist shall also provide counseling on proper drug usage, either orally or in writing, if in the exercise of her or his professional judgment counseling is necessary. The actual sales transaction, delivery and administration of such drug shall not be considered Administration.
- D. **Emergency Support Function 8 (ESF-8):** Provides the coordination of health and medical response and recovery activities in support of the County Emergency Operations Center.
- E. **Identified Population:** Patients, students, employees and their family members, contractors, and other essential personnel of Organization who would receive Prophylaxis and related supplies in the event of SNS deployment. May also include members of the general public once the Organization has completed services to its Identified Population.
- F. **Open Point of Administration (Open POA):** An organization that collaborates with a Public Health agency to operate a Administration location to distribute SNS assets outside its Identified Population to the general public during an emergency.
- G. **POA:** Refers to the Open POA and/or Closed POA.
- H. **Prophylaxis:** Medical countermeasures and related supplies designed to prevent the occurrence and spread of disease.
- I. **Strategic National Stockpile (SNS):** A national repository of antibiotics, chemical antidotes, and antitoxins, life support medications, and medical supplies managed by the CDC. The SNS has pre-identified specific quantity of Prophylaxis and related emergency medical supplies designed to be delivered anywhere in the United States within twelve (12) hours of the decision to deploy. May include Vaccination Supplies.
- J. **Vaccination Supplies:** Vaccine and medical supplies to administer the vaccine.

**IV. To support the Organization as a POA, the Department shall:**

- A. Provide Organization with vaccination supplies, to the extent available, and guidance for the storage, recordkeeping, and transportation of the vaccination supplies. This includes transfer of vaccination supplies to the Organization's custody and control from the Department.
- B. Provide Organization with available public health screening forms and educational materials to be used in conjunction with the Prophylaxis and other SNS assets for the Identified Population.
- C. Provide Organization with as much advance notice as is feasible of the decision to request and deploy SNS assets.
- D. Provide, to the extent sufficient SNS assets are allocated to the jurisdiction, SNS assets to Organization in quantities and delivery frequency requested by Organization.
  - 1. Department acknowledges that Organization has finite cold and ultra-cold storage space for certain SNS assets and/or vaccination supplies and therefore agrees that it will not provide SNS assets and/or vaccination supplies in excess of the amounts and frequency that are requested by Organization.
  - 2. Department agrees that Organization may receive the total SNS assets and/or vaccination supplies requested in separate installments based on a delivery schedule that is mutually agreed upon by the parties.
  - 3. Organization reserves the right to reject any deliveries of any SNS assets and/or vaccination supplies that are received in violation of this MOA.
- E. Provide a point of contact at the Department who may provide training to Organization POA staff on an as-needed basis.
- F. Assist Organization with the development of operational plans, communication procedures, reporting protocols, inventory management requirements, and administrative procedures as needed.
- G. As feasible and practical, assist Organization with supply and equipment needs required to operate as a POA.
- H. Assist Organization in requesting further support from federal or other state authorities as needed for Organization to successfully operate as a POA.
- I. Assist Organization in forwarding adverse event reports to jurisdictional health agencies.
- J. Assist Organization during its POA demobilization efforts.

**V. To operate as a POA, Organization shall:**

- A. Develop vaccine screening assessment for its Identified Population prior to Administration of SNS assets and/or vaccination supplies.

- B. Distribute appropriate educational information using the forms, handouts, and other materials provided by the Department.
- C. Provide the Department with the number of individuals in the Identified Population detailing, to the extent possible, the number of adults and children who received Prophylaxis.
- D. Identify primary and secondary contacts for notifications and SNS asset transfer and/or vaccination supplies.
- E. Ensure that a medical dispensing or administering professional (physician or supervised professional operating under appropriate medical protocols, such as a pharmacist, Advanced Practice Registered Nurse (APRN), Physician Assistant (PA-C), or other medical professional authorized to dispense or administer at the time of the event) is on-site to oversee all dispensing or administration operations, including the proper handling and storage of vaccination supplies.
- F. Provide to the Department the name and point of contact information of the individual who is expected to fill the medical license requirement listed in paragraph V(5) above and notify the Department when this information changes.
- G. Collect patient registration or occupational health forms for individuals of the Identified Population receiving Prophylaxis.
- H. Maintain an inventory of Prophylaxis and related supplies received and dispensed.
- I. Ensure that no fee of any kind is charged for the SNS assets, and/or vaccination supplies, or any function associated with Administration or administration activities unless such fee is permitted by law. Organization shall comply with all billing laws, regulations, instructions, interpretative guidelines, and requirements established by governmental and commercial payers.
- J. Return any unused Prophylaxis and completed inventory forms and account for all medical countermeasures dispensed, to the Department.
- K. Contact the ESF-8 representative at the County Emergency Operations Center if additional Prophylaxis and related supplies are required to provide sufficient regimens for the Identified Population.
- L. Notify the Department if the Organization can provide Prophylaxis to the patients, employees and their family members, contractors, and other essential personnel of another municipality located within Miami-Dade County. Seek and receive approval from the Department before proceeding.

**VI. Organization demographic and contact information:**

- A. Organization shall provide the following to Department: 1) the demographics of individuals in the Identified Population to receive Prophylaxis, and 2) contact information of Organization representatives to receive notification and authorized to accept custody of SNS assets and/or vaccination supplies.



- B. The information to be provided in VI(A) shall be reported substantially in the form of the template listed in Attachment I of this MOA.
- C. Each party reserves the right to change its Point of Contact without written notification, but will notify the other party within a reasonable period of time, not to exceed thirty (30) days after such a change.

#### **VII. Requirements for Organization to Operate as an Open POA**

The parties acknowledge that, depending on the public health needs of the community, the Department may request to have Organization also operate as an Open POA. Upon such a request, the parties may negotiate and execute appropriate agreements necessary for the parties to jointly operate an Open POA location. The agreements will address, among other items, Organization's potential needs for additional SNS assets and/or vaccination supplies, site management resources, clinical personnel to dispense and/or administer Prophylaxis and cold vaccine storage equipment.

#### **VIII. Financial Obligations of the Parties:**

- A. Both parties are responsible for their own costs in performing their obligations under this Agreement.
- B. Designation and/or utilization of Organization as POA will not result in reimbursable transactions/costs between Organization and the Department unless otherwise specifically agreed upon by the parties in this MOA.
- D. In the event of dispute under this Agreement, both parties are responsible for their own attorney's fees and costs.

#### **IX. Conditions, Amendments, and Termination:**

- A. **Requests for Information, Confidentiality.** This MOA is governed for public records purposes by Chapter 119, Florida Statutes (F.S.). Additional federal laws may apply. Where federal law forms a basis to prevent disclosure of the terms of this MOA, the parties agree that neither will disclose the nature of this effort and the terms of this agreement to any person or entity, except as may be necessary to fulfill its mission and statutory and regulatory responsibilities. The parties agree to notify one another before releasing materials or information relating to this MOA pursuant to federal or state freedom of information act statutes or similar provisions in law. Except to the extent required by law or court order, the parties agree to maintain strict confidentiality with regard to any and all information that comes into their possession as a result of this Agreement or any details pertaining to this MOA.
- B. **Information Security:** The Organization must maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this Agreement and will comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65 and 456.057, F.S. Procedures must be implemented by the Organization to ensure the protection and confidentiality of all confidential matters. The Organization must also comply with any applicable professional standards of practice with respect to client confidentiality.

- C. **State Agency.** The Health Department is a State Agency or Subdivision and is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to section 284.30, F.S., and administered by the Florida Department of Financial Services. The Health Department certifies that it maintains, and agrees to continue to maintain during the term of this Agreement, general and professional liability protection coverage through the Risk Management Trust Fund, and certifies that this protection extends to the Health Department, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in Section 768.28, F.S.
- D. **Insurance.** Organization agrees to maintain appropriate professional liability and general liability insurance or self-insurance to cover any liability of the party and its employees or subcontractors arising out of services performed under this MOA. The Health Department reserves the right to request a copy of the insurance for review.
- E. **Indemnification.** Each party will be liable for any damages resulting from the negligence of its employees or agents acting within the scope of their employment or agency, in accordance with Section 768.28, Fla. Stat. Nothing herein is intended to waive sovereign immunity by any party to whom sovereign immunity is applicable. Nothing herein shall be construed as consent by any party to be sued by a third party in any matter arising out of any contract.
- F. **Supervening Law; Severability.** Any provision of the MOA later found to be in conflict with federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this MOA, and the remainder of the MOA shall remain in full force and effect.
- G. **Term.** The parties agree that this Agreement is effective upon signature of both parties and shall continue in full force and effect for a period of five (5) years from date of signature. It may be continued without change during that period, but must be reviewed annually by both parties. This MOA may be extended and renewed upon written agreement of the Parties.
- H. **Termination.** This MOA may be terminated:
- i. By mutual written agreement of the parties;
  - ii. By either party, without cause, and upon not less than 60 days prior written notice of the intended termination date; or
  - iii. By the non-defaulting party, upon a material breach of any other provision of this Agreement by the other party, if such breach is not cured within thirty (30) calendar days after written notice is provided to the alleged defaulting party.
- I. **Independent Contractor.** The parties expressly agree that no relationship of employer/employee, principal agent, lessee/lessor, or other association shall be created by this MOA between the parties or their directors, officers, agents, or employees. The parties agree that they will never incur any obligations on the part of the other party.
- J. **Exclusivity.** This MOA is non-exclusive. Thus, the parties reserve the right to enter into similar agreements of understandings with other parties.

- K. **Entire Agreement; Amendment.** This MOA and its Attachments contains all the terms and conditions agreed upon by the parties and supersede all prior oral and written agreements relating to the same subject matter. There are no provisions, terms, conditions, or obligations other than those contained herein. This MOA and the Attachments may be amended only in a writing signed by each of the parties. All previous agreements or arrangements, if any, related to the establishment of a Closed POA, made between the Department and the Organization, written or verbal, are hereby cancelled and superseded by this Agreement.
- L. **Third Party Beneficiaries.** Nothing in this MOA, express or implied, is intended to confer upon any other person, private or public, any rights or remedies of any nature whatsoever under or by reason of this Agreement, except as otherwise expressly provided herein. Nothing in this MOA is intended to restrict the authority of either party to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.
- M. **Assignment.** This MOA may not be assigned by either party without the prior written consent of the other party; provided, that Organization may assign this MOA without the prior written consent of Department to any Organization affiliate or other entity that controls, is controlled by or is under common control with Organization. Any purported assignment in violation of this Section is void. Such written consent, if given, shall not in any manner relieve the assignor from liability for the performance of this MOA by its assignee.
- N. **Force Majeure.** Neither party shall be liable or be deemed in default of this MOA for any delay or failure to perform caused by acts of God, war, disasters, strikes, pandemic, or any similar cause beyond the control of either party.
- O. **Access to Records.** To the extent required by law, until the expiration of four (4) years after the furnishing of Services pursuant to this MOA, each party agrees to make available upon receipt of written request from the Secretary of Health and Human Services or the U.S. Comptroller General or any of their duly authorized representatives, this MOA and the books, documents and records that are necessary to certify the nature and extent of costs of Services provided by Organization hereunder.
- P. **Inspector General:** To the extent applicable, both parties acknowledge and understand their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), F.S.
- Q. **Fair Market Value; Inducement of Referrals.** The parties acknowledge and agree that any fees and compensation to be paid by Department to Organization pursuant to this MOA do and will represent the fair market value for the services provided by Organization, have been and will be negotiated in an arms-length transaction, and have not been and will not be determined in a manner that takes into account the volume or value of any referrals or other business otherwise generated between the parties. The parties to this MOA specifically intend to comply with all applicable laws, rules and regulations, including the federal anti-kickback statute (42 U.S.C. 1320a-7b), the related safe harbor regulations and the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395 (n)). Accordingly, no part of any consideration paid hereunder is a prohibited

payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business.

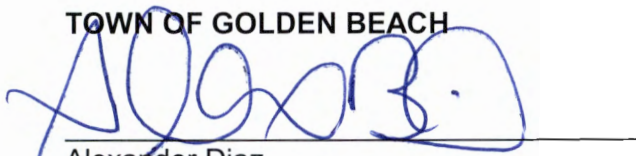
- R. **Use of Name.** Except as specifically permitted in this MOA, neither party will use the names or trademarks of the other party or any of the other party's affiliated entities in any news release, advertising, publicity, endorsement, promotion, or commercial communication without the prior written approval of the other party for the particular use contemplated.
- S. **Counterparts.** This MOA may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.
- T. **Survival.** The rights and obligations of the parties relating to confidentiality, indemnification, insurance, use of name, along with any other rights and obligations that expressly or by operation of law extend beyond this MOA, shall survive the termination, expiration, non-renewal, or rescission of this MOA.

**X. No Private Right Created:**

THIS DOCUMENT IS AN INTERNAL AGREEMENT BETWEEN THE STATE OF FLORIDA AND THE ORGANIZATION AND DOES NOT CREATE OR CONFER ANY RIGHT OR BENEFIT ON ANY OTHER PERSON OR PARTY, PRIVATE OR PUBLIC. NOTHING IN THIS AGREEMENT IS INTENDED TO RESTRICT THE AUTHORITY OF EITHER SIGNATORY TO ACT AS PROVIDED BY LAW OR REGULATION, OR TO RESTRICT ANY AGENCY FROM ENFORCING ANY LAWS WITHIN ITS AUTHORITY OR JURISDICTION.

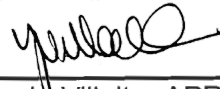
**IN WITNESS WHEREOF**, the parties hereto have caused this 10 page Agreement to be executed by their undersigned officials as duly authorized.

**TOWN OF GOLDEN BEACH**



Alexander Diaz  
Town Manager  
alexdiav@goldenbeach.us

**STATE OF FLORIDA, DEPARTMENT OF  
HEALTH IN MIAMI-DADE COUNTY**



Dr. Yesenia Villalta, APRN, DNP, MSN  
Administrator

DATE: 01.15.21

DATE: Jan. 15, 2021

FEID: 59-6000326

**Attachment I – Demographic and Contact Information**

**A. POA Demographic Information:**

<b>Organization's Identified Population:</b>	<b>Estimated Number of Persons to Receive Countermeasure:</b>
Employees, Contractors and Essential Personnel:	<b>150</b>
Employee Family Members:	<b>150</b>
Patients and Students:	<b>150</b>
<b>Total Estimate:</b>	<b>450</b>

**B. POA Location: One Golden Beach Drive , Golden Beach FI, 33160**

**C. POA Contact Information:**

	<b>Primary:</b>	<b>Secondary:</b>
<b>Name:</b>	Alexander Diaz	Lissette Perez
<b>Address:</b>	One Golden Beach Drive Golden Beach FI 33160	One Golden Beach Drive Golden Beach FI 33160
<b>Phone (O):</b>	305.932.0744	305.932.0744
<b>Phone (C.):</b>	786.236.4211	786.735.7251
<b>Email:</b>	alexdiuz@goldenbeach.us	lperez@goldenbeach.us
	<b>Tertiary:</b>	
<b>Name:</b>	Rudy Herbello	
<b>Address:</b>	One Golden Beach Drive Golden Beach FI 33160	
<b>Phone (O):</b>	305.932.0744	
<b>Phone (C.):</b>	786.402.8046	
<b>Email:</b>	rherbello@goldenbeach.us	

**D. POD representative authorized to accept SNS assets:**

	<b>Primary:</b>	<b>Secondary:</b>
<b>Name:</b>	Alexander Diaz	Lissette Perez
<b>Address:</b>	One Golden Beach Drive, Golden Beach FI 33160	One Golden Beach Drive, Golden Beach, FI 33160
<b>Phone (O):</b>	305.932.0744	305.932.0744
<b>Phone (C.):</b>	786.236.4211	786.735.7251
<b>Email:</b>	alexdiuz@goldenebach.us	lperez@goldenbeach.us
	<b>Tertiary:</b>	
<b>Name:</b>	Rudy Herbello	
<b>Address:</b>	One Golden Beach Drive, Golden Beach, FI 33160	
<b>Phone (O):</b>	305.932.074	
<b>Phone (C.):</b>	786.402.8046	
<b>Email:</b>	rherbello@goldenbeach.us	

**E. Florida Department of Health Contacts:**

	<b>Primary:</b>	<b>Secondary:</b>
<b>Name:</b>	Deputy Director of Public Health Preparedness or Designee	Cities Readiness Initiative Coordinator or Designee
<b>Address:</b>	8175 NW 12 <sup>th</sup> Street, Ste. 301 Doral, FL 33126	8175 NW 12 <sup>th</sup> Street, Ste. 301 Doral, FL 33126

<b>Phone (O):</b>	305-470-6936	305-470-6931
<b>Phone (C.):</b>	305-968-4343	786-606-1274
<b>Email:</b>	MiamiDadeCRI@flhealth.gov	MiamiDadeCRI@flhealth.gov

**F. Emergency Operations Center (EOC) and ESF-8 Contacts:**

	<b>EOC</b>	<b>ESF-8</b>
<b>Address:</b>	9300 NW 41 <sup>st</sup> St. Doral, FL 33178	9300 NW 41 <sup>st</sup> St. Doral, FL 33178
<b>Phone (O):</b>		305-468-5823

**VACCINATION SITE AGREEMENT (COVID-19)  
FOR AN OPEN POINT OF ADMINISTRATION  
BETWEEN  
STATE OF FLORIDA, DEPARTMENT OF HEALTH  
MIAMI-DADE COUNTY HEALTH DEPARTMENT  
AND  
TOWN OF GOLDEN BEACH  
MOA-13J05**

This Vaccination Site Agreement (“Agreement”) for an Open Point of Administration (“POA”) is made and entered into by the State of Florida, Department of Health, Miami-Dade County Health Department, hereinafter referred to as the “Health Department”, and Town of Golden Beach, hereinafter referred to as the “Organization.” Health Department and Organization are jointly referred to as the “parties.”

**RECITALS**

**WHEREAS**, the Health Department is responsible for conducting programs for the prevention and control of communicable diseases and vaccine-preventable diseases, pursuant to section 381.003, Florida Statutes (“F.S.”); and

**WHEREAS**, the Health Department seeks to collaborate with the Organization to respond to a public health incident, public health threat, or other significant public health emergency; and

**WHEREAS**, the State Surgeon General and State Health Officer has determined that Coronavirus Disease 2019 (COVID-19) is a threat to public health in Florida and issued a Declaration of Public Health Emergency on March 1, 2020; and

**WHEREAS**, the parties want to coordinate their collective efforts in providing greater public access to COVID-19 vaccinations to prevent the occurrence and spread of communicable diseases, including COVID-19.

**NOW, THEREFORE**, in consideration of the foregoing, the parties agree as follows:

**TERMS**

**I. Purpose:**

- A. The purpose of this Agreement is to set forth guidance for the designation of the Organization as an Open Point of Administration Vaccination Site location servicing an Identified Population at the address listed in Attachment I during a public health incident, public health threat, or other significant public health emergency.
- B. This Agreement outlines the scope of work between the Organization and the Health Department and is aimed at improving community public health preparedness and response in Miami-Dade County.

**I. Scope:**

- A. The provisions of this Agreement apply to activities to be performed resulting from the implementation of Health Department emergency response plans.
- B. No provisions of this Agreement limit the activities of the Health Department in performing its local and state functions.

## **II. Definitions:**

- A. Administration/Administering/Administer: Obtaining, preparing, and administering a single COVID-19 vaccination to a patient by a legally authorized person.
- B. Identified Population: Individuals in the general public who seek a vaccination.
- C. Organization: Cooperating business, government, faith-based or secular organization.
- D. Vaccination Site: Location for administering COVID-19 vaccinations to individuals pursuant to a public health emergency; established to serve the Identified Population of the Organization.
- E. Vaccination Supplies: Vaccine and medical supplies to administer the vaccine.

## **III. Health Department Responsibilities:**

- A. Develop a plan for vaccinating the Identified Population at the Organization's site, to include the number of individuals in the Identified Population who would receive COVID-19 vaccinations at the Vaccination Site.
- B. Provide the Organization with COVID-19 vaccination supplies, to the extent available, and guidance for the storage, recordkeeping, and transportation of the vaccination supplies. This includes transfer of vaccination supplies to the Organization's custody and control from the Health Department.
- C. Provide policies and procedures for administering the COVID-19 vaccination.
- D. Provide a point of contact at the Health Department who may provide training to the Organization's staff on an as-needed basis.
- E. Provide additional COVID-19 vaccination supplies to the Organization if needed and available.

## **IV. Organization Responsibilities:**

- A. Identify primary, secondary and tertiary contacts at the Organization for notifications and receipt of vaccination supplies in Attachment I. Contact information may be updated as needed without amending this Agreement. Each party reserves the right to change its Point of Contact without written notification but must notify the other party within 30 days after such a change.



- B. Ensure that a medical dispensing or administering professional (physician or supervised professional operating under appropriate medical protocols, pharmacist, APRN, PA, dentist, podiatrist, or other medical professional authorized to dispense or administer at the time of the event) is on-site to oversee all vaccinations, including the proper handling and storage of vaccination supplies.
- C. Provide to the Health Department the name and point of contact information of the individual who is expected to fill the medical license requirement listed above and advise the Health Department when this information changes.
- D. Utilize vaccination supplies and related materials from by the Health Department to provide COVID-19 vaccinations to the Identified Population.
- E. Collect completed client registration forms for individuals undergoing vaccinations and maintain an inventory of supplies received and/or administered.
- F. Ensure that no fee of any kind is charged to the Identified Population for any function associated with vaccination activities.
- G. Return any unused COVID-19 vaccination supplies to the Health Department and account for all COVID-19 vaccinations administered.
- H. Contact the Health Department if additional vaccination supplies are required.

**V. Financial Obligations of the Parties:**

- A. Both parties are responsible for their own costs in performing their obligations under this Agreement.
- B. Designation or utilization of the Organization as a Vaccinations Site will not result in reimbursable transactions or costs between the Organization and the Health Department.
- C. In the event of dispute under this Agreement, both parties are responsible for their own attorney's fees and costs.

**VI. Conditions, Amendments, and Termination:**

- A. The parties agree that this Agreement is effective upon signature of both parties and will continue in effect for a period of five years, unless terminated earlier by the parties. Both parties agree to review this Agreement during the period, as needed.
- B. Requests for information, confidentiality. This Agreement is governed for public records purposes by Chapter 119, F.S. Additional federal laws may apply. Where federal law forms a basis to prevent disclosure of the terms of this Agreement, the parties agree that neither will disclose the nature of this effort and the terms of this agreement to any person or entity, except as may be necessary to fulfill its mission and statutory and regulatory responsibilities. The parties agree to notify one another before releasing materials or information relating to this Agreement pursuant to federal or state freedom of information act statutes or similar provisions in law.

- C. Information Security: The Organization must maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this Agreement and will comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65 and 456.057, F.S. Procedures must be implemented by the Organization to ensure the protection and confidentiality of all confidential matters. The Organization must also comply with any applicable professional standards of practice with respect to client confidentiality.
- D. The Health Department is a State Agency or Subdivision and is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to section 284.30, F.S., and administered by the Florida Department of Financial Services. The Health Department certifies that it maintains, and agrees to continue to maintain during the term of this Agreement, general and professional liability protection coverage through the Risk Management Trust Fund, and certifies that this protection extends to the Health Department, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in Section 768.28, F.S.
- E. The Organization warrants it has and will maintain throughout the term of this Agreement sufficient general and professional liability insurance for the provision of its services under the Agreement. The Health Department reserves the right to request a copy of the insurance for review.
- F. Any provision of the Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, will be considered inoperable or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement will remain in full force and effect.
- G. The parties agree that the terms of this Agreement may be revised at any time only by formal written agreement, executed by both parties herein.
- H. Either party may terminate this Agreement at any time by giving the other party written notice at least 60 days prior to the intended termination date.
- I. The parties expressly agree that no relationship of employer/employee, principal agent, lessee/lessor, or other association shall be created by this Agreement between the parties or their directors, officers, agents, or employees. The parties agree that they will never incur any obligations on the part of the other party.
- J. This Agreement is non-exclusive. Thus, the parties reserve the right to enter into similar agreements of understandings with other parties.
- K. Inspector General: To the extent applicable, both parties acknowledge and understand their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), F.S.

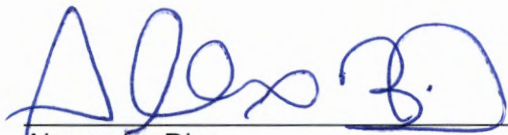
**VII. No Private Right Created:**

THIS DOCUMENT IS AN INTERNAL AGREEMENT BETWEEN THE STATE OF FLORIDA AND THE ORGANIZATION AND DOES NOT CREATE OR CONFER ANY

RIGHT OR BENEFIT ON ANY OTHER PERSON OR PARTY, PRIVATE OR PUBLIC. NOTHING IN THIS AGREEMENT IS INTENDED TO RESTRICT THE AUTHORITY OF EITHER SIGNATORY TO ACT AS PROVIDED BY LAW OR REGULATION, OR TO RESTRICT ANY AGENCY FROM ENFORCING ANY LAWS WITHIN ITS AUTHORITY OR JURISDICTION.

IN WITNESS WHEREOF, the parties hereto have caused this 7 page Agreement to be executed by their undersigned officials as duly authorized.


**TOWN OF GOLDEN BEACH**



Alexander Diaz  
Town Manager  
alexdiav@goldenbeach.us

DATE: 01.15.21

**STATE OF FLORIDA DEPARTMENT OF  
HEALTH MIAMI-DADE COUNTY HEALTH  
DEPARTMENT**



Yesenia Villalta, APRN, DNP, MSN  
Administrator

DATE: Jan. 15, 2021

FEID/ Tax ID: 59-6000326

**Attachment I – Demographic and Contact Information**

**A. POA Demographic Information:**

Organization's Identified Population:	Estimated Number of Persons to Receive Countermeasure:
Estimated <b>adult</b> population to receive vaccination:	<b>1200</b>
Estimated <b>child</b> population to receive vaccination:	<b>1200</b>
<b>Total Estimate:</b>	<b>2400</b>

**B. POA Location: One Golden Beach Drive**

**C. Golden Beach FI, 33160**

**D. POA Contact Information:**

	<b>Primary:</b>	<b>Secondary:</b>
<b>Name:</b>	Alexander Diaz	Lissette Perez
<b>Address:</b>	One Golden Beach Drive Golden Beach FI 33160	One Golden Beach Drive, Golden Beach, FI 3160
<b>Phone (O):</b>	305.932.0744	305.932.0744
<b>Phone (C.):</b>	786.236.4211	786.735.7251
<b>Email:</b>	alexdiuz@goldenbeach.us	lperez@goldenbeach.us
	<b>Tertiary:</b>	
<b>Name:</b>	Rudy Herbello	
<b>Address:</b>	One Golden Beach Drive, Golden Beach, FI 33160	
<b>Phone (O):</b>	305.932.0744	
<b>Phone (C.):</b>	786.402.8046	
<b>Email:</b>	rherbello@goldenbeach.us	

**E. POD representative authorized to accept SNS assets:**

	<b>Primary:</b>	<b>Secondary:</b>
<b>Name:</b>	Alexander Diaz	Lissette Perez
<b>Address:</b>	One Golden Beach Drive, Golden Beach FI 33160	One Golden Beach Drive, Golden Beach, FI 33160
<b>Phone (O):</b>	305.932.0744	305.932.0744
<b>Phone (C.):</b>	786.236.4211	786.735.7251
<b>Email:</b>	alexdiuz@goldenebach.us	lperez@goldenbeach.us
	<b>Tertiary:</b>	
<b>Name:</b>	Rudy Herbello	
<b>Address:</b>	One Golden Beach Drive, Golden Beach, FI 33160	
<b>Phone (O):</b>	305.932.0744	
<b>Phone (C.):</b>	786.402.8046	
<b>Email:</b>	rherbello@goldenbeach.us	

**F. Florida Department of Health Contacts:**

	<b>Primary:</b>	<b>Secondary:</b>

<b>Name:</b>	Deputy Director of Public Health Preparedness or Designee	Cities Readiness Initiative Coordinator or Designee
<b>Address:</b>	8175 NW 12 <sup>th</sup> Street, Ste. 301 Doral, FL 33126	8175 NW 12 <sup>th</sup> Street, Ste. 301 Doral, FL 33126
<b>Phone (O):</b>	305-470-6936	305-470-6931
<b>Phone (C.):</b>	305-968-4343	786-606-1274
<b>Email:</b>	MiamiDadeCRI@flhealth.gov	MiamiDadeCRI@flhealth.gov

**G. Emergency Operations Center (EOC) and ESF-8 Contacts:**

	<b>EOC</b>	<b>ESF-8</b>
<b>Address:</b>	9300 NW 41 <sup>st</sup> St. Doral, FL 33178	9300 NW 41 <sup>st</sup> St. Doral, FL 33178
<b>Phone (O):</b>		305-468-5823